

LETTER OF CREDIT BANK AGREEMENT

Date: _____
Issuing Bank: _____
Address: _____
City: _____ State _____ Zip Code _____
Amount: _____
Expiration Date: _____

APPLICANT NAME: _____
Tax ID number or Driver's license Number: _____
Telephone Number: _____
Address: _____
City: _____ State _____ Zip Code _____

VIRGINIA DEPARTMENT OF TRANSPORTATION

Address: _____
City: _____ State _____ Zip Code _____

We hereby issue our Irrevocable Letter of Credit number _____ in your Department's favor for the account of _____ for a sum not exceeding _____ U.S. Dollars (\$ _____) available by sight draft on the above stated issuing bank accompanied by documents specified below:

A certified statement signed by the Permit Manager or his/her representative stating that _____ has not satisfactorily completed work pursuant to the permit issued to the permittee or his agent to perform the work as described on the face of the permit in the County of _____, Virginia.

A statement signed by the Permit Manager or his/her representative to the effect that: "This drawing is for the explicit purpose of providing for completion or restoration of the right of way to the terms of the Land Use Permit Manual and pursuant to the agreement of the permittee or his Agent to perform the work covered by permit to the satisfaction of the Department." All drafts must bear the clause "Drawn under _____ Letter of Credit No. _____ dated _____, 20_____.

We hereby engage with drawers, endorsers and bona fide holders that all drafts drawn in compliance with the terms of this credit shall be duly honored upon presentation and delivery of this document. This Irrevocable Letter of Credit shall remain in full force and effect for a period of two (2) years from the date hereof and shall automatically renew itself from year to year for three (3) years, one (1) year periods thereafter unless and until the above issuing bank shall give ninety (90) days prior written notice to the department, by CERTIFIED MAIL, RETURN RECEIPT REQUESTED of its intent to terminate same at the expiration of said ninety-day period. During said ninety (90) days notice period, this Irrevocable Letter of Credit shall remain in full force and effect. During the last thirty (30) days while this letter is in force and effect after notice of termination has been given, The Department may draw up to the full amount of the letter of credit when accompanied by a document stating that _____ has failed to provide an acceptable substitute Irrevocable Letter of Credit or deposit in escrow account, and a document stating that "The drawing will be held by the Department for the sole purpose of providing for the completion or restoration of the right of way for work covered by permit issued to _____ on _____, 20____, until such work is completed or restored to the Department satisfaction. This credit shall be terminated upon the Permit Manager or his appointed representative giving written release stating that the terms of the permit have been completed and accepted by the Department."

Note: Continuous Letters of Credit for utilities (telephone, electric power lines, water, sewer, gas) cannot be cancelled unless facilities covered by the permit have been removed from the right of way or the principal has arranged for replacement surety protection or when responsibility and maintenance has been taken over by another company and the body assuming responsibility for maintenance of that facility advise the Department in writing of its intentions to do so, and posted a replacement of surety.

Except as otherwise expressly stated herein, this credit is subject to the Uniforms Customs & Practices for Documentary Credit (2007 Revision), International Chambers of Commerce Publication No. 600.

Attest: _____

(Seal)

Authorized Signature

Type or Print Name

Title