

# INSTRUCTIONS

Land Use Performance Guaranty

### Personal or Business (Not Corporate Surety)

- This form is to be used for a Performance Guaranty (bond) being submitted by an individual or business secured with either a Certificate of Deposit (CD), Cash Trust Account, Passbook Savings Account, or other forms of a guaranty (except corporate sureties) acceptable to the Director of the Division of Mining, Land and Water (DMLW or Division). This form may be used in conjunction with material sale contracts, rights-of-way, land use permits, industrial leases, and any similar contracts, permits, and leases involving the use of State land administered by the Division.
  - Certificate of Deposits (CD's) must be issued from a bank or other financial institution authorized to do business
    in the State of Alaska. The CD account must be automatically renewable and made payable solely to the <u>State</u>
    of Alaska, Department of Natural Resources ITF (Name of Principal). The original CD document must
    accompany the completed Land Use Performance Guaranty form below.
  - A Cash Trust Account may be established through the Department of Natural Resources, Division of Mining, Land and Water by submitting a check payable to the State of Alaska, Department of Natural Resources, accompanied by the completed Land Use Performance Guaranty form below. Cash deposits will be accepted at our Public Information Centers located in Anchorage, Fairbanks, or Juneau during hours of operation Monday through Friday at the addresses listed at the end of these instructions. Cash Trust Accounts do not earn any interest.
- 2. If the Principal is a sole proprietor or partnership, the individual owner or partner names shall appear in the space provided or by securely attached addendum, with the recital that they are the owner or partners comprising the firm by name and all shall execute the Performance Guaranty as individuals.
- 3. If the Principal is a limited liability company, the manager or managing member may execute the Performance Guaranty provided they submit certified evidence in writing of his/her authority to act on behalf of the company, which shall be attached to the completed Performance Guaranty form below.
- 4. If the Principal is a corporation, the Performance Guaranty must be executed by a duly authorized officer of the corporation acting as Principal, and the individual who signs must submit certified evidence in writing of his/her authority to act on behalf of the corporation, which shall be attached to the completed Performance Guaranty form below.
- 5. When any of the parties execute this Performance Guaranty through an agent, a power of attorney or other evidence of authority must accompany the completed Performance Guaranty form below.
- 6. This form is to be used in accordance with the regulations of the Department of Natural Resources (DNR or Department) regarding Performance Guaranty and Performance Guaranty requirements.
- 7. AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120, unless the information qualifies for confidentiality under AS 38.05.035(a)(8) and confidentiality is requested, or qualifies for confidentiality AS 43.05.230, AS 45.48, or other state or federal laws. Public information is open to inspection by you or any member of the public. A person who is the subject of the personal information may challenge its accuracy or completeness under AS 40.25.310, by giving a

written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210. In submitting this form, the applicant agrees with the Department to use "electronic" means to conduct "transactions" (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 - AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the Department may retain this record as an electronic record and destroy the original.

8. Definitions:

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- State File #: Your case number beginning with either LAS or ADL followed by a series of numbers.
- ADL: Alaska Division of Lands
- LAS: Land Administration System
- Bond Type: Please identify the type of bond you are submitting "CASH", "CD", "Passbook Savings Account", or other form approved by DNR and the associated account number.
- Undersigned Principal: List your name if you are a sole proprietor. If your business is a partnership list all partner names, additional sheet may be attached if needed. List company name if a corporation, LLC or LLP.
- Address: Business address
- Doing Business As: Name of company if sole proprietor or partnership, name of division if part of a corporation.
- Sum: Amount of bond being submitted spelled out then enter the equivalent numerical amount (\$) in parentheses.
- Security: Bond Type Enter here the type of bond you are submitting "CASH", "CD", "Passbook Savings Accnt", or other form of guaranty approved by DNR and the associated account number.
- Deposited with: Enter here the name of the Financial Institution where the "CD, Passbook Savings Account, other form of security approved by DNR" has been deposited. If submitting "CASH" enter the DNR Regional Office where the cash bond will be submitted.
- Agreement is identified as: State File # Your case number beginning with either LAS or ADL followed by a series of numbers.

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- Principal
  - Enter the date you are signing this form.
  - Print your name and title if you are a sole proprietor. If partnership, print name and title of the partner authorized to sign on behalf of the partnership, then attach list with additional partners, their titles, signatures, or documentation identifying the partner authorized to sign on behalf of the partnership. If corporation, LLC, or LLP, print name and title of person authorized to sign on behalf of the corporation, LLC, or LLP.
  - Print business address
  - Then, sign in space provided if you are a sole proprietor. If partnership, signature of partner authorized to sign on behalf of the partnership or signatures of all partners must be attached. If corporation, LLC or LLP, signature of person authorized to sign on behalf of the corporation, LLC, or LLP.
- Financial Institution:
  - To be completed by the Financial Institution where funds are deposited if submitting a CD, Passbook Savings Account or other form of guaranty approved by DNR.

- Acknowledgement of Financial Institution:
  - To be completed and notarized by the Financial Institution where funds are deposited if submitting a CD, Passbook Savings Account or other form of guaranty approved by DNR.

