

PERFORMANCE BOND

PROJECT NAME & PROJECT NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS THAT: _____ (the "Principal") has entered into a developer extension agreement with Cross Valley Water District, Snohomish County, Washington (the "District") for the installation of water and/or sanitary sewer improvements necessary for the provision of water and/or sanitary sewer service to the Principal's _____ development project by extension agreement dated _____, 20____, (the "Agreement") as is more fully described in the Agreement on file with the District; and

WHEREAS, said extension improvements shall be completed within twenty-four (24) months from the date of the signing of the Agreement, unless the Agreement is extended as provided in the Agreement; and

WHEREAS, the Principal is required by the terms of the Agreement to furnish a bond for the faithful performance of said Agreement in accordance with the conditions stated below;

NOW, THEREFORE, we, _____, as Principal, and _____ (the "Surety"), authorized to transact business in the State of Washington, as Surety, having its principal office and place of business at _____, are held and firmly bound unto the District in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for which payment we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT: If the Principal, or the Principal's representatives, heirs, successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, keep and observe all of the covenants, conditions and agreements in the Agreement, and faithfully perform all the provisions of the Agreement, and pay all laborers, mechanics, subcontractors, and all persons who supply such persons or subcontractors with provisions and supplies for carrying on the work under the Agreement, and for all materials, equipment or other supplies, used in connection with the performance of the Agreement, and shall indemnify and save harmless the District, its officers, employees and agents, from any pecuniary loss resulting from the breach of any of said covenants, conditions and agreements to be performed by the Principal;

AND, if the Principal corrects or replaces any defective work or materials discovered by the District within a period of two years from the date of acceptance of such work by the District, then this obligation shall be void and shall be promptly released by the District; otherwise, this obligation shall be and remain in full force and effect;

AND FURTHER, no change, extension of time, alteration or addition to the work to be performed under the Agreement shall in any way affect the Principal's or Surety's obligation on this Bond and Surety does hereby waive notice of any change, extension of time, alteration or addition under the Agreement;

AND FURTHER, it is understood and agreed that this obligation shall continue in effect until released in writing by Cross Valley Water District, Snohomish County, Washington.

IN WITNESS WHEREOF, the above referenced parties have executed this instrument under their separate seals this ____ day of _____, 20____, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

PRINCIPAL

By _____
Title _____

Attest: (if corporation)

SURETY

TWO WITNESSES

By _____
Title _____

By _____
Title _____

Address

Corporate Seal:

Certificate as to Corporate Seal

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal, was _____ of said Corporation; that I know his signature thereto is genuine and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary