

APPENDIX C: FORMS

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**NORTHFIELD PLANNING BOARD
FORM A**

APPLICATION FOR ENDORSEMENT OF A PLAN BELIEVED NOT TO REQUIRE APPROVAL (ANR)

Use: File this form if you are dividing land and believe the division does not constitute a subdivision as laid out in the Northfield Subdivision Regulations, Section 3.2, and the Massachusetts Subdivision Control Law, M.G.L. Chapter 41, Sections 81K-81GG (*a link is available on the Town website and a hard copy is available in Town Hall*).

Instructions for submission:

- Please type or print all information. Incomplete applications will not be considered.
- Deliver the following items to the Northfield Town Clerk in Town Hall for review a minimum of 4 business days prior to a scheduled Planning Board Meeting. Office hours are posted on the Town web-site. The Town Clerk will initial and date stamp the application upon receipt.
 - Two copies of the Form A signed by the applicant.
 - An original reproducible Mylar plan prepared by a registered professional engineer or registered land surveyor **and** the number of paper copies of the original plan as specified in Section 3.2 of the Town of Northfield Subdivision Regulations. Plans must comply with the requirements of Section 3.2 of the Town of Northfield Subdivision Regulations.
 - A compact disk or flash drive containing a copy of the original CADD file in PDF format **plus** accompanying documents in PDF format to be submitted.
- Pay fee in check or money order payable to Town of Northfield to the Town Clerk to receive a stamp verifying payment.

Next steps after submission:

- You will be scheduled to attend the next Planning Board Meeting. Possible outcomes:
 1. If the application is complete and meets the requirements of Section 3.2 of the Northfield Subdivision Regulations and M.G.L. Chapter 41, Sections 81K-81GG, the plans will be endorsed by the Planning Board. You will receive the signed original Mylar and the Planning Board will keep two signed paper copies.
 2. If the application is not complete or the Planning Board requires more information, the application will be rejected and you will receive additional instructions at that time.
 3. If the Planning Board determines that the plan requires subdivision approval, you will be asked to submit a subdivision application.
 - Once the plans have been endorsed, register the ANR at the Franklin County Register of Deeds, located in Greenfield, MA, 413-772-0239. Check with the Franklin County Register of Deeds for recording hours (<https://www.franklindeeds.com/>).

**NORTHFIELD PLANNING BOARD
FORM A**

APPLICATION FOR ENDORSEMENT OF A PLAN BELIEVED NOT TO REQUIRE APPROVAL (ANR)

1. Name of Applicant: _____ Phone #: _____
Mailing Address: _____
E-mail Address: _____
Signature: _____ Date: _____

2. Property Owner(s) (If different from above. All entities listed on deed must sign. Please attach additional sheets if necessary.)

Name: _____ Phone #: _____
Mailing Address: _____
E-mail Address: _____
Signature: _____ Date: _____

Name: _____ Phone #: _____
Mailing Address: _____
E-mail Address: _____
Signature: _____ Date: _____

3. Name of Registered Land Surveyor/Engineer: _____
Mailing Address: _____
Phone #: _____ E-mail Address: _____

4. Parcel ID: Street Address: _____

Map:* _____ **Lot/Parcel #:*** _____ **Zoning District*:** _____

**This information can be found on your tax bill or you can call the Assessors Office.*

Number of existing parcels/lots: _____ **Number of new parcels/lots:** _____

5. What are the proposed changes to the plans? (Please describe in detail): (Plans must include a statement that the Planning Board's endorsement of this Plan does not certify compliance with the zoning requirements for a building lot.)

Applicant must file this form with the Town Clerk, Town of Northfield.

Town Clerk Signature: _____ Date: _____

ANR Application Checklist

For Office Use Only

- ANR Plan Submission Requirements (to be submitted a minimum of 4 business days prior to a scheduled Planning Board Meeting)
 - Two copies of the signed Form A.
 - An original reproducible Mylar plan prepared by a registered professional engineer, registered architect, registered landscape architect, or registered land surveyor **and**
 - Number of paper copies of the original plan as specified in Section 3.2 of the Northfield Subdivision Regulations.
 - A compact disk or flash drive containing a copy of the original CADD file in PDF format **plus** accompanying documents in PDF format to be submitted.
- Contents of Plan (*see Section 3.2, Town of Northfield Subdivision Regulations*)
 - The name(s) of the record owner(s) of the subject land, and the names of the owners of all adjacent land as determined from the most recent tax records of the Town;
 - The location of all existing buildings on the subject land;
 - The location of all easements and rights of way located on or serving the subject land;
 - The existing and proposed boundaries of the subject land and of each parcel and lot created or altered by the plan;
 - The zoning classification of the subject land;
 - A locus plan at a scale sufficient to show the subject land in relation to the nearest intersecting street(s);
 - The locations, widths, and names of all abutting ways;
 - A notation reading: Endorsement of this ANR Plan does not certify that the lots shown on the Plan qualify as building lots under the Town of Northfield Zoning Bylaw

Date Plans rejected and sent back as incomplete: _____

OR

Date Plans Endorsed: _____

OR

Date decision filed that a Subdivision Application is required: _____

OR If no action by Planning Board in 21 days:

Date Certificate Of Approval issued by Town Clerk: _____

Fee paid: \$_____ Date: _____ Town Clerk stamp: _____

Effective Date (signed by Town Clerk): _____

21 days from effective date: _____

**NORTHFIELD PLANNING BOARD
FORM B**

APPLICATION FOR APPROVAL OF PRELIMINARY SUBDIVISION PLAN
(Optional for residential subdivisions; mandatory for non-residential subdivisions)

File the number of copies of the application and the Preliminary Plan as specified in Section 4.2 of the Northfield Subdivision Regulations.

