

**IRREVOCABLE LETTER OF CREDIT FOR RECLAMATION PERMIT**  
(For Use by Non-Metallic Mines)

LEAVE BLANK
Permit Number

Dear Sauk County:

We hereby establish our Irrevocable Letter of Credit No. \_\_\_\_\_ in favor of Sauk County as beneficiary, at the request and for the account of \_\_\_\_\_

\_\_\_\_\_  
(Owner's Name and Address)

as customer, up to the aggregate amount of \_\_\_\_\_

U.S. dollars \$ \_\_\_\_\_, available upon presentation of:

1. A sight draft, bearing reference to this letter of credit no. \_\_\_\_\_, together with
2. A signed statement declaring that the amount of the draft is payable pursuant to Wis. Stat. § 295.13, Wis. Admin. Code § 135.40, and Sauk County Code of Ordinances, if applicable.

Whereas the customer owns or operates a non-metallic mining facility named

\_\_\_\_\_  
\_\_\_\_\_ located in Section \_\_\_\_\_,

Township \_\_\_\_\_, Range \_\_\_\_\_, Town/City/Village of \_\_\_\_\_, Sauk County, Wisconsin, and that facility is subject to the requirements of the reclamation plan approval issued by the

beneficiary, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and any amendments thereto.

This letter of credit is written to provide proof of financial responsibility pursuant to section 295.13, Wisconsin Statutes, and section NR 135, Wisconsin Administrative Code, as amended, to ensure compliance with the requirements of the reclamation plan, and any amendments thereto, and shall inure to the benefit of the beneficiary.

This letter of credit is effective on \_\_\_\_\_, and shall expire on \_\_\_\_\_ (this being the "TERMINATION DATE"), except that this letter of credit shall automatically renew on the termination date for a term of one year and annually thereafter on each successive termination date until all of the reclamation requirements have been completed, unless we elect to cancel this letter of credit. In the event we wish to cancel this letter of credit, we shall provide notice in writing of our intent to cancel to the beneficiary by registered or certified mail not less than 90 days prior to the end of the current term of this letter of credit. Unless the customer delivers to the beneficiary a replacement letter of credit or other acceptable proof of financial responsibility under section 295.13, Wisconsin Statutes, section NR 135, Wisconsin Administrative Code, and Sauk County Code of Ordinances, as applicable, we will pay to the beneficiary the unused balance of this letter of credit on the termination date.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we will duly honor such draft upon presentation to us.

All or any part of this letter of credit may be drawn upon by the beneficiary, upon written request of the Director of the Sauk County Department of Conservation, Planning and Zoning, and in accordance with section NR 135, Wisconsin Administrative Code, as amended, to be used to carry out the reclamation requirements of the reclamation plan as submitted as part of the permit application, and any amendments thereto, if the customer or any successor in interest fails to do so.

I hereby certify that I am authorized to execute this letter of credit on behalf of \_\_\_\_\_

\_\_\_\_\_

(Name and Address of Issuing Institution)

a bank or financial institution which is examined and regulated by a federal agency, or in the case of a bank or financial institution located within the State of Wisconsin, which is examined and regulated by the state or a federal agency.

Attest:

\_\_\_\_\_  
(Signature and Title of Official of Issuing Institution) (Date Signed)

This credit is subject to the Wisconsin Uniform Commercial Code and the Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce. In the event of inconsistency, the Wisconsin Uniform Commercial Code shall apply.