

## **APPENDIX A**

### **TABLE OF AUTHORIZED PRINCIPAL USES**

**TABLE OF AUTHORIZED PRINCIPAL USES**

Adult Hotels/Motels (B1)  
Adult Lingerie Modeling Studios (B1)  
Adult Media Stores (B1)  
Adult Modeling Shops (B1)  
Adult Motion Picture Theater (B1)  
Agricultural Implement, Sales and Repair (B1, M1)  
Agricultural Products and Storage (M2)  
Agricultural Supply Store (B1, M1)  
Agriculture (All Districts)  
Agriculture Fairs, Displays, Shows, Exhibits (Special Use - A)  
Aircraft Manufacture and Assembly (M2)  
Airport, Heliport (S2)  
Ambulance Service (B1, M1)  
Amusement Center (C3, B1, B2)  
Appliance Repair Shop (C3, B1, B2)  
Appliance Store (C3, B1, B2)  
Arena, Stadium (S1, S2, B1)  
Art and School Supply Store (C2, C3, B1, B2)  
Art Gallery, Museum (S1, S2, C1, C3, B1, B2)  
Asphalt Batch Plant (Special Use - M2)  
Athletic Club, Indoor (B1, B2)  
Auction House (B1, M1)  
Auditorium (S1, S2)  
Automobile Service Station (B1, M1)  
Automobile, Truck Sales (B1, M1)  
Bagged Mineral Products (M1, M2)  
Bakery Production (B1, M1, M2)  
Bakery and Donut Shop Retail Only (C2, C3, B1, B2)  
Ballroom, Dance Hall (B1, B2)  
Bank (C1, C2, C3, B1, B2)  
Barber, Beauty Shop (C2, C3, B1, B2)  
Barber, Beauty Shop in Office Building (C1)  
Bed & Breakfast (Special Use B, R)  
Bicycle Manufacturer (M1, M2)  
Bicycle Shop (B1, B2)  
Birthing Center (C1)  
Boat Manufacturer (M1, M2)  
Boat Sales (B1, M1)  
Book, Stationary Store (S1, C1, C2, C3, B1, B2)  
Bowling, Billiard Center (S1, C3, B1, B2)

Bus Passenger Terminal (B1, B2)  
 Business School (S1, C1, B1, B2)  
 Candy and Ice Cream Shops (C2, C3, B1, B2)  
 Car Wash (B1, M1, C2)  
 Cemeteries (Special Use - A, R1AA, R1A, R1B, R4)  
 Churches (S1, S2, B1, B2, M1)  
 Churches (Special Use – R1AA, R1A, R1B, R3A, R3B)  
 Clothing, Stores (C3, B1, B2)  
 Clubs, Private (B1, B2, M1)  
 Coal Storage (Special Use – M1, M2)  
 College, University Classroom (S1, S2 and Special Use R3B)  
 Computer Data Processing Center (S1, C1, B1, B2)  
 Community Center (S2)  
 Concrete Batch Plant (M2, Special Use M1)  
 Contractor's Shop (B1, M1, M2 except in the P-1 Corridor)  
 Convenience Established in Multi-Family Building (Special Use - R3B)  
 Convention Center (S2)  
 Cordage, Rope, Twine and Net Manufacturer (M1, M2)  
 Correctional Institutions, Detention (S2)  
 Cotton; Spinning & Weaving (M2)  
 Country Clubs, Private Golf Courses (Special Use - A, R1AA, R1A, R1B, R3A, M2)  
 Dairy Products Manufacturer (M2)  
 Dairy Store (C2, C3, B1)  
 Dairy Store in Office Building (C1)  
 Dance Studio (S1, C2, C3, B1, B2)  
 Day Care Center (R3B, S1, C1, B1, B2 and by Special Use - R2, R3A)  
 Day Care, in a Church (Special Use – R1AA, R1A, R1B, R4)  
 Day Care Homes (R1AA, R1A, R1B, R2, R3A, R3B, R4)  
 Delicatessen (C2, C3, B1, B2)  
 Delicatessen in Office Building (C1)  
 Department Store (C3, B1, B2)  
 Detention Centers, Correctional (S2)  
 Diagnostic Imaging, Lab Testing Facility (C1)  
 Distillery, Rectifying, Blending Spirits (M2)  
 Dormitory, Residence Hall (S1, S2)  
 Drug Store (C2, C3, B1, B2)  
 Drug Store in an Office Building (C1)  
 Drugs, Pharmaceutical Manufacturer (M2)  
 Dry Cleaners (C2, C3, B1, B2)  
 Dry Cleaner in Office Building (C1)  
 Dry Goods Store (C3, B1)  
 Dwelling Units above First Floor (C1, B1, B2)  
 Dwelling, Multiple-Family (R3A, R3B)  
 Dwelling, Multiple-Family Age Restricted 55+ (S2)

