

706

CITY OF KENMORE, WA
AGREEMENT TO COMPLETE PLAT
IMPROVEMENTS WITHIN TWO YEARS FROM THE
DATE OF RECORDING



18120 68th Ave NE, Kenmore, WA 98028

425-398-8900

www.kenmorewa.gov

Applicant:
Address:
City: State: Zip:
Phone Number: Email:

Project/Permit #:
Project Address/Parcel:
Financial Guarantee Amount:
Financial Guarantee Type: [] Cash Deposit [] Assignment Of Funds [] Surety Bond [] Public Agency Agreement

This agreement is made and entered into this ___ day of ___, 20___, between the City of Kenmore, hereinafter called the CITY, and the above named applicant, hereinafter called APPLICANT.

Basis for AGREEMENT:

WHEREAS, the undersigned APPLICANT seeks to record the above named subdivision/short subdivision, herein referred to as subdivision, but has not completed construction of all improvements required in connection with approval of said subdivision; and

WHEREAS the CITY will allow said subdivision to be recorded upon agreement by the APPLICANT to complete all terms of this AGREEMENT; and

WHEREAS, the APPLICANT has submitted a detailed schedule for completion of the improvements and conditions; and

WHEREAS, prior to recording of the subdivision, the APPLICANT has provided the CITY with a financial guarantee in the amount and in a form approved by the CITY in order to secure performance of the terms of this AGREEMENT. The financial guarantee shall remain in force and effect until written release by the CITY. The APPLICANT's obligation to perform work and pay fees or other amounts is not limited to the amount of the associated financial guarantee;

WHEREAS, this agreement will be administered on behalf of the CITY by the Development Services Director, hereinafter called the DIRECTOR;

NOW THEREFORE, the APPLICANT hereby agrees and binds itself and its legal representatives, successors, and assigns, as follows:

Terms of the AGREEMENT:

1. The APPLICANT shall, within two years of recording of the above subdivision, fully complete all approved plat conditions. These include, but are not limited to, construction of all required public and private streets, drainage facilities and other subdivision improvements in full compliance with construction plans and profiles and any approved amendments or extensions thereto. Construction shall be in conformance with applicable CITY ordinances, standards and specifications, and shall be performed and operate to the satisfaction of the DIRECTOR or his/her designee.
2. Any changes (from the approved plans) proposed by the APPLICANT must be approved in writing by the CITY prior to beginning such work.
3. The APPLICANT shall fulfill all other requirements of RCW Chapter 58.17, KMC Title 17, and such other applicable adopted ordinances and standards, even if these requirements are not set forth specifically in this AGREEMENT.
4. The APPLICANT shall perform all construction and maintenance work with due diligence.
5. The APPLICANT shall reimburse the CITY for all actual direct and indirect costs necessitated by this AGREEMENT, including but not limited to plan review and inspection fees pursuant to Title 20 of the Kenmore Municipal Code and amounts required to implement corrective measures or abatement in accordance with this AGREEMENT.
6. The APPLICANT shall furnish to the CITY a set of "final corrected (as-built) plans" (photo mylar quality or equivalent *and* digital copies) of all public property, facilities, and improvements associated with the project prior to final construction approval.
7. Upon completing each of the foregoing terms of this AGREEMENT to the satisfaction of the CITY, the APPLICANT shall provide the CITY with further financial maintenance and defect guarantees in amounts and forms acceptable to the CITY. Such further financial guarantee(s) shall warrant workmanship, materials, design, and successful operation of drainage facility improvements for a minimum period of two years and of all other subdivision improvements for a minimum period of two years as set forth Title 21 of the Kenmore Municipal Code. In the event that the APPLICANT fails to post such additional financial guarantee instruments, the CITY may demand payment on the performance financial guarantee and may utilize such amounts to secure the APPLICANT's maintenance and defect obligations under the Kenmore Municipal Code and this AGREEMENT.
8. The APPLICANT shall be responsible for the proper performance, safe conduct and adequate policing and supervision of the project. The APPLICANT's responsibility shall not be lessened or otherwise affected by the CITY's approval of plans, specifications, or work, or by the presence of the CITY's representative(s) at the site.
9. The APPLICANT shall be responsible for costs of any corrective work on the site, off the site, or within the right-of-way to the extent that such corrective measures are associated with work performed and/or not completed as part of the project, pursuant to Kenmore Municipal Code 21.20.
10. The APPLICANT shall indemnify and hold the CITY and its agents, employees and/or officers harmless from and shall process and defend at its own expense all claims, damages, suits at law

or equity, actions, penalties, losses, or costs of whatsoever kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the APPLICANT's performance or failure to perform any aspect of this AGREEMENT. Provided, however, that nothing herein shall require the APPLICANT to hold harmless or defend the CITY from any claim arising from the sole negligence of the CITY's agents, employees and/or officers.

11. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in King County, Washington.

Release Requirements:

This AGREEMENT shall remain in full force and effect and the associated financial guarantee shall not be released until all terms of this AGREEMENT have been completed to the satisfaction of the CITY and the APPLICANT has received written notice of release of the AGREEMENT. The APPLICANT shall be responsible for maintaining all records of release of this AGREEMENT. The APPLICANT shall produce evidence of the AGREEMENT release upon request of the CITY or financial institutions associated with the financial guarantee.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

APPLICANT

Signature: _____

Print: _____

Date: _____

Received for CITY

Signature: _____

Print: _____

Date: _____

STAFF USE AREA
Release Date:
Released By: