

## BOND

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are held and firmly bound unto the  
TOWNSHIP OF LOWER ALLEN, Cumberland County, Pennsylvania in the just and full sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, lawful money of the United  
States of America, to be paid to the Township of Lower Allen (the "Township"), its certain attorney or assigns; to  
which payment, well and truly to be made, we do bind ourselves, our heirs, personal representatives, successors and  
assigns, and every one of them, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is required as a condition of the \_\_\_\_\_  
Preliminary/Final Land Development Plan (the "Plan") approval and by law of the Commonwealth of Pennsylvania,  
in the event of conditional Plan approval, to provide financial security in lieu of construction and completion of  
certain public improvements if such public improvements are not completed prior to final plan approval; and

WHEREAS, Principal hereby provides said security in the amount indicated above for the construction and  
completion of certain public improvements by this Bond;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal  
shall well and faithfully carry out and perform the construction and completion of all public improvements required  
by said Plan, including but not limited to, roadway, driveways, curbs, sidewalks, storm water facilities, landscaping,  
basins and paving, and shall also save and hold harmless and indemnify the said Township of Lower Allen, its  
Commissioners, officers, employees, appointees and agents (collectively "Obligees") of and from all liens, charges,  
costs and expenses, attorney's fees, damages, injury, death, claims and/or loss to which the said Obligees may be  
subject by reason of any wrongdoing, misconduct, want of care, of skill, negligence or default upon the part of the  
Principal, it or his agents, contractors and/or employees in or about the execution or performance of constructing and  
completing said improvements, and shall save and keep harmless said Obligees against and from all claims or losses  
to it or them from any cause whatever in the matter of constructing and completing of said improvements, and pay to  
said Township of Lower Allen any and all costs and expenses which the Township of Lower Allen may incur, from  
whatever source, by reason of any such default or failure of the Principal, then the above obligation be void;  
otherwise, same to be and shall remain in full force, virtue and effect.

This Bond shall expire upon approval by the Township of Lower Allen of the completion of the improvements and the submission of a maintenance bond in form and amount satisfactory to the Township of Lower Allen.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**INDIVIDUAL OR PARTNERSHIP PRINCIPALS**

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

In the presence of:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

**CORPORATE PRINCIPAL**

Name of Principal:

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_ (SEAL)  
President

**SURETY**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Countersigned:

By: \_\_\_\_\_

Attorney-in-Fact,  
State of \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_, Secretary of the Corporation named as Principal in the within Bond; that \_\_\_\_\_, who signed the said Bond on behalf of the Principal was then \_\_\_\_\_ of said Corporation; that I know his signature thereto is genuine; that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Title: \_\_\_\_\_