

EXHIBIT C

DRAINAGE STATEMENT

_____, Registered Professional Engineer, and _____

being the owner(s) of the premises heretofore platted by _____, Registered Illinois Land Surveyor No. _____ to be and become _____ to the Town of Normal, McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further certify that all or portions of Lots _____ are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

Registered Professional Engineer

OWNER(S):

EXHIBIT D

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)

SS

COUNTY OF MCLEAN)

I, _____, County Clerk of McLean County, State of Illinois, do hereby certify that on the _____ day of _____, 20____, there were no delinquent taxes unpaid, special assessments or delinquent special assessments against the tract of land shown on the plat attached to this certificate and described in the Certificates of the Surveyor attached hereto and to said plat.

County Clerk, McLean County, Illinois

(Seal of Said County)

EXHIBIT F

PLAT CERTIFICATION*

STATE OF ILLINOIS)

SS

COUNTY OF MCLEAN)

Approved by the County Board, McLean County, Illinois, this _____ day of
_____, 20_____.

County Plat Officer

* For plats outside the corporate limits.

EXHIBIT G

FINAL PLAT PAYMENT, PERFORMANCE AND WORKMANSHIP BOND
SECURED BY CASH ESCROW

KNOW ALL MEN BY THESE PRESENTS, that _____
(owner and/or subdivider 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 20____, 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 tract of land as a subdivision to the Town of Normal under the name and title of _____ (name of subdivision), McLean County, Illinois, per plat of _____ (name of Registered Land Surveyor) Registered Illinois Land Surveyor No. _____ consisting of _____ (number of lots in subdivision) lots and streets, dated _____ (date of final plat) and the plan of which Plat has received preliminary approval by the Planning Commission of the Town of Normal and the Board of Trustees, and which Plat will be finalized upon the Principal's meeting the further requirements of the Land Subdivision Code of the Town of Normal.

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

(Legal Description of the property in the Subdivision)

EXHIBIT G

Page 2

WHEREAS said subdivider 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 subdivider'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 of said Obligeo and its authorized officers and employees, and shall be completed on or before _____ (two years after the date of Council approval of the subdivision) 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 Obligeo 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 Obligeo and for one year after the completion and acceptance by said Obligeo 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 subdivider 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 subdivision, this bond or the subdivision ordinance of the Town of Normal required and set forth and specified to be done by said subdivider and performed by said subdivider at the time and in the manner in said documents specified, or shall pay over, make good, reimburse and save the above-named Obligeo harmless from all loss and damaged which said Obligeo may sustain by reason of failure or default on the part of said subdivider 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)

EXHIBIT G1

ESCROW RECEIPT
SUBDIVIDER'S PUBLIC IMPROVEMENT
PAYMENT, PERFORMANCE AND WORKMANSHIP BOND

The undersigned bank or savings and loan association by its duly authorized officers and agents, acknowledges and certifies to the undersigned Subdivider or Owner, and to the Town of Normal, McLean County, Illinois, effective the ____ day of _____, 20__ 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 Subdivider(s).

3. That this escrow account has been established by the undersigned Subdivider as security on said Subdivider's Public Improvement Payment, Performance and Workmanship Bond for _____ (name of subdivision) as provided in SEC. 1 6.3-4 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 Subdivider's Public Improvement Payment, Performance and Workmanship Bond furnished to the Town of Normal for the improvements required as shown on the Final Plat of the above mentioned Subdivision, the preparation of as-built plans and the payment of inspection and testing fees.
- (b) All withdrawals of the 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 is 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 Subdivision 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 subdivision 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 Subdivision will conform in every respect with its approved Final Plat 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 subdivision improvements within said subdivision 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 _____

EXHIBIT H

**FINAL PLAT PAYMENT, PERFORMANCE AND WORKMANSHIP BOND
SECURED BY IRREVOCABLE LETTER OF CREDIT**

KNOW ALL MEN BY THESE PRESENTS, that _____
_____ (owner and/or subdivider 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 _____, 20____, 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 tract of land as a subdivision to the Town of Normal under the name and title of _____ (name of subdivision), McLean County, Illinois, per plat of _____ (name of Registered Land Surveyor) Registered Illinois Land Surveyor No. _____ consisting of _____ (number of lots in subdivision) lots and streets, dated _____ (date of final plat) and the plan of which Plat has received preliminary approval by the Planning Commission of the Town of Normal and the Board of Trustees, and which Plat will be finalized upon the Principal's meeting the further requirements of the Land Subdivision Code of the Town of Normal.

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

(Legal Description of the property in the Subdivision)

EXHIBIT H

Page 2

WHEREAS said subdivider 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 subdivider'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 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 subdivision) 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 subdivider 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 subdivision, this bond or the subdivision ordinance of the Town of Normal required and set forth and specified to be done by said subdivider and performed by said subdivider 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 subdivider 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)

(Legal Description of the property in the subdivision)

EXHIBIT H1

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 subdivision).

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 _____ Subdivision in accordance with the Town's Subdivision Code and the Subdivider's Final Plat Public Improvement Payment, Performance and Workmanship Bond dated the _____ day of _____, 20____.

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 subdivision improvements within said subdivision, or until such later date as any written claim by the Town against the subdivider or his financial institution is finally resolved.

