

**RECLAMATION PERFORMANCE BOND  
(for Notice Level Activities)**

Reclamation performance bond given by \_\_\_\_\_,  
as principal, of \_\_\_\_\_(address), city of \_\_\_\_\_,  
County of \_\_\_\_\_, State of \_\_\_\_\_ (hereinafter Operator), and Nevada  
Reclamation Performance Bond Pool (hereinafter Bond Pool), to Bureau of Land Management  
(hereinafter BLM), as obliges, pursuant to the authority created by Nevada Revised Statute  
519A.290 and regulations promulgated thereunder.

**RECITALS**

1. Operator and Bond Pool are firmly bound unto BLM in the amount of  
\$ \_\_\_\_\_ for payment whereof  
Operator and Bond Pool bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.
  
2. Operator is obligated to perform reclamation work at the Notice Level project numbered  
\_\_\_\_\_, attached hereto as appendix 1, and together with associated record of  
decision and any final documents of environmental review or Finding of No Significant Impact,  
are by reference made a part hereof, and are hereinafter collectively referred to as the "Notice."

**1. DURATION**

This obligation shall run continuously and shall remain in full force and effect until and  
unless the bond is terminated and canceled as provided herein or as otherwise provided by law.

**2. LIMITATION**

This bond only covers the Notice numbered \_\_\_\_\_.

**3. CONDITION OF OBLIGATION**

If Operator shall promptly and faithfully perform the reclamation work as specified in the  
Notice, then this obligation shall be null and void, otherwise it shall remain in full force and  
effect, subject only to the provisions of this bond.

**4. TERMINATION**

Bond Pool may terminate its obligation hereunder by giving written notice and termination  
notice to BLM as set forth in Nevada Administrative Code 519A.605, but such notice shall not  
affect this agreement in respect to any obligation which may have arisen prior to the receipt of  
such notice by BLM.

## **5. EXTENT OF LIABILITY**

The maximum amount of liability of Bond Pool by virtue of this obligation shall be no more than \$\_\_\_\_\_.

## **6. MODIFICATION OF ORIGINAL NOTICE**

If the Operator or BLM make any alterations or changes in the specifications of the reclamation work to be performed as set forth in the Notice which results in an increase in the bond amount, the BLM shall notify the Bond Pool thereof in writing. An amendment of the Surface Management Personal Bond Rider shall be at the Discretion of Bond Pool.

## **7. SEVERABILITY**

If any one or more of the provisions of this bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

## **8. NON ASSIGNMENT**

The BLM shall not consent to a change in owners or operators under the Notice; nor shall this instrument or any rights thereunder be assignable, nor any duties thereunder be delegable.

## **9. ITEMS EXCLUDED FROM COVERAGE**

This instrument neither applies to nor guarantees the reclamation work, nor maintenance of the reclaimed areas, unless herein specifically agreed to as being covered by this instrument.

## **10. BINDING EFFECT OF AGREEMENT**

This bond shall be binding on Bond Pool and its successors and assigns.

## **11. LIMITATION ON LIABILITY**

Any liability of the surety arising under or as a result of this bond shall be limited to the Bond Pool and shall not otherwise extend to the State of Nevada nor to any other political subdivision, agency, officer, contractor, employee or agent of the State of Nevada.

IN WITNESS WHEREOF, Operator and Bond Pool have executed this bond at

\_\_\_\_\_, on \_\_\_\_\_  
(City, State) (Date)

\_\_\_\_\_  
Administrator  
Division of Minerals  
State of Nevada

\_\_\_\_\_  
Operator signature

\_\_\_\_\_  
Operator name printed

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally  
appeared before me \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_,  
who acknowledged that he/she executed the above document.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally  
appeared before me \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_,  
who acknowledged that he/she executed the above document.

\_\_\_\_\_  
Notary Public