

**APPENDIX A
EXHIBIT 8
SUBDIVISION BOND**

KNOW ALL MEN BY THESE PRESENTS that _____
as Principal, and _____, hereinafter called Surety, _____
are held and firmly bound unto the City of West Peoria, a municipal corporation, hereinafter called the Obligee, in the
penal sum of _____ (\$ _____) lawful money of the United States,
for which we, and each of us, hereby bind ourselves as Principal and as Surety to be truly made by us, our heirs,
executors, administrators, successors and assigns, jointly and severally, by the following presents:

Sealed and dated this _____ date of _____, 20_____, at West Peoria, Peoria County, Illinois.

WHEREAS, a petition has been filed with the Council of the City of West Peoria for the acceptance of a tract of land
as a subdivision to the City, under the name and title of "_____
_____" Subdivision, according to the plat of _____,
Registered Illinois Land Surveyor No. _____, consisting of _____ lots and streets, dated _____
_____, 20_____, and the plan of which Plat has received preliminary approval by the
Planning Commission of the City of West Peoria and the City Council, and said 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 described as follows, to-wit:

WHEREAS, the 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 water conduits, street lights and pay all
inspection fees and other costs set forth in said Land Subdivision Code, and said work is to be done per exact
specifications and plans furnished as required by said Code and as heretofore established by the City of West Peoria;
and,

WHEREAS, said Principal and Surety promise and guarantee that all construction on said proposed improvements
shall be done in a skillful manner and according to the ordinance of the City of West Peoria, and subject always to the
inspection and approval by said Obligee and its authorized officers and employees, and shall be completed on or
before _____, 20_____, and further guarantees that all damage or liability incurred by the City
of West Peoria, its Officers and/or employees, which damage or liability is caused or results from defects in the
construction, operation, or repair of said improvements made by the said Principal to said improvements 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
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 ordinance specified, or shall pay over, make good, reimburse, and save the above-named Obligee
harmless from all loss and damage which said Obligee may sustain by reason of failure or default by said Principal so
to do, or from defects in those improvements appearing within one (1) year after their acceptance by the City, then
this obligation shall be invalid; otherwise, the same shall remain in full force and effect.

Principal

Surety

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF PEORIA)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same persons whose names are 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 _____, 20_____.

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 _____, 20_____, 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 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)
)
COUNTY OF PEORIA) SS.

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 _____, 20_____.

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 _____, 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 (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:

BY:

Its

Its