

**(Financial Institution's Name)**  
**(Financial Institution's Address)**  
**(Financial Institution's Telephone Number)**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

Amount: (Credit Amount) No. (Number of Letter)

To: Administrator (Date)  
Brown's Creek Watershed District  
c/o Washington Conservation District  
1380 West Frontage Road, Hwy 36  
Stillwater, MN 55082

WE HEREBY AUTHORIZE YOU TO VALUE ON

**(Name of Financial Institution)**

DRAFTS AT SIGHT FOR ANY SUM OR SUMS  
NOT EXCEEDING A TOTAL OF

**(Amount Written in English Words and Arabic Numbers)**

FOR THE ACCOUNT OF **(Name of Principal/Applicant on Permit)**

This Letter of Credit shall be valid until **(one year from the date of this letter)**, and shall be automatically extended for successive one-year periods on the expiry date and each anniversary thereof, and not otherwise modified, unless at least thirty (30) days prior to any such expiry date or anniversary thereof, or effective date of modification, we notify you in writing by certified mail, return receipt, delivered to Brown's Creek Watershed District, c/o Washington Conservation District, 1380 West Frontage Road, Hwy 36, Stillwater, MN 55082, Attn: Administrator, and to Brown's Creek Watershed District c/o Smith Partners, 400 Second Avenue South, Suite 1200, Minneapolis, MN 55401, that we intend to cancel or modify this Letter of Credit. Until the effective date of cancellation or modification, and thereafter as the modified Letter of Credit may provide, you may draw hereunder by your drafts, drawn at sight on us and accompanied by a statement signed by your administrator or one of your officers or attorneys in fact to the effect that **(the Principal named above)** has failed to execute the work set forth and/or authorized in Brown's Creek Watershed District Permit No. **(Permit Number)** in compliance with the specifications, requirements or conditions of the permit and District rules as of that date. Further, the draft shall state the amount of the requested draw written in both English words and Arabic numbers, which shall not exceed the face amount hereof, as set forth above.

Except as otherwise expressly stated, this letter of credit is subject to the International Standby Practices, International Chamber of Commerce Publication No. 590, and as to matters not governed thereby shall be construed and enforced in accordance with the laws of the State of Minnesota.

The drafts drawn under this letter of credit are to be endorsed hereunder and must bear the clause: “Drawn under the (**name of Financial Institution, Letter Number and Date**).”

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this letter of credit that the same shall be duly honored on presentation if drawn and negotiated on or before (**one year from the Letter date set forth above**) or the successive one year anniversary of that date or as otherwise modified in accordance with the amendment provision above. This Letter of Credit shall be (**Financial Institution’s**) individual obligation and not contingent on any reimbursement thereto.

By \_\_\_\_\_  
(Authorized Signature)