

State of Nevada
Department of Conservation and Natural Resources
Division of Environmental Protection

RECLAMATION SURETY BOND

Nevada Revised Statutes (NRS) 519A.010 to 519A.280
Nevada Administrative Code (NAC) 519A.010 to 519A.415

Permit Number: _____
Project Name: _____
Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT: _____
(Permittee Name)

(Permittee Address, City, State, Zip Code)

as Principal; and

(Surety Company Name)

(Surety Address, City, State, Zip Code)

as Surety; are held firmly bound unto the State of Nevada, acting through the Division of Environmental Protection (Division) in the sum of

_____ U.S. dollars (\$ _____),
lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum the Principal and Surety bind themselves, their successors, and assignees, jointly and severally, by these presents.

The Principal/Surety shall apply this bond for the faithful performance in any and all of the conditions and stipulations as set forth in this bond, the permit(s) cited above, the provisions of NRS 519A.010 to 519A.280 and the regulations at NAC 519A.010 to 519A.415. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that the Surety /Principal shall apply the total amount of this bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. WHEREAS, the Principal has an interest in exploration project(s) or mining operation(s) and/or responsibility for operations on the exploration project(s) or mining operation(s) on public and/or private lands under the statutes and regulations cited in this bond; and
2. WHEREAS, the Principal has applied for and/or received approval for a reclamation permit(s) from the Division to conduct exploration or mining activities in the State of Nevada and such permit(s) may contain conditions and stipulations, including a reclamation plan(s); and
3. WHEREAS, the Principal has promised to deliver to the Division a bond substantially in the form hereof upon approval of the above referenced permit(s) by the Division to secure the performance of the terms and conditions contained in the permit(s); and
4. WHEREAS, the Principal and Surety agree that, upon proof of acceptance to the Surety being provided by the Division, the coverage of this bond, in addition to the present holdings of and/or authorization(s) granted to the Principal, shall extend to and include:
 - a. Any transfer of operating rights under the permit(s), hereafter entered into or acquired by the Principal affecting exploration project(s) or mining operation(s); and
 - b. Any activity subsequent hereto of the Principal as owner or operator under any permit(s) issued pursuant to the statutes and regulations cited in this bond; and
5. WHEREAS, the Principal and Surety agree that with notice to the Surety this bond shall remain in full force and effect notwithstanding any assignment(s) of any part or all of the exploration project(s) or mining operation(s), on public and/or private lands covered by the permit(s). No assignment of interest under this bond shall release the Principal named herein of any obligation under the terms of this bond or under the permit(s) unless the Division has given prior written agreements to such release; and
6. WHEREAS, the Principal and Surety hereby waive any right to notice of, and agree that this bond shall remain in full force and effect, notwithstanding:
 - a. Any transfer(s) in whole or in part, of any or all of the exploration project(s) or mining operation(s) on public and/or private lands covered by the permit(s) and further agree to remain bound under this bond as to the interest in the permit(s) retained by the Principal; and

b. Any modification of the permit(s) and the obligations thereunder as provided in paragraph 4 herein; and

7. WHEREAS, the Principal and Surety hereby agree that notwithstanding the termination, transfer, cancellation, or relinquishment of any exploration project(s) or mining operation(s) covered by the permit(s), whether by operation of law or otherwise, this bond shall remain in full force and effect as to the terms and conditions of the permit(s) and obligations covered by this bond; and

8. WHEREAS, should the Surety elect to cancel this bond, the Surety agrees to give the Principal and the Division ninety (90) days written notice by certified mail, return receipt requested, at their respective addresses as stated herein. The Surety further agrees that in the event of such cancellation, this bond shall remain in full force and effect as to all areas within the permit(s) disturbed prior to the effective date of such cancellation, unless and until the Principal shall file a replacement bond or other acceptable instrument to protect the interests of the Division and such bond or instrument is accepted by the Division; and

9. WHEREAS, the Principal and Surety agree that in the event of any default under the permit(s), the bond may be forfeited and, the State of Nevada, through the Division, may commence and prosecute any claim, suit, or other proceeding against the Surety and Principal, or either of them, without the necessity of joining the owner(s) or operator(s) of the exploration project(s) or mining operation(s) covered by the permit(s); and

10. WHEREAS, if the Principal fails to comply with any provisions of the permit(s), after written notice thereof, such permit(s) shall be subject to suspension or revocation under NAC 519A.220, and the Principal shall also be subject to the applicable provisions and penalties of NAC 519A.405. This provision shall not be construed to prevent the exercise by the State of Nevada of any other legal and equitable remedy; and

11. WHEREAS, on the faith of the foregoing promises, representations, and appointments and in consideration of this bond, the Division has approved the permit(s) referenced herein.

12. NOW, THEREFORE, the condition of this obligation is that if said Principal, heirs, executors, administrators, successors, or assignees shall, in all respects, faithfully comply with all of the provisions of the permit(s) referenced herein, and any amendment(s) thereto, and the statutes and regulations contained in NRS 519A.010 to 519A.280 and NAC 519A.010 to 519A.415, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Executed this ____ day of _____, 20____, in the presence of:

NAME AND ADDRESS OF SURETY

NAME AND ADDRESS OF PRINCIPAL

Surety Company

Principal

By

By

Signature

Signature

Title

Title

Business Address

Business Address

City, State, Zip Code

City, State, Zip Code

Email Address

Email Address

This bond must bear the seal of the Surety company.
If this bond is executed by a corporation, it must bear the seal of the corporation.