Titles 13 & 30 Drainage & Right of Way Maintenance Assignment of Funds

TITLES 30 & 13 SCC DRAINAGE AND RIGHT OF WAY MAINTENANCE SECURITY ASSIGNMENT OF FUNDS

21ct Ava W Dood Establishment

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)
We hereby agree as Principal (the Principal) that the sum of \$ 23,290 will be held in savings account number 5191557910 in the name of Rivid UC for the
benefit of Snohomish County to assure performance requirements hereunder.
Now, therefore, the conditions of this obligation are such, that the Principal warrants the drainage facilitiess, roads, streets, walkways and other public or private improvements within, or associated with, the project of have been constructed in compliance with all the requirements of Titles 30 and 13 SCC and shall be free from defects in performance, workmanship and materials for a period of two years from the date of acceptance of this maintenance security by the County and that during said maintenance period Principal shall make repairs, correct deficiencies and peform maintenance on the subject drainage facilities, roads, streets and other public or private improvements within, or associated with the project, then this obligation shall be void; otherwise it shall remain in full force and effect, PROVIDED that the duration of the obligation set forth herein may be extended by either the Director of Snohomish County Planning and Development Services (the Director) as provided by SCC 30.84.020 or the County Engineer as provided by SCC 13.10.114.
We firether agree, that in the event the County performs emergency repairs, other than snow and ice control on roads and streets, to preserve and maintain public safety and welfare, the Principal, in accordance with either SCC 30.84.080 or 13. 10.122, will promptly reimburse the County for all emergency repairs performed by the County. Other additional necessary repairs shall be performed by the Principal on receipt of seven days written notice

We further agree that if, during the period this maintenance security is in effect, the drainage facilities, roads, steets, walkways and other public or private improvements within, or associated with the project do not perform or function satisfactorily, the Director, in accordance with SCC 30.84.050, or County Engineer, in accordance with SCC 13.10.116, shall notify the Principal and Financial Institution. The notice shall describe the work or improvements that must be done to prevent the forfeiture of the security device, provide a date certain by which the required work or improvements must be completed to the Director or County Engineers satisfaction, and state that if the work or improvements are not completed within the time specified, the County may proceed with forfeiture of the security device and use the funds to complete the required work or improvements. The Financial Institution, in accordance with SCC 30.84.050(4) and 13.10.116(3) respectively, has the option to either pay up to the full security amount to the County upon demand or complete the work according to the County's terms and conditions. The amount demanded by the Director or County Engineer, or their designee, will be a good faith estimate of the actual cost of the work or improvements to be completed.

from the County directing the performance of such work. If the Principal fails to reimburse the County for the emergency repairs, the Financial Institution agrees to reimburse the County upon demand with funds from the savings

account.

We further agree that if it is necessary for the County to take any legal action against any signatory to this agreement to assure the proper completion of this project, the County shall be entitled to its reasonable costs and attorney's fees.

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PLANNING & DEVELOPMENT

Title 13 & 30 Drainage and Right of Way Maintenance Assignment of Funds

Project Name: OMWSON South

29135th Ave ME #201 307 W. STEWNER	We further agree that in the event the real property upon which the work secured by this security device is annexed into an incorporated municipality, the County, pursuant to SCC 30.84.020(2)(b) and 13.10.104(3)(b), shall have the right, at its option and in its sole discretion, to assign the County's interest in this security device to the annexing municipality without the necessity of obtaining a re-issuance of the security device. Should the County assign its interest in this security device to a municipality, the County shall promptly deliver written notice of the assignment to the Financial Institution and the Principal.		
Principal Principal TO 13 5th Ave Mr Holl Address Address Puffly (m 9337) City, State, Zip Phone Number: 253-444-5346 Phone Number: 253-828-0618 Signature of Principal Lay Bank Cfo Please Print Name & Title Please Print Name & Title	Planning and Development Services of any change of address. Change of addresses notices shall be in writing and shall be mailed to Snohomish County Planning and Development Services, 3000 Rockefeller Ave., M/S 604, Everett,		
Address Phymilan WA 18372 City, State, Zip Phone Number: 253-444-5346 Phone Number: 253-8-28-06-18 Signature of Principal LCO4D BARRY CFO Please Print Name & Title Signature & Title Signature & Title Signature & Title Signature & Title	Signed this $\frac{18^{44}}{100}$ day of $\frac{1}{100}$	Esb. , 2021.	
Address Address Pully (m. 9837) City, State, Zip City, State, Zip Phone Number: 253-444-5346 Phone Number: 253 8 48 06 18 Signature of Principal Signature of Bank Official Loyd bound (FO) Please Print Name & Title Please Print Name & Title Please Print Name & Title	Principal	157 Secrity Bank Financial Institution	
City, State, Zip Phone Number: 253-444-5346 Phone Number: 253-848-0618 Signature of Principal LLO40 Boulds CFO Please Print Name & Title Please Print Name & Title Please Print Name & Title	29135th Ave NE #201	307 W. S. TRUMET	
City, State, Zip Phone Number: 253-444-5346 Phone Number: 253-8-48-06-18 Signature of Principal LLOYD BONGLE CFO Please Print Name & Title City, State, Zip Phone Number: 253-8-48-06-18 Signature of Bank Official Dacid bloggarde wharger Please Print Name & Title	Address PHAMIAR WA 18372		
Signature of Principal LLOYD BONGLY Please Print Name & Title Signature of Bank Official DAGID MORANGE WINNINGEL Please Print Name & Title	City, State, Zip		
Signature of Principal LLOYD BONCH Please Print Name & Title Signature of Bank Official DIOID BOXENER WINNINGE Please Print Name & Title	Phone Number: 233-444 -5346	Phone Number: 253 8 78 06 18	
Please Print Name & Title Please Print Name & Title Please Print Name & Title			
Please Print Name & Title Please Print Name & Title O. Please Print Name & Title	A		
Please Print Name & Title Please Print Name & Title O. Please Print Name & Title	LLOYD BONGIN CFO	DACID BLOXANDER WINNINGER	
Accepted by Snohomish County: Date: Date:	Please Print Name & Title	Please Print Name & Title	
	Accepted by Snohomish County:	Date: 3-23-11	