

**IRREVOCABLE LETTER OF CREDIT**

Amount : \$ \_\_\_\_\_ (2)

(1)  
Letter of Credit No. \_\_\_\_\_  
Re : \_\_\_\_\_ (3)

City of Reno  
Municipal Corporation  
Community Development  
P.O. Box 1900  
Reno, NV 89505

Ladies and Gentlemen:

We hereby irrevocably authorize the City of Reno (the "City") to draw on the \_\_\_\_\_ (4), \_\_\_\_\_ (5) (the "Lender"), draft or drafts at sight for any sum or sums not to exceed a total amount of \$ \_\_\_\_\_ (6), which sum or sums shall be applied toward the payment of all or any costs or expenses which may be projected or incurred in connection with any or all subdivision/development improvements which are subject of that certain subdivision/development Improvement Agreement pursuant to RMC 18.14 and the Public Works Design Manual, executed by the owners in connection with the captioned subdivision/development, a copy of which Improvement Agreement is attached hereto as Exhibit "1".

This Letter of Credit is only for the benefit of the City and no other person shall have any claim against any portion of said sum or sums or against the Lender by reason of this Letter of Credit.

It is expressly understood that if the Owner or any successor in interest does not perform under the Improvement Agreement, the City shall have the right to withdraw whatever sums it deems necessary under this Letter of Credit to ascertain the status and condition of existing improvements in said subdivision. It is further understood and agreed that said sum or any part of said sum designated in this letter may be drawn by draft prior to actually incurring costs or expenses for said subdivision improvements or reversion to acreage by means of notice to the Lender, and further that if the sum or sums drawn exceeds the actual cost and expenses so incurred, then such excess shall be returned to the Lender.

Drafts must be accompanied by the signed statement of the City that the funds are required in connection with the completion of subdivision/development improvements or reversion to acreage above described. All drafts hereunder must be marked "Drawn on \_\_\_\_\_ (7), \_\_\_\_\_ (8), Irrevocable Letter of Credit No. \_\_\_\_\_." The amount of each draft drawn under this credit must be endorsed hereon and the presentation of each draft, if negotiated, shall be a warranty by the negotiating financial institution that such endorsement has been made and that documents have been forwarded as herein required.



7. Name of Lending institution
8. Name of City and State where Lending institution is located
9. Date letter of credit will expire, which shall be issuance date plus the number of months of Improvement Agreement.
10. Site Improvement Permit #
11. Final Map Case #

**NOTE: The Letter of Credit shall be typed on the Bank's letterhead. The format and wording shall be precisely as shown. The City will not accept a document that has been changed in any way from the provided format and wording.**