

**STATE OF SOUTH DAKOTA  
CASH DEPOSIT – SDCL 45-6**

1. This Agreement and Assignment is entered into by the South Dakota Board of Minerals and Environment, hereinafter referred to as "State", and \_\_\_\_\_, hereinafter referred to as "Assignor", following procurement of Mine License \_\_\_\_\_.
2. For value received, \_\_\_\_\_, Assignor, does hereby assign, transfer, and set over to the State, in lieu of posting a surety bond, the sum of \$\_\_\_\_\_ in cash hereafter listed.
3. Assignor makes this assignment pursuant to the requirements of SDCL Chapter 45-6, as applicable.
4. The cash deposit hereby pledged is described as follows:

Date	Amount	Number	Issuing Bank & City
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**Tax ID No. if certificate is in a business name:** \_\_\_\_\_

**Social Security No. if certificate is in an individual name:** \_\_\_\_\_

5. The State shall hold the cash deposit during the term of this assignment.
6. The State may at any time after Assignor fails to fully comply with all the requirements of the license and SDCL 45-6, as applicable, and after giving written notice to the Assignor, surrender the cash deposit to any bank in exchange for money, or proceed against the cash deposit.
7. The cash deposit may be released by the State when Assignor's obligations under the license and SDCL 45-6, as applicable, are fully performed, or when Assignor is succeeded by another operator who has a license and bond involving the same affected land covered by Assignor's license.
8. Assignor, under this agreement, hereby acknowledges that under the provisions of SDCL 34A-10-2.2 and 34A-10-2.3, all right and title to any cash deposit shall be held by the State until such time as the Board, by order releases the cash deposit. Such cash deposit does not constitute an asset of the person required to provide it, and may not be canceled, assigned, revoked, disbursed, replaced or allowed to terminate without Board approval. The cash deposit may not be assigned for the benefit of creditors, attached, garnished, levied or executed on, or subject to process issued from any court except for the purpose of enabling the State to effectuate environmental cleanup or remediation.
9. ***I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.***

\_\_\_\_\_  
Assignor's Signature

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

**STATE ACCEPTANCE**

The South Dakota Board of Minerals and Environment accepts this cash deposit in the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
Chairman, SD Board of Minerals & Environment

\_\_\_\_\_  
Date