APPLICANT

Name of Applicant: _____

Mailing Address: _____

Email Address: _____ Phone #: _____

THE PLAN

Title of Plan: _____

Drawn by: _____

P.E.'s or surveyor's registration #: _____

P.E.'s or surveyor's Email Address: _____ Phone #: _____

Date of Plan: _____

PROPERTY OWNER

If the applicant and property owner are not the same person, the following must be completed:

Name of Property Owner(s): _____

Address: _____

Email Address: _____ Phone #: _____

The owner hereby appoints _____ (name of person appointed)

to act as agent for purposes of submitting and processing this application for a preliminary subdivision

plan. Signature: _____ Date: _____

TITLE TO THE PROPERTY

The owner's title to the land that is the subject matter of this application is derived from a: a) deed; b) will; or c) other, of _____, dated _____, and recorded in Franklin County Registry of Deeds, Book _____ Page _____.

Or as Land Court Certificate of Title No. _____ registered in Franklin County Registry of Deeds, Book _____, Page _____.

ASSESSOR'S RECORDS

The land shown on the plan is located on Map _____, Lot _____ of the Assessor's records and has an address of _____.

ZONING REQUIREMENTS

Zoning District: _____

The minimum frontage required under Zoning is _____ feet.

The minimum lot area required under Zoning is _____ square feet.

PLAN PROPOSAL

Check all that apply:

- Open Space Residential Development subdivision
- Conventional residential subdivision
- Commercial subdivision
- Industrial subdivision

Total acreage shown on the plan to be divided: _____

Total number of building lots: _____ Numbered: _____

Total number of parcels not intended for building: _____

The plan shows the following existing ways (public ways, ways previously approved in a subdivision, way existing at the time the subdivision control law was adopted that the planning board has deemed adequate for access) that are being proposed as lot frontage:

_____, frontage for lot(s) numbered _____

_____, frontage for lot(s) numbered _____

_____, frontage for lot(s) numbered _____

The plan shows the following proposed ways that are being proposed as lot frontage:

_____, frontage for lot(s) numbered _____

(Add additional sheet if necessary)

I hereby certify that a copy of this plan has been filed with the Town Clerk and the Board of Health.

Signature of applicant

Received by Northfield Town Clerk:

Date: _____ Signature: _____

Signature of Town Clerk

Received by Northfield Board of Health:

Date: _____ Signature: _____

Signature of Board of Health representative

A list of the names and addresses of the abutters to this proposed subdivision is attached.

Filing Fee \$ _____

Consultant Fee \$ _____ (to be determined by the Planning Board and paid at a later date)

All fees currently due the town by applicant are paid in full.

Date: _____ Signature: _____

Signature Town Treasurer/Accountant

**NORTHFIELD PLANNING BOARD
FORM B1**

CERTIFICATE OF DECISION ON PRELIMINARY PLAN

DATE: _____

APPLICANT

Name of Applicant: _____

Mailing Address: _____

Email Address: _____ Phone #: _____

SENT BY CERTIFIED MAIL #: _____

Northfield Town Clerk
69 Main Street
Northfield, MA 01360

RE: Title of Plan: _____

Drawn by: _____

P.E.'s or Surveyor's Registration #: _____

P.E.'s or Surveyor's Email Address _____ Phone #: _____

Date of Plan: _____

With respect to the above-captioned preliminary subdivision plan submitted to the Planning Board of the Town of Northfield by _____ on _____, the Planning Board hereby certifies that at an open meeting duly noticed and held on _____, the Planning Board voted as follows:

To approve the Preliminary Plan as presented.

To approve the Preliminary Plan with the following modifications:

To disapprove the Preliminary Plan based on the following detailed reasons:

Approval of the Preliminary Plan does not constitute the approval of a subdivision, and no Register of Deeds shall record a Preliminary Plan.

NORTHFIELD PLANNING BOARD

**NORTHFIELD PLANNING BOARD
FORM C**

APPLICATION FOR APPROVAL OF DEFINITIVE SUBDIVISION PLAN:

File the number of copies of the application and the Definitive Plan as specified in Section 4.3 of the Northfield Subdivision Regulations.

APPLICANT

Name of Applicant: _____

Mailing Address: _____

Email Address: _____ Phone #: _____

THE PLAN

Title of Plan: _____

Drawn by: _____

P.E.'s or surveyor's registration #: _____

P.E.'s or surveyor's Email Address _____ Phone #: _____

Date of Plan: _____

PROPERTY OWNER

If the applicant and property owner are not the same person, the following must be completed:

Name of Property Owner(s): _____

Address: _____

Email Address: _____ Phone #: _____

The owner hereby appoints _____ (name of person appointed)

to act as agent for purposes of submitting and processing this application for a preliminary subdivision

plan. Signature: _____ Date: _____

TITLE TO THE PROPERTY

The owner's title to the land that is the subject matter of this application is derived from a: a) deed; b) will; or c) other, of _____, dated _____, and recorded in Franklin County Registry of Deeds, Book _____ Page _____.

Or as Land Court Certificate of Title No. _____ registered in Franklin County Registry of Deeds, Book _____, Page _____.

