

For Official Use Only

DEQ #

Permit #

Air, Energy & Mining Division

**SURETY BOND**

**TRIBAL LANDS**

|  |  |
| --- | --- |
| **State of Montana****Department of Environmental Quality****Mining Bureau****PO Box 200901****Helena, MT 59620-0901** | **Office of Surface Mining****Reclamation and Enforcement****Casper Field Office****100 East B Street Room 2128****Casper, WY 82601-1918** |

      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) and the United States of America, acting through the Depart­ment of the Inte­rior, Office of Surface Mining Recla­mation and Enforcement (herein­after referred to as OSMRE), 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 ad­dresses shown above.

WHEREAS, the Principal has applied for a permit from the State to conduct       on the following premises, to wit:

WHEREAS, the Surety and their successors and assigns agree to guaran­tee the obli­gations and to indemnify, defend, and hold harmless the State and OSMRE from any and all losses and expenses which the State and OSMRE may sus­tain as a result of the Principal's failure to comply with the conditions of this obligation.

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, and applicable Federal laws and regulations in accordance with the provisions of the Permanent Program Cooperative Agreement and the Memorandum of Understanding between the State and OSMRE, 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 and OSMRE shall be entitled to the entire amount of this bond with­out regard to actual damages, but subject to any reimbursement required by law after reclamation has been completed.

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, or any approved amendment thereto, and shall not be liable as respects any obligations related to       operations performed after the expiration of thirty (30) days from the date of approval by the State of a cancellation notice from the Surety directed to the Princi­pal, the State and OSMRE. The bond shall remain in full force and effect as respects any obligations related to operations performed, until cancellation is approved by the State.

PROVIDED HOWEVER, bond cancellation and release of the Surety shall not be ap­proved until the State has approved a replacement bond wherein lia­bility that has accrued against the Principal on the permit area is trans­ferred to the replacement bond in accordance with Administrative Rules of Montana (ARM) 17.24.1110.

PROVIDED HOWEVER, the Principal may request a bond adjustment on undisturbed land and, if approved in accordance with the provisions of ARM 17.24.1104, the State may approve a request from the Surety for cancellation of obligations related to undisturbed land in the permit area.

PROVIDED FURTHER, the Surety will give prompt notice to the Princi­pal, the State, and OSMRE 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, the State, and OSMRE.

Signed, sealed and dated for the Principal this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_.

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

Signature: Principal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_ (Principal's Seal)

Title

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

Mailing Address

STATE OF )

: ss

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 (Notary's Seal)

Residing at

My Commission expires

Signed, sealed and dated for the Surety this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

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

 (Surety's Seal) Signature: Surety

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 Title

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

 Mailing Address

STATE OF )

: ss

County of )

On this day of , , before me , a notary public for the State of , personally appeared (Surety'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's Seal)

Notary Public for the State of

Residing at

My Commission expires

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Dan Walsh, Mining Bureau Chief Date

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Casper Field Office Director Date

Office of Surface Mining Reclamation

and Enforcement

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**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.

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Dan Walsh, Mining Bureau Chief Date

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**OSMRE’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 Office of Surface Mining Reclamation and Enforcement’s interest in the surety.

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Casper Field Office Director

Office of Surface Mining Reclamation

and Enforcement

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Power of Attorney for Surety and

Proof of Agency for Principal must be attached