

**APPENDIX A EXHIBIT 1
PRELIMINARY PLAN APPROVAL
PLANNING COMMISSION AND CITY COUNCIL**

“Notice is hereby given that this preliminary plan of the subdivision shown hereon is recommended by the Planning Commission of West Peoria, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached.”

The Planning Commission of West Peoria, Illinois

Date: November 16,2004

By _____
Chairperson

Notice of Approval of Preliminary Plan by the City Council of West Peoria, Illinois.

“The Preliminary Plan of the subdivision shown hereon has received approval by the City Council of West Peoria, Illinois, subject to the modifications contained in Appendix A (if any) which is attached.”

The City Council of West Peoria, Illinois.

Date: November 22, 2004

By _____
Mayor

Attest _____
City Clerk

**APPENDIX A
EXHIBIT 2
OWNER'S CERTIFICATE**

STATE OF ILLINOIS)
)SS
COUNTY OF PEORIA)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, hereby certify that we are the owners of all premises embodied in the attached Plat of Subdivision to the City of West Peoria, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of _____ Subdivision to the City of West Peoria, Illinois, as laid off in lots and streets by _____ Registered Land Surveyor Number _____; and we, the undersigned, hereby dedicate and set apart to the City of West Peoria for general utility purposes, (and further dedicate the public use areas as shown on said plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this _____ day of _____, 19 _____.

(SEAL)

*where dedication is required under Section 3.5

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that

Personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he/she/they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act for the uses and purposes therein set forth, including the release and waiver of Homestead, also including the dedication of all streets and highways to the City of West Peoria, Illinois for the public forever, and including the grant of certain general utility easements to the City of West Peoria, Illinois (and including the grant of public service areas to the City of West Peoria).*

Given under my hand and notarial seal this _____ day of _____, 19 _____.

Notary Public

*where dedication is required under Section 3.5

**APPENDIX A
EXHIBIT 3
COUNTY CLERKS CERTIFICATE**

STATE OF ILLINOIS)
)SS
COUNTY OF PEORIA)

I, _____, County Clerk of Peoria County, State of Illinois, do hereby certify that on the _____ day of _____, 19 _____, there were no delinquent general or special taxes unpaid, or any

special assessments or delinquent special assessments unpaid against the tract of land shown on the plat of the Subdivision attached to this certificate and described in the Certificate of the Surveyor attached hereto and to said plat.

County Clerk, Peoria County, Illinois

COUNTY SEAL

EXHIBIT 4 PLAT CERTIFICATION

STATE OF ILLINOIS)
)SS
COUNTY OF PEORIA)

Approved by the Board of Supervisors of Peoria County, Illinois this
Day of , 19 .

County Plat Officer

*For plats outside corporation limits, form as required by Peoria County Subdivision Regulations.

EXHIBIT 5 CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF PEORIA)

I, , City Clerk of West Peoria, Illinois, do hereby certify that the foregoing is a true and complete copy of an original presented, passed and approved at a regular meeting of the Council held on the day of , 19 , by an affirmative vote of the majority of all members elected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of West Peoria, this day of , 19 .

City Clerk

**APPENDIX A
EXHIBIT 6
SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS)
)SS
COUNTY OF PEORIA)

I, , hereby certify that I have surveyed, according to the laws of the State of Illinois, and with the Ordinances of the City of West Peoria, for , the following described property, to-wit:

I further certify that I have subdivided the same into lots, numbered through , the streets and easements as shown on the attached plat.

Unless noted otherwise, iron pins identify all lot corners as shown on said plat.

Said subdivision is to be known as “ _____ ”, West Peoria, Peoria County, Illinois.

I further certify that (said subdivision lies within) (no portion of said subdivision lies within) 500 feet of any surface drain or water course serving a tributary area of 640 acres or more.

