

ESCROW AGREEMENT FOR PUBLIC IMPROVEMENTS

Date:				
Address of Pro	ject:			
Lot No:		Subdivision Name:		
Serial#:		Parcel#:		
	ED UNDER THE TE		T THE FOLLOWING WORK WILL CHED PUBLIC IMPROVEMENTS	
Curb, Gutter, a	nd sidewalk integrity		\$	
	erms of the public imp		to the subject property agreement: Contact Information:	
Ву:	Authorized Agent		Owner/Contractor Telephone No.	
Mailing Addre	SS:		Owner/Contractor E-Mail Address	
Street & Apartment No. City, State & Zip Code			Escrow Release Contact Information:	
			Telephone No.	
Received By:			E-mail Address	
warrant and represe subject premises by	nt that I (we) have the power affixing my signature hereto	r to bind the above named Bu	or transferable to any other parties. I (we) hereby tilder, Contractor, Firm, Owner or Developer of the dge that I (we) have thoroughly read the foregoing the terms contained herein.	
Dated this	day of	, 201	·	

Signature



PUBLIC IMPROVEMENTS AGREEMENT

(Not Valid Until Signed by County Representative)

		(Applie	cant name)	
Check One:	□ Individual	□ Sole Proprietor	□ Partnership	□ Corporation
Address:		City	State	Zip Code
Utah State C	ontractor's Licer (if applicable)		ounty Business Lie	cense # (if applicable)
	y apply for a pub t the following a	-	nd for construction	n purposes only for the
	Q			
Address:	_			
Lot #		Subdivision:		

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.

If the funds received from the bond are not sufficient to pay the total cost of completion and the 15% overhead fee, the applicant herein shall be obligated to pay to the County all deficiency amounts. The County shall pursue all civil and criminal legal remedies to ensure payment and/or reimbursement for deficiency amounts.

I (we) also agree that permit fees and any other fees or security required herein shall be paid to the County before a building permit may be issued.

The undersigned for himself or herself, the above named Builder, Contractor, Firm, Owner or Developer, agrees to save, keep and hold harmless and indemnify Morgan County, its officers, agents, employees and volunteers from all damages, costs and expenses in law or equity, including attorney's fees, that may at any time arise or be incurred because of losses, damages to property or personal injury received or arising out of the enforcement of this agreement.

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.

		Signature
STATE OF U	JTAH)	
County of	: ss.)	
On the	day of	, 201, personally appeared before me, signer(s) of the within instrument, who du
acknowledge	d to me that (t)he(y) exc	
acknowledge	a to me that (t)ne(y) exc	Notary Public