ASSESSOR'S RECORDS

The land shown on the plan is located on Map _____, Lot _____ of the Assessor's records and has an address of _____.

PRELIMINARY PLAN

A Preliminary Plan was filed for this Definitive Subdivision Plan.

A Preliminary Plan was NOT filed for this Definitive Subdivision Plan.

If filed, the date of filing of the Preliminary Plan was _____.

If filed, the Preliminary Plan was:

Approved as presented.

Approved with the following modifications: _____

Disapproved for the following reasons: _____

ZONING REQUIREMENTS

NOTE: If a Preliminary Plan was filed, followed within 7 months by a Definitive Plan, the Zoning specified below should be the Zoning in effect at the time the Preliminary Plan was filed. If no Preliminary Plan was filed, the Zoning specified below should be the Zoning in effect at the time the Definitive Plan was filed.

Zoning District: _____

The minimum frontage required under Zoning is _____ feet.

The minimum lot area required under Zoning is _____ square feet.

PLAN PROPOSAL

Check all that apply:

Open Space Residential Development subdivision

Conventional residential subdivision

Commercial subdivision

Industrial subdivision

Total acreage shown on the plan to be divided: _____

Total number of building lots: _____ Numbered: _____

Total number of parcels not intended for building: _____

The plan shows the following existing ways (public ways, ways previously approved in a subdivision, way existing at the time the subdivision control law was adopted that the planning board has deemed adequate for access) that are being proposed as lot frontage:

_____, frontage for lot(s) numbered _____

_____, frontage for lot(s) numbered _____

_____, frontage for lot(s) numbered _____

The plan shows the following proposed ways that are being proposed as lot frontage:

_____, frontage for lot(s) numbered _____

(Add additional sheet if necessary)

The applicant agrees, if the Definitive Plan is approved, to perform and complete all work on the ground within the proposed subdivision required by the Town of Northfield Subdivision Regulations in force on the date of this application (or if applicable, on the date of an application of a Preliminary Plan) and as modified and supplemented by other requirements of the Planning Board.

The applicant further agrees to complete all said required work on the ground in accordance with the requirements of the Definitive Plan and within the time period of three years, unless extended by the Planning Board in writing.

The applicant further agrees, if the Definitive Plan is approved, to cause said plan to be recorded or registered in the Franklin County Registry of Deeds within thirty (30) days after the return of said plan to the applicant by the Board, and agrees not to sell, or offer to sell, any of the lots within the subdivision until said plan is so recorded or registered.

The applicant further agrees, before final approval of the Definitive Plan, to cause to be filed with the Board a bond or other satisfactory security conditioned on the completion of all required work.

This application is accompanied by an original drawing of the proposed Definitive Plan in accordance with the requirements of the Subdivision Regulations; a list of any waivers requested pursuant to Section 7.3 Waiver of Compliance and the reason for the request; a designer's certificate; and approved cost estimates for all work to be covered by bond or other security.

I hereby certify that a copy of this plan has been filed with the Town Clerk and the Board of Health.

Signature of applicant

Received by Northfield Town Clerk:

Date: _____ Signature: _____
Signature of Town Clerk

Received by Northfield Board of Health:

Date: _____ Signature: _____
Signature of Board of Health representative

Filing Fee \$ _____

Consultant Fee \$ _____ (to be determined by the Planning Board and paid at a later date)

All fees currently due the town by applicant are paid in full.

Date: _____ Signature: _____
Signature Town Treasurer/Accountant

FOR PLANNING BOARD USE ONLY

1. Application – Form C original and the number of copies of the plan as specified in Section 4.3 of the Northfield Subdivision Regulations, filing fee, certified list of abutters, a list of any waivers requested pursuant to Section 7.3 Waivers and the reason for the request, an electronic PDF version of the Definitive Plan to the Planning Board, transferred through a medium specified by the Board. Two (2) copies of the Definitive Plan and 2 copies of the Application with Form C submitted to the Board of Health.

Planning Board Received: _____(Date)

Board of Health Received: _____(Date)

Notification of Town Boards and Departments that a Definitive Plan has been submitted to municipal boards and officials as listed in Section 4.3.B, and is available for review at the Town Hall: _____(Date)

2. Reviews made by Town officers; comments attached

Board of Health: _____(Date)

Board of Selectmen: _____(Date)

Conservation Commission: _____(Date)

Fire Chief: _____(Date)

Police Chief: _____(Date)

Highway Superintendent: _____(Date)

Building Commissioner: _____(Date)

Water District Superintendent: _____(Date)

Sewer Commission: _____(Date)

Superintendents of Schools: _____(Date)

Historical Commission: _____(Date)

Agricultural Commission: _____(Date)

3. Form C executed by Planning Board _____(Date)

4. Public Hearing held _____(Date)

5. Form D received _____(Date)

6. Form C3 received _____ (Date)

Approved by Town Assessor _____ (Date)

Abutters notified _____ (Date)

7. Performance guarantee supplied

Form: F G H I J (circle applicable) _____ (Date)

8. Easements and/or deeds, if applicable

Form: K K1 (circle applicable) _____ (Date)

9. Planning Board action (see meeting minutes) _____ (Date)

Approved

Modified and approved

Disapproved

10. Original returned to applicant _____ (Date)

NORTHFIELD PLANNING BOARD
FORM C1
CERTIFICATE OF DECISION ON DEFINITIVE SUBDIVISION PLAN

DATE: _____

APPLICANT

Name of Applicant: _____

Mailing Address: _____

Email Address: _____ Phone #: _____

SENT BY CERTIFIED MAIL #: _____

Northfield Town Clerk
69 Main Street
Northfield, MA 01360

RE: Title of Plan: _____

Drawn by: _____

P.E.'s or Surveyor's Registration #: _____

P.E.'s or Surveyor's Phone #: _____

Date of Plan: _____

Location of land to be subdivided: _____

Number of proposed lots: _____

With respect to the above-captioned definitive subdivision plan submitted to the Planning Board of the Town of Northfield by _____ on _____, the Planning Board hereby certifies that:

1. It held a public hearing on this plan duly noticed on _____.

2. The Board of Health:

Approved the Definitive Plan as presented.

Approved the Definitive Plan with the following conditions as to where buildings or structures may be built or placed without further consent from the Board of Health:

- Disapproved the Definitive Plan.
- Failed to report on the Definitive Plan, which shall be deemed approval.

3. The Planning Board at an open meeting duly noticed and held on _____, after finding that it was in the public interest and not inconsistent with the intent and purpose of the subdivision control law, voted as follows:

- To approve the Definitive Subdivision Plan as presented.
- To approve the Definitive Subdivision Plan with the following modifications or waivers:

- To disapprove the Definitive Subdivision Plan, because it failed to comply with the Planning Board's rules and regulations and/or the recommendations of the Board of Health in the following respects:

The Planning Board adopted the following conditions of approval, which have been:

- Endorsed on the plan
- Set forth in a separate instrument referenced on the plan

1. The lots upon which buildings may not be erected are: _____
2. The number of buildings that may be erected on the following lots are: _____
3. The length of time for which the existing buildings may be maintained on the following lots without further consent by the Planning Board with respect to access are: _____
4. The additional conditions adopted by the Planning Board to further the purposes of the Subdivision Control Law are:

This decision is subject to appeal in accordance with M.G.L. Ch. 41 § 81BB within 20 days after this decision is filed with the Northfield Town Clerk.

This approval is subject to the applicant providing an adequate performance guarantee to ensure the construction of ways and installation of municipal services for this subdivision. Failure to provide such performance guarantee may result in rescission of approval.

PLANNING BOARD

**CERTIFICATION BY NORTHFIELD TOWN CLERK
FOR FAILURE OF THE PLANNING BOARD TO TAKE TIMELY FINAL ACTION ON A
DEFINITIVE SUBDIVISION PLAN
FORM C2**

CERTIFICATE OF CONSTRUCTIVE APPROVAL

The accompanying Definitive Plan entitled: _____,
and dated _____, by _____
(P.E. or surveyor signing the plan)

for land owned by: _____
was filed with the Northfield Town Clerk on _____.
(date of filing)

The Planning Board did not take timely final action and did not file a decision with the Northfield Town Clerk concerning the plan as required under M.G.L. CH. 41 § 81U.

As Town Clerk of Northfield, I hereby certify that due to failure of the Planning Board to take timely final action on said plan and failure to file a copy of its decision with the Town Clerk as required by M.G.L. CH. 41 § 81U, that the plan shall be deemed approved.

This constructive approval is subject to appeal in accordance with M.G.L. CH. 41 § 81BB within 20 days after the date of this certification.

This constructive approval is subject to the applicant providing an adequate performance guarantee to the Planning Board to ensure the construction of the ways and installation of municipal services for this subdivision. Failure to provide such performance guarantee may result in rescission of this constructive approval by the Planning Board.

Date: _____

Northfield Town Clerk

CC: Planning Board

**NORTHFIELD PLANNING BOARD
FORM C3**

CERTIFIED LIST OF ABUTTERS

Date: _____

To the Planning Board:

The undersigned, being an applicant for approval of a Definitive Plan of a proposed subdivision entitled _____, submits the following sketch of the land in the subdivision listing the names of the adjoining owners in their relative positions and indicating the address of each abutter on the sketch or in a separate list, including owners of land separated from the subdivision only by a street or way.

Signature of Owner

To the Planning Board:

This is to certify that the names and addresses of the parties listed as adjoining owners to the parcel of land shown above are the latest owners of record.

Town Assessor

File Reference _____

**NORTHFIELD PLANNING BOARD
FORM C4**

**NOTICE OF PUBLIC HEARING
FOR CONSIDERATION OF DEFINITIVE SUBDIVISION PLAN**

As required by M.G.L., Ch. 41, §§ 81T and 81U, the Planning Board of the Town of Northfield will hold a public hearing on: _____ (date) at _____ P.M., at the Northfield Town Hall, 69 Main Street, Northfield, MA 01360 (or other place) to consider the application of:

_____ (Applicant Name) with an address of _____ for approval of a Definitive Subdivision Plan entitled: _____, located or described as: _____ showing an:

- Open Space Residential Development subdivision
- Conventional residential subdivision
- Commercial subdivision
- Industrial subdivision

of land owned by: _____ of _____ (Owner's Address). The plan was prepared by: _____, and is dated: _____, showing _____ proposed lots.

A copy of the plan and application may be reviewed at the Town Clerk's office located at the Northfield Town Hall, 69 Main Street, Northfield, MA 01360 during their regular office hours.

Any person who is interested or wishes to be heard on the proposed Definitive Subdivision Plan should appear on the date, time, and place designated for the hearing.

