

**REQUIRED WORDING FOR RECLAMATION LETTER OF CREDIT
REQUIRED BY THE CITY OF HENDERSONVILLE**

(MUST BE ON ORIGINAL BANK LETTER HEAD)

IRREVOCABLE STANDBY LAND DISTURBANCE LETTER OF CREDIT NO. #

DATE:

IN FAVOR OF (BENEFICIARY):

City of Hendersonville
Attn: Engineering Department
101 Maple Drive North
Hendersonville, TN 37075

FOR ACCOUNT OF (APPLICANT):

AMOUNT:

NAME OF DEVELOPMENT:

We hereby establish our Irrevocable Standby Letter of Credit (hereinafter "Credit") in you favor available by your draft(s) drawn at SIGHT on (Name of Bank) in (City, County, State) (must be in Sumner County or adjoining county) and accompanied by the documents specified below:

1. Certificate of default, signed by the Public Works Director, City Engineer, Chairman of the Public Works Committee or Mayor certifying that: The applicant has not complied with the Hendersonville Land Disturbance Regulations and approved site plans/construction plans for (name of subdivision including phase and/or section). The certificate shall also state the approximate dollar amount of damage to the City which amount shall be identical to the face amount of the accompanying draft.
2. Original Letter of Credit and Amendments if any.

This Letter of Credit is valid for an initial period of one (1) year and shall be automatically renewed for successive periods of one (1) year without any effort on the part of the City. We reserve the right to revoke this Letter of Credit, but only after providing the Beneficiary with 90 days notice by certified mail, return receipt requested.

All drafts must be marked: "Drawn under (Name of Bank) in (bank address) Credit No.# _____.

PAGE ONE OF TWO (CONT. ON PAGE TWO)
PAGE TWO OF TWO OF IRREVOCABLE STANDBY LETTER OF CREDIT
NO.# _____

Except so far as otherwise expressly stated this Credit is subject to the International Standby Practices/ISP98, International Chamber of Commerce Publication No. 590 or ICC Publication No. 600.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Credit will be duly honored if drawn and presented for payment on or before the expiration date of this Credit at **(name and address of local branch bank- must be within 75 miles of City Hall, Hendersonville, TN)**. The bank shall wire the funds to the City's account within two (2) business days.

[OR: Include the following language if the alternative method of payment described therein is chosen by the Bank].

The local branch bank shall simultaneously submit the Certificate of Default and Draft by facsimile or e-mail to **(Bank's Letter of Credit Department facsimile number or e-mail address)**. The City may elect to submit the Certificate of Default and Draft directly to the Bank at the above state facsimile number or e-mail address. The bank shall wire the funds to the City's account within two (2) business days.

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Signed by Officer of Bank with Title

Print Name