Dwelling, Two-Family (R2, R3A)  
 Dwellings, Mobile Home (R4, Special Use B1)  
 Dwellings, Single-Family (R1AA, R1A, R1B, R2)  
 Educational Facilities (S1, S2, B1, B2)  
 Electronic Equipment Sales & Service (B1, B2)  
 Electrical Power Plants, Sub-Station (S2)  
 Electrical Machinery Manufacturer (M1, M2)  
 Electrical Appliance Manufacturer (M1, M2)  
 Exhibition-Exposition Hall (S1, B1, B2)  
 Extraction, Storage, Washing, Handling of Materials (Special Use - A, M1, M2)  
 Farm (A, S1)  
 Field House (S1, S2)  
 Fire Station (S2)  
 Fleet Fueling Depot (M1)  
 Florist Shop (C2, C3, B1, B2)  
 Food Locker Plants (B1, M1, M2)  
 Footwear Manufacturer (M1, M2)  
 Funeral Parlor (B1, B2)  
 Fur Store (C3, B1, B2)  
 Furniture Repair Store (C3, B1, B2)  
 Furniture Store (C3, B1, B2)  
 Furniture, Fixture, Bedding Manufacturer (M1, M2)  
 Garden Supply Store (C3, B1, B2)  
 Gas Company Plant, Facilities (S2)  
 Gift Shop (C2, C3, B1, B2)  
 Glass Manufacturer (M2)  
 Golf Course, Public (S1, S2)  
 Grain Elevator (M2)  
 Greenhouse (A, S1)  
 Gymnasium (S2, B1)  
 Hardware Store (C2, C3, B1, B2)  
 Health Club (C1, C2, C3, B1, B2)  
 Heating, Physical Plant (S1)  
 High-Rise Building (Special Use - R3B, C1, C3, B1, B2)  
 Hobby, Toy Shop (C2, C3, B1, B2)  
 Hospital (S2)  
 Hotel/Motel/Conference Center (B1, B2, C3)  
 Household Goods, Sales, Repair (C2, C3, B1, B2)  
 Ice Rink (S1, S2, C3, B1)  
 Indoor Tennis Club (B1, M1)  
 Instrument Manufacturer (M1, M2)  
 Jewelry Manufacturer (M1, M2)  
 Jewelry Store (C3, B1, B2)  
 Junior College Classroom (Special Use R3B) (Permitted S1, S2)

Kennels (M1, M2 or by Special Use B1)  
 Knitting Mills, Fabric Absent Dye Process (M1)  
 Knitting Mills, All Fibers (M2)  
 Laboratory (S1)  
 Laundry (C2, C3, B1, B2)  
 Leather Goods Shop (C3, B1, B2)  
 Legislative Hall (S2)  
 Library (S1, S2, B2)  
 Linen Supply House (B2, M1)  
 Liner Housing (B2)  
 Liquor Store (C2, C3, B1, B2)  
 Lumber Yard (B1, M1, M2)  
 Machinery Manufacturer (M2)  
 Mail Order Store (C3, B1, B2)  
 Manufacture of Grain Mill Products (M2)  
 Manufacture of Products; Cork or Wood (M1, M2)  
 Manufacture of Products; Plastic (M1, M2)  
 Manufacture of Products; Processed Fur (M1, M2)  
 Manufacture of Products; Processed Leather (M2)  
 Manufacture of Transport Equipment, Components (M2)  
 Market, Grocery (C2, C3, B1, B2)  
 Market, Grocery in Office Building (C1)  
 Memorial Structures, Monuments (S3)  
 Metal Products Manufacturer (M2)  
 Miniature Golf Course (B1)  
 Mobile Home Park (Special Use - B1)  
 Mobile Home, RV Rental or Sales (B1, M1)  
 Motion Picture Theatre (C3, B1, B2)  
 Motor Vehicle Manufacture, Assembly (M2)  
 Motor Vehicle Parts, Accessory Sales (C3, B1)  
 Motor Vehicle Repairs, Paint Shop (B1, M1)  
 Motor Vehicle Sales (B1, M1)  
 Motor Vehicle Storage (B1, M1, M2)  
 Motor, Small Engine Repair, Service and Sales (M2)  
 Music Store (C3, B1, B2)  
 Musical Instrument Manufacturer (M1)  
 News Stand (C2, C3, B1, B2)  
 News Stand (Office Building) (C1)  
 Newspaper, Magazine Printing/Publishing (B1, B2, M1, M2)  
 Night Club (B1, B2)  
 Nurseries & Greenhouses (Special Use - A) (Permitted B1, M1)  
 Nursery School (C1, B1, B2)  
 Nursing & Retirement Home (S2 and by Special Use - R3A)  
 Office Building (S1, S2, C1, C2, C3, B1, B2 and Special Use R3B)

