PUBLIC WORKS DEPARTMENT

Letter of Credit No.: _____

Project Name: _____

City File No.: _____

Building Permit No.: _____

**IRREVOCABLE LETTER OF CREDIT**
**WARRANTY OF IMPROVEMENTS**

We hereby establish our Irrevocable Letter of Credit in favor of _____ (Principal) in the amount of _____ ($_____). This Letter of Credit is issued in connection with construction of the project known as _____ located at _____, to provide security for performance of the warranty obligations arising out of the project with respect to _____ improvements.

It is understood that the nature and extent of the improvements is defined by the approved plans and conditions contained in the City of Redmond File No. _____.

If, in the sole determination of the Public Works Director, the above-referenced improvements prove to be defective with respect to materials, workmanship, installation or in the case of landscaping, shall fail to survive, within _____ year(s) of acceptance of the improvements by the City, and if after written notice of such defect or failure to survive, the Principal fails to correct the same within such reasonable time as may be specified by the City, this bank agrees to pay to the City of Redmond the sum of $_____ upon receipt of written request for such payment signed by _____. In the event that said defects result in an emergency as determined solely by the City, which requires immediate repair or replacement, and should the City exercise its discretion and arrange for immediate repair or replacement from an independent source to alleviate the defect and emergency, and if the Principal fails to reimburse the City for the expense of the remedies within such time as may be specified by the City, this bank agrees to pay to the City of Redmond the sum of $_____ upon receipt of a written request for said payment signed by the Public Works Director or his designee, notwithstanding the fact that no notice of such defect or failure to survive was given prior to such repair or replacement.

This Irrevocable Letter of Credit Warranty of Improvements shall remain in effect until that date which is 6-months after the expiration of the warranty period provided in the preceding paragraph, at which time this Letter of Credit shall expire unless the City of Redmond has made a written request for payment as provided above.

_____ Phone No.: _____
(Bank Name/Branch)

_____
(Bank Address)

By:_____
(Print name and title)

By: _____ Date: _____
(Signature of authorized representative of lending institution)

**NOTARY**

STATE OF WASHINGTON)
) ss.
COUNTY OF_____ )

On this_____day of_____, 20___, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared __ _____, to me known to be the _____ _____ of _____, the financial institution that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said financial institution, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed that day and year first above written.

_____
Notary Public

My commission expires_____

Accepted by: CITY OF REDMOND

Name: _____

Date: _____

Persons to contact regarding release:

Name: _____

Mailing Address: _____

_____

E-mail Address: _____

Phone No.: _____

Jim Haney Approval 2/4/99