

CLEAN IRREVOCABLE LETTER OF CREDIT

APPLICANT: {\*\* ENTER \*\*}

DATE: {\*\* ENTER \*\*}

TO: Palm Beach County Board of County Commissioners  
by the County Engineer, Authorized Agent  
C/O Palm Beach County Engineering Department

Land Development Division  
2300 North Jog Road, Suite 3W-13  
West Palm Beach, FL 33411

RE: {\*\* ENTER \*\*}  
PERMIT NUMBER: {\*\* ENTER \*\*}

PETITION NUMBER: {\*\* ENTER \*\*}  
ORDINANCE NUMBER: 2019-030

AMOUNT: USDLRS \$ {\*\* ENTER \*\*}

EXPIRATION DATE: {\*\* 2YRS from above \*\*}

We hereby open our Clean Irrevocable Letter of Credit Number {\*\* ENTER \*\*} in favor of Palm Beach County Board of County Commissioners (County) for the amount of {\*\* ENTER \*\*} U.S. Dollars (\$ {\*\* ENTER \*\*} .00 ) effective as of this date.

This Letter of Credit is issued pursuant to Ordinance Number 2019-030, the Palm Beach County Code Chapter 23, Article III, Section 23-48 for permit number {\*\* ENTER \*\*} . However, this Letter of Credit is independent of the ordinance and permit, and referenced herein is for information only.

Funds under this Letter of Credit are available to the County hereunder not exceeding in aggregate the amount of this Credit against the County's demand for payment, by the County Engineer as authorized agent for the Palm Beach County Board of County Commissioners, on us mentioning our Credit No. {\*\* ENTER \*\*} , stating that drawing is due to the default or failure of the permittee to comply with the provisions of the permit issued under Ordinance Number 2019-030, construction in public rights of way.

No partial draws are permitted.

When we receive your demand for payment at {\*\* ENTER \*\*} on or prior to the Expiration Date, we will promptly honor the same.

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the expiration date, hereof, or any future expiration date, unless thirty (30) days prior to any expiration date we send notice to you by registered mail or overnight courier that we elect not to consider this letter of credit renewed for any such additional period.

Kindly address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department, mentioning specifically our Credit Number.

Except as is inconsistent with the express provision hereof, this Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (2007 Revisions), International Chamber of Commerce Publication No. 600. Venue for any and all legal action necessary to enforce the terms of the Letter of Credit shall be Palm Beach County, Florida.

Authorized Signature

Name (typed)

{\*\* ENTER \*\*}

Title:

{\*\* ENTER \*\*}

Notary Public:

{\*\* ENTER \*\*}

(Optional)