

STORMWATER MANAGEMENT PLAN
IRREVOCABLE BANK LETTER OF CREDIT

Issuing Bank and Address: _____

Applicant Name and Address: _____

Property and Project: _____

Beneficiary: CITY OF STATESVILLE
PO BOX 1111
STATESVILLE, NC 28687

Amount: Not to exceed \$_____, United States Dollars.
Reducible to \$_____, with Beneficiary written approval upon
completion of construction of storm water management facilities.

Effective Date: _____

Expiration Date: _____, with automatic extensions as described herein until the
later of one (1) year after completion of construction of the storm water management facilities, or
completion of construction on all phases of the project.

Available At: _____, Iredell County, North Carolina

Letter of Credit Number: _____

The Issuing Bank (Bank) hereby issues this Irrevocable Letter of Credit in favor of Beneficiary in the not-to-exceed amount indicated above. This Letter is issued as security for the obligations of Applicant for facilities required by a Storm Water Management Plan for the property and project identified above, as approved by the City of Statesville ("City"), to complete the construction of those facilities and hereafter maintain them in a clean, unobstructed manner and in good working order until this letter expires or is returnable as provided herein.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive periods of one year from the present or any future expiration date, unless at least 60 days before any such expiration date, Bank gives Beneficiary written notice by registered mail to the address above, that Bank elects not to renew this letter of credit for such additional period.

Beneficiary may draw on this Letter of Credit by presenting drafts at the "Available At" location, accompanied by a dated statement bearing an original signature purporting to be an authorized signer

for the City of Statesville (indicating the name and position of the signer), as specified below for the indicated purposes. Partial draws and draws up to 100 percent of the drawing are allowed.

Plan Conditions: Draws for failure of the Applicant to complete or maintain the storm water management facilities that this Letter of Credit is given to secure will be paid upon presentation of Beneficiary's draft and statement to Bank that:

"The City of Statesville hereby certifies that the requirements of the Storm Water Management Plan described in Letter of Credit No. _____, have not been complied with by Applicant and the City of Statesville has or will incur actual costs and/or damages as a result thereof. Therefore, the City of Statesville is entitled to the amount of \$ _____ for those actual costs and/or damages from Applicant's Letter of Credit."

Non-renewal: Draws for non-renewal of this Letter of Credit will be paid upon presentation of Beneficiary's draft and statement to Bank that:

"The security which Letter of Credit No. _____ provided is still required in the amount of \$ _____ and replacement security acceptable to the City of Statesville was not provided by Applicant at least ten (10) days before the Expiration Date. Therefore, the stated amount is payable to the City of Statesville."

Engagement: Bank hereby agrees with Beneficiary that drafts drawn under and in compliance with this Letter of Credit and including its number, will be duly honored upon presentation and delivery of the documents specified, if presented on or before the Expiration Date indicated above.

Jurisdiction and Venue: This Letter of Credit shall be governed by and construed in accordance with the laws of North Carolina and _____ **[Bank Name]** agree to exclusive forum and venue of all actions arising out of this Letter of Credit shall be the North Carolina General Court of Justice, Iredell County, North Carolina.

Date: _____

[NAME OF BANK]

By: _____
Signature

Printed Name

Title

NORTH CAROLINA
COUNTY OF IREDELL

I, _____, Notary Public in and for the County and State aforesaid, do certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of _____ **[BANK NAME]**, in his/her capacity as _____ of _____ **[BANK NAME]**, a _____ Corporation registered in North Carolina.

WITNESS my hand and seal this _____ day of _____, 20 _____.

Notary Public

Print/Type Name: _____

My Commission Expires: _____

(SEAL)

Expires: _____