

For Official Use Only

DEQ #

Permit #

Air, Energy & Mining Division

**SURETY BOND**

**NON-FEDERAL LANDS**

       as Principal, and       a corporation organized and existing under the laws of the State of and duly authorized to transact business in the State of Montana, as Surety, are held and firmly bound to the State of Montana, acting through the Department of Environmental Quality (hereinafter referred to as State) in the penal sum of       DOLLARS ($     ), for the payment of which sum, well and truly to be made, we bind ourselves, and each of our legal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. All notices shall be directed to the address shown above.

WHEREAS the Principal has applied for a permit from the State to conduct surface coal mining operations on the following-described premises (the permit area) in       County, Montana:

NOW THEREFORE, the conditions of this obligation are such that if the above bonded Principal shall, in conducting such       operations faithfully perform the requirements of the      , the reclamation plan and Title 82, Chapter 4, Part 2, MCA relating to       and the Rules and Regulations adopted pursuant thereto, then this obligation shall be exonerated and discharged and become null and void; otherwise to remain in full force and effect. The requirements assured by this bond include those requirements imposed on Principal as a result of those activities that occurred prior to issuance of this bond and before the date the bond is canceled or released or substitute bond is approved. In the event this bond is forfeited, the State shall be entitled to the entire amount of this bond without regard to actual damages.

PROVIDED HOWEVER, that Surety shall not be liable under this bond for an amount greater in the aggregate than the sum designated in the first paragraph hereof, and shall not be liable as respects any obligation related to       operations performed after the expiration of thirty (30) days from the date of receipt by the State of a cancellation notice from the Surety directed to the Principal and the State. The bond shall remain in full force and effect as respects any obligations related to       operations performed prior to the effective date of such cancellation unless the Principal files a substitute bond, approved by the State, or unless the State shall otherwise release the Surety.

PROVIDED FURTHER, the Surety will give prompt notice to the Principal and the State of any notice received or action filed alleging the insolvency or bankruptcy of the Surety, or alleging any violations of regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

PROVIDED FURTHER, that in the event the Surety becomes unable to fulfill its obligations under this bond for any reason, notice will immediately be given to the Principal and the State.

Signed, Sealed, and Dated for the Principal

|  |  |  |
| --- | --- | --- |
| Signature 1: Principal | Date of Signature | Title |
|  |  |  |
| Signature 2: Principal | Date of Signature | Title |

STATE OF )

: ss **For Signatory 1**

County of )

On this day of , , before me , a notary public for the State of , personally appeared (Principal's signatory), known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

Notary Public for the State of

Residing at

My Commission expires

STATE OF )

: ss **For Signatory 2**

County of )

On this day of , , before me , a notary public for the State of , personally appeared (Principal's signatory), known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

Notary Public for the State of

Residing at

My Commission expires

Signed, Sealed, and Dated for the Surety this day of , \_\_\_\_\_\_\_\_\_\_\_\_.

Signature: Surety

Title (Surety’s Seal)

Mailing Address

STATE OF )

: ss

County of )

On this day of , , before me , a notary public for the State of , personally appeared , known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

Notary Public for the State of

Residing at

My Commission expires

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**DEQ’S ACCEPTANCE**

Accepted this day of .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dan Walsh, Mining Bureau Chief Date

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**DEQ’S RELEASE**

The foregoing Surety Number            in the amount of $      USD is hereby released this       day of          ,      . The authorized signature below shall witness the termination of the State's interest in the surety.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dan Walsh, Mining Bureau Chief Date

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Power of Attorney for Surety and

Proof of Agency for Principal must be attached