



Date Posted \_\_\_\_\_  
Date Expires \_\_\_\_\_  
Bond Number \_\_\_\_\_

# City of Edmonds

121 5<sup>th</sup> Avenue North · Edmonds · WA 98020 · (425) 771-0220 Fax (425) 771-0221  
Website: [www.ci.edmonds.wa.us](http://www.ci.edmonds.wa.us)

DEVELOPMENT SERVICES DEPARTMENT  
Planning · Building · Engineering

## PERFORMANCE BOND/BONDING COMPANY

Edmonds Building Permit No. \_\_\_\_\_  
Project Address \_\_\_\_\_  
Developer/Owner \_\_\_\_\_

*WHEREAS*, \_\_\_\_\_, hereinafter referred to as “the Principal”, has applied to the City of Edmonds, hereinafter referred to as “the City”, to construct the project known as \_\_\_\_\_ on a site located at \_\_\_\_\_ within the City of Edmonds, and

*WHEREAS*, the City approved the requested action and,

*WHEREAS*, the approval granted by the City and the provisions of the Edmonds Development Code require certain improvements to be made in connection with construction of the project, and whereas the improvements are shown on the approved site plan and other required plans and are further defined by the conditions identified in the City file,

*NOW, THEREFORE*, the undersigned Principal and bonding company, \_\_\_\_\_, a corporation authorized to transact surety business in the State of Washington, hereinafter referred to as “the Surety”, agree and bind themselves, their heirs, executors, administrators and assigns, unto the City in the sum of \_\_\_\_\_ \$ \_\_\_\_\_, lawful money of the United States, according to the following terms and conditions:

1) If the Principal does not complete all improvements required by the above-referenced conditions, plans, and file within \_\_\_\_\_ months (not to exceed 24 months), then the Surety shall, upon the demand of the City, remit to the City within ten (10) days of receipt of said demand the amount of this bond or such lesser amount as may be specified in the demand.

2) In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, its employees and agents shall have the right at their sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

3) In the event any lawsuit is instituted by the City of Edmonds, the Principal or the Surety to enforce the terms of this bond or to determine the rights of any party hereunder, the prevailing party in such litigation shall be entitled to recover from the losing party its costs, including reasonable attorneys’ fees, incurred as a result of such lawsuit.

4) This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of two (2) years from acceptance has been submitted to the City in an amount to be determined by the City, of the cost of the improvements and in a form suitable to the City, and until released in writing by the City at the request of the Surety or the Principal upon expiration of the period specified in the above paragraph.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Bonding Company

\_\_\_\_\_  
Developer/Owner/Principal

\_\_\_\_\_  
Officer/Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Bond Number

\_\_\_\_\_  
Telephone Number

**BONDING COMPANY SURETY ACKNOWLEDGMENT**

STATE OF WASHINGTON )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at

\_\_\_\_\_

**DEVELOPER/OWNER ACKNOWLEDGEMENT**

STATE OF WASHINGTON )

) ss.

COUNTY OF )

On this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at

\_\_\_\_\_