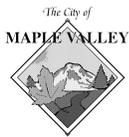


PUBLIC WORKS

MAINTENANCE SECURITY DEVICE INSTRUCTIONS

PO Box 320, 22017 SE WAX RD, SUITE 200 – MAPLE VALLEY, WA 98038 – (425) 413-8800

- A. Please submit the following attached items: (Original forms to City of Maple Valley)
1. The completed Security Information form, along with:
 - a. An as-built plan; and
 - b. A completed copy of the Public Works Department Improvement Evaluation Packet, signed by the Public Works Department.
 - c. A completed “License to Enter Property” is on record.
 2. The completed Security Agreements, including all required signatures and notarizations.
- B. Too determine the amount of your security:
1. Maintenance Bond for public improvements and on-site storm control are collected at 20 percent of the total value of Public Work required. See MVMC 18.90.050.F; 18.90.060.E.2.b.
 2. The City will also collect a cash deposit based on 0.5% of the Total Security. The cash deposit will be used to cover the City's actual expense of administration and inspection, if necessary, using the proceeds of the security. The City shall subtract a minimum of \$275.00 from the cash deposit to cover normal expenses and will refund any remaining funds when the required work or improvements have been completed, or at the end of time covered by a maintenance security.
- * **To protect your interests, please note that maintenance of improvements is the responsibility of the applicant for two years, including damage by subcontractors or builders.**
- ** **Recording fees paid separately.**



**PUBLIC WORKS
MAINTENANCE SECURITY INFORMATION**

MUST Be Completed by Applicant

Project Name _____

Project Address _____

Development Permit Number _____ Other No. _____

Applicant _____

Contact Person _____

Address _____
Street

_____ City State ZIP

Telephone No. () ____ - ____ Fax No. () ____ - ____ Email: _____

Security Firm (Surety or Financial Institution) _____

Contact Person _____

Mailing Address _____
Street

_____ City State ZIP

Telephone No. () ____ - ____ Fax No. () ____ - ____ Email: _____

Official Use Only Below

Date Submitted _____ Release Date _____

Public Works Representative _____

Bond / Security No. _____

P.W. R.O.W. Permit No. _____



**PUBLIC WORKS
TWO YEAR MAINTENANCE SECURITY AGREEMENT**

1. THIS AGREEMENT is entered into between _____ hereafter referred to as the "applicant" and the CITY OF MAPLE VALLEY, hereafter referred to as the "City."

2. The applicant has submitted recorded (final subdivision/short subdivision) documents (King County Recording Number): _____ for a project known as _____ generally located at _____ and must perform the following as required by the City of Maple Valley:
 - 2.1. All routine maintenance to Landscaping, Street Trees, Street Lighting in Right of Way,
 - 2.2. All routine maintenance to complete Storm Drainage System,
 - 2.3. Complete repairs documented by the maintenance punchlist prior to release of securities.

3. The City has determined that the estimated cost to fully perform the maintenance described in paragraph 2 is *(insert dollar amount of "Securities Cost Summary")* _____.

4. The undersigned shall file with the City as security *(check appropriate method below)* for maintenance of said work:
 - ___ a. A maintenance bond issued by a surety company licensed as such in the State of Washington (Bond No. _____); **or**

 - ___ b. An assignment of funds on deposit in bank account (Acct. No. _____);

5. In the event the undersigned fails to fully perform the maintenance described in paragraph 2 above within 30 days of formal notice, the City shall forthwith take all steps necessary or required to enforce the security device listed in paragraph 3. Such funds as may be received therefrom by the City shall be used solely for the purpose of completing the maintenance of the work described in paragraph 2. In the event such funds are then insufficient in amount to fully pay for such work then required to be done by the City, then in that event such excess cost shall be reimbursed to the City by the undersigned and if not so paid within 60 days of demand therefor made upon the undersigned by the City, such demand shall constitute a lien upon the real property described in above recorded documents. In the event said funds exceed the actual cost of the improvements required to be then done by the City, any surplus remaining following completion of said work shall be returned to the order of the undersigned applicant and the surety or bank.

6. The City hereby acknowledges receipt of *(insert dollar amount of "Cash Deposit")* \$ _____ to be used to administer the bond.

