

Place on Bank Letterhead.

Issue Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Irrevocable Standby Letter of Credit No: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Beneficiary: Board of County Commissioners, El Paso County  
27 East Vermijo Avenue  
Colorado Springs, CO 80903

We hereby establish our irrevocable letter of credit in your favor and for the account of \_\_\_\_\_, up to an aggregate amount of \_\_\_\_\_ (USD \$\_\_\_\_\_) to guaranty the removal of a tower or structure furnishing telephone, television or other electronic media per the attached surety estimate and in accordance with the agreement between the applicant and the property owner, the applicable provisions of the El Paso County Land Development Code and any conditions of approval in connection with the development of Midway Substation (file # PPR-09-028). Partial drawings are permitted. The amount of any partial drawing shall reduce the amount available hereunder.

Drafts drawn under this credit should bear the clause "Drawn Under (Name of Bank), Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_."

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 herein or in which this letter of credit relates.

This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado, and venue shall be in the District Court in and for El Paso County, Colorado. This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce of Commercial Publication Number 500; provided, however, in the event of a conflict between the Uniform Customs and Practices for Documentary Credits, Publication Number 500 and Colorado Law, Colorado Law shall control.

We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honored upon due presentation to our office, \_\_\_\_\_, if presented on or before \_\_\_\_\_. In addition, if the Bank is located outside of El Paso County, Colorado, (Name of Bank) hereby agrees to honor each draft for payment made in compliance with the terms of this

Letter of Credit if duly presented by registered mail or overnight courier, together with any documents specified herein, on or before the expiration date of the Letter of Credit.

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Signature/Title

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Printed Name

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Date