



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
Surface Mine Performance Agreement

ACT-1009
03/19/2021

CA Mine No. 91-40-00 Reclamation Plan Permit No.

THIS AGREEMENT entered into this ___ day of ___, 20___, by and between ___ who is the owner and/or project operator/developer of the real property on which the improvements set forth herein will be made and who is hereinafter called the "APPLICANT", and the COUNTY OF SAN LUIS OBISPO, a political subdivision in the State of California, hereinafter referred to as "COUNTY". This agreement supersedes any prior performance agreements for reclamation plans for referenced file number.

1. The APPLICANT shall deposit with COUNTY satisfactory security (certificate of deposit or irrevocable letter of credit from an accredited financial institution authorized to do business in the State of California, or surety bond) in the amount of \$___ (approved FACE amount or greater) made payable to "the County of San Luis Obispo or Department of Conservation" to guarantee satisfactory completion of the reclamation, and to complete any conditions pursuant to the standards set by the approved reclamation plan for Assessor's Parcel Number(s) ___.

2. If APPLICANT desires to submit a surety bond as security, it shall consist of a faithful performance bond with a responsible corporate surety conditioned upon the faithful performance by APPLICANT of all of the covenants and conditions required to be performed by APPLICANT by this Agreement. The surety or sureties on any and all furnished by APPLICANT must be satisfactory to COUNTY.

3. This agreement guarantees the reclamation of the surface mine by APPLICANT located at Latitude ___, Longitude ___, Section-Township-Range-Base Meridian ___, Quad Name ___, County ___.

4. APPLICANT shall complete all improvements to the satisfaction of the San Luis Obispo County Director of Planning and Building or authorized representative within 90 days after mining operations cease.

5. The Department of Planning and Building shall review the completed work for the compliance with the terms and conditions of this Agreement, including the terms and conditions set forth in reclamation plans for referenced file number and incorporated by reference, after receipt of written notification from the APPLICANT requesting such review. If all conditions of this Agreement are met, COUNTY shall refund the deposit or release the surety after completion of review. In the event that the Department of Planning and Building determines that the terms and conditions have not been complied with, it shall notify the APPLICANT in writing of the terms and conditions not in compliance.

6. If said improvements are not satisfactorily completed within the time set in Paragraph 4, the COUNTY may elect to complete the same. If the COUNTY does elect to complete said improvements, the COUNTY may, at its option, declare the bond of deposit or other security forfeited and utilize the proceeds to complete the said improvements, or the COUNTY may complete said improvements and recover the full cost and expense thereof, including reasonable attorney's fees from the APPLICANT and the surety.

7. No waiver by the COUNTY at any time of any of the terms, conditions or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained.

Surface Mine Performance Agreement

8. Permission is hereby granted to the **COUNTY**, or its authorized agent, to enter upon the land which is the subject of this Agreement for the purpose of inspection or completion of any and all of the improvements to be constructed or installed under this Agreement.
9. **APPLICANT** shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of the Agreement, including, but not limited to inverse condemnation, equitable relief, or any wrongful act or any negligent act of omission to act on the part of the **APPLICANT** or of agents, employees or independent contractors directly responsible to the **APPLICANT**, providing further that the foregoing shall apply to any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the **APPLICANT**, the **APPLICANT'S** agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require the **APPLICANT** to indemnify the **COUNTY** against any responsibility or liability in contravention of Section 2782 of the Civil Code.
10. It is understood and agreed by the parties hereto that this Agreement shall bind the heirs, executors, administrators, successors, and assigns of the respective parties to the Agreement.
11. Pursuant to Board of Supervisors' Resolution No. 93-140, the San Luis Obispo County Director of Planning and Building or his duly authorized representative may execute this Agreement on behalf of the **COUNTY**.

APPLICANT

Printed Name: _____

Title: _____

Signature: _____

Date: _____

COUNTY

Trevor Keith

Director of Planning and Building

San Luis Obispo County

Signature: _____

Date: _____