7. This agreement shall be binding on the heirs, assigns, successors, administrators, and executors of the parties.

8. Signed this _____ day of _____, 20_____.

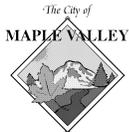
CITY OF MAPLE VALLEY:

DEVELOPER (Applicant):

By _____

By _____

By _____



**PUBLIC WORKS SECURITY AGREEMENT AND
ASSIGNMENT OF BANK ACCOUNT FOR CONSTRUCTION
OF IMPROVEMENT (MAINTENANCE)**

PROJECT: _____

Developer/Depositor: _____
(Name)

(Address)

Financial Institution: _____
(Name)

(Address)

Account No.: _____ Phone No.: _____

KNOW ALL MEN BY THESE PRESENTS that we have been authorized and directed by _____, hereinafter referred to as the developer (applicant), to hold from the funds on deposit in Bank Account No. _____, the sum of \$ _____ (insert dollar amount of the "Securities Cost Summary"), excluding all bank penalty charges, herein-after referred to as the security value, for completion of improvements in the above proposed project.

Said improvements include all improvements within the project, together with all conditions to which approval was made subject by City of Maple Valley as specified in the above Maple Valley Permit No. _____. All of such improvements are to be constructed pursuant to the provisions of the City of Maple Valley subdivision, zoning, and other applicable ordinances and according to City of Maple Valley standards and specifications.

In the event the developer fails to complete any or all of said improvements, we are hereby authorized and directed by the developer to pay the City of Maple Valley such sums within the limits of the amount held, as determined by the Maple Valley Public Works Director, or his/her designate, that are necessary to replace said improvements.

The City of Maple Valley shall have first claim and priority on the security value in said account in the event of any default in maintenance of said improvements. It is further understood and agreed that the aforesaid priority claim is paramount to all parties, including the developer, who agrees that the security value, or balance thereof after approved partial compliance releases, shall be held available to satisfy any aforementioned claim by the City of Maple Valley, notwithstanding termination of bank account agreement between the depositing institution and depositor for any reason whatsoever.

Upon acceptance of improvements by the Maple Valley Public Works Official, as his/her designate, any balance of said sum remaining subject to this security agreement shall be released from this agreement.

APPROVED AND ACCEPTED:

DEPOSITOR/
DEVELOPER:

FINANCIAL INSTITUTION:

CITY OF MAPLE VALLEY:

By: _____

By: _____

By: _____

Its _____

Its _____

Its _____

(Sign with blue ink)

(Individuals Only)

(Partnerships Only)

(Corporations Only)

OWNER(S) OF REAL PROPERTY
(INCLUDING SPOUSE)

OWNER(S) OF REAL PROPERTY

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint Venture)

By General Partner

By General Partner

By General Partner

(Name of Corporation)

By President

By Secretary

(Individuals Only)

STATE OF WASHINGTON)
) SS.
 County of King)
 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 _____ and _____ to me known to be the individual(s) described herein and who executed the Security Agreement and Assignment of Bank Account for Maintenance of Improvements (Maintenance), and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

 Notary's Signature

 Print Notary's Name
 Notary Public in and for the State of Washington, Residing at: _____
 My commission expires: _____

(Partnerships Only)

STATE OF WASHINGTON)
) SS.
 County of King)
 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 _____ and _____ to me, known to be general partners of _____, the partnership that executed the Security Agreement and Assignment of Bank Account for Maintenance of Improvements (Maintenance), and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

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

 Notary's Signature

 Print Notary's Name
 Notary Public in and for the State of Washington, Residing at: _____
 My commission expires: _____

(Corporations Only)

STATE OF WASHINGTON)
) SS.
 County of King)
 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 _____ and _____ to me, known to be the President and Secretary, _____ respectively, of _____, the corporation that executed the Security Agreement and Assignment of Bank Account for Maintenance of Improvements (Maintenance), and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign 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's Signature

 Print Notary's Name
 Notary Public in and for the State of Washington, Residing at: _____
 My commission expires: _____

(Sign with blue ink)

FINANCIAL/INSURANCE INSTITUTION

(Name of Corporation)

By President

By Secretary

STATE OF WASHINGTON)
) SS.
County of King)

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 _____ and _____ to me, known to be the President and Secretary, respectively, of _____,

