



ASSIGNMENT OF BANK ACCOUNT FOR SECURITY MECHANISM

- Performance Purposes Only**
- Maintenance Purposes Only**
- Completeness Purposes Only**

We, _____ (hereinafter referred to as "Developer") hereby assigns to the CITY OF LAKE STEVENS for security purposes only, pursuant to Lake Stevens Municipal Code Chapter 14.16A.180, the sum of:

(Written Amount)

(\$_____) which is deposited in savings account number _____ at

_____ Bank, _____, Branch.

This assignment shall be on the following terms and conditions:

1. This assignment shall not relate to any interest which accrues on said account and said interest may be withdrawn by the Developer at any time.
2. This assignment is security by the Developer of the following obligations with respect to:

(Security Type / Name of Development / File Number / Site Address / Parcel No.)

3. The obligations referred to above shall be completed to the City's satisfaction on the following schedule:



4. In the event the Developer defaults on the obligation referred to above, as determined by the City, a written notice shall be sent to the Developer requiring the above obligation to be completed within thirty (30) days thereafter. If said obligation is not complete as required by the notice, the City shall have the right to proceed with the work itself, and shall charge all costs of labor, materials, engineering, taxes, incidental costs and expenses, and a 25% administrative overhead fee to the Developer's account. The City shall thereupon send an invoice for its charges to the Developer and to the Bank, and within ten (10) days of receipt of said invoice, the amount of said invoice shall be paid in full by the Bank to the City from the assigned bank account referenced above. If said funds are insufficient and a deficiency remains, the Developer shall be responsible for the same, and shall immediately pay said deficiency, in full directly to the City. Any delinquency in the Developer's obligation shall accrue interests at the rate of 12% per annum.
5. Upon completion of all obligations referred to above, the Developer may apply to the City for a release of all funds held in the assigned bank account. If the City finds the work has been satisfactorily completed, the City shall immediately notify the Bank, in writing, that the balance of funds in the assigned bank account may be released to the Developer. Upon said funds being released, this Agreement shall terminate and no party shall have any further obligation hereunder.
6. This Assignment is irrevocable without the written consent of the City. The assigned funds shall be held exclusively for the benefit of the City and shall not be subject to further assignment or encumbrance of the Developer, or attachment by any creditors of the Developer. All amounts deposited in the above referenced account which are assigned to the City of Lake Stevens, unless paid as provided in Paragraph 4 above, shall remain in said account until released as provided in Paragraph 5 above, partial disbursements of such funds shall not be made as the Developer's progress.
7. Should any disputes arise between the City and the Developer regarding the terms of this Agreement, the Bank shall have the option to hold all matters in a pending status until the dispute is resolved or to join in or commence a court action and deposit the assigned funds into the registry of the court. In the event of any litigation regarding the terms of the Agreement, the City and the Developer shall indemnify and hold the Bank harmless from any costs or attorney fees incurred in connection with the same.
8. If litigation is filed to enforce any term of the Agreement, the prevailing party, as between the City and the Developer, shall be entitled to judgment for court costs and attorney fees incurred therein.
9. This Agreement is binding upon the parties, their heirs, successors, and assigns.



Planning and Community Development
1812 Main Street • PO Box 257 • Lake Stevens, WA 98258
Phone: (425) 622-9400 • www.lakestevenswa.gov
permits@lakestevenswa.gov

Signed this: _____ day of _____, 20 _____.

Principal (Sign) _____

Print Name _____

Address _____

City/ State/ Zip _____

Bank (Sign) _____

Print Name _____

Address _____

City/ State/ Zip _____

Accepted by the City of Lake Stevens this _____ day of _____, 20 _____.

Receipt Acknowledged:

By: _____

Date: _____



**ACKNOWLEDGMENT
Corporation, Partnership, or Individual**

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally _____ appeared _____, to me known to be the (check one of the following boxes):

_____ of _____, the
corporation,

_____ of _____, the
partnership,

individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, partnership, individual for the uses and purposes therein mentioned, and on oath stated that he she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Signature

Print or type name

NOTARY PUBLIC, in and for the State of Washington, residing at: _____

My Commission expires: _____



SURETY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Signature

Print or type name

NOTARY PUBLIC, in and for the State of Washington, residing at: _____

My Commission expires: _____