



SELF-BOND AGREEMENT
PUBLIC SERVICE COMMISSION
RECLAMATION DIVISION
 SFN 17711 (Rev. 09-2001)

Permittee	
Permit Number	Self-Bond Number

The above named Permittee is the holder of the Surface Coal Mining and Reclamation Operations Permit listed above and is duly authorized to do business in the State of North Dakota. Permittee, AS PRINCIPAL, is held firmly bound unto the State of North Dakota, in the sum _____ Dollars (\$ _____), lawful money of the United States of America to be paid to the State of North Dakota upon order of forfeiture by the North Dakota Public Service Commission (NDPSC), for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The Permittee has completed an application for the above listed Self-Bond and has executed an Indemnity Agreement, which are incorporated herein and made a part of this Self-Bond Agreement.

This agreement covers any and all land affected or to be affected by surface coal mining and reclamation operations within the bond area containing _____ acres and as described in attached Exhibit 1 (legal description) and Exhibit 2 (map). This agreement covers all mining related disturbances since the issue date of the Permit.

To the extent that there are any Federal lands containing leased Federal coal within the bond area, this Self-Bond is also payable to the United States/Office of Surface Mining Reclamation and Enforcement (OSMRE). As required by the Cooperative Agreement between the State of North Dakota and the United States Department of the Interior, both NDPSC and OSMRE are co-obligees under this Self-Bond and the NDPSC must obtain OSMRE concurrence prior to releasing any obligation under this Self-Bond for Federal lands containing leased Federal coal. The bond area described in Exhibits 1 and 2 contains _____ acres of Federal lands containing leased Federal coal. These Federal lands are described in attached Exhibit 3 (legal description) and Exhibit 4 (map). To the extent these Federal lands are involved, release of this Self-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 Self-Bond shall continue in effect and, to the extent these Federal lands are involved, the bond shall be payable to the United States.

This agreement shall remain in full force and effect until either released or forfeited under North Dakota Century Code Chapter 38-14.1 and North Dakota Administrative Code Article 69-05.2.

Permittee agrees that this obligation is non-cancellable and that the liability hereunder is for the duration of the surface coal mining and reclamation operations, and continues thereafter for a period coincident with the Permittee's responsibility for the establishment of vegetation on the affected areas pursuant to the requirements of North Dakota Century Code Chapter 38-14.1 and North Dakota Administrative Code Article 69-05.2, EXCEPT THAT the obligation may be reduced if approved by NDPSC or replaced if a substitute bond acceptable to the NDPSC has been submitted.

If Permittee complies with the terms and conditions of the permit and the provisions of North Dakota Century Code Chapter 38-14.1 and North Dakota Administrative Code Article 69-05.2, then the release of this obligation shall proceed as specified in the law and rules.

Permittee further agrees that this bond is posted to insure the Permittee's performance upon all acres contained in the permit. Upon bond forfeiture, any bond which continues to be held by the NDPSC for the Permit may be forfeited for use by the NDPSC to complete the reclamation plan for the acres in the Permit and to cover associated administrative expenses.

Self-Bond Number

Permittee further agrees and understands that this Self-Bond remains in force and effect unless reduced or replaced in accordance with North Dakota Century Code Chapter 38-14.1 and North Dakota Administrative Code Article 69-05.2. Unless reduced or replaced, this Self-Bond shall continue in full force and effect as long as all information required by North Dakota Century Code Chapter 38-14.1 and North Dakota Administrative Code Article 69-05.2 is submitted to the NDPSC, within ninety (90) days after the close of each fiscal year following the issuance of the Self-Bond and demonstrates that the Permittee and/or guarantor remain qualified. The failure by the Permittee to file this information in a timely manner shall not impinge upon or prejudice the rights held by the State of North Dakota under this agreement.

Permittee further agrees and understands that the authorized representative of the NDPSC may require a substitution of this Self-Bond by an alternate bond allowed by North Dakota Century Code Chapter 38-14.1 and North Dakota Administrative Code Article 69-05.2.

This Agreement may be executed in any number of identical counterparts, each of which, when executed and delivered by the parties hereto, shall be considered to be an original, but all of which shall collectively constitute one and the same instrument.

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

Effective _____ (Date)

PERMITTEE

Signature of President or Authorized Officer	
Name	Title

Signature of President or Authorized Officer	
Name	Title

ACKNOWLEDGEMENT OF PERMITTEE

State of _____)
County of _____) SS.

The foregoing instrument was acknowledged before me on this date _____ by _____ and _____ of _____, a _____ corporation, on behalf of the corporation.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

(S E A L)

ID 27

RESIDENT AGENT FOR SERVICE

Resident Agent	
Address	Date