Chair/Clerk of the Planning Board

**TOWN OF NORTHFIELD
FORM D**

DESIGNER'S CERTIFICATE

Date: _____

Northfield Town Clerk
69 Main Street,
Northfield, MA 01360

RE: Title of Definitive Plan: _____

Drawn by: _____

P.E.'s or surveyor's registration #: _____

P.E.'s or surveyor's Email Address: _____ phone#: _____

Date of plan: _____

Location of land to be subdivided: _____

Number of proposed lots: _____

I hereby certify that the above-captioned Definitive Subdivision Plan and any accompanying data prepared by me are true and correct to the accuracy required by the subdivision rules and regulations applicable to said plan and as required by the rules of the Massachusetts Registries of Deeds.

My source(s) of information about the location of boundaries shown on said plan were one or more of the following:

1. Deed from _____ to _____ dated _____ and recorded in the Franklin County Registry of Deeds, in book _____ page _____.
2. Other deeds and plans, as follows: _____
_____.
3. Oral information furnished by: _____
_____.
4. Actual measurements on the ground from a starting point established by: _____
_____.
5. Other sources: _____
_____.

Signed: _____
(Registered Land Surveyor)

SEAL
Registration #: _____

Signed: _____
(Registered Professional Engineer)

SEAL
Registration #: _____

**TOWN OF NORTHFIELD
FORM F**

COVENANT

This Covenant is entered into this _____ day of _____, 2____ by and between the Town of Northfield, a Massachusetts municipal corporation, acting through its Planning Board, with an address of 69 Main Street, Northfield, MA 01360 [hereinafter "Planning Board"] and _____ (record owner of the parcel of land shown on an approved Definitive Subdivision Plan and including an equitable owner or purchaser on a Purchase and Sales agreement for the entire parcel or portion of the parcel of land shown on the approved Definitive Subdivision Plan), with an address of _____ [hereinafter "owner"].

PREAMBLE

WHEREAS, on _____, based on the owner's application dated _____, and after a duly noticed public hearing(s), the Planning Board approved a Definitive Subdivision Plan showing _____ lots, which is entitled: _____, and prepared by: _____, to be recorded or registered at the Franklin County Registry of Deeds;

WHEREAS, the approved definitive subdivision plan shows the division of a parcel of land located at: _____ [hereinafter "subdivision"] and further described in a deed or deeds dated _____ and recorded at the Franklin County Registry of Deeds in Book(s) _____, Page(s) _____; or is registered in Franklin County Registry of Deeds as Document No. _____, and noted on certificate of title No. _____, in Registration Book _____, Page _____;

WHEREAS, M.G.L., Ch. 41, § 81U requires the Planning Board to secure the construction of ways and the installation of municipal services in an approved subdivision before endorsing its approval on the approved Definitive Subdivision Plan;

WHEREAS, the owner has decided to secure all/a portion (described as _____) of the construction of ways and installation of municipal services in the subdivision by means of a CONVENANT;

WHEREAS, the Planning Board has determined that the form of the covenant is sufficient to secure the construction of ways and installation of municipal services in the subdivision;

WHEREAS, the owner's construction of ways and installation of municipal services within the subdivision

are subject to the requirements of M.G.L., Ch. 41, § § 81K-81GG (The Subdivision Control Law); the Planning Board’s Subdivision Regulations applicable to this subdivision; the application submitted for approval of this subdivision; the certificate of approval and all conditions of approval of this subdivision as set forth in the Appendix attached to and made an enforceable part of this covenant; the recommendations, if any, of the Board of Health; the approved Definitive Plan; all conditions subsequent to approval of this subdivision due to any amendment, modification, or rescission of the approval of the Definitive Subdivision Plan; all of the provisions set forth in this covenant and any amendments thereto; and the following additional documents:

_____ [hereinafter
“approval instruments”];

NOW THEREFORE, for and in consideration of the mutual promises set forth below, and after good and valuable consideration, the parties agree as follows:

SECTION 1. INCORPORATION OF PREAMBLE

The Preamble shall be incorporated into and become an enforceable part of this covenant.

SECTION 2. EFFECTIVE DATE

This covenant shall be effective upon its execution, subject to endorsement of approval of the Definitive Subdivision Plan by the Planning Board and the recording or registering of the plan and this covenant by the owner at the Franklin County Registry of Deeds at the expense of the owner.

SECTION 3. RUNS WITH THE LAND

This covenant shall run with the land and shall be binding on all subsequent parties who have any title, interest, or rights in and to the parcel of land subdivided, or a portion thereof. This covenant shall operate as a restriction upon the land until released.

SECTION 4. OBLIGATIONS, DUTIES AND RIGHTS OF THE PLANNING BOARD

a. Upon completion of the construction of ways and installation of municipal services in accordance with the approved instruments, the Planning Board shall release the owner from this covenant and shall issue a certificate of completion and release that shall be executed by a majority of the members of the Planning Board and shall be recorded or registered at the Franklin County Registry of Deeds by the owner at the owner’s expense.

b. Upon completion of a portion of the ways and installation of a portion of the municipal services in accordance with the approval instruments, the Planning Board may release the owner from this

covenant as to those lots that are adequately served by the ways and municipal services so constructed, so long as the construction of ways and installation of municipal services are in the opinion of the Planning Board, sufficiently secured by another method of performance guarantee as provided in M.G.L., Ch. 41, § 81U. A certificate of release shall be executed by a majority of the members of the Planning Board and shall be recorded or registered at the Franklin County Registry of Deeds by the Planning Board at the owner's expense.

c. The Planning Board may rescind approval of the Definitive Subdivision Plan for breach of any provision of this covenant or any amendments thereto. Said rescission shall be in accordance with M.G.L., Ch. 41, § 81W.

