

## ROAD MAINTENANCE AGREEMENT

THE ROAD MAINTENANCE AGREEMENT is entered into this \_\_\_ day \_\_\_\_\_, 2008 by and between Summit Township, Erie County, PA, 8900 Old French Road, Erie, PA 16509 (hereinafter "Township") and \_\_\_\_\_ (hereinafter "Developer").

WHEREAS, Developer is engaged in a project in Summit Township known as \_\_\_\_\_; and

WHEREAS, the development includes the construction of public improvements to the Township; and

WHEREAS, Developer proposes to dedicate the public improvements to the Township; and

WHEREAS, the Township has determined to accept the dedication of the public improvements subject to an eighteen (18) month warranty by Developer for said public improvements; and

WHEREAS, the parties hereto wish to document this understanding related to these public improvements.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby agree as follows:

1. Public Improvement Dedication. Developer has constructed public improvements including streets within its development. Developer proposes to dedicate said public improvements to the Township. The Township agrees to accept said public improvements.
2. Township Specification. Developer warrants that said public improvements have been constructed in accordance with the Township's specifications.
3. Warranty. Developer agrees to make such replacements, or repairs and maintenance, at its own expense for a period of eighteen (18) months from the date of acceptance of the public improvements by the Township.
4. Notice of Repair. Developer will make such replacements, repairs and maintenance within a reasonable time based upon written notice received from the Township.
5. Default. If Developer fails to make such replacements, repairs or maintenance within the reasonable time set forth in the written notice from the Township, then the Developer shall be in default of this Agreement.
6. Township Repair. If Developer is in default of this Agreement, the Township may perform such repairs, replacement and maintenance to correct the defect in the public improvements and pursue appropriate legal remedies in regard to Developer's default.

7. Indemnification. Developer agrees to hold harmless, indemnify and defend Summit Township in regard to any and all claims, cause of action, injuries or damages arising out of the design, construction, installation, maintenance, repair of the public improvements during the eighteen (18) month warranty period.

8. Successors and Assigns. This Agreement is binding on all the successors and assigns of the parties.

9. Law. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

10. Notice. Any notice from one party to the other shall be in writing and shall be deemed to have given if personally delivered or mailed by first-class mail to their respective addresses stated below:

Summit Township  
8900 Old French Road  
Erie, PA 16509-5461

Developer address

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)  
ATTEST:

SUMMIT TOWNSHIP

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Christopher R. Gradler

BY: \_\_\_\_\_  
Marlin K. Coon.

BY: \_\_\_\_\_  
Thomas H. Church, Jr

(SEAL)  
ATTEST:

DEVELOPER

\_\_\_\_\_

BY: \_\_\_\_\_