

STATE OF NORTH CAROLINA
COUNTY OF UNION

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ (Name of Developer) _____ as principal (“Principal”) and _____ (Name of Bonding Company) _____ as surety (“Surety”), a corporation authorized to transact business in North Carolina, are held and firmly bound unto the County of Union, a political subdivision of the State of North Carolina and a body politic and corporate, in the sum of \$ _____, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has submitted all or a portion of the Development Phase Project [as that term is defined in the Union County Water and Sewer Extension Ordinance, effective May 1, 2012, and subsequently amended (the “Ordinance”) and as identified in the Water and Sewer Extension Agreement between the Principal and County of Union, dated _____] for acceptance by Union County Public Works, which acceptance is a condition precedent to use of the infrastructure in the Development Phase Project in Union County Public Works’ utility system; and

WHEREAS, Union County Public Works is unable, pursuant to the Ordinance, to accept any portion of the Development Phase Project until a Warranty/Repair Guarantee is furnished to Union County Public Works that all the systems and components of the Development Phase Project submitted for acceptance by Union County Public Works will remain free of defects and damage for a period of one (1) year after the acceptance by Union County Public Works of the entire Development Phase Project or until all infrastructure required in the final plat for the Development Phase (as that term is defined in the Ordinance) has been installed, whichever is later (the “Warranty Period”); and

WHEREAS, the Principal does this date agree to provide such a Warranty/Repair Guarantee as required by the Ordinance.

NOW THEREFORE, if the Principal shall well and truly comply with all the terms hereof, and all terms of the Ordinance by which the Principal agrees to provide a Warranty/Repair Guarantee, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

It is hereby understood and agreed that in the event that any system or component of the Development Phase Project accepted by Union County Public Works fails during the Warranty Period and repairs have not been made by Principal as provided in the Ordinance, Union County Public Works may make such repairs itself and thereupon Union County may declare this bond to be in default and collect the amount of funds required to make such repairs as provided for in Section 5.5 of the Ordinance, up to the amount of this Bond.

IN WITNESS WHEREOF, the above-bounden parties have hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its governing body, this _____ day of _____, 20____.

Principal: _____ (SEAL)
[Name, Title]

Witness: _____

Attorney-in-Fact (Surety): _____ (SEAL)
(Power of Attorney attached)

Witness: _____