

WASHOE COUNTY FORMAT FOR IRREVOCABLE LETTER OF CREDIT TO BE USED AS A SUBDIVISION PERFORMANCE GUARANTEE.

Instructions: 1. To be typed on bank letterhead.

**IRREVOCABLE LETTER OF CREDIT**

Amount: \_\_\_\_\_ Letter of Credit No. \_\_\_\_\_

County of Washoe \_\_\_\_\_  
a Political Subdivision (Name of Bank and Address)

Office of the Commissioners \_\_\_\_\_  
Reno, Nevada (Date)

RE: \_\_\_\_\_  
(Name of Subdivider and Subdivision)

Gentlemen:

At the request of our customer, \_\_\_\_\_, we hereby  
(Subdivider)

irrevocably authorize you or any one of you to draw on the \_\_\_\_\_  
(Name of Bank)

\_\_\_\_\_, Nevada, draft or drafts at sight for any sum or sums not to exceed a total amount  
(City)

of \$ \_\_\_\_\_, which sum or sums shall be applied toward the payment of all or any costs and expenses which may be projected or incurred in connection with any or all subdivision improvements which are the subject of that certain subdivision improvement agreement pursuant to Washoe County Code Chapter 110 executed by the subdivider described in said Agreement in connection with that certain subdivision, namely \_\_\_\_\_.  
(Name of Subdivision)

It is expressly understood and agreed that if Subdivider or any successor in interest defaults in fulfilling any provision of the aforesaid Agreement said sum or any part of said sum may be drawn prior to actually incurring costs or expenses for said subdivision improvements in the amount of the actual default by means of notice to the bank, and further that if the sum drawn exceeds the actual cost and expenses so incurred, then such excess shall be returned to \_\_\_\_\_.  
(Name of Bank)

Drafts must be accompanied by the signed statement of Washoe County, Nevada, that funds are required in connection with the completion of subdivision improvements above described. All drafts hereunder must be marked "Drawn on \_\_\_\_\_, Nevada, at its  
(Name of Bank) (City)

\_\_\_\_\_, Nevada, Irrevocable Commercial Letter of  
(Office) (City)  
Credit No. \_\_\_\_\_".

The amount of each draft drawn under this credit must be endorsed hereon and presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

This Irrevocable Letter of Credit expires at \_\_\_\_\_  
(Name of Bank)  
\_\_\_\_\_ on \_\_\_\_\_.  
(Address) (Date)

However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from the present and all future expiration dates hereof, unless 90 days prior to any such date \_\_\_\_\_ shall

(Name of Bank)

notify the Washoe County Engineer in writing by certified mail, return receipt requested, at P.O. Box 11130, Reno, Nevada, 89520, that \_\_\_\_\_ elects

(Name of Bank)

not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice you may draw on us hereunder by means of your draft on us at sight for the full amount of the Letter of Credit, accompanied by your above noted signed certification.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same shall be duly honored on presentation and delivery of documents as specified providing such presentation is made to \_\_\_\_\_

(Name of Bank)

within \_\_\_\_\_ months from the above date.

\_\_\_\_\_  
(Name of Bank)

By: \_\_\_\_\_  
(Name & Title)

STATE OF NEVADA )  
) SS:  
COUNTY OF WASHOE )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
(Name of Representative) (Title)

of \_\_\_\_\_, and who acknowledged to me that he/she is  
(Name of Bank)

authorized to and did execute the same on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC