



King County
Parks, Planning and Resources Department
Building and Land Development Division

PLAT MAINTENANCE BOND

BALD FILE NO. _____

NAME Of PROJECT _____

BOND NO. _____

LOCATION/ADDRESS OF PLAT _____

WE, _____, as Principal and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and legally doing business in the State of Washington, as Surety, are held and firmly bound unto King County, State of Washington, as Obligee, in the penal sum of _____ Dollars, (\$ _____), for the payment of which we firmly bind ourselves, our legal representatives, successors and assigns, jointly and severally.

WHEREAS, the Principal has completed a plat of a subdivision or project known as _____

located at _____ in King County, Washington and the Principal has constructed certain improvements in connection with said project and intends to secure the successful operation of said improvements pursuant to RCW 58.17 and the King County Code.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that i f: the improvements constructed by the Principal shall successfully operate for a period of one year from the satisfactory completion of the facility or final plat approval, whichever is later, and shall remain free of defect in workmanship and materials for the period then *this* obligation shall be null and void, otherwise to remain In full force and effect.

IT IS FURTHER EXPRESSLY PROVIDED THAT.

1. Until written release of this obligation by the Obligee, this bond may not be terminated or cancelled by the Principal or Surety for any reason.
2. Damage from expected usage and damage due to construction activities shall be considered "defects" for purposes of this bond.
3. In the event of any failure of the improvements to satisfactorily perform or in the event of a defect in the workmanship or materials, the Principal or Surety shall make prompt and adequate repair to correct the failure or defect. In the event these repairs are not made within 45 days of notice by either the Principal or Surety, the Surety shall, upon demand, tender the total bond amount to the Obligee. After making the repairs, the obligee will return any unexpected funds, without interest, to the Surety.
4. In the event the Obligee determines that repairs must be performed immediately to prevent risk to person and property, the obligee may make the repairs and the costs of those repairs shall be paid by the Principal or Surety.
5. The Principal shall be obligated to make the repairs described above, which obligation shall not be limited by the amount of this bond.

PRINCIPAL

SURETY

Signature

Signature

(Type in Name)

(Type in Name)

Title DATE

Title DATE

Mailing Address

Mailing Address

State of Washington,

County of _____

I certify that I know or have been satisfactory evidence that _____ signed this instrument and acknowledge it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated: _____

Signature of Notary Public: _____

Title: _____

MY appointment expires: _____

State of Washington,

County of _____

I certify that I know or have been satisfactory evidence that _____ signed this instrument on oath stated that he/she was authorized to execute the Instrument and acknowledged it as the

_____ (type of authority, e.g. Officer, Trustee etc.)

of _____ to be the free and voluntary act of such

(name of party on behalf of whom instrument was executed)

party for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated: _____

Signature of Notary Public: _____

Title: _____

My appointment expires: _____