

Zone : \_\_\_\_\_

## Landscaping Security and Right of Entry Agreement

Cashier's Check Number: \_\_\_\_\_

Letter of Credit Number: \_\_\_\_\_

This Deposit Agreement Including Any Exhibits (*This Agreement @*) Is Effective This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_ (*A Effective Date @*), by And Between \_\_\_\_\_ (*A Developer @*) and The City of Chicago, Acting Through It's Department of Planning and Development (*The City @*).

Developer Is Obligated to Complete Certain Landscaping Improvements (*The Improvements @*) Described in Exhibit A and Incorporated in This Agreement by Reference in Connection With Its Development Activities at \_\_\_\_\_ { Location of Development } (*The Property @*) in The City of Chicago, Pursuant to The Municipal Code of Chicago Sections 17-5.13 And 17-11.6-2.

If The Developer Fails to Properly Make The Improvements by \_\_\_\_\_, The City Shall Have The Right, But Not The Obligation, to Make or Cause to Be Made The Improvements at The Expense of The Developer.

In Order to Provide Funds For The City to Complete or Cause to Be Completed The Improvements, The Developer Has (1) Either Deposited Funds With The City in The Form of a Cashiers Check to Be Held by The City And Applied as Provided in This Agreement or Provided The City With a Letter of Credit (*in Substantially The Same Form as The Sample Letter of Credit*) to Be Held by The City And Applied as Provided in The Agreement, And (2) Granted The City The Right of Entry Noted Below.

### [Check Applicable Section ]

\_\_\_\_\_ Developer Has Deposited Funds (*Cashier's Check*) With the City and to be held by the City and to which the Following Terms Apply. Make check payable to: the City of Chicago Department of Revenue.

The City Has Created With The City Deposit Account Number 648-61-2005-6020 (*The Deposit Account @*), at The Office of The City Comptroller, City Hall, Room 501, 121 N. La Salle, Chicago, Illinois 60602. The City will Provide, Upon Request From The Developer, Information Regarding The Disbursement of Funds From The Deposit Account.

#### Developer Deposit

On The Date Hereof, The Developer Has Delivered to The City (*Cashier's Check*) in The Amount of \$ \_\_\_\_\_ Dollars, Which Amount the City Shall Promptly Deposit in The Deposit Account. Remitter's Name to be on the Cashier's Check.

#### Term of Agreement

The Term of This Agreement Will Continue from The Effective Date Until All Amounts in The Deposit Account are Dispersed as Provided in This Agreement.

**Manner of Disbursement**

**In The Event That The Developer Fails to Complete The Improvements in Accordance With This Agreement, and Such Failure Continues for Thirty (30) Days After The City Gives Notice of Such Failure to The Developer at The Developer’s Address Set Forth Below, The City Shall Have The Right, but not The Obligation, to Complete or Cause to be Completed The Improvements at The Sole Expense of The Developer. The City May Withdraw and Apply Amounts on Deposit in The Deposit Account to Pay the Costs of Completing the Improvements.**

**Return of Deposit Account Funds**

**A. In The Event That the Developer Properly Completes the Improvements as Provided in The Agreement, Upon the Written Request of The Developer to The Zoning Administrator, The City Will Process Payment to The Developer in an Amount Equal to The Funds Which The Developer Delivered to The City For Deposit Into The Deposit Account.**

**B. In The Event That the Developer Fails to Complete The Improvements as Provided in This Agreement, and Funds Remain in The Deposit Account After The City has Withdrawn and Applied an Amount Sufficient to Pay The Expended of Completing the Improvements, Then, Upon The Request of The Developer, The City Shall Return to The Developer The Funds, if any, Which Remain In The Deposit Account.**

**Insufficient Funds**

**In The Event That The Funds in The Deposit Account are Insufficient to Pay The Expenses Incurred by The City to Complete the Improvements, Then Upon Notice From The City, The Developer Shall, Within 10 Days of The Date of Such Notice Pay to The City For Deposit into the Deposit Account The Amount of Such Deficiency Specified in Such Notice.**

\_\_\_\_\_ Developer has Provided a Letter of Credit to The City in The Amount of \$ \_\_\_\_\_ to Be Held by The City, and to Which the Following Terms Apply.

**Draw(s) on The Letter of Credit**

**In the Event That The Developer Fails to Complete the Improvements in Accordance with this Agreement, and Such Failure Continues For Thirty (30) Days After The City Mails Notice of Such Failure to the Developer’s Address Set Forth Below, The City Shall Have The Right, But Not The Obligation, to Complete or Cause to Be Completed The Improvements at The Sole Expense of The Developer. The City May Draw (Including Multiple Draws) And Apply Amounts from the Letter of Credit to Pay The Costs of Completing The Improvements.**

**Insufficient Funds**

**In The Event That the Funds Available Under the Letter of Credit Are Insufficient to Pay the Expenses Incurred by The City to Complete The Improvements, Then Upon Notice from the City, the Developer Shall, Within 10 Days of The Date of Such Notice, Pay to The City The Amount of Such Deficiency Specified in Such Notice.**

**RIGHT OF ENTRY**

**In The Event That the Developer Fails to Complete The Improvements in Accordance With This Agreement, and Such Failure Continues for Thirty (30) Days after the City Gives Notice of Such Failure to The Developer at the Developer=s Address Set Forth Below, The City Shall Have the Right but not The Obligation, to Enter onto The Property to Complete or Cause to be Completed The Improvements at The Sole Expense of The Developer. The Developer Agrees to Hold the City Harmless From and Against All Liabilities, Losses, Suits, Claims, Judgements, Fines or Demands of Any Nature Arising From The City=s Completing or Causing to be Completed The Improvement.**

**NOTICES**

**All Notices Hereunder Shall be Sent by Properly Addressed First Class Prepaid United States Mail Address to:**

**Department of Planning and Development  
City Hall, Room 905  
121 N. La Salle Street  
Chicago, Illinois 60602  
Attention: Landscape Review**

**If to The Developer: \_\_\_\_\_ Phone Number: \_\_\_\_\_**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notices Delivered by Mail Shall be Deemed Effective Three (3) Business Days After Mailing in Accordance with This Section. Notices Delivered Personally Shall be Deemed Effective Upon Receipt.**

**In Witness Whereof, The City of Chicago and Developer Have Executed This Agreement as of The Date First Set Forth Above.**

**City of Chicago  
By:  
The Department of Planning**

\_\_\_\_\_  
**Developer or Developer’s Agent**

**By: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Title: \_\_\_\_\_**