

**ESCROW AGREEMENT**

**BETWEEN STEARNS COUNTY AND \_\_\_\_\_**

This Escrow Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Stearns, a political subdivision of the State of Minnesota (the “County”), and \_\_\_\_\_, with principal offices at \_\_\_\_\_ (the “Permittee”), to establish a cash escrow in accordance with the financial assurance requirements of the permit described below.

**RECITALS**

**WHEREAS**, the County has issued Permittee a permit or approval for \_\_\_\_\_ on certain property described in the Permit ( \_\_\_\_\_ ) a copy of which is attached hereto as **Attachment A** (the “Permit”).

**WHEREAS**, the County requires, as a condition of the Permit, that Permittee provide and maintain financial assurance in the form of a letter of credit and/or a cash escrow for the purpose of ensuring that Permittee undertake and satisfactorily complete its obligations under the Permit.

**WHEREAS**, this Agreement documents that a cash escrow will be submitted by Permittee or on Permittee’s behalf to fulfill the financial assurance obligations under the Permit and specifies the conditions and procedures under which the County will hold and may draw on the escrow.

**AGREEMENT**

1. Permittee shall deposit a cash escrow with the County of Stearns in the amount of \$ \_\_\_\_\_ to financially ensure proper \_\_\_\_\_. The County will hold the cash escrow in an escrow account where it may be commingled with other funds held by the County. Permittee will not be entitled to interest on the escrowed amount.

2. County shall issue a receipt of the escrow funds to Permittee within five (5) business days after deposit.

3. Escrow funds will become the sole property of the County, and Permittee agrees to the relinquishment of all legal and equitable interest therein, as follows:

- a. The County will give written notice to Permittee describing the violation of the permit and the action required to correct it. If the violation has not been corrected and arrangements acceptable to the County have not been made within the time specified in the notice, the County may, without further notice to Permittee, take steps it deems reasonable to correct the violation, and may have access to the property described in the Permit during reasonable times for that purpose. The

County may give 24 hours' notice before entry and will exercise due care to avoid unnecessary disturbance or damage to the property. If the County finds that entry is required to address an occurring or imminent threat to public health or safety, it may enter and correct without prior notice or opportunity to cure, but only to the extent reasonably necessary to address the threat.

- b. If the Permittee fails to cure the violation as specified in the written notice or if the County is otherwise required to take action to correct the violation, the County may transfer funds from the escrow account into County accounts to pay for the cost of correcting the violation, and notify Permittee accordingly.
- c. In the event the County transfers funds into County accounts pursuant to paragraph 3(b), Permittee shall, within ten (10) business days of receiving notice of such transfer, replenish the cash escrow to the amounts required by the Permit.

4. Escrow funds submitted hereunder are submitted to ensure satisfactory completion of the obligations under the Permit as determined by the County. Nothing in this Agreement creates any right in any third party as against the County or in any way waives or abridges any immunity, defense or liability limit of the County. Permittee indemnifies the County for any claim, liability or cost the County incurs as a result of a party other than Permittee asserting ownership in or a right to the escrow funds.

5. Permittee will not assign or purport to assign any interest in the escrow funds or this Agreement to any third party, except in conjunction with a transfer of Permittee's Permit and only if that transfer is approved in writing by the County. In the event of an agreed upon transfer of Permittee's Permit, the escrow funds submitted will remain in possession of the County as outlined in this Agreement, the transferee will become the Permittee upon entering into a written agreement with the County to fulfill the terms and requirements of the permit and this agreement.

6. Escrow funds that are not used or claimed by the County will be released to Permittee upon termination of the Permit, completion of Permittee's obligations under the Permit, and termination of this agreement.

7. The Permittee agrees that, should the escrow funds submitted hereunder remain unclaimed by the Permittee or its successor in interest so as to become "abandoned property" as that term is defined in Minnesota law, the County may assess a service charge from the unclaimed assets to cover costs of attempting to locate the Permittee or its successor in interest and, if necessary, reporting and paying the unclaimed funds as required by law.

8. This Agreement is effective as of the Effective Date and terminates when the County releases the escrow, if any escrow funds remain, upon expiration or termination of the Permit.

9. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification is in writing and signed by authorized representatives of both parties. An increase or decrease in the amount of escrow funds held by the County for the Permit does not constitute an amendment.

To the County: Stearns County Environmental Services  
Administration Center  
705 Courthouse Square Room 343  
St. Cloud, MN 56301

To the Permittee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Stearns. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

11. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

12. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

STEARNS COUNTY

PERMITTEE:

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By:

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By:

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Print Name

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Print Name

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Title

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Title

**Attachment A**  
**Permit**