

**IRREVOCABLE LETTER OF CREDIT**

Irrevocable Letter of Credit No: \_\_\_\_\_

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

Beneficiary: County of San Bernardino  
Land Use Services Department  
Attn: Director of Land Use Services  
385 North Arrowhead Avenue, First Floor  
San Bernardino, CA 92415-0182

This will serve as notice and agreement that \_\_\_\_\_, a  
(Name of Bank)  
Financial Institution subject to regulation by the State of \_\_\_\_\_, and duly  
(Regulating State)  
authorized to do business in the State of California, has on deposit the necessary amount of  
\$\_\_\_\_\_ (United States Dollars) pledging and guaranteeing these funds to the  
County of San Bernardino to meet the obligations of \_\_\_\_\_  
(Applicant)  
to establish an perform all actions as outlined in the Conditions of Approval of the project approved by the County on  
\_\_\_\_\_. These actions may include the removal of all project related structures and/or other  
(Approval Date)  
components. The \$\_\_\_\_\_ will be distributed to the Beneficiary upon the authorization and  
direction of a duly authorized representative of the County of San Bernardino, which accompanied by the documents  
hereafter described and subject to the following conditions.

The County of San Bernardino may draw hereunder by means of its draft(s), accompanied by this original Letter of  
Credit and the following signed and dated statement, appropriately completed:

The amount of our accompanying draft of \$\_\_\_\_\_ represents a sum due to the County  
of San Bernardino, following a public hearing that \_\_\_\_\_ is financially incapable  
(Applicant)  
of performing the required actions in accordance with its approved permit, or has abandoned the project, and  
\_\_\_\_\_ has been provided with notice and opportunity to cure  
(Applicant)  
(which cure period has expired). The individual signing below certifies that the foregoing statements are true and  
correct and that the signatory is authorized to sign and deliver this statement on behalf of the County of San  
Bernardino.

\_\_\_\_\_  
Lead Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This Letter of Credit shall be in full force and effect until receipt of a written statement by a duly authorized representative of the County of San Bernardino that all of the obligations secured hereby have been performed or until disbursement of all funds pledged and guaranteed hereunder pursuant to the preceding paragraphs or until the Expiration Date hereunder.

The Letter of Credit shall expire on \_\_\_\_\_ at the counters of \_\_\_\_\_  
(Expiration Date)  
\_\_\_\_\_  
(Financial Institution) (Financial Institution Address)  
or any extended date as hereinafter provided. It is a condition of this Letter of Credit that it shall be automatically extended for additional periods, each of one year, unless at least one hundred twenty (120) days prior to the then relevant expiration date \_\_\_\_\_ has advised the County of San Bernardino by registered or certified mail that \_\_\_\_\_  
(Financial Institution) (Financial Institution)  
elects not to extend. In that event, the County of San Bernardino may draw hereunder on or prior to the then relevant expiration date, up to the full amount available hereunder, against the sight draft(s) on \_\_\_\_\_  
(Financial Institution)  
bearing the number of this Letter of Credit.

The amount of this Letter of Credit may be reduced in accordance to conditions set forth in the approved project, provided that any such reduction shall be made only with the written approval of a duly authorized representative of the County of San Bernardino.

This agreement shall be governed by and construed in accordance with the laws of the State of California. This credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400 notwithstanding Article 19 of said publication. If this Letter of Credit expires during an interruption of business as described in Article 19 \_\_\_\_\_  
(Financial Institution)  
is hereby specifically authorized and agree to effect payment if the letter is drawn within thirty (30) days after the resumption of business.

This shall constitute and irrevocable commitment of funds which shall not be subject to recall by \_\_\_\_\_  
(Financial Institution)  
before the Expiration Date hereunder.

SEAL

\_\_\_\_\_  
Lead Agency  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_