SECTION 5. OBLIGATIONS, DUTIES, AND RIGHTS OF THE OWNER

a. The owner shall not convey or transfer title to any lot within this subdivision, except as otherwise provided in this covenant, until completion of the construction of the ways and installation of the municipal services for this subdivision in accordance with the approval instruments, unless and until the owner provides the Planning Board with another method of securing construction of the ways and installation of the municipal services deemed sufficient by the board.

b. The owner shall not build upon any lot within this subdivision, except as otherwise provided in this covenant, until completion of the construction of the ways and installation of the municipal services for this subdivision in accordance with the approval instruments, unless and until the owner provides the Planning Board with another method of securing construction of the ways and installation of the municipal services deemed sufficient by the board.

c. The owner shall complete construction of the ways and installation of the municipal services for this subdivision within three years, or as specified in the Planning Board's decision.

d. The owner agrees and understands that failure to complete construction of the ways and installation of the municipal services by the agreed-upon date shall result in automatic rescission of approval of the Definitive Subdivision Plan by the Planning Board. The Planning Board shall forthwith carry out the rescission as provided in M.G.L., Ch. 41, § 81W.

e. The owner agrees and understands that the Planning Board will not release this covenant in full, unless another method of security is provided, or until the ways and municipal services have been deemed by the Board to be constructed and installed in accordance with the approval instruments, which shall include demonstration of adequate construction and installation within three years, or as specified in the Planning Board's decision, prior to said release.

f. No provision of this covenant shall prevent the owner from varying the method of securing the construction of ways and the installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods as provided in M.G.L., Ch. 41, § 81U, as

long as the planning board deems the method or methods chosen for securing the construction of ways and installation of municipal services as sufficient.

g. The owner shall at all times provide the board forthwith (no more than 14 days after transfer of title) with the name of the current owner or owners of this subdivision or portions thereof and the address of such owner or owners. The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the definitive subdivision plan.

h. The owner shall at all time provide the board forthwith (no more than 14 days after transfer of title) with the name of any mortgagee or mortgagees of this subdivision or portions thereof and the address of such mortgagee or mortgagees. At the time of executing this covenant, the mortgagee(s) of this subdivision is/are _____

_____ whose address is/are _____

_____. The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the definitive subdivision plan.

i. The owner appoints the Planning Board as its agent to record or register the approved and endorsed definitive subdivision plan; this covenant, upon its execution; and any certificates of release of this covenant, or portions thereof, at the Franklin County Registry of Deeds; and the owner further agrees to pay the costs of such recordings.

SECTION 6. MORTGAGEES AND SUCCEEDING OWNERS

Nothing in this covenant shall preclude the owner from mortgaging the entire parcel of land, or a portion thereof, which constitutes this subdivision. If the mortgagee acquires title to the entire parcel of land, or a portion thereof, shown on the approved definitive subdivision plan, through foreclosure or by other means, such as accepting a deed in lieu of foreclosure, then the mortgagee and any succeeding owner of the land transferred by the mortgagee may sell any lot, subject to that portion of this covenant which provides that no lot shall be built upon until the ways are constructed and the municipal services are installed to serve such lot. Said mortgagee and any succeeding owner shall be subject to all other applicable provisions of this covenant and any amendments thereto.

SECTION 7. CONVEYANCE OF LAND OR LOTS SUBJECT TO COVENANT

Nothing in this covenant shall preclude the owner from conveying by a single deed, the entire parcel of land shown on the approved definitive subdivision plan, or all lots not previously released from the terms of this covenant by the board, so long as the deed provides that the land conveyed is subject to this covenant, and any amendments thereto, with proper reference to the book and page where this covenant, and any amendments thereto, are recorded or registered at the Franklin County Registry of Deeds. A deed of any part of the subdivision in violation of this covenant, or any amendments thereto,

shall be voidable by the grantee prior to the release of this covenant no later than three years from the date of such deed.

SECTION 8. BINDING EFFECT

This covenant, and any amendments thereto, shall be binding on the owner, the owner’s agents and representatives, and any successors to the owner’s title, interest, and rights in the parcel of land constituting this subdivision, including executors, administrators, devisees, heirs, successors and assigns of the owner.

SECTION 9. USE OF TERMINOLOGY

Use of the term “owner” in this covenant is for convenience only and should not be considered as a limitation of those parties who may be subject to and bound by the provisions of this covenant and any amendments thereon. Use of the term “Planning Board” in this covenant is for convenience only and may include agents or representatives of the Planning Board.

SECTION 10. APPOINTMENT OF AN AGENT

If someone other than the owner will represent the owner, the owner must designate such representative below.

Name of representative: _____

Address of representative: _____

Phone # Days: _____ Evenings: _____

In executing this covenant, I hereby authorize the person or persons named above to represent my interest before the Planning Board with respect to the subdivision that is the subject of this covenant.

SECTION 11. AMENDMENTS

This covenant may be amended, in writing, by agreement of all of the parties to this covenant.

SECTION 12. GOVERNING LAW

This covenant, and any amendments thereto, shall be governed by the laws of the Commonwealth of Massachusetts.

