

IRREVOCABLE LETTER OF CREDIT
(For Maintenance Agreement – Road Improvements)

(_____)
(_____)

Seminole County Board of County Commissioners
1101 East First Street
Sanford, Florida 32771

Re: Irrevocable Letter of Credit No. _____

Dear Commissioners:

By order of (_____), we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on (_____) up to an aggregate amount of (_____) available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Performance and Payment Agreement dated _____, 20____, between (_____) and Seminole County is in default.

Drafts must be drawn and negotiated on or before (_____), and each draft must state that it is drawn under Irrevocable Letter of Credit No. _____ of (_____) dated _____, 20____, and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically renew itself for successive one-year periods unless the Bank shall give notice to you no later than forty-five (45) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the County shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. In the event a draw based on expiration of this Letter of Credit the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Performance and Payment Agreement with (_____).

Upon tender of payment, you will release to the Bank the original Irrevocable Letter of Credit marked "Cancelled." In any event, upon expiration or at any time after the completion of the Performance and Payment Agreement dated _____ 20____, to the satisfaction of the Board of County Commissioners evidenced by a written acceptance of the required improvements covered by said Performance and Payment Agreement, you will return the original Letter of Credit to this Bank marked "cancelled."

We hereby engage with drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

If the Board of County Commissioners initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorney's fees, but the (_____) shall not be responsible for any attorney's fees in excess of fifteen percent (15%) of the aggregate amount of this Letter of Credit.

“This Letter of Credit sets forth in full the terms of our undertaking.”

Very truly yours,

Bank President

ATTEST:

Bank Vice-President
(Corporate Seal)