

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

DATE OF ISSUANCE: _____

BENEFICIARY:
LIVINGSTON COUNTY DRAIN COMMISSIONER
2300 E. GRAND RIVER, SUITE 105
HOWELL, MI 48843-7581
Phone: 517-546-0040
www.livgov.com/drain

APPLICANT: _____

EXPIRATION DATE:

Expires on: _____ (*minimum 2 years from the date of issuance*) at the close of business.

AMOUNT OF CREDIT: Not to exceed, in the aggregate:

_____ Dollars and ____/100 (\$ _____)

At the request and for the account of the above named Applicant, we hereby establish our Irrevocable Standby Letter of Credit in the Beneficiary's favor. This Credit is issued to secure the following indicated items:

- Completion of the drainage improvements in accordance with the approved plans and specifications.
- Compliance with the approved Soil Erosion Control Plan including site stabilization pursuant to Livingston County Soil Erosion and Sedimentation Control Ordinance and Part 91 of Act 451, as amended.
- Completion of repairs pursuant to notification under the Agreement for the Establishment of a County Drain and Drainage District. (*Indicate the name of the Drain and Drainage District below.*)

▪ **For the Project known as:** _____

Located at: _____

And the: _____ County Drain and Drainage District.

Availability:

Payment under this Irrevocable Standby Letter of Credit is available when a sight draft (partial drafts are allowed) is presented at our _____

(*name & location of the bank*) office containing the following information:

Each sight draft drawn hereunder must be marked "Drawn Under _____

(*issuing bank*), Letter of Credit No. _____", and reading as follows: "We hereby certify

that the amount of _____ Dollars and ____/100

(\$ _____) drawn under _____'s

(*name & location of the bank*) Irrevocable Standby Letter of Credit No. _____, is

payable to us because _____ (**applicant**)

has: (Check one or more of the following.)

- Failed to complete the drainage improvements in accordance with the approved plans and specifications.
- Failed to maintain compliance with the approved Soil Erosion Control Plan or to achieve site stabilization pursuant to the Livingston County Soil Erosion and Sedimentation Control Ordinance and Part 91 of Act 451 as Amended.
- Failed to complete repairs pursuant to notification under the Agreement for the Establishment of a County Drain and Drainage District.”

Items indicated as reason for draft(s) cannot be items that are not indicated as secured by this Letter of Credit. The sight draft must be dated and signed by an authorized signer for the Livingston County Drain Commissioner, indicating the name and title/capacity of the signer.

The original of this Letter of Credit must be returned to us with any drawing(s) hereunder for our endorsement of any payment effected. We undertake to return said original Letter of Credit to you (unless fully utilized or expired) after payment with our advice of settlement.

This Letter of Credit shall not be released prior to the current expiration unless _____ (**name & location of the bank**) receives a release letter from the Livingston County Drain Commissioner, or the amount of the credit has been fully utilized.

This Letter of Credit shall be automatically renewed for one year from the expiration date hereof or any future expiration date unless at least one hundred twenty (120) days prior to the current expiration date, we notify both Livingston County Drain Commissioner, and _____ (**applicant**) by certified mail that we have decided not to extend this Letter of Credit beyond the current expiration date. In this event, we agree to pay any drafts, that are in compliance with the terms of this Letter of Credit, presented at our _____'s (**name & location of the bank**) office, on or before the close of business on the current expiration date.

Unless otherwise expressly stated herein, this Letter of Credit is subject to the “UNIFORM CUSTOMS AND PRACTICE OF DOCUMENTARY CREDITS, 2007 REVISION, ICC PUBLICATION No. 600”.

Engagement:

We hereby agree with you that draft(s) drawn under and in compliance with the terms of this Credit will be duly honored upon presentation and delivery of the documents as specified herein if presented to this office on or before the expiry date indicated above.

(Bank name & location)

(Signature block)

Director/Enforcing Agent
Livingston County Drain Commissioner

Release Date: _____

(Printed bank representatives name)

(Title) _____

Date: _____, 20 __