



302 N. Main Street
Culpeper, Virginia 22701

DEPARTMENT OF DEVELOPMENT

Planning and Zoning

(540) 727-3404 Fax: (540) 727-3461

(Issuance Date: _____)

Culpeper County Board of Supervisors
Attention: Erosion and Sediment Control Administrator
Planning and Zoning Department
302 North Main Street
Culpeper, Virginia 22701

Re: Letter of Credit Number _____
Project Name: _____

(exactly as described in the Erosion and Sediment Control Agreement)

We hereby establish an irrevocable and unconditional LETTER OF CREDIT in your favor in the sum of **(Amount typed out into words followed by numeric representation in parenthesis with dollar sign)** available by your draft or drafts, which may be drawn hereunder in part or whole up to maximum total draw of **(Same amount typed out into words followed by numeric representation in parenthesis with dollar sign)** for improvements to be installed and constructed in the development known as **(Project Name)** as designated in the Agreement between **(Developer)** and Culpeper County, dated _____, a copy of which is hereto attached as Exhibit A.

All drafts drawn hereunder must be marked "drawn under LETTER OF CREDIT" number _____, of **(Financial Institution)**, dated _____." Drafts drawn pursuant to this Letter of Credit must be accompanied by certification from the Culpeper County Erosion and Sediment Control Administrator that improvements have not been completed in accordance with the terms and conditions of the agreement, dated _____ by and between _____ and Culpeper County. Copies of this Letter of Credit are acceptable for drafts unless the entire remaining balance is being drawn. Drafts may be presented via overnight delivery service.

We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored when presented at **(Financial Institution and Address)** on or before **(Expiration Date, which must be at least 30 days after the completion date in the Agreement)**. If necessary, this Letter of Credit shall then renew automatically for successive one-year terms on the anniversary of the initial expiration date unless **(Financial Institution)** gives at

least ninety (90) days prior written notice to the Culpeper County Erosion and Sediment Control Administrator, , 302 North Main Street, Culpeper, VA 22701, with a copy to Culpeper County Attorney, 306 North Main Street, Second Floor, Culpeper, VA 22701, both by certified mail, return receipt requested, of its intent to terminate same at the expiration of the ninety (90) day period. Otherwise, this Letter of Credit shall terminate in one of the following ways: (1) upon the expiration date of this letter or any subsequent auto-renewed extension as set forth above, whichever is longer; or (2) prior to such expiration date, upon the Erosion and Sediment Control Administrator giving a written, signed, and dated release to **(Developer)** stating that **(Developer)** has fulfilled the obligations of the Agreement, with a copy of such release provided directly to **(Financial Institution)**.

This Letter of Credit is subject to and governed by the laws of the Commonwealth of Virginia, and venue shall be proper in the circuit court of Culpeper County, Virginia.

(Name of Financial Institution)

By: _____
(Name of Authorized Signature)

Its: _____
(title)

SEAL:



302 N. Main Street
Culpeper, Virginia 22701
DEPARTMENT OF DEVELOPMENT
Planning and Zoning
(540) 727-3404 Fax: (540) 727-3461

(Issuance Date: _____)

Culpeper County Board of Supervisors
Attention: Erosion and Sediment Control Administrator
Planning and Zoning Department
302 N. Main Street
Culpeper, Virginia 22701

Re: Letter of Credit Number _____
Project Name: _____

We hereby establish an irrevocable and unconditional LETTER OF CREDIT in your favor in the sum of _____ (\$_____) available by your draft or drafts, which may be drawn hereunder in part or whole up to maximum total draw of _____ (\$_____) for improvements to be installed and constructed in the development known as _____ as designated in the Agreement between _____ and Culpeper County, dated _____, a copy of which is hereto attached as Exhibit A.

All drafts drawn hereunder must be marked "drawn under LETTER OF CREDIT" number _____, of _____, dated _____." Drafts drawn pursuant to this Letter of Credit must be accompanied by certification from the Culpeper County Erosion and Sediment Control Administrator that improvements have not been completed in accordance with the terms and conditions of the agreement, dated _____ by and between _____ and Culpeper County. Copies of this Letter of Credit are acceptable for drafts unless the entire remaining balance is being drawn. Drafts may be presented via overnight delivery service.

We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored when presented at _____ on or before _____. If necessary, this Letter of Credit shall then renew automatically for successive one-year terms on the anniversary of the initial expiration date unless _____ gives at least ninety (90) days prior

written notice to the Culpeper County Erosion and Sediment Control Administrator, 302 North Main Street, Culpeper, VA 22701, with a copy to Culpeper County Attorney, 306 North Main Street, Second Floor, Culpeper, VA 22701, both by certified mail, return receipt requested, of its intent to terminate same at the expiration of the ninety (90) day period. Otherwise, this Letter of Credit shall terminate in one of the following ways: (1) upon the expiration date of this letter or any subsequent auto-renewed extension as set forth above; or (2) prior to such expiration date, upon the Erosion and Sediment Control Administrator giving a written, signed, and dated release to _____ stating that _____ has fulfilled the obligations of the Agreement, with a copy of such release provided directly to _____.

This Letter of Credit is subject to and governed by the laws of the Commonwealth of Virginia, and venue shall be proper in the circuit court of Culpeper County, Virginia.

(Name of Financial Institution)

By: _____
(Name of Authorized Signature)

Its: _____
(title)

SEAL:

LETTER OF CREDIT CHECKLIST

**Applicant
Initials:**

**Planner
Initials:**

- | | | |
|-------|-------|---|
| _____ | _____ | The lending institution shall guarantee payment of funds in an amount equal to the estimated cost of completing all required improvements. |
| _____ | _____ | The letter of credit may not be withdrawn or reduced in amount until released by the Planning and Zoning Department. |
| _____ | _____ | The Erosion and Sediment Control Agreement involved must contain a performance date which is a minimum of one (1) month (30 days) prior to expiration of the letter of credit. The letter of credit must be irrevocable during any such period. |
| _____ | _____ | It is the County's preference to receive a Letter of Credit that automatically renews on its expiration date. |
| _____ | _____ | Must follow County form. |
| _____ | _____ | Name of Project on Letter of Credit matches name of Project on Erosion and Sediment Control Agreement. |
| _____ | _____ | Written dollar amount must match numerical amount. |