



**ASSIGNMENT OF FUNDS
IN LIEU OF
CRITICAL AREAS SURETY BOND,
INCLUDING SPECIFIC PERFORMANCE,
MONITORING, AND MAINTENANCE
PROVISIONS**

MAIL TO:
CITY OF KENT
Attn: Development Engineering
220 - 4th Avenue South
Kent, WA 98032-5895

Project: _____
KIVA#: _____
Location: _____
Tax Account#: _____
Bond Account #: _____

I. ASSIGNMENT AND SPECIFIC PERFORMANCE

_____, a [type of entity:] _____
("Principal"), does hereby assign, transfer, and set over unto the City of Kent,
Washington ("City") all rights, title, and interest in and to the sum of

\$ _____ ("Funds")

deposited in a [account type] _____ Account No. _____
in [branch name] _____ of [name of bank or other institution]
_____ ("Bank or Institution"); this account being in the
name of _____ as Principal. Principal grants to the
City of Kent full power and authority to demand, collect, and receive these Funds
from Bank or Institution.

The Funds assigned to the City equal at least **125 percent** of the approved
estimate of the costs to complete the construction project that the Principal wishes
to undertake, as referenced above and as more completely described in approved
plans on file with the City, including the critical areas mitigation plan, which amount
will be forfeited in full to the City upon the Principal's failure to perform. The
Principal has agreed to obligate itself to the City in the listed amount because
undertaking this critical areas mitigation work ("Improvements") may cause
damage and disruption to land and/or public right-of-way within the City.

II. GENERAL TERMS & CONDITIONS

A. All construction and restoration shall be in accordance with all applicable
local, state, and federal laws, permits, and regulations. The Improvements
and their appurtenances shall be constructed and maintained in accordance
with the approved plans.

- B. Principal shall **fully complete** construction prior to issuance of any building or construction permits, unless a phased or concurrent schedule has been approved by the City.
- C. Principal shall conduct a five-year monitoring program, which five-year maintenance and monitoring period shall begin to run only upon written approval by the City of the completed Improvements required by the approved mitigation plan.

III. TERM OF ASSIGNMENT – GENERALLY

This Assignment shall remain in force until released in writing by the City.

IV. ASSIGNED FUNDS SHALL BE RELEASED UPON DEMAND OF THE CITY OF KENT, AND ONLY WITH THE CITY'S CONSENT

It is understood and agreed that all Funds being held under this Assignment will be released to the City of Kent on demand with no other condition of release. It is further understood and agreed that the Bank or Institution named above holds these Funds in its possession and agrees to hold these Funds until a release of this Assignment is received in writing from the City of Kent.

V. WHEN ADDITIONAL ASSIGNED FUNDS REQUIRED

The City may require the Principal to post additional funds if the City demonstrates that a change in conditions or circumstances makes additional security necessary to guarantee performance by the Principal.

VI. FORFEITURE DUE TO NON-PERFORMANCE

Failure by Principal to fully and satisfactorily perform, or to post additional funds as required by the City, shall result in forfeiture to the City of any and all Funds held under this Assignment.

VII. WORKMANSHIP & MAINTENANCE GUARANTEE

- A. Principal agrees that **100% of the Funds indicated in Section I** shall be held in trust as a guarantee against potential costs to the City related to defective materials or workmanship and to ensure performance of maintenance and monitoring required by the Improvements. This sum shall be held in trust for a period of **five (5) years** from the date of **written approval of the completion** of the Improvements by the City.
- B. Principal agrees to promptly correct any deficiencies in construction and/or make any emergency repairs requested by the City during the five year period.

- C. Principal agrees to promptly reimburse the City for any emergency repairs performed by the City or its agents.
- D. Principal agrees to properly maintain the Improvements pending written approval of the completion of the Improvements by the City.
- E. Principal agrees to conduct monitoring programs for a period of five (5) years from the date of written approval of the completion of the Improvements by the City. Principal agrees to submit monitoring reports to the City at intervals identified in the approved mitigation plan.

VIII. FINAL RELEASE OF ALL REMAINING FUNDS

Any Funds still held under this Assignment that have not been otherwise forfeited due to non-performance shall be released **five (5) years** after the date of **written approval of the completion** of the Improvements by the City, provided that the City has determined at its sole discretion that all Improvements, including maintenance and monitoring, have successfully been completed.

This Assignment will take effect on the date last entered below.

PRINCIPAL	CITY
<hr/> Signature _____ Date _____	<hr/> Signature _____ Date _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Telephone: _____	Telephone: _____

RELEASE

Do not sign this release until all improvements, including maintenance and monitoring, are complete.

The undersigned acknowledges that conditions of the foregoing obligation have satisfactorily been met, and hereby authorizes the release of the sum of \$_____ from Account No. _____ in the above-stated financial institution, effective this ___ day of _____, 20__.

CITY OF KENT:

Signature _____ *Date*
Print name: _____
Title: _____