MAINTENANCE BOND FOR ____________________________

(Development)

____________________________________

(Phase/Section)

KNOW ALL MEN BY THESE PRESENTS that ____________________________,
for ____________________________ as Principal, and ____________________________ (type of security) issued by ____________________________,
as Surety, are bound unto the Town of Nolensville for the use and benefit of the Town of Nolensville Planning Commission, and for the use and benefit of all future lot holders within the hereinafter named subdivision, in the amount of $____________________________ Dollars ($____________________) for payment of which well and truly to be made we bind ourselves, successors and assigns jointly and severally by these presents.

WHEREAS, the Town of Nolensville requires that a proper maintenance bond be executed and filed with the Town of Nolensville to guarantee the condition of the roads, culverts, facilities, landscaping (unless guaranteed under separate bond), and other improvements constructed by the Principal which are related to the road, culverts, and facilities within said subdivision; and

NOW THEREFORE, the Principal shall maintain, for twelve (12) months from the date hereof, all of said improvements and facilities above mentioned as shown on said final plat and, in particular, shall maintain all roadways, grading, drainage, erosion control, re-vegetation, landscaping (unless guaranteed under separate bond), signage and striping, pins and concrete monuments, engineering and miscellaneous items in a proper and workmanlike manner to the satisfaction of the Town of Nolensville Planning Commission and Town Engineer, and until final acceptance of said roads, drainage culverts, and related facilities by the town of Nolensville.

IN THE EVENT, the Planning Commission, in its sole discretion, determines that the Principal has failed to meet the conditions and has failed to perform the obligations of this bond, the Town of Nolensville and its Planning Commission may draw a draft or drafts on said Letter of Credit for such amounts as it may, at its sole discretion, determine to be proper. The Principal hereby acknowledges that it is liable for all obligations stated in this Maintenance Bond.

EXECUTED at ____________________________, TN, this _____day of ______________ 20______.

For: ____________________________
Company

By: ____________________________
Principal

Approved by Town Attorney