SECTION 13. SEVERABILITY

If a court of competent jurisdiction determines that any provision of this covenant is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public

My commission expires: _____

PLANNING BOARD

Planning Board Member

Date

Witness

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public

My commission expires: _____

**TOWN OF NORTHFIELD
FORM F1**

ASSENT OF MORTGAGEE

_____, of _____ the mortgagee of the parcel of land, or a portion thereof, constituting this subdivision at the time of execution of this covenant, hereby consents to execution of this covenant by the owner, who is the mortgagor of the parcel of land subject to a certain mortgage deed dated _____ and recorded at the Franklin County Registry of Deeds in Book _____, Page _____; or registered in the Franklin County Registry of Deeds as Document No. _____, and noted on certificate of title No. _____, in Registration Book _____, Page _____. The mortgagee also agrees to hold the mortgage subject to this covenant and agrees that the mortgage shall be subordinate to the covenant, which covenant shall have the same status, force, and effect as through executed and recorded prior to the conveyance of the mortgage deed by the mortgagor-owner to the mortgagee.

MORTGAGEE

_____ Signature of Mortgagee	_____ Date	_____ Witness
By:		
Its:		
Duly authorized		

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public
My commission expires: _____

APPENDIX

(Conditions of approval of the Definitive Subdivision Plan)

**TOWN OF NORTHFIELD
FORM G**

AGREEMENT TO SECURE PERFORMANCE BY A DEPOSIT OF MONEY

This Agreement is entered into this _____ day of _____, 2____ by and between the Town of Northfield, a Massachusetts municipal corporation, acting through its Planning Board, with an address of 69 Main Street, Northfield, MA 01360 [hereinafter "Planning Board"] and _____ with an address of _____ (this should be the record owner of the parcel of land shown on an approved definitive subdivision plan and includes an equitable owner or purchaser on a purchase and sales agreement for the entire parcel or portion of the parcel of land shown on the approved definitive subdivision plan) [hereinafter "owner"].

PREAMBLE

WHEREAS, on _____, based on the owner's application dated _____, and after a duly noticed public hearing(s), the Planning Board approved a Definitive Subdivision Plan showing _____ lots, which is entitled: _____ prepared by: _____, to be recorded or registered at the Franklin County Registry of Deeds;

WHEREAS, the approved Definitive Subdivision Plan shows the division of a parcel of land located at: _____ [hereinafter "subdivision"] and further described in a deed or deeds dated _____ and recorded at the Franklin County Registry of Deeds in Book(s) _____, Page(s) _____; or is registered in Franklin County Registry of Deeds as Document No. _____, and noted on certificate of title No. _____, in Registration Book _____, Page _____;

WHEREAS, M.G.L., Ch. 41, § 81U requires the Planning Board to secure the construction of ways and the installation of municipal services in an approved subdivision before endorsing its approval on the approved Definitive Subdivision Plan;

WHEREAS, the owner has decided to secure all/a portion (described as _____) of the construction of ways and installation of municipal services in the subdivision by means of a DEPOSIT OF MONEY in the penal sum of _____ dollars;

WHEREAS, the Planning Board has determined that the form of the deposit of money is sufficient in form and amount to secure the construction of ways and installation of municipal services in the subdivision and hereby accepts the aforesaid deposit of money in the amount specified;

WHEREAS, the owner's construction of ways and installation of municipal services within the subdivision are subject to the requirements of M.G.L., Ch. 41, § § 81K-81GG (The Subdivision Control Law); the Planning Board's Subdivision Regulations applicable to this subdivision; the application submitted for approval of this subdivision; the certificate of approval and all conditions of approval of this subdivision as set forth in the Appendix attached to and made an enforceable part of this agreement; the recommendations, if any, of the Board of Health; the approved Definitive Plan; all conditions subsequent to approval of this subdivision due to any amendment, modification, or rescission of the approval of the Definitive Subdivision Plan; all of the provisions set forth in this agreement and any amendments thereto; and the following additional documents

_____ [hereinafter "approval instruments"];

NOW THEREFOR, for and in consideration of the mutual promises set forth below, and after good and valuable consideration, the parties agree as follows:

SECTION 1. INCORPORATION OF PREAMBLE

The Preamble shall be incorporated into and become an enforceable part of this agreement.

SECTION 2. EFFECTIVE DATE

This agreement shall be effective upon its execution by all parties hereto, subject to endorsement of approval of the Definitive Subdivision Plan by the Planning Board and the recording of registering of the plan at the Franklin County Registry of Deeds at the expense of the owner.

SECTION 3. OBLIGATIONS, DUTIES AND RIGHTS OF THE PLANNING BOARD

a. This agreement shall not expire until the Planning Board, upon written request, certifies that all road work and improvements have been completed according to the approved plan and that the performance guarantee is released, or until 45 days have lapsed from the date the Planning Board received, by certified mail, a request for such certification and release, whichever comes first. The certificate of completion and release shall be executed by a majority of the members of the Planning Board.

b. Upon completion of a portion of the ways and installation of a portion of the municipal services in accordance with the approval instruments, the Planning Board may release the owner from this agreement, in full or in part, so long as the construction of ways and installation of municipal services are, in the opinion of the Planning Board, sufficiently secured by another method as provided in M.G.L., Ch. 41, § 81U. A certificate of release shall be executed by a majority of the members of the Planning Board.

