



**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND AND WATER MANAGEMENT DIVISION**

SURETY BOND FOR A MITIGATION SITE

By authority of Part 303, 1994 PA 451, as amended.

Permittee's Name:	Bond Number:
DEQ Permit Number:	
Permittee's Address:	County:
City:	Zip Code:

(_____ Permittee's name _____), as Principal, and (_____), an insurer licensed to do business in the State of Michigan (the "Surety"), are firmly bound unto the Michigan Department of Environmental Quality (MDEQ) for the sum of (_____ and 00/100) (\$ _____), lawful money of the United States of America, for the payment of which we bind ourselves, our executors, administrators and heirs, successors and assigns, jointly and severally.

Sealed with our seals, dated the (_____) day of (_____, 20__).

WHEREAS, the Principal, as a condition of MDEQ permit number (_____) (Permit), is required to establish a wetland mitigation area that is within the State of Michigan and that is in accordance with the provisions of Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 303), and the administrative rules promulgated thereunder. The Principal is required by law to provide, as part of the Permit, a Surety Bond to guarantee compliance with conditions specified within the aforementioned Permit.

NOW, THEREFORE, the conditions of this obligation are such that in the event that the Director of the MDEQ (Director), or authorized representative(s), in accordance with the provisions of Part 303, and the administrative rules promulgated thereunder, issues a notice of violation or other order indicating that the Principal has failed to comply with the requirements of the Permit, the Director shall have recourse to the rights created under this Surety Bond. The Principal shall perform the mitigation as required by the Permit, take corrective action in accordance with the notice of violation or order of the MDEQ, or the Surety shall make payment guaranteed by this Surety Bond to the Director. These funds shall allow the MDEQ to complete the required mitigation.

Partial drawings are permitted. This original bond must be submitted to us together with any drawings hereunder for our endorsement of any payments by us and/or for cancellation.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the Surety Bond, but in no event shall the obligation of the Surety hereunder exceed the amount of said penal sum.

The Surety Bond shall be, and continue to be, in force for a minimum of one (1) year, but such expiration date shall be automatically extended for periods of one year, unless, not less than 90 days before the current expiration date, we notify both the MDEQ and the Principal by certified mail of our decision not to extend the current expiration date. We agree that the 90-day period shall begin on the date when both you and the Principal have received the notice, as evidenced by the return receipts. If the Principal does not extend the expiration date of the Surety Bond or establish alternate financial

assurance within 30 days after receipt of an expiration or cancellation notice by the Surety, the MDEQ may draw on the Surety Bond.

The Principal may terminate this Surety Bond by sending written notice to the Surety, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the Surety Bond from the Director, or authorized representative(s).

We certify that we, the Surety company issuing the Bond, at a minimum, are among those listed as acceptable sureties on federal bonds in Circular 570 of the U.S. Department of Treasury.

The following signatures certify that we are authorized to execute this Surety Bond on behalf of the Principal and the Surety and that the wording of this Surety Bond is identical to the wording provided by the Director, or authorized representative, as of the date shown immediately below.

IN WITNESS WHEREOF, we, the Principal and the Surety, have executed this Surety Bond, affixed our seals, and attached the justification or power of attorney as of the day and date first above written.

Principal

By: _____

Surety

By: _____
Authorized Agent and Attorney in Fact

Address of Surety

Phone Number

Date

When completed, send the original bond to:

State of Michigan
Director, Michigan Department of Environmental Quality
c/o: Land and Water Management Division
Administration and Program Support Section
525 West Allegan
Lansing, Michigan 48933

EQP 4521 (September 14, 2004)