



**City of Prattville**  
Grading Permit Application Packet

SITE CLEARING, EARTHWORK, GRADING, AND OTHER SITE ACTIVITY  
IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

ISSUE DATE: \_\_\_\_\_

STATED EXPIRATION DATE: \_\_\_\_\_

IN FAVOR OF:

City of Prattville, Alabama  
Attn: Planning Department  
102 West Main Street  
Prattville, Alabama 36067

FOR ACCOUNT OF:

\_\_\_\_\_  
*Name of Property Owner*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

To the City of Prattville, Alabama:

\_\_\_\_\_ (the "Issuer") hereby establishes its Irrevocable Standby Letter of Credit No. \_\_\_\_\_ (this "Letter of Credit") in favor of the City of Prattville, Alabama ("Beneficiary") for the account of \_\_\_\_\_ ("Customer") in an amount not exceeding \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_) in the aggregate (the "Stated Amount"). These funds shall be available to Beneficiary by draft drawn on Issuer at sight during hours on which Issuer is open for doing business with the public at Issuer's office at \_\_\_\_\_ Prattville, Alabama when accompanied by the following documents:

1. Original of this Letter of Credit; and
2. Beneficiary's officially signed statement reading: "We hereby certify that \_\_\_\_\_ has failed to construct the improvements and achieve **permanent site stabilization** in accordance with the approved construction plans prepared by \_\_\_\_\_ and filed at the City Engineering Department."

Upon such expiration, Issuer shall be fully discharged of all obligations under this Letter of Credit. This Letter is effective as of the issue Date stated above and shall expire on \_\_\_\_\_, however, this Letter of Credit shall be automatically renewed for additional periods of one year each, unless at least 30 days prior to the then expiration date Issuer notifies Beneficiary that issuer will not renew this letter of Credit (such notice being call a "Notice of Non-Renewal). On the expiration date immediately following delivery of said Notice of Non- Renewal to Beneficiary, this Letter of Credit will expire and Issuer shall



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be fully discharged of all obligations under this Letter of Credit.

This Letter of Credit may be terminated with written approval from the City of Prattville. Said approval not to be unreasonably withheld.

Partial drawings are **not** permitted under this Letter of Credit.

This Letter of Credit is non-transferrable, and no valid transfer or assignment hereof shall be authorized or permitted.

This Letter of Credit is subject to the *International Standby Practices* ("ISP98") published by the International Chamber of Commerce, which is made a part hereof by this reference; and to the extent not inconsistent with the ISP98, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Alabama, U.S.A.

This Letter of Credit must be presented with any drawing.

ISSUER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prattville, AL \_\_\_\_\_

\_\_\_\_\_  
*Bank Name*

By: \_\_\_\_\_  
*Name, Title*