Office Use (M1)  
Optical Goods Sales (C3, B1, B2)  
Park (S1, S2)  
Parking Lot (S1, S2, B1, B2, and Special Use R3)  
Pet Store (C2, C3, B1, B2)  
Photographic Studio (C2, C3, B1, B2)  
Photographic Supply Sales (C3, B1, B2)  
Photographic, Optical Goods Manufacturer (M1, M2)  
Planetarium (S1)  
Police Station (S1, S2)  
Pottery, China, Earth Ware Manufacture (M1, M2)  
Post Surgical Recovery Unit (C1)  
Post Office (B2)  
Print Shop (B1, B2, M1)  
Professional Service Office (B1, B2, C1)  
Public Transit Garages (S2)  
Radio Radar Site (M1, M2)  
Radio, TV Station (S1, S2, C1, B1, B2)  
Rail Terminal (M2)  
Recreation Center (S1, S2, B1, B2)  
RV Sales (B1, M1)  
Restaurant Supplies & Services (B1)  
Restaurant (Office Building) (C1)  
Restaurants (C2, C3, B1, B2)  
Retail Lumber Sales (B1, M1, M2)  
Riding Stables (Special Use - A)  
Roadside Stands for Agricultural Products (A)  
Roller Rink (C3, B1)  
Rooming Houses (S1, R3B and by Special Use - R3A)  
Rubber Products Manufacturer (M2)  
Rug, Floor Covering Store (C3, B1, B2)  
Salon, Spa (B2)  
Sanitary Landfill (S2)  
School Administrative Offices (S2)  
School Bus Garage, Repair Shops (S2)  
School System Warehouses (S2)  
Schools, excluding Vocational (S1, S2)  
Sex Shops (B1)  
Sexually Oriented Business (B1)  
Shoe Repair Shop (C2, C3, B1, B2)  
Shoe Repair in Office Building (C1)  
Shoe Store (C3, B1, B2)  
Shooting Range (Special Use B1, M1)  
Snack Food Manufacture (M1, M2)