BY:

ATTEST: _____

Its _____

Its _____

EXHIBIT I

ADJACENT SUBSTANDARD ROADWAY IMPROVEMENT GUARANTEE
SECURED BY CASH RESERVE

KNOW ALL MEN BY THESE PRESENTS: That _____, owner and/or subdivider 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 cash reserve) lawful money of the United States, for which _____ he _____ hereby binds _____ (himself/herself/itself/themselves) to be truly made by their heirs, executors, administrators, successors and assigns jointly and severally.

SEALED and DATED this _____ day of _____, 20____, 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 tract of land as a subdivision to the Town under the name and title _____ (name of the subdivision) McLean County, Illinois, per plat of _____ (name of Registered Lane Surveyor) Registered Land Surveyor No. _____, consisting of _____ (number of lots in the subdivision) lots and streets, dated _____ (date of the final plat) and the plan of which plat has received preliminary approval by the Planning commission of the Town of Normal and the Board of Trustees and which plat will be finalized upon the Principals meeting the further requirements of the Land Subdivision Code of the Town of Normal.

The legal description of the property sought to be subdivided and for which the final plat will be presented and for which this guarantee is provided is as follows, to-wit:

WHEREAS said subdivider is required by ordinance of the Town of Normal to contribute one-half of the cost of improving any and all sub-standard roadway or roadways abutting or bordering on said subdivision in accordance with SEC. 16.3-4 B; and

WHEREAS the _____ Subdivision borders and abuts portions of the following substandard roadways:

And

WHEREAS the undersigned promises and guarantees to make such a contribution upon receipt of a Certificate of Completion signed by the Town Engineer of the Town of Normal certifying that one or more of the above-listed adjacent substandard roadways of the Town of Normal in accordance with Section 16.3-4 B; and

WHEREAS the undersigned has secured this obligation by posting _____ (\$ _____) with the Town of Normal.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the undersigned contributes 1/2 the cost of improving any of such adjacent substandard roadways which are improved in accordance with SEC. 16.3-4 B, this obligation shall be null and void. Otherwise, the same shall remain in full force and effect.

In the event that one or more of such adjacent substandard roadways are improved to meet or exceed all Town street standards and that improvement is completed in accordance with SEC. 16.3-4 B, and I am notified at the address listed below in writing of that completion, and fail to make the contribution described in this Guarantee and required by the Town's subdivision ordinance within 60 days from the date of mailing, the Town may utilize all or such portion of the reserve account established as security for this guarantee plus accumulated interest thereon for the purpose of making the required contribution.

PRINCIPAL:

(Appropriate Notary's certificate for the Principal)

Receipt of _____ (\$ _____) as a reserve for subdivider's adjacent substandard roadway improvement guarantee acknowledged this ____ day of _____, 20____.

TOWN OF NORMAL, ILLINOIS,
BY:

Its _____

EXHIBIT J

ADJACENT SUBSTANDARD ROADWAY IMPROVEMENT GUARANTEE
SECURED BY IRREVOCABLE LETTER OF CREDIT

KNOW ALL MEN BY THESE PRESENTS, that _____
_____ (owner and/or subdivider 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 _____, 20____ at Normal, McLean County, Illinois.

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

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

WHEREAS said subdivider is required by ordinance of the Town of Normal to contribute one-half of the cost of improving any and all sub-standard roadway or roadways abutting or bordering on said subdivision in accordance with SEC. 16.3-4 B; and

WHEREAS the _____ Subdivision borders and abuts portions of the following substandard roadways:

And

WHEREAS the undersigned promises and guarantees to make such a contribution upon receipt of a Certificate of Completion signed by the Town Engineer of the Town of Normal certifying that one or more of the above listed adjacent substandard roadways has been improved to meet or exceed the applicable street standards of the Town of Normal in accordance with SEC. 16.3-4 B; and

WHEREAS the undersigned has secured this obligation by posting an irrevocable letter of credit in accordance with SEC. 16.3-4 B.1 with the Town of Normal.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the undersigned contributed one-half the cost of improving any of such adjacent substandard roadways which are improved in accordance with SEC. 16.3-4 B, this obligation shall be null and void. Otherwise, the same shall remain in full force and effect.

In the event that one or more of such adjacent substandard roadways are improved to meet or exceed all Town street standards and that improvement is completed in accordance with SEC. 16.3-4 B, and I am notified at the address listed below in writing of that completion, and fail to make the contribution described in this Guarantee and required by the Town's subdivision ordinance within 60 days from the date of mailing, the Town may utilize all or such portion of the letter of credit established at security for this guarantee plus accumulated interest thereon for the purpose of making the required contribution.

PRINCIPAL:

(Appropriate Notary's Certificate
for the Principal)

EXHIBIT J1

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 the subdivision).

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 the developer) has failed to complete the required construction of the adjacent substandard roadway improvement guarantee for the _____ Subdivision in accordance with the Town's Subdivision Code and the Subdivider's Adjacent Substandardized Roadway Improvement dated the ____ day of _____, 20____.

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 subdivision improvements adjacent to said subdivision, or until such later date as any written claim by the Town against the subdivider or his financial institution is finally resolved.

BY:

Its _____

ATTEST:

Its _____