

SAMPLE COPY FOR REVEGETATION/EROSION CONTROL/SITE STABILIZATION

MUST BE ON BANK LETTERHEAD
MUST BE NOTARIZED

Letter of Credit No.: _____ (if applicable)

Date: current month/day/year

Beneficiary: City of Dover, NH
Municipal Building
288 Central Avenue
Dover, NH 03820

Attn: Jillian Semprini, P.E.
City Engineer

Account: (Developer)

To the above named Beneficiary:

We, **(BANK NAME)**, hereby issue this irrevocable Re-vegetation/Erosion Control Letter of Credit in your favor. Therefore, we hereby authorize you to draw upon us in the aggregate amount not to exceed **(AMOUNT)** for the account of **(DEVELOPER)**.

This irrevocable Letter of Credit is required to satisfactorily guarantee re-vegetation, erosion control, and/or site stabilization in accordance with a plan approved by the Dover Planning Board on **(DATE)**. Said plan being entitled **(PLAN NAME)** and accordance with the conditions set forth in the final approval dated: **(DATE)**.

All re-vegetation, erosion control, and/or site stabilization required shall be guaranteed **UNTIL THE COMPLETION OF THE PROJECT**. Except as hereinafter provided, this Letter of Credit shall **EXPIRE: (DATE)**. If the Beneficiary determines that said re-vegetation, erosion control, and/or site stabilization has not been completed, the Beneficiary may notify the bank to advance all funds within the irrevocable Letter of Credit account into an escrow account, said funds to be used at the discretion of the Beneficiary for the purpose of completion. Notice of the Beneficiary's desire to advance said funds into such escrow account must be provided by written notice to **(BANK, BANK OFFICER, and ADDRESS)** at any time prior to the expiration date indicated above. The developer may extend the Letter of Credit if approval is given by the Beneficiary and the Bank to do so. All provisions necessary to extend the Letter of Credit must be complete prior to the expiration date.

Each draft must bear upon its face the notation "Drawn Under the Letter of Credit No. _____ of **(BANK)**, "showing in the space provided, the number of this Letter of Credit and shall be directed to **(BANK OFFICER)**. Partial drawings are permitted hereunder. In the event that this original Letter of Credit is presented in connection with a draft for less than the full amount when available hereunder, and if this Letter of Credit has not then expired as provided herein, we will return this original Letter of Credit to you, properly endorsed, and will honor upon presentation all drafts duly drawn thereafter under the terms of the credit. All requests for partial disbursements by the City of Dover must be signed and approved by either Jillian Semprini, P.E. City Engineer, or by John B. Storer, Director of Community Services. All approved disbursements will be deducted from the original amount, **(AMOUNT)**, of this irrevocable Letter of Credit. The liability incurred by this irrevocable Letter of Credit shall not exceed **(ORIGINAL AMOUNT)**.

This Letter of Credit may not be transferred.

This Letter of Credit shall be valid and effective only upon its execution for the Bank by a duly authorized officer of the bank. Only the manually executed original shall constitute this Letter of Credit. No copy or counterpart shall be valid or effective for any purpose.

BANK ADDRESS

BY: DULY AUTHORIZED

(Print Name)

(Signature)

(Title)

NOTARY: MUST BE NOTARIZED AND SEALED