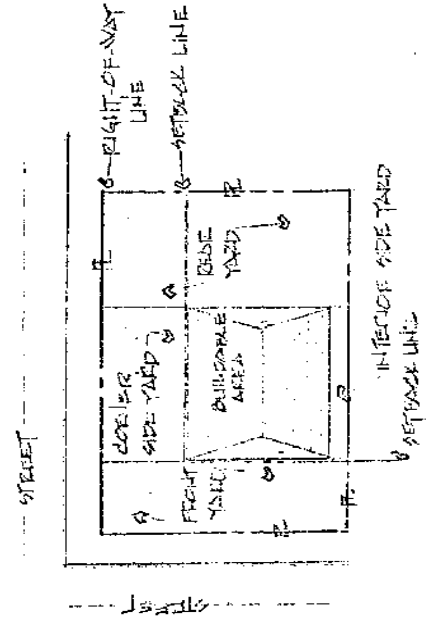
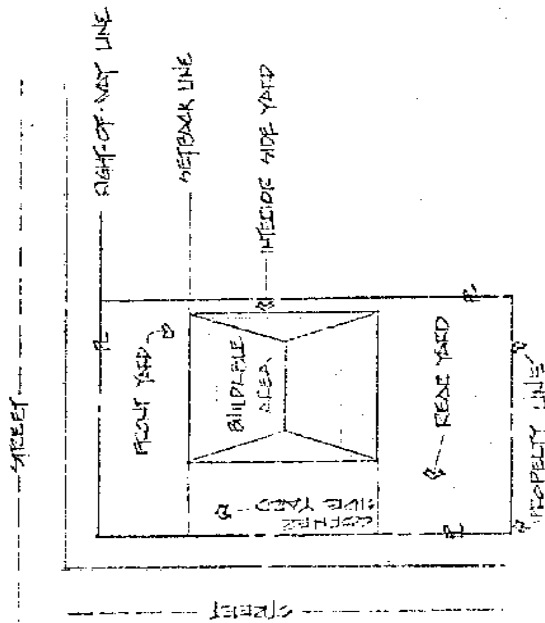
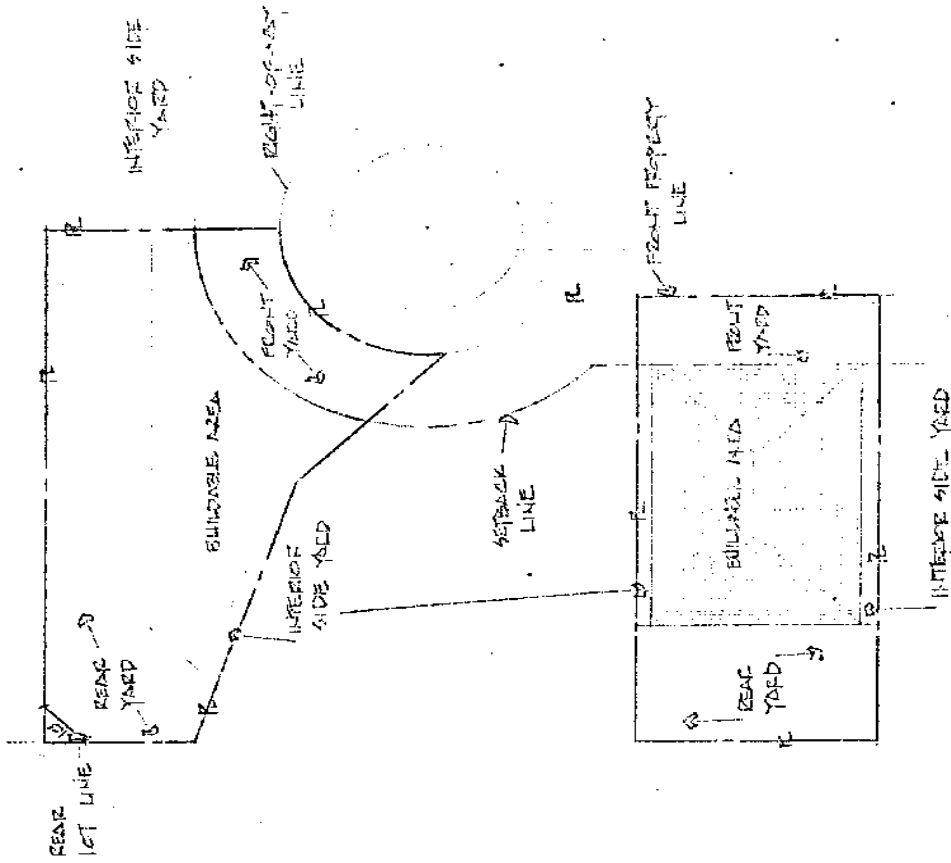
Soft Drink, Carbonated Water Industry (M1, M2)  
 Specialty Food Store (C2, C3, B1, B2)  
 Specialty Food Store Office Building (C1)  
 Specialty School (S1, C1, B1)  
 Sporting Goods Manufacture (M1, M2)  
 Sporting Goods Sales (C3, B1, B2)  
 Storage; Canned or Bottled Food-Drink (M1, M2)  
 Storage; Government Warehouse (S2)  
 Storage Petroleum Products (M2)  
 Storage; Fiber Products (M1, M2)  
 Storage; Flour, Sugar, Starch (M1, M2)  
 Storage; Heavy Machinery & Equipment (M1, M2)  
 Storage; Ice (M1, M2)  
 Storage; Loose or Bagged Agricultural Products (M2)  
 Storage; Loose or Bagged Processed Food (M1)  
 Storage; Metal Products (M1, M2)  
 Storage; Non-hazardous Chemical, Plastic (M1, M2)  
 Storage; Packaged Foodstuff (M1, M2)  
 Storage; Packaged Mineral Products (M1, M2)  
 Storage; Packaged Tobacco Products (M1, M2)  
 Storage; Paper Products (M1, M2)  
 Storage; Rolled Paper (M1, M2)  
 Storage; Seeds, Beans, Nuts, Silage (M2)  
 Storage; Wood Products, Furniture (M1, M2)  
 Student Residence Hall (S1, S2)  
 Supper Club (B1, B2)  
 Swimming Facility (S1, S2, B1, C1 PUD)  
 Tailor, Dress Maker (C2, C3, B1, B2)  
 Taproom in Brewery Holding a Class P Liquor License (M1)  
 Taxidermist Shop (B1, M1)  
 Telecommunication & Antenna (S1, S2 and Special Use C, B, M)  
 Telephone Exchange (S2)  
 Textile Manufacture, absent Dye Process (M1, M2)  
 Theatre (S1, C3, B1, B2)  
 Therapeutic Care Home (R3B, and by Special Use - R3A)  
 Tobacco Shop (C2, C3, B1, B2 and C1 in an Office Building)  
 Tourist Cabins, RV or Tourist Camps (Special Use – B1)  
 Toys & Sporting Goods Manufacture (M1, M2)  
 Trailer Rental & Sales (B1, M1)  
 Transportation Terminal (B2)  
 Travel Bureau (C1, C2, C3, B1, B2)  
 Truck Freight Terminal (B1, M1, M2 and except in P-1 Corridor)  
 Truck Stop (B1)  
 Variety Store (C3, B1, B2)

