



CITY OF EDMONDS

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Website: www.edmondswa.gov

MIKE ROSEN
MAYOR

PUBLIC WORKS DEPARTMENT
Engineering Division

Bond No: _____

MAINTENANCE BOND – FROZEN FUND

Edmonds/Subdivision/Plat/Permit No. _____

Project Name _____

Project Address _____

Owner/Developer/Contractor _____

Improvements Bonded For Subdivision Improvements consistent with approved civil construction plans.

KNOW ALL MEN BY THESE PRESENTS:

That we _____, (Owner/Developer/Contractor) as Principal, and _____ (Bank), a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto the CITY OF EDMONDS, WASHINGTON, in the penal sum of _____ (\$ _____) for the payment of which well and truly to be made, we firmly bind ourselves, and each of our heirs, executors, administrators, and assigns, jointly and severally by these presents.

THE CONDITION OF THE foregoing obligation is such that the above named principal has completed improvements in the development known as _____.

And the further condition that the principal will maintain all improvements per approved plans in said development for a period of not less than **twenty four (24) months** from the date of the execution of this bond. Principal and Surety further agree to promptly reimburse the CITY OF EDMONDS for all emergency repairs and/or maintenance necessary to preserve and maintain public safety and welfare of the public. Other necessary maintenance shall be performed by the Principal on receipt of seven (7) days notice from the CITY OF EDMONDS directing the performance of such work; failing this, the CITY OF EDMONDS will perform the work at the expense of the Principal and/or Surety. At the end of maintenance by the Principal, the CITY OF EDMONDS will inspect subject improvements and if in condition satisfactory to the CITY OF EDMONDS PLANNING DIVISION/BUILDING DIVISION/ENGINEERING DIVISION/ FIRE DEPARTMENT, then this obligation shall be void, other-wise to remain in full force and effect.

It is hereby specifically agreed by and between the parties hereto that, in the event that any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its cost and reasonable attorneys' fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues, prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorneys' fees, shall be recoverable by the prevailing party, not only from the proceeds of this bond but also over and above said body as a part of any recovery in any judicial proceeding, in addition to recovery on the bond.

Engineering Maintenance-Frozen Bond
Revised 02/06/20

OWNER/DEVELOPER/CONTRACTOR

STATE OF WASHINGTON)

) ss

COUNTY OF)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____,

to me known to be the _____ of _____,
TITLE PARTNERSHIP/CORPORATION

the (partnership/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

<p>ACCEPTED: _____ CITY OF EDMONDS</p> <p>DATE: _____</p>
