LOGAN CITY UNITED IN SERVICE

COMMUNITY DEVELOPMENT

AGREEMENT FOR LANDSCAPE IMPROVEMENT SECURITY

Owner/Agent:_____

Mailing Address:_____

Address (con't):_____ Daytime Telephone:_____

Development Address:_____

Project Name:_____

Tax Identification #:_____ PC #:_____

Date of Agreement:_____ Landscape Completion Date:_____

I/we, the Owner/Agent, understand the Logan Municipal Code §17.39 requires all landscaping to be installed according to an approved landscaping plan. In addition, all landscape material must be in place prior to receiving the final Certificate of Occupancy. The security deposit allows use of the building or issuance of a temporary Certificate of Occupancy when landscaping requirements have not been met.

I/we, the Owner/Agent, have submitted a landscape plan which has been approved by a representative of Logan City and a contractual bid estimating the cost of labor and materials. The bid is valid for materials and installation of landscaping and irrigation, as shown on the approved landscape plan, through the term of this agreement.

I/we, the Owner/Agent, have provided to Logan City a dollar amount equal to 110% of the estimated cost of the plant material, labor, installation, and other materials as a security to guarantee the completion of construction. Upon satisfactory completion of the landscaping improvements the security amount will be released. Security may be in the form of an escrow account, bond or other security approved by the Director of Community Development. I have submitted surety in the form of:

- ❑ Cash: Amount $_____ Receipt #_____
- ❑ Cashier's Check, or Check: Check #_____ Amount $_____ Receipt #_____
- ❑ Certificate of deposit or passbook savings account in favor of the City of Logan
- ❑ Bond or other instrument from an approved bonding company

Bonding company name: _____Bond Expiration Date:_____
(Must be at least 30 days after the Landscape Completion Date)

Should the Owner/Agent fail to complete the indicated landscaping improvements by the landscape completion date identified above, Logan City may use the improvement security and install the required landscaping, place a lien against the property, revoke the business license or seek any other remedy allowable by law.

_____
Signature of Owner/Agent

_____
Date

Department of Community Development
Staff Acceptance: _____Date: _____

State of Utah)
:SS
County of Cache)

On this _____ day of _____, 20____, personally appeared before me, _____who acknowledged that he/she signed the above certificate.