

13.5.b Irrevocable Letter of Credit - Maintenance

LETTER OF CREDIT - MAINTENANCE

ON BANK LETTERHEAD

IRREVOCABLE LETTER OF CREDIT

Amount: U.S. \$ _____

TO: _____ Road District Commissioner

Date: _____
Issuer: _____
Letter of Credit No. _____
Developer: _____
Subdivision: _____
Unit No.: _____

Ladies and Gentlemen:

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of _____ Dollars (\$ _____) for the account of _____.

This Letter of Credit is issued for the purposes of: A) facilitating the maintenance of subdivision, public improvements, and dedications for _____ Subdivision, including, but not limited to, streets, curbs, sidewalks, storm sewers, street lighting, waste water sewers, water lines, water detention facilities, excavation, drainage patterns, and all other public improvements as set forth in the drawings, plans, specifications, plats and engineering, required and approved by the Will County Subdivision Ordinance and all other applicable Ordinances and regulations; B) any agreements, if any, between the Developer and Will County or relating to the development of such subdivision. This Letter of Credit is further issued for the purpose of providing security to guarantee the correct design and construction of the aforesaid public improvements as constructed and installed for a period of twenty-four (24) months after the final acceptance of such improvements by the Road District Commissioner and the Chief Subdivision Engineer of Will County.

If for any cause any or all of the public improvements required to be maintained in said subdivision need to be repaired or replaced due to faulty materials or workmanship within twenty-one (21) months or if deemed not in conformance with said drawings, plans, specifications and engineering, the funds included in this letter may be used by the Road District to repair or replace the same and may be drawn in whole or in part by the Road District and will be paid immediately upon written demand therefore given by the same.

This Letter of Credit shall remain in full force and effect until (i) the current expiration date of this Letter of Credit, or (ii) for a period of not less than ninety (90) days after issuer's written notification of the impending expiration date of this Letter of Credit is received by the Township Road District Commissioner, whichever is later. Such notification is to be given not more than one hundred twenty (120) days prior to the current expiration date of this Letter of Credit. The written notice shall be by

certified mail, return receipt requested. In no event shall this Letter of Credit expire except upon said prior written notice, it being expressly agreed by us that the above expiration date shall be extended as required to comply with this notice provision. In the event that the expiration date is not a business day, this letter shall remain in full force and effect until the closing of the next full working day.

If we fail to honor drafts drawn on this Letter of Credit in addition to all other damages which are limited by the amount of this Letter of Credit, we shall also pay the Road District all attorney and expert fees, court costs, and all other expenses incurred by Will County and/or the Road District.

This Irrevocable Letter of Credit shall not operate as a limitation upon the obligation of _____(Developer) to install all improvements required by Will County and/or the Road District and otherwise comply with all its other obligations, including the purposes for which this Letter of Credit is issued.

This Letter of Credit is subject to applicable provisions of the Uniform Commercial Code of the State of Illinois (810 ILCS 5/5-101 et.seq.)

ATTEST:

Sincerely,

BY: _____

(Bank Name)

BY: _____

TITLE: _____