Veterinary Hospitals (B1, and by Special Use - A)  
Video Rental, Sales (B1, B2)  
Vocational School (C1, C3, B1, B2)  
Wallpaper, Paint Store (C3, B1, B2)  
Warehouse; General (M1, M2)  
Warehouse; Mini (B1, M1, M2 and except in the P-1 Corridor)  
Watch, Clock Manufacture (M1, M2)  
Water Treatment Plants (S2)  
Wearing Apparel Manufacture (M1, M2)  
Welfare Agency (S2)  
Wholesale Distributors (B1, M1, M2)  
Wooden Cone Container Manufacture (M1, M2)  
Wool, Worsted; Spinning & Weaving (M2)  
Zoo (S2)



## **APPENDIX B**

### **ILLUSTRATIONS OF YARD REQUIREMENTS**



## **APPENDIX C**

### **METRIC CONVERSIONS**

**METRIC CONVERSIONS**Length

1 inch	=	2.54 centimeters
1 centimeter	=	.3937 inches
1 foot	=	.3048 meters
1 yard	=	.9144 meters
1 meter	=	3.281 feet

Area

1 sq. ft.	=	144.00 sq. inches
1 sq. ft.	=	.0929 sq. meters
1 sq. meter	=	10.76 sq. ft.
1 sq. inch	=	6.452 sq. centimeters
1 sq. centimeter	=	.155 sq. inches
1 acre	=	.4 hectacre
1 hectacre	=	2.47 acres

## **APPENDIX D**

### **FORMS**

(Added 9/19/83)

**PLANNED UNIT DEVELOPMENT PAYMENT, PERFORMANCE AND  
WORKMANSHIP BOND**

**SECURED BY CORPORATE SURETY**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(owner and/or developer of the property)  
hereinafter called the Principal, and \_\_\_\_\_  
(the corporation serving as surety and  
\_\_\_\_\_ hereinafter called Surety, are held guaranteeing the  
obligation to the Principal)  
and firmly bound unto the Town of Normal, a Municipal Corporation, hereinafter called the  
Obligee, in the penal sum of \$ \_\_\_\_\_ (amount of bond) lawful money of the  
United States, for which \_\_\_ he \_\_\_ hereby bind themselves to be truly made by them, their heirs,  
executors, administrators, successors and assigns, jointly and severally by the following presents.

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at  
Normal, McLean County, Illinois.

WHEREAS, a Petition has heretofore been filed with the Board of Trustees of the Town of  
Normal for the acceptance of a Planned Unit Development to the Town of Normal under the name  
and title of \_\_\_\_\_  
\_\_\_\_\_ (name of Planned Unit Development), McLean County, Illinois, per plan  
of \_\_\_\_\_ (name of Registered Land Surveyor)  
Registered Illinois Land Surveyor No. \_\_\_\_\_, consisting of \_\_\_\_\_  
(number of lots in Planned Unit Development) lots and streets, dated \_\_\_\_\_  
(date of final plan) and the plan of which has received preliminary approval by the Planning  
Commission of the Town of Normal and the Board of Trustees, and which Plan will be finalized  
upon the Principals meeting the further requirements of the Planned Unit Development of the Town  
of Normal.

