



**SURFACE COAL MINING AND RECLAMATION OPERATIONS SURETY BOND**  
 PUBLIC SERVICE COMMISSION  
 RECLAMATION DIVISION  
 SFN 16727 (Rev. 08-2001)

Bond Number
Permit Number
Bond Area Number

**PRINCIPAL**

Name			
Address	City	State	Zip Code

**SURETY**

Name			
Address	City	State	Zip Code

We, the above named PRINCIPAL and SURETY, licensed to do business in North Dakota, are bound to the State of North Dakota in the penal sum of \$ \_\_\_\_\_. The PRINCIPAL and SURETY, jointly and severally, bind themselves, their heirs, legal representatives, successors, and assigns, under this obligation. This obligation covers all surface mining and reclamation activities and performance requirements authorized under North Dakota Surface Mining Permit Number \_\_\_\_\_ located on \_\_\_\_\_ acres of land, particularly described on Attachment 1, and shown on the map as Attachment 2.

To the extent that there are Federal lands containing leased Federal coal within the bond area, this bond is also payable to the United States. As required by the Cooperative Agreement between the State of North Dakota and the United States Department of the Interior, both the North Dakota Public Service Commission and Office of Surface Mining Reclamation and Enforcement are co-obligees under this bond and the North Dakota Public Service Commission must obtain Office of Surface Mining Reclamation and Enforcement concurrence prior to releasing any obligation under this bond for Federal lands containing leased Federal coal. The bond area described in Attachments 1 and 2 contains \_\_\_\_\_ acres of Federal lands containing leased Federal coal. These Federal lands are particularly described on Attachment 3 and shown on the map as Attachment 4. To the extent these Federal lands are involved, release of this surety bond also is conditioned upon compliance with applicable Federal laws and regulations and the provisions of the Cooperative Agreement between the State of North Dakota and the United States Department of the Interior at 30 C.F.R. 934.30. If the Cooperative Agreement at 30 C.F.R. 934.30 is terminated, this surety bond shall continue in effect and, to the extent these Federal lands are involved, the bond shall be payable to the United States.

The condition of this obligation is as follows: if the PRINCIPAL faithfully performs all duties and permit terms and conditions, complies with all laws of North Dakota pertinent to surface coal mining and reclamation operations and Article 69-05.2 of the North Dakota Administrative Code, and if the PRINCIPAL satisfactorily reclaims all described lands affected by surface coal mining and reclamation operations by the PRINCIPAL within North Dakota as prescribed by Chapter 38-14.1 of the North Dakota Century Code and Article 69-05.2 of the North Dakota Administrative Code, then this obligation shall be void; otherwise it shall remain in full force.

The SURETY and their successors and assigns agree to guarantee this obligation and to indemnify, defend, and hold harmless the State of North Dakota from any and all losses and expenses that the State of North Dakota may sustain as a result of the PRINCIPAL's failure to comply with the condition of this obligation.

The SURETY shall give prompt notice to the PRINCIPAL and the North Dakota Public Service Commission 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 in North Dakota. If, by reason of bankruptcy, insolvency, or suspension or revocation of its license, the SURETY is unable to fulfill its obligations under the bond, the SURETY shall immediately give notice to the PRINCIPAL and the North Dakota Public Service Commission.

Liability for this undertaking covers all performance requirements beginning on \_\_\_\_\_, (date of permit approval) and terminates in accordance with the provisions of Chapter 38-14.1 of the North Dakota Century Code.

The effective date of this instrument is \_\_\_\_\_.

IN WITNESS OF THE ABOVE, PRINCIPAL and SURETY subscribe their names and affix their seals on \_\_\_\_\_ (Date)

**EXECUTION BY PRINCIPAL**

(SEAL)

BY \_\_\_\_\_  
 \* Signature of President or other authorizing officer

BY \_\_\_\_\_  
 \* Signature of Corporate Secretary

Name	Title
Name	Title

**ACKNOWLEDGMENT OF PRINCIPAL**

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that is described in and who executed the within instrument, and acknowledged to that such corporation executed the same.

(SEAL) \_\_\_\_\_ My commission expires \_\_\_\_\_  
 Notary Public

**EXECUTION BY SURETY**

(SEAL) BY \_\_\_\_\_  
 Signature of Attorney-in-Fact or Authorized Officer

Name	Title		
Address	City	State	Zip Code

**ACKNOWLEDGMENT OF SURETY**

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me to be \*\* \_\_\_\_\_ of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
 Notary Public My commission expires \_\_\_\_\_

(SEAL)

Countersigned by North Dakota Resident Agent: (if required)

BY \_\_\_\_\_  
 Signature of Agent

Name	Title		
Address	City	State	Zip Code

\* Attach a current certified copy of the board resolution or bylaws that authorize those individuals to execute surety bond documents for the principal. Attorney-in-Fact, President, Secretary, or other officer of the Surety Company Authorized to sign this Acknowledgment.  
 \*\* (Attach Power of Attorney or other certified authorization)