_____ the corporation that executed the Security Agreement and Assignment of Bank Account for Maintenance of Improvements (Maintenance), and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign 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's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at: _____
My commission expires: _____



PUBLIC WORKS TWO YEAR MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal (applicant), and _____, a corporation organized and existing under and by virtue of the laws of _____, and licensed to do business as surety within the State of Washington, as Surety, are held and firmly bound unto the City of Maple Valley, a non-charter code city of the State of Washington, in the penal sum of \$_____ (insert dollar amount for line 7 of the "Securities Cost Summary") for the payment of which well and truly to be made, we firmly bind ourselves, our 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 applied for and received final approval from the City of Maple Valley for (appropriate information below must be completed):

- * A subdivision of land named _____ and situated in Section _____, Township 22 North, Range 6 East, W.M., Maple Valley, King County, Washington (Reference Permit No. _____), or
- * A short subdivision of land identified as _____, situated in Section _____, Township 22 North, Range 6 East, W.M., Maple Valley, King County, Washington (Reference Permit No. _____), or
- * A land use development or Building permit, requiring as conditions thereof, construction of certain public and other improvements as specified in said permit or Notice of Approval thereof (Reference Permit No. _____).

That the Principal has further within one (1) year from the date of approval thereof by the City of Maple Valley pursuant to MVMC 18.90.050.E or 18.90.060.E.2, fully performed and completed all public improvements, together with such special specifications and conditions as may have been imposed as a part of said approval, and as specifically set forth in the above-referenced file, all in compliance with the standard specifications heretofore adopted by the City of Maple Valley and to the satisfaction of the City of Maple Valley.

The further condition and a part of the consideration of this obligation is that the City of Maple Valley shall have the right to sue on this bond in its own name, to recover for any loss, injury, damage, or liability (excluding damages based upon or arising out of tortuous injury to any person or property) sustained or incurred by it, if such suit is brought for breach of performance by Principal as to a condition hereof, including any condition or performance responsibility incorporated by reference, and such action may be commenced against both the Principal and Surety as joint and several obligors with or without prior notice of such breach of performance by Principal having been given to Surety;

Now, therefore, if the above-named Principal shall fully and faithfully maintain said public improvements, public easements, and special improvements and conditions in good order to the satisfaction of the City of Maple Valley for a period of 24 months following the completion of said improvements and their acceptance by the City of Maple Valley and to reimburse the City of Maple Valley for any maintenance, repair, or replacement of said improvements required to be done within said 24 months, and indemnify and save the City of Maple Valley free or harmless from any and all claims, actions, or damages of every kind and description, which occur to or be suffered by any person by reason of the use or occupation of the areas of construction or installation which become dedicated to public use, and which may occur or be suffered by any person by reason of improper maintenance, materials, or workmanship in regard to all of the improvements required to be maintained within the condition of this bond;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

SIGNED, sealed and dated this _____ day of _____, 20____.

SURETY:

PRINCIPAL (Applicant):

By:_____

By:_____

By:_____

(Sign with blue ink)

<i>(Individuals Only)</i>	<i>(Partnerships Only)</i>	<i>(Corporations Only)</i>
OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)	OWNER(S) OF REAL PROPERTY	OWNER(S) OF REAL PROPERTY
_____	_____ (Name of Partnership or Joint Venture)	_____ (Name of Corporation)
_____	_____ By General Partner	_____ By President
_____	_____ By General Partner	_____ By Secretary
	_____ By General Partner	

(Individuals Only)

STATE OF WASHINGTON)
) SS.
County of King)

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 _____, and

_____ to me known to be the individual(s) described herein and who executed the Public Works Maintenance Bond, and acknowledged _____ that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at: _____
My commission expires: _____

(Partnerships Only)

STATE OF WASHINGTON)
) SS.
County of King)

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 _____, and

_____ to me, known to be general partners of _____ the partnership that executed the Public Works Maintenance Bond, and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

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

Notary's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at: _____
My commission expires: _____

(Corporations Only)

STATE OF WASHINGTON)
) SS.
County of King)

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 _____, and

_____ to me, known to be the President and Secretary, _____ respectively, _____ of _____, the corporation that executed the Public Works Maintenance Bond, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary's Signature

Print Notary's Name
Notary Public in and for the State of Washington, Residing at: _____
My commission expires: _____

