OC PublicWorks

Irrevocable Letter of Credit

(Bank Name and Address)
Example: Wording must be as shown on Bank's letterhead

TO: COUNTY OF ORANGE
OC DEVELOPMENT SERVICES
P.O. BOX 4048
SANTA ANA, CALIFORNIA 92702-4048

DATE: _____
CREDIT NO. _____
AMOUNT U.S. _____

Gentlemen:

At the request of (the "Customer" ___, the "Bank"* hereby establishes in your favor an Irrevocable Letter of Credit (the "Credit") ___ for a total amount of U.S. $ _____available by your sight draft, drawn on (the "Bank" expiring ___date**_____ unless automatically renewed as herein provided.

This Letter of Credit shall be automatically extended for additional periods of one (1) year from the present or future expiration date, unless we notify you and (the "Customer") via courier or certified mail at least one-hundred twenty (120) calendar days prior to the then expiration date that we have elected not to renew this Letter of Credit. Thirty (30) days after receipt of such notice, you may draw on this Letter of Credit by presentation of the documents mentioned herein.

This Credit is issued in connection with the obligation of the ("Customer" for grading and pertinent improvements to property located at ____(address)_____ within the County of Orange, California. A drawing under this Credit shall be made by you presenting to us this Letter of Credit, and a demand in writing signed by a person who has been duly authorized to sign on our behalf.

Said demand shall refer to this Credit by the above number, shall state the amount demanded and shall certify one of the following:

a) That the customer has failed to comply with the conditions of the grading permit, after fifteen (15) days written notice to the customer demanding compliance with the conditions of said permit or,
b) The work authorized by the above Permit has been left in a hazardous condition or,
c) The work remains incomplete and the County of Orange has received notice that we have elected not to renew this Letter of Credit.

Upon receipt of the said documents we shall pay to you the amount stated in the said demand to be payable to you without inquiring whether you have a right to such amount as/between yourself and the customer, provided that such amount, together with other amounts paid to you under this Credit, if any, do not exceed in the aggregate amount of this Credit.

This Credit shall be terminated upon receipt of your letter certifying that the subject grading has been completed in a satisfactory manner.

OC Public Works

Irrevocable Letter of Credit

_____ Bank

By: _____
(Authorized Representative)
(Notary Signature Attached)

* Must be a California Bank
** Must be at least two (2) years from date of issuance.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
}ss.
COUNTY OF ORANGE }

On _____, 20____before me, _____,
personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal. _____