Name of Firm of Surveyor _____

Professional Land Surveyor No. _____

Address _____

Date _____

**APPENDIX A
EXHIBIT 7
CITY ENGINEER’S CERTIFICATE**

STATE OF ILLINOIS)
)SS
COUNTY OF PEORIA)

I, _____, City Engineer for the City of West Peoria, Illinois, hereby certify that the land improvements described in the annexed plat and the plans and specifications therefor meet the minimum requirements of said City outlined in the West Peoria City Code.

Dated at West Peoria, Peoria County, Illinois, this _____ day of _____, 19 ____.

Given under my hand and notarial seal this _____ day of _____, 19 ____.

Notary Public

NOTE: Such agreements, as set forth above, shall not be required for subdivisions located in the unincorporated areas within one and one-half (1 ½) miles beyond the City limits where there is evidence that agreements are reached between the owner or subdivider and Peoria County. However, when the City standards of public improvements are of higher quality than Peoria County standards, such agreements shall be required by the City.

**APPENDIX A
EXHIBIT 9
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 City of West Peoria, Peoria County, Illinois, a Municipal Corporation, hereinafter called the Obligee, in the penal sum of _____ (amount of bond) lawful money of the United States, for which he/she/they hereby bind (himself/herself/itself/themselves) to be truly made by _____ his/her/their heirs, executors, administrators, successors and assigns, jointly and severally, by the following presents.

Sealed and dated this _____ day of _____, 19 ____, at West Peoria, Peoria County, Illinois.

WHEREAS, a Petition has heretofore been filed with the City Council of the City of West Peoria for the acceptance of a tract of land as a subdivision to the City of West Peoria under the name and title of _____ (name of subdivision), Peoria County, Illinois per plat of _____ (name of subdivision), Peoria County, Illinois, per plat of _____ (name of Professional Land Surveyor) Illinois Professional 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 and the Council of the City of West Peoria, and which Plat will be finalized upon the Principal's meeting the further requirements of the Land Subdivision Code of the City of West Peoria.

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 describes as follows, to-wit:

(Legal Description of the property in the Subdivision)

WHEREAS said Principal is required by ordinance of the City of West Peoria to provide sanitary sewer and water conduits, curb and gutter, street base and surface, sidewalks, storm sewer conduits, street lights, and 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 City of West Peoria; and

WHEREAS said Principal'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 City of West Peoria, 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 (1) 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 Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said plans and specifications, required and set forth and specified to be done by said Principal and performed by said Principal 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 Principal so to do or from defects in the aforesaid improvements appearing within one (1) year after their acceptance by the City, then this obligation shall be null and void; otherwise, same shall remain in full force and effect.

PRINCIPAL:

**APPENDIX A
EXHIBIT 9**

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, an individual, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the above instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19 _____.

Notary Public

**APPENDIX A
EXHIBIT 10
IRREVOCABLE LETTER OF CREDIT**

THE _____ DATE: _____
(Name of financial institution)

TO: The City of West Peoria

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 City Engineer of the City of West Peoria 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 City's Subdivision Ordinance and the Subdivider's Final Plat Public Improvement Payment, Performance and Workmanship Bond dated the _____ day of _____, 19 _____.

We hereby agree to honor each draft drawn under and in compliance with the terms of this letter, if and when dully presented at this office in _____, Illinois, until the expiration of one (1) year after the approval and acceptance by the City of all subdivision improvements within said subdivision, or until such later date as any written claim by the City against the subdivider or his financial institution is finally resolved.

The irrevocable credit established by us shall remain in effect without regard to any default in payments of sums owned by us, the owner and/or developer, and without regard to other claims which may have against the owner and/or developer. Sixty (60) days prior to the expiration of this irrevocable credit we shall notify the West Peoria City Council, by certified letter return receipt requested, of the impending expiration date. This commitment shall not terminate without such notice. It is recognized that the municipality is according the owner and/or developer the permission to proceed with the development project expressly upon the guarantee of the irrevocable nature of this commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by

agreements between this financial institution and the developer. The sum of this credit shall, however, be reduced in the amount of disbursements made from time to time in accordance with the terms under which this credit is extended as set out above.

ATTEST:

Its

BY:

Its