

**LETTER OF CREDIT
PERFORMANCE FOR PUBLIC WORKS AGREEMENT**

*(Funds must be available at a Maryland Bank or Branch Bank Located within a County Contiguous to
Washington County, Maryland)*

_____, 20_____

Board of County Commissioners of
Washington County, Maryland
c/o Administrative Assistant
Division of Permits and Inspections
747 Northern Avenue Hagerstown
MD 21742

Dear Commissioners:

We hereby establish our irrevocable standby letter of credit No. _____ in favor of the Board of County Commissioners of Washington County, Maryland (hereinafter referred to as "the Commissioners") at the request of and for the account of _____ at _____ effective _____, 20_____ up to an aggregate amount in U.S. dollars _____. Funds under this letter of credit are available at our office at _____, (must be a Maryland address or an address in a county contiguous to Washington County, Maryland) against your draft drawn at sight on us accompanied by a written certification of the Director of Permits and Inspections/Code Official, the authorized agent of Board of County Commissioners of Washington County, Maryland, that the draft is a result of noncompliance with or failure to fulfill the obligations set forth in the Public Works Agreement by and between _____ and the Board of County Commissioners of Washington County, Maryland, Number: _____ ("Public Works Agreement"), relating to the following development:

Subdivision Name/Section or Phase: _____

Recorded Plat No.: _____

Owner/Developer Name: _____

Your signed and dated statement as follows: "The undersigned Director of Permits and Inspections/Code Official, an authorized agent of the Board of County Commissioners of Washington county, Maryland, hereby certifies that the amount drawn represents amounts due and owing to the Board of County Commissioners of Washington County, Maryland, because _____ has defaulted or failed to fulfill the obligations under the terms and conditions of a Public Works Agreement between it and the Board of County Commissioners of Washington County, Maryland.

All banking charges are for the account of _____.

Our obligation under this letter of credit shall not be affected by any circumstance, claim, or defense, real or personal, as to the enforceability of the Public Works Agreement referenced herein; it being understood that our obligation shall be that of a primary obligor and not that of a surety guarantor, or accommodation maker.

Drafts and documents must be presented on or before _____. Drafts drawn under this letter of credit must be marked on the "Drawn Under Irrevocable Standby Letter of Credit No. ____." Partial drawings are permitted.

We hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this letter of credit that such drafts shall be duly honored on presentation and delivery of documents as specified.

This letter of credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

This credit is issued subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 (UCP). To the extent applicable provisions of the UCP are not in conflict, in which case applicable provisions of the UCP shall prevail, this credit shall be governed by and construed in accordance with the laws of the United States of America and the State of Maryland including the Uniform Commercial Code as in effect in the State of Maryland.

ISSUING BANK:

BY:

Signature

Printed Name and Title

Name of Issuing Bank: _____

Address: _____

Contact Person: _____

Phone: _____

Approved as to form and legal sufficiency:

Approved and Accepted by:

County Attorney

Real Property Administrator
Washington County Division of Engineering
747 Northern Avenue
Hagerstown MD 21742
Phone: 240.313.2410