

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



J.E. "Sam" Ryan
Director

STATE OF WASHINGTON)
) ss. Bond No.
COUNTY OF WHATCOM)

We, _____ (Applicant/Developer/Owner) as Principal,
and

_____, a corporation organized under the laws of the State of
_____, and duly authorized to conduct a surety business in the State of
Washington, as Surety, are held and firmly bound unto Whatcom County, State of
Washington, in the amount of _____ for the payment of which sum we bind
ourselves, and each of our executors, administrators, successors and assigns, jointly and
severally.

Now, therefore, the conditions of this obligation are such, that the Principal will post a
security bond at 125 percent of the estimated cost of installing, maintaining, and monitoring
mitigation measures (specified in permit _____) as approved by
Whatcom County.

Said bond shall guarantee that the Principal will maintain said wetland mitigation, and to
guarantee the survivability of any mitigation plantings for a period of not less than _____
years after final acceptance of said mitigation measures by Whatcom County.

IT IS FURTHER EXPRESSLY PROVIDED THAT:

1. Until written release of this obligation by Whatcom County, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance of the Agreement shall not release surety from its obligation herein.
2. The liability of the Surety shall not be discharged or affected by an amendment of the plan or plans for the required work as specified above. The Surety waives notice of any such amendment.
3. Within 30 days of receiving notice that the Principal has defaulted on some or all of the terms of the Agreement, the Surety shall make a written commitment to Whatcom County that it will either: (a) remedy the default itself with reasonable diligence, or (b) tender to Whatcom County within an additional 30 days the amount necessary for the County to remedy the default, up to the total bond amount. The Surety shall then fulfill its obligations under this bond, according to the option it has elected.

If the Surety elects option (b), then upon completion of the remedy Whatcom County shall notify the Surety of the actual cost of the remedy. The County shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the County any actual costs which exceeded the County's estimate, limited to the bond amount.

It shall be the responsibility of both the Principal and the Surety to inform the Whatcom County Planning and Development Services of any address change. Changes of address should be mailed to the Whatcom County Planning and Development Services, 5820 Northwest Ave., Bellingham, WA 98226-9013. The County will mail only to the last known address of the Principal and Surety.

Signed this _____ day of _____, 20____.

PRINCIPAL	SURETY
Principal	Surety
Address	Address
City, State, Zip	City, State, Zip
Phone	Phone
By	By Attorney-in-Fact (attach Power of Attorney)

Royce Buckingham
[Signature]

Attorney for Whatcom County
 Approved as to Form

Reviewed and approved by:

 Whatcom County Natural Resources Division

 Date