Public Information Center 550 West 7th Avenue, Suite 1360 Anchorage, AK 99501-3561 Phone: (907) 269-8400 Fax: (907) 269-8901 dnr.pic@alaska.gov Public Information Center 3700 Airport Way Fairbanks, AK 99709-4699 Phone: (907) 451-2705 Fax: (907) 451-2706 fbx-pic@alaska.gov Regional Land Office P.O. Box 111020 400 Willoughby Avenue, 4<sup>th</sup> Floor Juneau, AK 99811-1020 Phone: (907) 465-3400 Fax: (907) 500-9011 sero@alaska.gov

Statewide TTY – 711 for Alaska Relay or 1-800-770-8973



Division of Mining, Land and Water

ARTMENT OF NATURA

□ Northern Region 3700 Airport Way Fairbanks, AK 99709 907-451-2705 nro.lands@alaska.gov □ Southcentral Region 550 West 7<sup>th</sup> Avenue, Suite 900 Anchorage, AK 99501-3577 907-269-8503 dnr.scro.permitting@alaska.gov

□ Southeast Region P. O. Box 111020 400 Willoughby # 400 Juneau, AK 99801 907-465-3400 sero@alaska.gov

Statewide TTY – 771 for Alaska Relay or 1-800-770-8973

## LAND USE PERFORMANCE GUARANTY PERSONAL OR BUSINESS (Not Corporate Surety)

Contract, Permit, or	Lease - State File # _	
	_	

Bond Type and # \_\_\_\_\_

I/We the undersigned , as Principal, whose address is

and doing business as am/are held and firmly bound unto the State of Alaska, Department of Natural Resources, in the sum of

DOLLARS, (\$

lawful money of the United States, for the use and benefit of the state. For the payment of such sum, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by this bond.

The Principal hereby pledges as security a \_\_\_\_\_ \_\_\_\_\_ (type and account # of security)

(name and address of financial institution, trustee or State deposited with of Alaska designated office). The Principal does hereby irrevocably constitute and appoint the State of Alaska by and through its duly authorized agents as its Attorney-in-Fact to do all things necessary and appropriate to fulfill the

obligations of the Principal should the Principal default on the agreement listed above. It is agreed and understood that this bond shall remain in full force and effect for the period of time provided by law, and until released by the State for actions against this Performance Guaranty.

THE OBLIGATIONS of this Performance Guaranty are as follows:

1. The Principal is by written agreement entering into a contract, permit, or lease with the State of Alaska ("the

\_\_\_\_\_ (*State file #*), that is in State") involving State land, which agreement is identified as reference, incorporated fully herein in all its terms and made a part of this Performance Guaranty.

- 2. In accordance with State regulations at 11 AAC 96.060, the Alaska Department of Natural Resources ("the department") has determined that the Principal is required to furnish the State an individual Performance Guaranty, acceptable to the department and conditioned upon compliance with all terms of the agreement.
- 3. The Principal has chosen to post this individual Performance Guaranty with the department as a guaranty that the obligations, terms, and conditions of the agreement will be completed as required by the Alaska Land Act, AS 38.05, and attendant regulations at 11 AAC 96.

- 4. The coverage of this Performance Guaranty extends to the Principal's obligations under the agreement and under applicable laws and regulations, to assure that all of the activities on and uses of the land subject to the agreement are conducted by the Principal in compliance with the obligations, terms, and conditions of the agreement.
- 5. Upon a determination by the State that the Principal has satisfactorily complied with the obligations, terms and conditions of the agreement pertaining to activities on and uses of the land, and the applicable laws and regulations, then the obligations of this Performance Guaranty shall be remain in full force and effect until exercised or released in writing by the State.
- 6. The Principal agrees that:
  - a. unless the Principal has replaced this Performance Guaranty with other guaranty acceptable to the department conditioned upon compliance with all terms of the agreement, coverage under this Performance Guaranty shall extend to and include any extension(s) in time of the agreement, such coverage to continue irrespective of the expiration of the obligations, terms, and conditions originally set forth in the agreement; the Principal and Financial Institution (if applicable) shall not cancel this Performance Guaranty unless released in writing by the State;
  - notwithstanding any modifications of the agreement approved by the department, this Performance Guaranty remains in full force and the Principal and Financial Institution (if applicable) waive, as a defense against the State, any right to notice of any such modifications;
  - c. the department shall review this Performance Guaranty from time to time and may require an adjustment in the amount of the Performance Guaranty. No increase in Performance Guaranty amount shall bind the Principal without the Principal's written consent;
  - d. the neglect or forbearance of the State in enforcing against the Principal, performance by the Principal of any obligation, term, or condition of the agreement shall not in any way release the Principal from liability under this Performance Guaranty;
  - e. whenever the Principal shall be, and is declared by the State to be, in default under the obligations, terms, and conditions of the agreement, the State shall notify the Principal. Upon receipt of a notice of the Principal's default from the State and demand by the State for performance or payment, the State shall promptly move to collect the face value of the Performance Guaranty by executing the negotiable instrument or liquidating funds or securities provided, or in lieu of paying the face amount, the director may approve the Principal's remedy of the default by the Principal fully completing the performance of the Principal's obligations under the agreement. The Principal of its obligations under the agreement.

## [Copy, fill-out, and attach the below if more signatures are necessary]

		PRINCIP/	<u> </u>		
Signed and executed this	day of			_, 20	
BY:					
(Print name)			(Title)		
(Address of Principal)					
Ву:					
(Signature of Principal)					
	FINANCIAL II	NSTITUTIO	N (if applic	cable)	
Signed and executed this	day of			_, 20	
BY:					
(Print name)			(Title)		
(Address of Financial Institution) By: (Signature of Financial Repl					
The foregoing instrument was a				ISTRUTION	
	-	•	doviať		20
(Name of Individual)	this	;	day of _		, 20
Witness my hand and official sea	al				
				(Signature of Notary Publ	ic)
(Seal)				My Commission Expires:	
	APPROVAL AND ACCI DEPARTMEN				
BY:					
(Signature of Authorized Sta	ate Representative)	(Title)		(Date	
				State File #	