

SAMPLE FORM
FOR LETTER OF CREDIT
FOR SUBDIVISION OR IMPROVEMENT AGREEMENTS

[On Bank's Letterhead]

BENEFICIARY:

City of Antioch
Attn: Community Development Director
P.O. Box 5007
Antioch, CA 94531-5007

Effective Date: _____

Expiration Date: _____

[Letter of Credit shall be renewed automatically as set forth below and shall not expire any earlier than 45 days after the filing of Notice of Completion for the project]

Amount: \$ _____

APPLICANT:

RE: _____
Project Name

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

We hereby establish our irrevocable Letter of Credit in favor of the City of Antioch for an amount not exceeding the aggregate _____
(\$ _____) U.S. dollars available by your drafts drawn at sight on us at

[Note: confirm a local bank authorized to do business in State of California]

and accompanied by the document specified below:

Letter signed by the Director of Public Works or City Engineer that the Applicant is in default of its obligations to faithfully perform the conditions of approval for the project and/or the terms of the agreement(s) set forth below, including but not limited to completion of certain improvements or work and obligations to subcontractors and suppliers under California statutes:

[Note: list applicable agreements here]

Upon demand, the funds in the above-designated amount, or such partial amount of said funds as are demanded, shall be made available to the City of Antioch.

Partial drawing on the funds established herein shall be permitted no more frequently than every calendar month.

This Letter of Credit shall not expire until 45 days after the filing of a Notice of Completion and shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof unless sixty (60) days prior to any such date we shall notify the Director of Community Development and City Attorney by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period. In the event of such election, the City of Antioch may automatically draw the full amount of the Letter of Credit, with no supporting documentation, and Bank will pay City of Antioch upon receipt of such draft.

This Letter of Credit may not be modified without the prior written consent of the Director of Community Development and City Attorney.

This issuer hereby agrees that in the event of any legal dispute relating to interpretation and enforcement of this irrevocable Letter of Credit, the prevailing party shall receive costs, including reasonable attorney's fees, and venue shall be in the Contra Costa County Superior Court, State of California.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

Signature

Print Name

Title

Name of Bank

Address

Phone Number

[NOTARIAL ACKNOWLEDGMENT]