The legal description of the property which sought to be developed, and for which a final  
plan will be presented, and for which property this Bond is given, is described as follows, to-wit:

(Legal Description of the property in the Planned Unit Development)

WHEREAS said developer is required by ordinance of the Town of Normal to provide sanitary sewer and water conduits, curb and gutter, street base and surface, sidewalks, storm water conduits, street signs, pay all inspection fees and other costs set forth in said ordinance and provide a complete and accurate set of as built plans, all of which said work is to be done per exact specifications and plans as provided by said ordinance and as heretofore established by the Town of Normal; and

WHEREAS, said developer's promise and guarantee that all construction on said proposed improvements shall be done in a workmanlike manner and in compliance with the ordinances of the Town of Normal, and subject at all times to the inspection and approval by said Obligee and its authorized officers and employees, and shall be completed on or before \_\_\_\_\_ (two years after the date of Council approval of the Final Planned Unit Development Plan and upon further guarantee that all damage or liability is caused or results from the construction, operation or repairs made by the said Principal to said streets, utility conduits, etc. pursuant to the terms of said plans and specifications, will be repaired and the Obligee herein, its officers or employees saved harmless from any and all claims whatsoever arising from the operations of the Principal for and during the period from the acceptance of this bond by said Obligee and for one year after the completion and acceptance by said Obligee of all matters and things required by said ordinance and herein bonded to be done.

NOW, THEREFORE, the condition of this obligation is such that if the above bonded developer shall well and truly keep, do and perform each and every, all and singular, the matters and things in said plans and specifications, the resolution approving the Final Planned Unit Development Plan, this bond or the Planned Unit Development ordinance of the Town of Normal required and set forth and specified to be done by said developer and performed by said developer at the time and in the manner in said documents specified, or shall pay over, make good, reimburse and save the above-named Obligee harmless from all loss and damages which said Obligee may sustain by reason of failure or default on the part of said developer so to do, then this obligation shall be null and void; otherwise, same shall remain in full force and effect.

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_

SURETY:

\_\_\_\_\_

(Appropriate Notary Certificate for Principal and Surety)

**PLANNED UNIT DEVELOPMENT PAYMENT, PERFORMANCE AND  
WORKMANSHIP BOND**

**SECURED BY CASH ESCROW**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ (owner and/or developer of the property) hereinafter  
called the Principal, is/are held and firmly bound unto the Town of Normal, a Municipal  
Corporation, hereafter called the Obligee, in the penal sum of \_\_\_\_\_  
(amount of bond) lawful money of the United States, for which he hereby bind  
\_\_\_\_\_ (himself/herself/itself/themselves) to be truly made by  
\_\_\_\_\_ (them) their heirs, executors, administrators, successors and assigns,  
jointly and severally, by the following presents.

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at  
Normal, McLean County, Illinois.

WHEREAS, a Petition has heretofore been filed with the Board of Trustees of the Town of  
Normal for the acceptance of a Planned Unit Development to the Town of Normal under the name  
and title of \_\_\_\_\_ (named of Planned Unit  
Development), McLean County, Illinois, per plan of \_\_\_\_\_  
(name of Registered Land Surveyor) Registered Illinois Land Surveyor No. \_\_\_\_\_, consisting of  
\_\_\_\_\_ (number of lots in Planned Unit Development) lots and streets, dated  
\_\_\_\_\_ (date of final plan and the plan of which has received  
preliminary approval by the Planning Commission of the Town of Normal and the Board of  
Trustees, and which Plan will be finalized upon the Principal's meeting and the further requirements  
of the Planned Unit Development Code of the Town of Normal.

The legal description of the property sought to be developed, and for which a final plan will  
be presented, and for which property this Bond is given, is described as follows, to wit:

(Legal Description of the property in the Development)



WHEREAS said developer is required by ordinance of the Town of Normal to provide sanitary sewer and water conduits, curb and gutter, street base and surface, sidewalks, storm water conduits, street signs, pay all inspection fees and other costs set forth in said ordinance and provide a complete accurate set of as built plans, all of which said work is to be done per exact specifications and plans as provided by said ordinance and as heretofore established by the Town of Normal; and

WHEREAS said developer's promise and guarantee that all construction on said proposed improvements shall be done in a workmanlike manner and in compliance with the ordinances of the Town of Normal, said subject at all times to the inspection and approval of said Oblige and its authorized officers and employees, and shall be completed on or before \_\_\_\_\_ (two years after the date of Council approval of the Final Planned Unit Development Plan and upon further guarantee that all damage or liability is caused or results from the construction, operation or repairs made by the said Principal to said streets, utility conducts, etc., pursuant to the terms of said plans and specifications, will be repaired and the Oblige herein, its officers or employees saved harmless from any and all claims whatsoever arising from the operations of the Principal for and during the period from the acceptance of this bond by said Oblige and for one year after the completion and acceptance by said Oblige of all matters and things required by said ordinance and herein bonded to be done.

