

**LETTER OF CREDIT  
MAINTENANCE FOR PUBLIC WORKS AGREEMENTS**

*(Funds must be available at a Maryland Bank or Branch Bank Located within a County Contiguous to  
Washington County, Maryland)*

\_\_\_\_\_, 20\_\_\_\_\_

Board of County Commissioners of  
Washington County, Maryland  
c/o Administrative Assistant  
Division of Permits and Inspections  
747 Northern Avenue Hagerstown  
MD 21742

Dear Commissioners:

We hereby establish our irrevocable standby letter of credit No. \_\_\_\_\_ in favor of the Board of County Commissioners of Washington County, Maryland (hereinafter referred to as “the Commissioners”) at the request of and for the account of \_\_\_\_\_ at \_\_\_\_\_ effective \_\_\_\_\_, 20\_\_\_\_\_ (effective date) up to an aggregate amount in U.S. dollars \_\_\_\_\_. Funds under this letter of credit are available at our office at \_\_\_\_\_, (must be a Maryland address or an address in a county contiguous to Washington County, Maryland) against your draft drawn at sight on us accompanied by a written certification of the Director of Permits and Inspections/Code Official, the authorized agent of the Board of County Commissioners of Washington County, Maryland, that the draft is a result of noncompliance with the guaranty to the County insuring the workmanship, maintenance and repair of defects for the infrastructure constructed in accordance with the Policy S-3, “Construction of Subdivision Infrastructure for Acceptance and Ownership by Washington County” (hereinafter the “Policy”) and the Public Works Agreement by and between \_\_\_\_\_ and the Board of County Commissioners of Washington County, Maryland, Number: \_\_\_\_\_ (“Public Works Agreement”), relating to the following development:

**Subdivision Name/Section or Phase:** \_\_\_\_\_

**Recorded Plat No:** \_\_\_\_\_

**Owner/Developer Name:** \_\_\_\_\_

Your signed and dated statement shall read as follows: “The undersigned Director of the Division of Permits and Inspections/Code Official, an authorized agent of the Board of County Commissioners of Washington County, Maryland, hereby certifies that the amount drawn represents amounts due and owing to the Board of County Commissioners of Washington County, Maryland, because \_\_\_\_\_ has defaulted or failed to pay under the terms of a Guaranty to the Board of County Commissioners of Washington County, Maryland, to insure the workmanship, maintenance and/or repair of defects for the infrastructure constructed under the terms and conditions of the Policy and a Public Works Agreement between \_\_\_\_\_ and the Board of County Commissioners of Washington County, Maryland.

All banking charges are for the account of \_\_\_\_\_.

Our obligation under this letter of credit shall not be affected by any circumstance, claim, or defense, real or personal, as to the enforceability of the Public Works Agreement referenced herein; it being understood that our obligation shall be that of a primary obligor and not that of surety guarantor, or accommodation maker.

The date of conditional acceptance of the infrastructure will be \_\_\_\_\_ (effective date). Drafts and documents must be presented on or before \_\_\_\_\_ (twenty-six months from the effective date). Drafts drawn under this letter of credit must be marked “Drawn Under Irrevocable Standby Letter of Credit No. \_\_\_\_.” Partial drawings are permitted.

We hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this letter of credit that such drafts shall be duly honored on presentation and delivery of documents as specified.

This letter of credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

This credit is issued subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 (UCP). To the extent applicable provisions of the UCP are not in conflict, in which case applicable provisions of the UCP shall prevail, this credit shall be governed by and construed in accordance with the laws of the United States of America and the State of Maryland including the Uniform Commercial Code as in effect in the State of Maryland.

ISSUING BANK:

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name and Title

Name of Issuing Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Approved as to form and legal sufficiency:

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County Attorney

Approved and Accepted by:

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Real Property Administrator  
Washington County Division of Engineering  
747 Northern Avenue  
Hagerstown MD 21742  
Phone: 240.313.2410