

ESCROW AGREEMENT

This Agreement is by and between RFMS, Inc., an Illinois corporation, State of Illinois (“DEVELOPER”) and the CITY OF ROCHELLE, an Illinois municipal corporation, Ogle, State of Illinois (“CITY”) for the development of the property commonly known as the subdivision of Manor Court of Rochelle with the address 2203 Flagg Road, Rochelle Illinois 61068 (the “Property”).

1. DEVELOPER shall place a sum of Three Hundred Ninety Thousand Three Hundred Ninety and 61/100 Dollars (\$390,390.61.00) (the “Escrow”) into an Escrow Account to be held by Central Bank, as (“Escrowee”), to be used as surety for public infrastructure improvements on and at the Property.

2. DEVELOPER shall provide to CITY any and all documentation reasonably requested relating to the public infrastructure improvements on and at the Property prior to any disbursement of the Escrow. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ESCROWEE SHALL MAKE NO DISBURSEMENTS WITHOUT THE CITY’S EXPRESS WRITTEN DIRECTION.** Within ten (10) days of the receipt of written notice from the City that the for public infrastructure improvements on and at the Property as above described, has been satisfactorily completed, Escrowee shall disburse to DEVELOPER from the Escrow any necessary sums due. Escrowee shall be entitled to rely on the correctness of the written notice presented to it by the CITY and shall be held harmless by the parties hereto with respect to Escrowee’s disbursement of the Escrow based on said written notice by the CITY.

3. Said Escrow shall be held by Escrowee for a period of not less than two (2) years, beginning on December 1, 2018. Additionally, ten (10%) percent of the total funds deposited will be withheld, pending the final dedication and acceptance of all public improvements, for a period of two years, to ensure they were constructed property and free of any defects, after which time any balance remaining in said Escrow which is not subject to a written notice for distribution shall be promptly returned to the CITY by Escrowee.

4. Time is of the essence of this Agreement. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

Dated: **December 1, 2018**

DEVELOPER: **RFMS, Inc.**

CITY: **CITY OF ROCHELLE**

By: _____

By: _____