

# Landscaping and Bufferyard Material Installation Agreement

This Agreement is made this day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, a municipal corporation (hereinafter the "City"), and \_\_\_\_\_ (hereinafter the "Developer").

**WHEREAS**, the Developer is developing a parcel of real estate in the City more particularly described in Exhibit "A" attached hereto and by reference expressly made a part hereof (hereinafter "Property"), that requires the Developer to comply with the Landscaping and Bufferyard Standards of the City's Zoning and Land Development Code (see Moline Code of Ordinances, Chapter 35, Division 2); and

**WHEREAS**, the Developer represents that Developer is prevented, or is expected to be prevented, from completing its obligations to landscape and buffer the Property pursuant to the Landscaping and Bufferyard Standards of the City's Zoning and Land Development Code due to weather conditions or other circumstances beyond the Developer's control; and

**WHEREAS**, the City desires to secure the performance by Developer of all of its obligations to landscape and buffer the Property, and thereby assure that the Landscaping and Bufferyard Standards of the City's Zoning and Land Development Code are enforced and complied with by the Developer.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of the City issuing to Developer a final certificate of occupancy or its equivalent, the parties hereto covenant, consent, and agree as follows:

## ARTICLE I OBLIGATIONS OF THE DEVELOPER

**1.1 Performance of Landscaping and Buffering.** Developer shall, on or before \_\_\_\_\_, 20\_\_\_\_, 180 days from the issuance of a temporary certificate of occupancy, plant, install and construct the landscaping and bufferyard materials described in the approved landscaping plans attached hereto as Exhibit "B," to the satisfaction of the City.

**1.2 Failure to Comply.** Developer's failure to comply with the terms set forth in this Agreement shall result in the City's denial of a final certificate of occupancy, and shall be considered a violation of the City's Zoning and Land Development Code and subject to any and all applicable enforcement procedures and penalties.

## ARTICLE II OBLIGATIONS OF THE CITY

**2.1 Issuance of Temporary Certificate of Occupancy.** The City shall issue to the Developer a temporary certificate of occupancy for the Property to permit Developer to plant, install and construct the landscaping and bufferyard materials described in the approved landscaping plans.

**2.2 Inspection of Improvement.** The City shall periodically inspect the Property during the course of the Developer's landscaping and buffering project. Such inspections shall be performed at the request of the Developer, and within a reasonable time thereafter.

**2.3 Issuance of Final Certificate of Occupancy.** The City shall issue to the Developer a final certificate of occupancy for the Property following Developer's construction of the landscaping and bufferyard materials and the City's inspection and approval of Developer's compliance with the approved landscaping plans and the Landscaping and Bufferyard Standards of the City's Zoning and Land Development Code.

**ARTICLE III  
MISCELLANEOUS PROVISIONS**

**3.1 Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the parties.

**3.2 Notices.** Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:

- a. Hand delivered to the party to whom the notice is addressed; or
- b. Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

To the City:                    Zoning Administrator  
   City of Moline  
   619 16<sup>th</sup> Street  
   Moline, IL 61265

To the Developer: \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

**3.3 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**3.4 Applicable Law.** This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

**3.5 Severability.** Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all parties, their respective successors and assigns, as to such remaining terms.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date and year first above written.

CITY OF MOLINE, ILLINOIS, a Municipal Corporation

DEVELOPER

By \_\_\_\_\_  
   Mayor

By \_\_\_\_\_  
   Its President

Attest \_\_\_\_\_  
   City Clerk

Attest \_\_\_\_\_  
   Secretary