

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

SURFACE MANAGEMENT PERSONAL BOND  
FOR PLANS OF OPERATIONS AND/OR FOR NOTICES

Act of May 10, 1872, as amended (30 USC 22-54)  
Act of October 21, 1976, as amended (43 USC 1732-35, 1744, 1782)  
Act of September 13, 1982 (31 USC 9301 et seq.)  
Act of October 18, 1986 (100 STAT 1783)  
Act of October 30, 1986 (100 STAT 3341)  
Act of September 27, 1988 (102 STAT 1776)

Plan of Operations - BLM Serial No.: NVN or Notice - BLM Serial No.: NVN  
or Statewide Bond: \_\_\_\_\_ or Nationwide Bond Coverage: \_\_\_\_\_  
*(If applicable, write Name of state)* *(If Applicable, Write/type 'YES')*

KNOW ALL BY THESE PRESENTS, THAT (name) \_\_\_\_\_

of (address) \_\_\_\_\_

as principal; is held firmly bound unto the United States of America in the sum of:

\_\_\_\_\_ USDollars

(\$ \_\_\_\_\_), lawful money of the United States, which may be increased or decreased by a rider here to executed in the same manner as this bond, for the payment of which sum the principal bind themselves, successors, and assigns, jointly and severally, by these presents.

The principal, in order to more fully secure the United States in the payment of the aforesaid sum, here by pledges as security therefore, an instrument acceptable to the Bureau of Land Management per 43 CFR 3809. The principal, pursuant to the authority conferred by Section 1 of the Act of September 13, 1982, (31 USC 9303), does hereby constitute and appoint the Secretary of the Interior to act as his attorney-in-fact for the purpose of negotiating the cash or securities. The interest accruing on the United States securities, cash, or other instruments given above, in the absence of any default in the performance of any of the conditions or stipulations set forth in this bond, or the notice(s) and/or plan(s) of operations, must be paid to the principal. The principal hereby for him/herself, any heirs, executors, administrators, successors, and assigns, jointly and severally, ratifies and confirms whatever the Secretary shall do by virtue of these presents.

The Secretary shall transfer this deposit for the faithful performance of any and all of the conditions and stipulations as set forth in this bond, or the notice(s) and/or plan(s) of operations as cited above, and the regulations at 43 CFR Subpart 3802 or 3809. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that the Secretary shall have full power to assign, appropriate, apply, or transfer the deposit, 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 a mining claim(s), millsite(s), or tunnel site(s) and/or responsibility for operations on the mining claim(s), millsite(s), tunnel site(s) or Public Lands under the Acts cited in this bond; and

2. WHEREAS the principal has filed a notice with the United States Department of the Interior and/or received approval from the United States Department of the Interior of a plan of operations, which notice and/or plan of operations contains certain stipulations and conditions; and

3. WHEREAS the principal hereby waives any right to notice of, and agrees 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 land covered by the notice(s) and/or plan(s) of operations, and further agrees to remain bound under this bond as to the interest in the notice/plan of operations retained by the principal; and

b. Any modification of the notice(s) and/or plan(s) of operations or obligations thereunder; and

4. WHEREAS the principal hereby agrees that notwithstanding the cancellation or relinquishment of any mining claim(s), millsite(s), or tunnel site(s) covered by the notice(s) and/or the plan(s) of operations, whether by operation of law or otherwise, the bond shall remain in full force and effect as to the terms and conditions of the notice(s) and/or the plan(s) of operations and obligations covered by this bond; and

5. WHEREAS the principal agrees that in the event of any default under the notice(s) and/or plan(s) of operations, the United States, through the Bureau of Land Management, may collect proceeds under the bond and may commence and prosecute any claim, suit, or other proceeding against the principal, without the necessity of joining the owner(s) of the mining claim(s), millsite(s), or tunnel site(s) covered by the notice(s) and/or the plan(s) of operations; and

6. WHEREAS if the principal fails to comply with any provisions of the notice(s) and/or plan(s) of operations, and the noncompliance continues for thirty (30) days after written notice thereof, such notice(s) and/or plan(s) of operations shall be subject to suspension or cancellation under Section 302(c) of the Federal Land Policy and Management Act, as amended [43 USC 1732(c)], and the principal shall also be subject to the applicable provisions and penalties of Sections 303 and 305 of the Federal Land Policy and Management Act of 1976, as amended (43 USC 1733 and 1735) and the regulations at 43 CFR 3809. This provision shall not be construed to prevent the exercise by the United States of any other legal and equitable remedy, including waiver of the default.

7. WHEREAS, on the faith of the foregoing promises, representations, and appointments, and in consideration of this bond, the United States has approved the plan(s) of operations or received the notice(s) referenced herein.

