

**LETTER OF CREDIT  
EROSION AND SEDIMENT CONTROL**

**BANK LETTERHEAD  
DATE**

County of Powhatan  
3834 Old Buckingham Road, Suite E  
Powhatan, VA 23139

**Attention: Director of Planning and Community Development**

Gentlemen:

We hereby open our Irrevocable Letter of Credit No. ( \_\_\_\_\_ ) in your favor for the account of ( Name of Developer ) ( Address ) for the sum not exceeding ( Gross sum of estimated cost of required improvements ), available by your letter of request addressed to the ( Name of Bank ) ( Street Address ) and accompanied by document specified below:

A statement signed by an official of Powhatan County, Virginia, stating that (I) ( Name of Developer ) has not satisfactorily completed the improvements as required by the approved construction plans for ( Site ) District, (Powhatan County, Virginia, dated \_\_\_\_\_ 20 \_\_ ) by ( Name of Engineer/Surveyor ); and (ii) the drawing is for the explicit purpose of providing the completion of the road construction and related improvements in compliance with the above plans. Statement must certify that the person signing is an "official" of Powhatan, County, \_\_\_\_\_ Virginia.

**or**

A statement signed by an official of Powhatan County, Virginia to the effect that notice has been received from Name of Bank that this Irrevocable Letter of Credit shall terminate within ninety (90) days and no replacement letter of credit has been delivered by Name of Developer at least thirty (30) days prior to such termination. Statement must certify that the person signing is an "official" of Powhatan County, Virginia.

All drafts must bear the clause: "Drawn under Name of Bank Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_ 20 \_\_\_\_.

We hereby engage with you that all drafts drawn in compliance with the terms of this Letter of Credit shall be duly honored upon presentation and delivery of the documents. This Irrevocable Letter of Credit shall remain in full force and effect for a period of one (1) year from the date of this Letter of Credit and shall remain automatically renew from year-to-year thereafter, unless and until Name of Bank, shall give ninety (90) days prior written notice to Powhatan County, Virginia c/o Director of Planning and

Community Development, 3834 Old Buckingham Road, E, Powhatan, Virginia 23139, by certified mail, return receipt requested, of its intent to terminate same at the expiration of the ninety (90) days period.

This Letter of development or an authorized official of Powhatan County, Virginia giving written release to Name of Developer and Name of Bank stating that "Name of Developer has well and truly performed and fulfilled the obligations of the agreement", and returning the original of this Letter of Credit to Name of Bank, County of Powhatan, Virginia, or Name of Developer.

Documents must be presented at Name of Bank, currently located at address, City, State zip code.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for Commercial Documentary Credits," of the International Chamber of Commerce, Publication No. 400 (1983 Revision). This Irrevocable Letter of Credit shall be interpreted by and is subject to the provisions of the Uniform Commercial Code Letters of Credit, Title 8.5A of the Code of Virginia, 1950, as amended.

Very truly yours,

Name of Bank  
Authorized Bank Officer  
Corporate Seal

**COMMONWEALTH OF VIRGINIA  
COUNTY OF POWHATAN to wit:**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVEED AS TO FORM:

APPROVED AS TO CONTENTS:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Director of Planning and Community  
Development

Date: \_\_\_\_\_

Date: \_\_\_\_\_