



United States Department of the Interior
OFFICE OF SURFACE MINING RECLAMATION AND ENFORCEMENT

SELF-BOND AGREEMENT

Permit No. _____

Self-Bond No. _____

Know all persons by these presents, that the undersigned, _____
_____ duly authorized to do business in
(State name and form of business organization)

the State of _____, AS PRINCIPAL, is held firmly bound unto the United States in the sum of _____
(\$ _____), lawful money of the United States, to be paid to the United States Department of the Interior, Office of Surface Mining Reclamation and Enforcement (OSM) upon order of forfeiture by an authorized representative of OSM pursuant to 30 CFR §800.50. The undersigned hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns for payment of said sum.

Whereas, OSM issued Permit Number(s) _____ and dated _____,
and Renewals and Revisions(s) numbered and dated _____ pursuant to the application of the Principal.

Whereas, (check one of the following):

- (a) ____ This is an original agreement.
- (b) ____ This is an agreement in addition to previous bond agreement(s) for the above referenced permit(s) to mine and which agreement(s) remain(s) in full force and effect.
- (c) ____ This is a replacement agreement for:

1. Bond Number _____
Principal _____
Surety _____
Dated _____
2. Bond Number _____
Principal _____
Surety _____
Dated _____
3. Bond Number _____
Principal _____
Surety _____
Dated _____

Whereas, the Principal has completed an application for self-bonding and an Indemnity

Agreement, which are incorporated herein and made a part of this Self-Bond Agreement,

Whereas, said self-bonding agreements shall be governed by, and construed in accordance with, the laws of the United States,

Whereas, said self-bonding agreement(s) shall cover any and all land affected or to be affected by the mining operation under the above mentioned permit, revision(s) and renewal(s) since the date of issuance of the permit, upon the following described land, as given within said permit and revision(s), and renewals:

(if more space is needed, attach a signed legal description exhibit to this self-bond)

NOW, THEREFORE, the conditions of the obligation are such that this agreement shall remain in full force and effect until either released, or the sum specified above forfeited pursuant to the provision(s) of the Surface Mining Control and Reclamation Act, 30 U.S.C. 1201, et seq. (SMCRA), and the rules and regulations adopted pursuant to that Act, or pursuant to applicable federal laws and regulations.

Said principal herein agrees that this obligation shall be noncancellable and that the liability hereunder is for the duration of the above specified surface coal mining and reclamation operations and continues thereafter for a period coincident with the principal's responsibility for the establishment of revegetation on the affected areas pursuant to the requirements of SMCRA, EXCEPT THAT the obligation herein may be reduced beforehand when such reduction is approved by the Authorized Representative of the Secretary of the Interior (hereinafter referred to as the Secretary) changes in the permittee's method of operation or other circumstances which reduce the estimated cost of reclamation in accordance with SMCRA OR where bond acceptable to OSM has been submitted to replace this obligation.

The principal herein further agrees and understands that the procedures for the adjustment of the amount under this bond are specified in 30 CFR §800.15; that procedures governing the release of all or part of this bond are specified in 30 CFR §800.40; and that the procedures for the forfeiture of this bond are specified in 30 CFR §800.50.

The Principal herein further agrees that the conditions of this obligation are such that if the said principal herein shall comply with the terms and conditions of said permit, revisions, and renewals thereto, the provisions of and obligations imposed by SMCRA and any amendments thereto, then the release of this obligation shall proceed as specified in 30 CFR §800.40.

The principal herein further agrees that this self-bond is posted to insure the permittee's performance upon all acres specified in the above permit. Upon bond forfeiture pursuant to 30 CFR §800.50, all bond or bonds which continue to be held by OSM for the above permit may be forfeited and the forfeited bond or bond increments may be used by OSM to complete the reclamation plan or a modified plan for any or all acres in the above permit and to cover associated administrative expenses.

The principal herein further understands and agrees that this self-bond may continue to remain in full force and effect as long as all information required by 30 CFR § 800.23(f) is submitted within ninety (90) days after the close of each fiscal year, following the issuance of the self-bond, to OSM, and demonstrates that the principal and/or guarantor remains qualified. The failure by the principal to file this information in a timely manner shall in no manner impinge upon or prejudice the rights held by the United States under this Agreement. Further, this agreement remains in full force and effect until released or substituted in accordance with the requirements of SMCRA and the regulations promulgated thereunder.

The principal herein further understands and agrees that this self-bond may continue while the principal or its Guarantor qualifies under the regulations. The principal must notify OSM immediately at any time it, or its Guarantor no longer meets the limitation of the federal regulations at 30 CFR §800.23(d), or the criteria specified at 30 CFR §800.23(b), or 30 CFR §800(c)(1), or 30 CFR §800(c)(2).

The principal herein further agrees and understands that the authorized representative of OSM may require a substitution of this self-bond by a corporate surety licensed to do business in the State of _____, or other form of bond allowed by 30 CFR §800.12(a), (b), or (d).

In witness whereof, we, the said parties, have set our hand and seals.

PRINCIPAL

Signed and executed this _____ day of _____, _____

BY: _____ BY: _____

TITLE: _____ TITLE: _____

State of _____)

)SS. (Corporate Seal)

County of _____)

ALL APPLICABLE CORPORATE ACKNOWLEDGEMENTS ARE ATTACHED HERETO AS PART OF THIS AGREEMENT.

This foregoing instrument was acknowledged by me

_____, (Name of Principal Signatory- please type or print)

this _____ day of _____, _____.

Witness my hand and official seal. _____

(Notary Public or other authorized officer)

(Title)

My Commission Expires: _____

RESIDENT AGENT FOR SERVICE

Resident Agent: _____ Date: _____

(Signature)

_____ Address: _____

(Printed Name)

Approved as to form and execution:

BY: _____ Date: _____

APPROVED: _____ Date: _____

OSM Authorized Representative

Paperwork Reduction Act Notice

We use the information required by this form to ensure that the requirements for a self-bond under 30 CFR 800.23 are met. You must provide the requested information to obtain a benefit (a self-bond). Under 30 CFR 842.16, the information collected is a matter of public record.

The time needed to complete this form and submit the requested information will vary depending on individual circumstances. We estimate that the average time will be 3 hours per response. This number includes the time spent reviewing instructions, learning about the regulations, gathering and maintaining information, and completing and reviewing the form. If you have comments concerning the accuracy of this estimate or suggestions for simplifying the form or instructions, you may write to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, 1951 Constitution Ave, NW, Washington, D.C. 20240.

Under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), you are not required to respond to, nor will you be subject to a penalty for a failure to comply with, a collection of information unless it displays a currently valid OMB control number.

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