

# WETLAND ENHANCEMENT, PERFORMANCE, MAINTENANCE, AND MONITORING BOND



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University Place, WA 98466  
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**Bond Number:** \_\_\_\_\_

RE: Permit No.: \_\_\_\_\_ Address/Location: \_\_\_\_\_

Project Name: \_\_\_\_\_ Owner/Developer/Contractor: \_\_\_\_\_

We, \_\_\_\_\_, of \_\_\_\_\_, Washington, as Principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the State of \_\_\_\_\_ authorized to do so, and doing business as a Surety company in the State of Washington, as Surety, are jointly and severally held and firmly bound unto the City of University Place ("City"), Washington, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum on demand we bind ourselves, and our successors, heirs, assigns, administrators or personal representatives, as the case may be.

WHEREAS, the Principal is developing a certain tract of land in the City known as \_\_\_\_\_, and the development requires the construction of the following described improvements and facilities on said property pursuant to Title 17 and Title 19 of the University Place Municipal Code:

XX	Improvements	Description
	Tree Plantings	
	Shrub Plantings	
	Groundcover Installation	
	Irrigation Installation	
	Fencing	
	Maintenance	
	As-built Plan	
	Monitoring	

AND WHEREAS, the City requires that a good and sufficient bond be furnished by the Principal guaranteeing the satisfactory performance of the above described wetland improvements and other improvements as shown in detail on the wetland report and associated planting plan, approved by the City on \_\_\_\_\_, 20\_\_\_\_, and as conditioned under the above referenced permit. Additionally, the City requires that a good and sufficient bond be furnished by the Principal guaranteeing maintenance and monitoring of improvements for a period of \_\_\_\_ months from the date the improvements are accepted by the City ("warranty period").

NOW THEREFORE, the Principal agrees to perform the following:

1. Construct the improvements described herein in accordance with the approved plans and specifications, the University Place Municipal Code and other applicable laws and regulations to the satisfaction of the City within \_\_\_\_\_ months from acceptance of this obligation, or the prior guarantee if this is a replacement guarantee, or as specified under the permit; and
1. Maintain and monitor the improvements as specified by the permit for the warranty period, or for such time specified under the permit; and
3. Pay the costs incurred in completing the improvements described herein; and
4. Obtain a letter of completion from the City; and
5. Secure all maintenance and defect guarantees to the satisfaction of the City as required under the University Place Municipal Code.

The Principal further agrees and grants to the City, its elected officials, officers, employees, and authorized agents, the right to enter onto the property in order to construct or repair the required improvements and to fulfill the conditions of the permit and site plans.

