



**PUBLIC WORKS  
RIGHT OF WAY and SITE RESTORATION  
SECURITY DEVICE INSTRUCTIONS**

**PO Box 320, 22035 SE WAX RD – MAPLE VALLEY, WA 98038 – (425) 413-8800**

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A. Please submit the following items:

1. The completed Security Information data sheet, along with a approved copy of the Securities Quantity Worksheet; and,
2. The completed Security Agreement, including all required signatures and notarizations; and,
3. The completed Bond Agreement or Assignment of Bank Account, including all required signatures and notarizations; and,
4. The Cash Deposit; and,
5. A completed "Right of Entry," document, including legal description of property, all required signatures and recording numbers.

B. To determine the amount of your security:

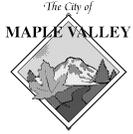
1. A Right of Way and Site Restoration Security is collected based on the Total Value of Improvements as calculated from Security Quantity Worksheets.
2. The City will also collect a Cash Deposit according to the following schedule:

<u>Amount of Security</u>	<u>Amount of Cash Deposit</u>
Up to \$20,000	5% of the Security (minimum \$275)
\$20,001 - \$50,000	4% of the Security
\$50,001 - \$100,000	3% of the Security
\$100,001 and up	2.5% of the Security

The Cash Deposit will be used to cover the City's actual expense of administration and inspection and, if necessary, using the proceeds of the bond. The City shall subtract a minimum of \$275 from the cash deposit to cover normal expenses and will refund any remaining funds when the required work or improvements have been completed and approved.

*\* 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.*

Use BLUE Ink ONLY



**PUBLIC WORKS  
RIGHT OF WAY and SITE RESTORATION  
SECURITY INFORMATION**

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**MUST Be Completed by Applicant**

Project Name \_\_\_\_\_

Project Address \_\_\_\_\_

Development Permit Number \_\_\_\_\_ Other No. \_\_\_\_\_  
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Applicant \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Street

\_\_\_\_\_

City

State

ZIP

Telephone No. ( ) \_\_\_\_ - \_\_\_\_ Fax No. ( ) \_\_\_\_ - \_\_\_\_ Email: \_\_\_\_\_  
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Security Firm \_\_\_\_\_

Contact Person \_\_\_\_\_

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

Street

\_\_\_\_\_

City

State

ZIP

Telephone No. ( ) \_\_\_\_ - \_\_\_\_ Fax No. ( ) \_\_\_\_ - \_\_\_\_ Email: \_\_\_\_\_

Official Use Only Below  
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Date Submitted \_\_\_\_\_ Release Date \_\_\_\_\_

Public Works Representative \_\_\_\_\_

Bond / Security No. \_\_\_\_\_

P.W. R.O.W. Permit No.: \_\_\_\_\_



**PUBLIC WORKS  
RIGHT OF WAY and SITE RESTORATION  
SECURITY AGREEMENT**

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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 agreed to construct ALL improvements as approved by the City in accordance with the plans and specifications accompanying Development Permit No. \_\_\_\_\_ for a project known as \_\_\_\_\_ generally located at \_\_\_\_\_ and must perform the improvements as required by ordinances of the City of Maple Valley.
  
3. The City has determined using the Security Quantities Worksheet that the "Right of Way and Site Restoration Security Value" is \$ \_\_\_\_\_.
  
4. The undersigned shall file with the City as security (check appropriate method below) for performance of said work:
  - \_\_\_ a. A performance 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 perform the work referred to by paragraph 2, within one(1) year from the date of permit or 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 ensuring completion of all public improvements required in the existing right of way, retention/detention facilities and conveyence systems as well as securing and stabilizing the on-site construction area. In the event such funds are then insufficient in amount to fully pay for such work required to be done by the City, 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 paragraph 2. 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's surety company or bank.

Use BLUE Ink ONLY

6. The City hereby acknowledges receipt of ("Security Cash Deposit") \$ \_\_\_\_\_
7. This agreement shall be binding on the heirs, assigns, successors, administrators, and executors of the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

CITY OF MAPLE VALLEY:

PRINCIPAL (Applicant):

By \_\_\_\_\_ By \_\_\_\_\_

It's \_\_\_\_\_ It's \_\_\_\_\_

**CITY OF MAPLE VALLEY  
PRIVATE PROJECT DEVELOPMENT  
PERFORMANCE BOND**

BOND #: \_\_\_\_\_ DATE POSTED: \_\_\_\_\_  
PROJECT COMPLETION DATE: \_\_\_\_\_

RE: Maple Valley Subdivision/Plat/Name: \_\_\_\_\_  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_  
(hereinafter "Principal") and \_\_\_\_\_, a corporation  
organized under the laws of the State of \_\_\_\_\_, and authorized to transact  
surety business in the State of Washington (hereinafter "Surety"), are held and firmly bound unto  
the City of Maple Valley, Washington, (also "Obligee") in the sum of \_\_\_\_\_  
(\$ ) dollars, lawful money of the United States of America, for the payment of which sum  
we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally. We agree to be bound by the laws of the State of Washington and to be  
subject to jurisdiction of the State of Washington. We further agree to venue in King County,  
Washington, for all demands, suits and actions of any kind initiated under this bond.

