

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

RECLAMATION SURETY BOND

NAC 519A.010 to 519A.415, inclusive,
NRS Chapter 519A.010 to 519A.290

Tax I.D. # _____

Permit Number: _____

Project Name: _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT: _____

_____ (name)

of _____

_____ (address)

as principal; and _____ of _____ (name)

_____ (address)

_____ as surety; are held firmly bound unto the State of Nevada, acting through the Division of Environmental Protection in the sum of _____

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 assigns, jointly and severally, by these presents.

The principal and surety shall apply this bond for the faithful performance of any and all of the conditions and stipulations as set forth in this bond, the permit number cited above, the provisions of NRS 519A and the regulations at NAC 519A. In the case of any default in the performance of the conditions and stipulations of such undertakings, it is agreed that the surety and principal shall apply the total amount of said 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 authorized under the regulations and statutes cited in this bond; and
2. WHEREAS the principal has applied for, or will apply for and receive approval for a permit from Nevada Division of Environmental Protection (NDEP) 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), consistent with provisions of NRS 519A and
3. WHEREAS the principal has promised to deliver to the State of Nevada a bond substantially in the form hereof upon the approval of the above referenced permit by the Nevada Division of Environmental Protection to secure his/her performance of the terms and conditions contained in the permit; and
4. WHEREAS the principal and surety agree that, upon adequate proof of acceptance by the surety being provided to the NDEP, 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 said permit, hereafter entered into or acquired by the principal affecting operation(s); and
 - b. Any activity subsequent hereto of the principal as owner or operator under any permit issued pursuant to the regulations and statutes cited in this bond; and
5. WHEREAS the principal and surety agree(s) that with notice to the surety that 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. No assignment of any interest under this bond shall release the principal named herein of any obligation under the terms of this bond or under said permit unless the NDEP has given prior written agreement 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 lands and/or private lands covered by said permit and further agrees to remain bound under this bond as to the interests in the permit retained by the principal; and

b. Any modification of the permit and the obligations hereunder as provided in paragraph 4

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 this permit, whether by operation of law or otherwise, the bond shall remain in full force and effect as to the terms and conditions of the permit 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 Nevada Division of Environmental Protection 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 disturbed prior to the effective date of such cancellation, unless and until the principal shall file a substitute bond or other acceptable instrument to protect the interests of the Nevada Division of Environmental Protection and such bond or instrument is accepted by the Nevada Division of Environmental Protection; and

9. WHEREAS the principal and surety agree that in the event of any default under the permit, the State of Nevada, through the Nevada Division of Environmental Protection, 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 operators of the exploration project(s) or mining operation(s) covered by the permit; and

10. WHEREAS if the principal fails to comply with any provisions of the permit, after written notice thereof, such permit 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 State of Nevada has been requested to approve the permit referenced herein; and

12. NOW, THEREFORE, the condition of this obligation is that if said principal, his/her heirs, executors, administrators, successors, or assigns shall, in all respects, faithfully comply with all of the provisions of the permit and any amendments thereto, and the statutes, rules and regulations contained in NRS 519A and NAC 519A, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

NAME AND ADDRESS OF WITNESS

NAME AND ADDRESS OF PRINCIPAL
NAME AND ADDRESS OF SURETY

Print Name

(Print & Sign Name) (Principal)

Signature

(Business Address)

Address

(Print & Sign Name) (Surety)

City, State, Zip

(Business Address)

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