NOW, THEREFORE, the condition of this obligation is such that if the above bonded developer shall well and truly keep, do and perform each and every, all and singular, the matters and things in said plans and specifications, the resolution approving the Final Planned Unit Development Plan, this bond or the Planned Unit Development ordinance of the Town of Normal required and set forth and specified to be done by said developer and performed by said developer ,at the time and in the manner in said documents specified, or shall pay over, make good, reimburse and save the above-named Oblige harmless from all loss and damages which said Oblige may sustain by reason of failure or default on the part of said developer so to do, then this obligation shall be null and void; otherwise, same shall remain in full force and effect.

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_

(Appropriate Notary's Certificate for the Principal)

**PLANNED UNIT DEVELOPMENT PUBLIC IMPROVEMENT  
PAYMENT, PERFORMANCE AND WORKMANSHIP BOND**

**ESCROW RECEIPT**

The undersigned bank or savings and loan association by its duly authorized officers and agents, acknowledges and certifies to the undersigned developer or Owner, and to the Town of Normal, McLean County, Illinois, effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as follows:

1. That it maintains a regular office for the transaction of its business in McLean County, Illinois.
2. That it has received and now holds in escrow, pursuant to the terms hereof, the sum of \_\_\_\_\_ received from the undersigned developer(s).
3. That this escrow account has been established by the undersigned developer as security on said developer's Public Improvement Payment, Performance and Workmanship bond for \_\_\_\_\_ (name of Planned Unit Development) as provided in \_\_\_\_\_ of the Municipal Code of the Town of Normal, McLean County, Illinois, 1969, as amended, to the date thereof, and shall be held and disbursed in accordance with said Bond, said Ordinance and as follows:
  - (a) The account, plus interest earned thereon, shall be held by the undersigned, conditioned upon performance by the Principal on its Planned Unit Development Improvement Payment, Performance and Workmanship Bond furnished to the Town of Normal for the improvement required as shown on the Final Plan of the above mentioned Planned Unit Development, the preparation of as built plans and the payment of inspection and testing fees.
  - (b) All withdrawals of principal from the account shall be made subject to the release of the Town of Normal by the Town Engineer, and the same may be paid as work progresses and it completed, subject also to the said Engineer's approval.
  - (c) At, or at any time after the expiration of the two-year performance period specified in said Bond and upon certification by the Town Engineer that the principal has failed to perform in accordance with the terms and requirements of said Bond or the Town's Planned Unit Development Ordinance, which said certification shall contain an enumeration of such failures and deficiencies, all funds remaining on deposit or such portion thereof as the Town Engineer deems necessary

to complete, repair or replace the public improvements within the Planned Unit Development or portions thereof, prepare such as built plans, pay such inspection and testing fees and take or perform any other actions necessary to guarantee that the Planned Unit Development will conform in every respect with its approved Final Plan and the applicable codes, ordinances and requirements of the Town of Normal shall be paid over to the Town of Normal.

- (d) Upon the completion of the improvements and total approval and final acceptance for maintenance of all Planned Unit Developments within said Planned Unit Development by the President and Board of Trustees of the Town, \$ \_\_\_\_\_ shall remain upon deposit in the escrow account as a workmanship guarantee until expiration of one year after the approval and acceptance by the Town of Normal or until such later date as any written claim by the Town against the escrow account is finally resolved.

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

\_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

**PLANNED UNIT DEVELOPMENT PAYMENT, PERFORMANCE AND  
WORKMANSHIP BOND**

**SECURED BY IRREVOCABLE LETTER OF CREDIT**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ (owner and/or developer of the property)  
hereinafter called the Principal, is/are held and firmly bound unto the Town of Normal, a Municipal  
Corporation, hereinafter called the Obligee, in the penal sum of \$ \_\_\_\_\_  
(amount of bond) lawful money of the United States, for which \_\_\_he\_\_\_ hereby bind  
\_\_\_\_\_ (himself/herself/itself/themselves) to be truly made  
by \_\_\_\_\_ (them) their heirs, executors, administrators, successors and  
assigns, jointly and severally, by the following presents.

Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, at Normal, McLean County, Illinois.

WHEREAS, a Petition has heretofore been filed with the Board of Trustees of the Town of  
Normal for the acceptance of a Planned Unit Development to the Town of Normal under the name  
and title of \_\_\_\_\_ (name of Planned Unit  
Development), McLean County, Illinois, per plat of \_\_\_\_\_  
(name of Registered Land Surveyor) Registered Illinois Land Surveyor No. \_\_\_\_\_,  
consisting of \_\_\_\_\_ (number of lots in Planned Unit Development) lots and streets, dated  
\_\_\_\_\_ (date of final plan) and the plan of which has received preliminary  
approval by the Planning Commission of the Town of Normal and the Board of Trustees, and which  
plan will be finalized upon the principals meeting the further requirements of the Planned Unit  
Development Code of the Town of Normal.

The legal description of the property sought to be developed, and for which a final plan will  
be presented, and for which property this Bond is given, is described as follow, to-wit:

(Legal Description of the property in the Planned Unit Development)

WHEREAS said developer is required by ordinance of the Town of Normal to provide sanitary sewer and water conduits, curb and gutter, street base and surface, sidewalks, storm water conduits, street signs, pay all inspection fees and other costs set forth in said ordinance and provide a complete and accurate set of as built plans, all of which said work is to be done per exact specifications and plans as provided by said ordinance and as heretofore established by the Town of Normal; and

WHEREAS said developer's promise and guarantee that all construction on said proposed improvements shall be done in a workmanlike manner and in compliance with the ordinances of the Town of Normal, and subject all times to the inspection and approval of said Obligee and its authorized officers and employees, and shall be completed on or before \_\_\_\_\_ (two years after the date of Council approval of the Final Planned Unit Development Plan) and upon further guarantee that all damage or liability is caused or results from the construction, operation or repairs made by the said Principal to said streets, utility conduits, etc., pursuant to the terms of said plans and specifications, will be repaired and the Obligee herein, its officers or employees saved harmless from any and all claims whatsoever arising from the operations of the Principal for and during the period from the acceptance of this bond by said Obligee and for one year after the completion and acceptance by said Obligee of all matters and things required by said ordinance and herein bonded to be done.

NOW, THEREFORE, the condition of this obligation is such that if the above bonded developer shall well and truly keep, do and perform each and every, all and singular, the matters and things in said plans and specifications, the resolution approving the Final Planned Unit Development Plan, this bond or the Planned Unit Development ordinance of the Town of Normal required and set forth and specified to be done by said developer and performed by said developer at the time and in the manner in said documents specified, or shall pay over, make good, reimburse and save the above-named Obligee harmless from all loss and damages which said Obligee may sustain by reason of failure or default on the part of said developer so to do, then this obligation shall be null and void; otherwise, same shall remain in full force and effect.

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_

(Appropriate Notary's Certificate for the Principal)

**PLANNED UNIT DEVELOPMENT**  
**IRREVOCABLE LETTER OF CREDIT**

THE \_\_\_\_\_  
(Name of Financial Institution)

DATE: \_\_\_\_\_

TO: The Town of Normal

We hereby authorize you to draw from our financial institution up to an aggregate amount of \_\_\_\_\_ (\$ \_\_\_\_\_) United States Dollars (amount of security required) from the account of \_\_\_\_\_ (name of developer) in connection with \_\_\_\_\_ (name of the Planned Unit Development).

This Letter of Credit is available to you upon your presentation of a request for payment, accompanied by: a signed statement by the Engineer of the Town of Normal that \_\_\_\_\_ (name of developer) has failed to complete the required construction of on or off-site public improvements for the \_\_\_\_\_ Planned Unit Development in accordance with the Town's Planned Unit Development Code and the Developer's Planned Unit Development Public Improvement Payment, Performance and Workmanship Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

We hereby agree to honor each draft drawn under and in compliance with the terms of this letter, if and when duly presented at this office in \_\_\_\_\_, Illinois, until the expiration of one year after the approval and acceptance by the Town of all required improvements within said Planned Unit Development, or until such later date as any written claim by the Town against the Developer or his financial institution is finally resolved.

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

\_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_