

MAINTENANCE BOND

For

Permit No. _____

Road Name _____

No. _____

Amount \$5000.00

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the Board of Monroe County Road Commissioners of Monroe County, State of Michigan, to guarantee for a period of two (2) years from and after the date of its final acceptance of street improvements located in the right of way of _____ in the Township of _____, County of Monroe, State of Michigan, in accord with the minimum standards as set forth and established by said Monroe County Road Commission, "Site Plan Procedures" and improvement plans for _____ prepared by _____ and approved by the Road Commission on _____, incorporated by reference and made a part hereof.

We do specifically warrant and guarantee that in the event any part or portion of the improvements, including but not restricted to surface, drainage, and curbs, shall become defective or worn by reasonable use, or otherwise, constructed by said principal before or at the time of expiration of two (2) years from the date of final acceptance of the improvement, then in that event any portion of such construction found to be defective or not to be of a quality in accordance with the Monroe County Road Commission "Site Plan Procedures" of said Monroe County Road Commission or in the event any portion of the existing public road infrastructure, including but not limited to roadway, sanitary sewer, storm sewer, or water, fails as a result of the work covered in the referenced permit for the said project of _____, shall be repaired or replaced as the case may be by the principal at his expense with new material and approved by the Monroe County Road Commission. We further undertake the continuing maintenance of said streets upon the basis that the principal will upon written notice, and within ten (10) days after receipt thereof, make whatever repairs that are necessary in order to comply with the Monroe County Road Commission "Site Plan Procedures." Said notice shall be served by registered or certified mail, return receipt requested, to the principal by addressing the

same to _____, and to said surety by addressing the same to _____. In event that the principal shall fail to make such repairs within the time herein before allotted, then in that event, the required repairs may be made by the Monroe County Board of Road Commissioners, and the entire cost thereof charged to said principal.

In the event such charges are not paid by said principal within thirty (30) days from and after completion of the repairs, the surety will forthwith pay the same upon demand.

The obligation of this guarantee bond shall be deemed to be fulfilled at the end of two (2) years from the date of final acceptance of the improvements by the Board of Monroe County Road Commission; provided, that at the time all parts of all right of way construction done for the said development of _____ shall meet the minimum standards of said Board of Monroe County Road Commissioners made a part hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____, 20__.

WITNESSES

Principal

Surety