



BOND NO. _____

Bond to guarantee provisions of Development Agreement (Dated....)

KNOW ALL MEN BY THESE PRESENTS that we _____, as Principal, hereinafter called Contractor, and HARCO National Insurance Company, a corporation duly authorized to engage in the surety business in the State of Washington, as Surety, hereinafter called Surety, are jointly and severally held and firmly bound unto Clark County as Obligee, hereinafter called Obligee, in the penal sum of _____ Dollars (\$ _____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has, by written agreement dated _____, contracted with the Obligee with respect to the development of certain parcels of real property with each party to fulfill its respective obligations as set forth therein. The agreement, and all documents attached to or forming part of the agreement (hereinafter “Development Agreement”), are hereby referred to and incorporated by reference;

WHEREAS, this bond is required pursuant to section 8 of the Development Agreement, titled “Advance Payment Of TIF/Surcharge”; and

WHEREAS, the Obligee has approved the Development Agreement and its scheduled payment plan requiring payments to be made on or before August 15, 2023 of TIFs and lot surcharge fees; and

WHEREAS, this bond shall secure the “Gap Amount” of \$2,900,000.00 as referenced in section 8(e) of the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Contractor and Surety hereto are firmly bound to the Obligee in the penal sum of this bond, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, subject to and in accordance with the terms and conditions hereof.
2. The condition of this obligation is such that if the Contractor shall pay in full the scheduled TIFs in accordance with the terms of the Development Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
3. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the

aggregate to the penal sum of this bond. Except as otherwise set forth herein, in no event shall the aggregate obligation of the Surety hereunder exceed the amount of said sum.

4. The Contractor may terminate this bond only by sending written notice of termination to the Surety and to the Obligee, provided, however, that no such termination shall become effective unless and until the Surety receives written authorization for termination of this bond by the Obligee.
5. Any modification, revision, or amendment that may be made to the terms of the Development Agreement or to the obligations set forth thereunder, or any extension of the Development Agreement, or other forbearance on the part of either the Contractor or Obligee to the other, shall not in any way release the Contractor and the Surety, or either of them, or their heirs, executors, administrators, successors, or assigns from liability hereunder. The Surety hereby expressly waives notice of any change, revision, or amendment to the Development Agreement or to any related obligations between the Contractor and the Obligee.
6. The Surety will immediately notify the Obligee of any of the following events: (a) the filing by the Surety of a petition seeking to take advantage of any laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; (b) the Surety's consent to (or failure to contest in a timely manner) any petition filed against it in an involuntary case under such bankruptcy or other laws; (c) the Surety's application for (or consent to or failure to contest in a timely manner) the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or the like of itself or of all or a substantial part of its assets; (d) the Surety's making a general assignment for the benefit of creditors; or (e) the Surety's taking any corporate action for the purpose of effecting any of the foregoing.
7. In the event any nonperformance of the Contractor with respect to the Contractor's obligations pursuant to section 8 of the Development Agreement causes loss to the Obligee, including but not limited to penalties, fees, expenses, and/or interest, the full amount of such loss shall constitute an obligation of the Contractor and Surety hereunder up to the penal sum of this bond.
8. The Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of this bond, each shall pay the Obligee's costs and reasonable attorney's fees incurred, with or without suit, in addition to the penal sum of this bond.
9. Any provision in this bond that conflicts with any applicable statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein.
10. The Surety hereby agrees that the obligations of the Surety under this bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy, or reorganization of the Contractor or by any other arrangement or rearrangement of the Contractor for the benefit of creditors.
11. All notices required herein shall be delivered in writing to the addresses shown below.

SIGNED AND SEALED, this the _____ day of _____ 20 ____ .

Attest: _____
Print Name: _____
Address: _____

By: _____ (Seal)

International Fidelity Insurance Company

Attest: _____
Print Name: _____
Address: _____

By: _____ (Seal)

Agreed to & Accepted By Obligee:

(Signature)

(Print name & title)

Address: _____

