

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS**

STATEWIDE MISCELLANEOUS LAND USE BOND

KNOW ALL MEN BY THESE PRESENTS that we,

as principal, and

whose address is

as surety, are held and firmly bound unto the State of Alaska in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), lawful money of the United States for the use and benefit of (1) the State of Alaska, (2) any owner of a portion of the land subject to the coverage of this bond who has a statutory right to compensation under AS 38.05.130, and (3) any lessee or permittee under a lease or permit issued by the State of Alaska, covering the same lands subject to the coverage of this bond. For such payment, well and truly to be made, we bind ourselves and each of us and each of our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITIONS of the foregoing obligations are such that, WHEREAS:

- A. The principle has applied for or holds a land use permit or permits covering lands of the State of Alaska under jurisdiction of the Department of Natural Resources; and,
- B. The principal is obligated to comply with certain laws and regulations and certain covenants, stipulations and agreements set forth in said permit or permits; and,
- C. The principal and surety agree that the coverage of this bond shall extend to all of the principal's obligations under said permit or permits, and without notice to the surety shall also extend to and include:
 - 1. Any such permit or permits hereafter issued to or acquired by the principal, the coverage to become effective immediately upon such issuance or upon approval by the State of Alaska; and,
 - 2. Any extension of a land use permit or permits covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth in the original permit or permits;

Provided however, that the surety may elect to have additional coverage authorized under Paragraph C, to become inapplicable as to all interests of the principal acquired more than 30 days after receipt of written notice of such election by the Division of Oil and Gas; and,

- D. The surety hereby waives any right to notice of, and agrees that this bond shall remain in full force and effect notwithstanding any modification of the permit or permits, or obligations thereunder, whether made or effected by modification of the stipulations contained in the original permit or permits, or changes in existing laws, or regulations, or otherwise; and,
- E. The principal and surety agree that notwithstanding the termination of any permit or permits covered by this bond, whether by operation of law or otherwise, the bond shall remain in full force and effect as to all remaining permit or permits covered by the bond; and,
- F. The principal and surety agree that the neglect or forbearance of the State of Alaska in enforcing against the permittee the performance of any other covenant, conditions, or stipulation of the permit shall not in any way release the principal and surety, or either of them, from any liability under this bond.

NOW THEREFORE, if said principal shall in all respects faithfully comply with all of the terms and conditions of the permit or permits referred to hereinabove, then the foregoing obligations are to be void; OTHERWISE, to remain in full force and effect.

Dated this _____ day of _____, 20____.

APPROVAL AND ACCEPTANCE BY THE STATE OF ALASKA

By: _____ Dated: _____
 Department of Natural Resources, Division of Oil and Gas

INSTRUCTIONS:

1. The surety on the bond may be any corporation qualified to issue performance and reclamation bonds in the State of Alaska.
2. If the principals are partners, their individual names shall appear in the spaces provided, with recital that they are partners comprising a firm, naming it, and all members of the partnership shall execute the bond as individuals.
3. Where this bond is executed by a corporation, either as surety or as principal, the bond must be executed by a duly authorized officer, and the individual signing must submit evidence of their authority to act for the corporation.
4. When any party executes this bond through an agent, a power of attorney or other evidence of authority must accompany this bond.