

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that **[Developer]** as Principal, a **[State of Organization] [Organization Type]** of **[Address]** (the "**Developer**") and **[Surety]** of **[Address]** (the "**Surety**") are held and firmly bound unto The Township of Upper St. Clair, a home rule municipality with offices at 1820 McLaughlin Run Road, Upper St. Clair, Pennsylvania 15241 as Obligee (the "**Obligee**"), in the amount of _____ AND 00/100 DOLLARS (\$ _____) for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Township of Upper St. Clair

WHEREAS, Obligee has authorized by **[Ordinance Number]** dated _____ 20__ (the "**Township Approval**") Developer's development of the property situated in the Township known as **[Name of Plan]** for which a plan **[will be or has been]** recorded in the Recorder's Office of Allegheny County, Pennsylvania, and in connection therewith plans have been submitted for the construction and installation of roads, storm sewers and other public and private improvements, which plans have been approved by the Obligee (said plans are hereinafter called the "**Development Plan**" and the improvements to be made pursuant thereto are hereinafter called the "**Improvements**"); and

WHEREAS, Township Approval requires Developer to maintain all necessary and appropriate Improvements for the development.

NOW, THEREFORE, the condition of this obligation is such that if the Developer shall for a period of _____ year(s) from _____, 20__ (the "**Maintenance Period**") replace and make good all defective workmanship and materials in connection with the construction of the Improvements done under the Township Approval, as referred to, then this obligation shall become void, otherwise it shall be and remain in full force and effect. If such defective materials or workmanship occur within said period Obligee shall give Developer and Surety written notice thereof within one-hundred and eighty (180) days after discovery and

Developer or Surety shall replace such defective material or workmanship within thirty (30) days pursuant to **[Ordinance Number]**. When each such replacement is made to the satisfaction of the Oblige, the obligation of the Developer and Surety shall be discharged as to such replacement. Any such repairs or replacements which are made pursuant hereto shall in like manner be subject to the terms and conditions herein.

Any suit under this Bond must be instituted before the expiration of twenty-four (24) months after the expiration of the Maintenance Period provided for herein.

No right of action shall accrue on the Bond to or for the use of and person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

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This Maintenance Bond is signed and sealed this _____ day of _____ 20__.

WITNESS:

DEVELOPER:

Name:

Name: (SEAL)

TEMPLA

Title:

Township of Upper St. Clair

WITNESS:

SURETY:

Name:

Name: (SEAL)

Title:

TO BE REPRODUCED

REVISED 1-10-2011

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