

(Letterhead of Surety)

\_\_\_\_\_, 20\_\_

Mayor and Aldermen  
City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560

Re: Subdivision Name  
Subdivision Bond No.  
For Account of  
Amount  
Date

Gentlemen:

The undersigned \_\_\_\_\_ by \_\_\_\_\_, its' duly  
(Name of Surety) (Name & title)

authorized agent,, hereby establishes and issues this Subdivision Bond in favor of the City of Yorkville in the amount of \$ \_\_\_\_\_, which represents 110% of the cost of the improvements described herein. Said amount is available to be drawn upon for the benefit of said City upon presentation to this institution of your demand for performance accompanied by a copy of this Subdivision Bond.

This Subdivision Bond is issued for the purpose of guaranteeing the installation of the following public improvements in the aforesaid subdivision:

- DIVISION "A" - SANITARY SEWERS  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "B" - WATER MAIN  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "C" - STORM SEWERS  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "D" - STREETS  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "E" - DETENTION BASIN  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "F" - MISC. IMPROVEMENTS  
(engineer's estimate = \_\_\_\_\_)
- Total engineer's estimate = \_\_\_\_\_

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.

The development is legally described as follows:

See Attached Exhibit "A"

Said public improvements shall be constructed by \_\_\_\_\_ our customer, in  
(subdivider)  
accordance with the plans, specifications, completion schedules and cost estimates prepared by  
\_\_\_\_\_  
(sub divider's engineer)

The undersigned agrees that this Subdivision Bond shall remain in full force and effect and pertain to any and all amendments or modifications that may be made from time to time to the plans, specifications and cost estimated for said modifications.

This Subdivision Bond shall expire on \_\_\_\_\_, 20\_\_\_\_, provided, however, the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date that said Subdivision Bond is about to expire. In no event shall this Subdivision Bond or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Subdivision Bond shall remain in effect until \_\_\_\_\_, 20\_\_\_\_, without regard to  
(expiration date)  
any default in payment of money owed to the issuer by our customer and without regard to other claims that the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Subdivision Bond may be renewed by the Surety or our customer prior to the above expiration date by submitting a new Subdivision Bond to the same form and substance as this Subdivision Bond to the City Clerk in an amount equal to 110% of the estimated cost to complete and pay for the above-described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Subdivision Bond:

1. that said Subdivision Bond will expire within thirty (30) days and has not been renewed; or
2. that the aforesaid improvements have not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or

4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or
5. that the City of Yorkville has determined that the public improvements or other improvements covered by this commitment have been or are likely to be the subject of liens or other claims by contractors, subcontractors or third parties; or
6. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

The Surety's obligation to the City is based solely on this Subdivision Bond engagement between this Surety and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this Surety and our customer.

This Subdivision Bond sets forth in full the terms of this undertaking between the Surety and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Subdivision Bond shall be made by presenting the Surety with a letter from the City Clerk of the City of Yorkville demanding performance accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Subdivision Bond.

The undersigned agrees that this Subdivision Bond shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Subdivision Bond may be reduced. The outstanding balance of this Subdivision Bond shall be the face amount of this Subdivision Bond less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Subdivision Bond shall not be reduced to less than 15% of the approved engineer's estimate upon which this Subdivision Bond is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Subdivision Bond has been released by the City Council of the City.

All acts, requirements and other preconditions for the issuance of this Irrevocable Subdivision Bond have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing performance of this Subdivision Bond in

accordance with it's terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Subdivision Bond will be duly honored on presentation to us prior to expiration of this Subdivision Bond.

BY: \_\_\_\_\_

ATTEST:

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

STATE OF ILLINOIS)

) SS

COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the

(title)

\_\_\_\_\_, and \_\_\_\_\_ personally known to me to be the (name of Surety) \_\_\_\_\_ (title)

of said Surety, and who are personally known to me to be the same persons whose names are subscribed to the foregoing Subdivision Bond as such \_\_\_\_\_ and \_\_\_\_\_

(title)

(title)

respectively, and caused the corporate seal of said \_\_\_\_\_ to be affixed thereto (name of Surety)

pursuant to authority given by the Board of Directors thereof as their free and voluntary acts and as the free and voluntary act and deed of said Surety.

Given under my hand and official seal this \_\_ day of \_\_\_\_\_, 20\_\_.

SEAL

Notary Public