

Letters of Credit must be an original and on bank letterhead  
Letters of Credit must have this exact wording

**IRREVOCABLE AND TRANSFERABLE  
LETTER OF CREDIT NO**

Beneficiary: City of Birmingham, Alabama  
Department of Planning, Engineering and Permits  
710 – 20<sup>th</sup> Street North  
Birmingham, Alabama 35203

We hereby open our clean, irrevocable sight Letter of Credit No. \_\_\_\_\_ in your favor for the account of (Principal name and address) for a sum or sums aggregating U.S. (Dollar Amount) which are payable to you against your presentation to us of your sight draft drawn on us, accompanied by:

1. Your signed statement that: “The applicant, or its assigns, has failed to comply with the City of Birmingham’s Ordinance No. 99-131, the Soil Erosion and Sediment Control Ordinance or the plans for earthwork and erosion and sediment control as submitted to the City of Birmingham for improvements on (Provide Legal Description or Address) as recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_ in the office of the Judge of Probate of \_\_\_\_\_ County, Alabama, for which this Letter of Credit stands as surety.”

Partial Drawings are permitted under this Credit.

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on presentation to (Bank Name) on or before \_\_\_\_\_ at our counters.

This Letter of Credit is irrevocable for one year from the date of issue; however, it will be automatically renewed without amendment for successive periods of one (1) year each, unless at least ninety (90) days prior to the initial expiration date or any successive expiration date, the issuing bank gives the Beneficiary notice by registered letter, to the address above, that the issuing bank elects not to have this Letter of Credit renewed for such additional one (1) year periods.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 and engages us in accordance with the terms thereof.

As to matters not covered by UCP, this Letter of Credit shall be subject to and governed by the laws of the State of Alabama.

\_\_\_\_\_  
Authorized Signature