WHEREAS, the above named Principal has entered into a certain agreement with the City, or  
has been granted approval by the City, for the construction of \_\_\_\_\_,  
consistent with the approved engineering plans prepared by \_\_\_\_\_, and  
referenced in the City's design review file # \_\_\_\_\_, within the City; and

WHEREAS, the project consists of:  
\_\_\_\_\_  
\_\_\_\_\_ ; and

WHEREAS, the agreement or the approval granted by the City requires that certain  
improvements be made in connection with construction of the project; and that such  
improvements be constructed in full compliance with City standards, and the plans and  
specifications submitted with the project, as required by the City; and

WHEREAS, the agreement or the approval granted by the City requires that the improvements  
are to be made or constructed within a certain period of time, unless an extension is granted in  
writing by the City; and

WHEREAS, said City requires that a good and sufficient bond be furnished by said Principal guaranteeing the satisfactory performance of said improvements;

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until released in writing by the City of Maple Valley, but only after the Principal has performed and satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete description here)

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2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced City file. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes at the time such agreement is entered into or such approval is granted.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans, and City file within one year, which time period shall begin to run from the date of issuance of this bond. Improvements not completed within this time period will require the Principal to renew or extend the bond and to provide copies of the renewal or extension to the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
  - a) remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
  - b) tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. Within 45 days of completion of the remedy, the City shall provide the Surety with an accounting of the money expended on the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's 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.
- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- E. Enforcement. It is specifically agreed by and between the parties that in the event 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 costs and reasonable attorney fees as a part of the 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 attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington and further agrees that venue for any litigation arising out of this Agreement shall be in King County Superior Court.
- F. Bond Expiration. 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 twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form acceptable to the City and until released in writing by the City. Notwithstanding the foregoing, in the event that the Principal determines not to commence construction of the project, upon thirty-days written notice to the City, which notice shall include a statement that all project permits and entitlements have been waived by the Principal, and upon satisfactory demonstration that construction has not

been commenced, the City shall release the bond described herein. Upon release of the bond pursuant to the above sentence, all project permits and entitlements shall be cancelled. In the event the project permits are sold or transferred to a third-party for development, the City agrees to release the bond following acceptance of a substitute bond or other security from the new developer in a form acceptable to the City.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURETY COMPANY  
(Signature must be notarized)

DEVELOPER/OWNER  
(Signature must be notarized)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City/State/Zip Co \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

CITY OF MAPLE VALLEY

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Its: \_\_\_\_\_  
City of Maple Valley  
22017 SE Wax Road, Suite 200  
Maple Valley, WA 98038  
425-413-8800

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Taraday, City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

\_\_\_\_ Individual (Form P-1)  
\_\_\_\_ Corporation (Form P-2)



FORM P-2 / NOTARY BLOCK (Use For Partnership or Corporation Only)  
(For Developer/Owner)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed  
this instrument, on oath stated that (he/she) was authorized to execute the instrument and  
acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the  
instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

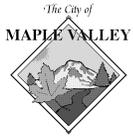
**(For Surety Company)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ that  
(he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the  
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes  
mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



**PUBLIC WORKS  
RIGHT OF WAY and SITE RESTORATION SECURITY  
ASSIGNMENT OF BANK ACCOUNT**

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PROJECT \_\_\_\_\_

Developer (Applicant): \_\_\_\_\_  
(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 ("Right of Way and Site Restoration Security Value") \$ \_\_\_\_\_, excluding all bank penalty charges, hereinafter 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 Development Permit No. \_\_\_\_\_. All of said 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 City of Maple Valley, that are necessary to construct or finish construction of said improvement, including maintenance for the time thereafter required from the above-mentioned sum being held under this agreement.

Provided further, however, that in the event said improvements are constructed and a certificate of partial compliance is signed by the Maple Valley Public Works Official, as his/her designate, and that said improvements have been constructed in accordance with the City of Maple Valley subdivision ordinance and other applicable ordinances, and the conditions imposed by the City of Maple Valley have been met, then in that event we are further authorized to release from this security assignment the amount certified in the certificate of partial compliance by the Maple Valley Public Works Official, as his/her designate.

Use BLUE Ink ONLY

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 construction 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 completion and acceptance of improvements, the developer agrees to furnish to the City of Maple Valley a Performance Bond and Security Agreement in an amount to be determined by the City of Maple Valley. Upon satisfactory furnishing of said Performance Bond, any balance of said sum remaining subject to this security agreement shall be released from this agreement.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DEVELOPER (APPLICANT):  
INSTITUTION:

CITY OF MAPLE VALLEY

FINANCIAL

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

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*(Individuals Only)*

OWNER(S) OF REAL PROPERTY  
(INCLUDING SPOUSE)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Partnerships Only)*

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Partnership or Joint Venture)

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

\_\_\_\_\_  
By General Partner

*(Corporations Only)*

OWNER(S) OF REAL PROPERTY

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
By President

\_\_\_\_\_  
By Secretary

Use BLUE Ink ONLY

*(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 Construction of Improvements (Performance), 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 \_\_\_\_\_ a \_\_\_\_\_ to me, known to be general partners of \_\_\_\_\_, the partnership that executed the Security Agreement and Assignment of Bank Account for Construction of Improvements (Performance), 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 Construction of Improvements (Performance), 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: \_\_\_\_\_

Use BLUE Ink ONLY

**(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 institution that executed the Security Agreement and Assignment of Bank Account for Construction of Improvements (Performance), 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: \_\_\_\_\_