



**ESCROW AGREEMENT
FOR PUBLIC IMPROVEMENTS**

Date: _____

Address of Project: _____

Lot No: _____ Subdivision Name: _____

Serial#: _____ Parcel#: _____

THIS ESCROW SECURITY IS GIVEN TO INSURE THAT THE FOLLOWING WORK WILL BE COMPLETED UNDER THE TERMS OF THE ATTACHED PUBLIC IMPROVEMENTS AGREEMENT.

Curb, Gutter, and sidewalk integrity \$ _____

I agree to the terms of the public improvements pertaining to the subject property agreement:

(Please Print) Owner/Contractor Name

By: _____
Authorized Agent

Mailing Address:

Street & Apartment No.

City, State & Zip Code

Contact Information:

Owner/Contractor Telephone No.

Owner/Contractor E-Mail Address

Escrow Release Contact Information:

Telephone No.

E-mail Address

Received By: _____

This agreement is exclusive to the parties named herein and is not assignable or transferable to any other parties. I (we) hereby warrant and represent that I (we) have the power to bind the above named Builder, Contractor, Firm, Owner or Developer of the subject premises by affixing my signature hereto and I (we) hereby acknowledge that I (we) have thoroughly read the foregoing application and agreement and hereby acknowledge, understand and agree to the terms contained herein.

Dated this _____ day of _____, 201____.

Signature



PUBLIC IMPROVEMENTS AGREEMENT
(Not Valid Until Signed by County Representative)

Name of Builder, Contractor, Firm, Owner or Developer:

_____ (Applicant name)

Check One: Individual Sole Proprietor Partnership Corporation

Address: _____ City _____ State _____ Zip Code _____

Utah State Contractor's License # _____ County Business License # _____
(if applicable) (if applicable)

do(es) hereby apply for a public improvements bond for construction purposes only for the (house) / (structure) at the following address:

Address: _____

Lot # _____ Subdivision: _____

Serial#: _____ Parcel#: _____

I (we) hereby apply for a building permit for the above described commercial structure, residence or accessory structure and hereby agree that in connection therewith, I will furnish security in the form of a cash escrow in the amount set forth in the County's fee schedule to ensure repair and restoration of public improvements damaged during the construction process. It is understood that so long as the security covers all active projects, a developer may post a revolving security on an annual basis.

I (we) hereby agree that in the event I (we) fail to timely and fully complete the permitted work in accordance with the current construction code requirements and provisions of Title (7-7-14) of the Morgan County Code, prior to the approval of the final inspection, the County may thereafter use the funds comprising the deposit to cause the work to be completed. Any unexpended portion of the security retained by the County, less 15% of the total cost to complete the work to cover overhead and administrative costs of the County, shall be refunded to the contractor, firm, owner or developer who made the initial deposit upon a timely and satisfactory completion of the work required and compliance with all other construction code requirements and applicable laws.

