

**AGREEMENT SECURED BY LETTER OF CREDIT TO GUARANTEE THE
INSTALLATION OF IMPROVEMENTS AS REQUIRED BY STORMWATER
MANAGEMENT ORDINANCE**

Date of Issue: _____ Letter of Credit #: _____

Obligee: Town of Hope Mills
5770 Rockfish Rd. Hope Mills, NC 28348
Attn: Stormwater Administrator

Principal and Developer: _____
Address: _____
City, State, Zip: _____
Phone Number: _____

Bank Issuing Letter of Credit: _____
Address: _____
City, State, Zip: _____
Phone Number: _____

Principal/Developer, is firmly bound unto The Town of Hope Mills in the sum of
(\$ _____) _____ Dollars which amount is secured by Irrevocable Letter of
Credit Number _____ delivered to The Town of Hope Mills this the _____
day of _____, 20____.

This agreement is made in accordance with the Town of Hope Mills Stormwater Management Ordinance (the Ordinance), so that prior to the completion of the improvements required by the Ordinance, _____, may obtain from The Town of Hope Mills its approval of the Stormwater Management Permit for _____.

The bond is in an amount determined to be sufficient to guarantee the installation of the improvements specified in the plans approved by the Town and Stormwater Department and which provide that the improvements shall be completed by the _____ day of _____, 20____.

The condition of this bond is such that if the Developer/Principal shall faithfully complete the specified improvements within the time period prescribed above and the Hope Mills Stormwater Department has caused an inspection to be made and has authorized in writing the release of the security, then this bond shall be null and void and the Letter of Credit delivered to the Town shall be returned to the Developer.

In the event the Letter of Credit expires while this bond is in effect, the Developer/Principal shall deliver to the Town of Hope Mills a new Letter of Credit in the same principal amount as the Letter of Credit referred to above, or other security acceptable to The Town of Hope Mills. The expiration of the Letter of Credit shall not affect the conditions of this bond.

In the event that the Principal/Developer defaults under its obligation to install the required improvements, the Town of Hope Mills may complete these improvements using the funds available from the Letter of Credit. Said funds can be used to pay any and all expenses which may be incurred by the Town as the result of actions taken by the Town after default to require Developer to complete the improvements or which may be incurred by the Town in connection with the completion of the improvements by the Town, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Upon completion of the improvements, the Town shall refund any unused portion of the funds.

The Principal/Developer hereby stipulates and agrees that no modifications, conditions or omissions in or to the plans or specifications herein referred to or any extension of time shall in any way affect the agreement.

WITNESS our hands and seals this, the _____ day of _____, 20__.

Principal/Developer

Print

I, _____, a Notary of _____ County, State of _____, do hereby certify that _____

personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, on the _____ day of _____, 20__.

Notary