IRREVOCABLE LETTER OF CREDIT

DATE OF ISSUE: \_\_[insert today’s date]\_\_

BENEFICIARY: APPLICANT:

Montgomery County Planning Board of the \_[insert name of owner/applicant]\_\_\_

 Maryland-National Capital Park and \_[c/o managing member if any]\_\_\_\_\_

 Planning Commission \_[insert owner’s mailing address]\_\_\_

8787 Georgia Avenue \_[owner’s mailing address Line 2]\_\_\_

Silver Spring, Maryland 20910

 Re: IRREVOCABLE LETTER OF CREDIT NO. \_[insert Letter of Credit number]\_

To whom it may concern:

We, [insert name of bank or surety company], this [insert date] day of [month] , [year], hereby authorize you to draw on us for account of \_[insert name of owner/applicant]\_\_\_\_\_ up to an aggregate amount of U.S. Dollars [insert amount of Letter of Credit taken from the approved Site Plan Cost Estimate] , such amount not available except by your drafts at sight.

Each draft must be accompanied by your certification that ­­\_[insert name of owner/applicant]\_ failed to complete the work authorized under the approved certified

Site Plan No.­ [insert number] for the [insert name of site] subdivision, in accordance to Montgomery County Planning Board approval dated [insert stamp date of when resolution was *mailed* to the applicant] .

We hereby further agree that:

(a.) Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at our office on or before [insert date exactly one year later than today’s date] , or any extensions thereto.

(b.) Funds available under this Letter of Credit may be drawn in such amounts and at such times as determined by the appropriate official, in their sole discretion, provided that the amount drawn shall not exceed the aggregate amount specified herein. Partial fundings are permitted.

(c.) We agree that no change, extension of time, alteration, or addition to the work to be performed, or to the plans and/or specifications relating to the same, shall in any way affect our obligation under this Letter of Credit, and we specifically waive notice of any such change, extension of time, alteration, or addition on the understanding that our obligation(s) under this Letter of Credit shall not be increased above the amount set forth above.

(d.) We shall have no right, duty, obligation, or responsibility to evaluate the performance or non-performance of the underlying contract between our customer and the beneficiary of this credit.

(e.) It is a condition of this Letter of Credit that it will automatically be extended for successive one-year periods of time unless sixty days prior to such date we will notify you, in writing by registered mail, that we elect not to renew this Letter of Credit for such additional period.

(f.) The amount of any draft drawn hereunder must be endorsed on the reverse side hereof. All drafts must be marked Drawn under Irrevocable Letter of Credit No.

 [insert number], for [insert amount of Letter of Credit in U.S. Dollars] , and must be accompanied by the original Letter of Credit.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practices for Documentary Credits (1983 Revision), International Chamber of Commerce (Publication No. 400).

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

If cancellation of this Letter of Credit is required before the expiry date stated herein, the original of this Letter of Credit must be returned to us with the Beneficiary’s letter requesting cancellation.

SIGNATURES...

\_[insert name of bank/surety company]\_\_\_

\_[insert address of bank/surety company]\_

\_[address of bank/surety company Line 2]\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature of authorized agent of bank/surety company]

\_[type name of authorized agent of bank/surety company]\_\_

\_[type title of authorized agent of bank/surety company]\_\_\_