c. The Planning Board may rescind approval of the Definitive Subdivision Plan for breach of any provision of this agreement or any amendments thereto. Said rescission shall be in accordance with M.G.L., Ch. 41, § 81W.

d. The parties to this agreement, agree to the attached construction schedule (Schedule A), which may provide for a schedule of partial releases, in accordance with Section 4.3 of the Northfield Subdivision Regulations, to be made to the owner upon completion of various stages of work.

e. The Planning Board shall notify the Treasurer for the Town of Northfield of any release of the deposit of money that secures this agreement in full or in part. Upon receipt of a release, the Treasurer shall forthwith return the deposit of money, or portion thereof, together with accrued interest, if any, to the owner. The owner shall be obligated to pay all income taxes on any accrued interest.

f. The Planning Board may apply the penal sum of the deposit of money held by the Treasurer of the Town of Northfield, in whole or in part, for the benefit of the Town of Northfield to the extent of the reasonable costs to the Town of Northfield to complete the construction of ways and installation of municipal services as provided in the approval instruments under the following circumstances:

- i. failure to complete the construction of ways and installation of municipal services as provided by the approval instruments, and within the time provided in this agreement;
- ii. bankruptcy of the owner for the benefit of the creditors of the applicant, of the foreclosure of any mortgage on all or part of the land of the approved subdivision before the scheduled completion date; notice to the Planning Board of the withdrawal or termination of any performance guarantee given hereunder, or of a request to substitute performance guarantee hereunder, prior to the scheduled completion date of the work, unless it is given 45 days prior to the anticipated date of such withdrawal, termination, or substitution; or
- iii. any other condition or circumstance that constitutes default, in the opinion of the Planning Board.

Any portion of the deposit of money, together with accrued interest, if any, that is not applied as set forth above, shall be returned to the owner upon completion of the construction of ways and installation of municipal services by the Town of Northfield. The owner shall be obligated to pay all income taxes on any accrued interest.

SECTION 4. OBLIGATIONS, DUTIES, AND RIGHTS OF THE OWNER

a. The owner shall complete the construction of streets and ways, the installation of municipal services and the construction of certain other improvements for lots as shown in the Definitive Plan entitled _____, dated _____, and approved by the Planning Board on _____, including without limitation the work described in attached Schedule A.

b. The owner shall secure this obligation by depositing with the Treasurer of the Town of Northfield, a

deposit of money to be held by the treasurer in a subdivision escrow account in the name of the Town of Northfield in the amount of _____ for the purpose of securing construction of ways and installation of municipal services in the subdivision.

c. The owner shall complete construction of the ways and installation of the municipal services for this subdivision within three years, or as specified in the Planning Board's decision. The Planning Board may extend such time as it deems appropriate after receipt of a written request received by the Planning Board 45 days prior to the scheduled date of completion.

d. The owner agrees and understands that failure to complete construction of the ways and installation of the municipal services by the agreed-upon date shall result in automatic rescission of approval of the Definitive Subdivision Plan by the Planning Board. The Planning Board shall forthwith carry out the rescission as provided in M.G.L., Ch. 41, § 81W.

e. The owner agrees and understands that the Planning Board will not release this agreement in full, unless another method of security is provided, or until the ways and municipal services have been deemed by the Planning Board to be constructed and installed in accordance with the approval instruments, which shall include demonstration of adequate construction and installation within three years, or as specified in the Planning Board's decision, prior to said release.

f. No provision of this agreement shall prevent the owner from varying the method of securing the construction of ways and the installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods as provided in M.G.L., Ch. 41, § 81U, as long as the Planning Board deems the method chosen for securing the construction of ways and installation of municipal services as sufficient.

g. The owner shall at all times provide the Board forthwith (no more than 14 days after transfer of title) with the name of the current owner or owners of this subdivision or portions thereof and the address of such owner or owners. The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the Definitive Subdivision Plan.

h. The owner shall at all times provide the Board forthwith (no more than 14 days after transfer of title) with the name of any mortgagee or mortgagees of this subdivision or portions thereof and the address of such mortgagee or mortgagees. At the time of executing this agreement, the mortgagee(s) of this subdivision is/are _____

whose address is/are _____

The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the Definitive Subdivision Plan.

i. The owner appoints the Planning Board as its agent to record or register the approved and endorsed Definitive Subdivision Plan and any other instruments required to be recorded under the approval instruments at the Franklin County Registry of Deeds and at the expense of the owner.

SECTION 5. BINDING EFFECT

This agreement, and any amendments thereto, shall be binding on the owner, the owner’s agents and representatives, and any successors to the owner’s title, interest, and rights in the parcel of land constituting this subdivision, including executors, administrators, devisees, heirs, successors and assigns of the owner.

SECTION 6. USE OF TERMINOLOGY

Use of the term “owner” in this agreement is for convenience only and should not be considered as a limitation of those parties who may be subject to and bound by the provisions of this agreement and any amendments thereon. Use of the term “Planning Board” or “Board” in this agreement is for convenience only and may include agents or representatives of the Planning Board.

SECTION 7. APPOINTMENT OF AN AGENT

If someone other than the owner will represent the owner, the owner must designate such representative below.

Name of representative: _____

Address of representative: _____

Phone # Days: _____ Evenings: _____

Relationship of representative to owner: _____

In executing this agreement, I hereby authorize the person or persons named above to represent my interest before the Planning Board with respect to the subdivision that is the subject of this agreement.

SECTION 8. AMENDMENTS

This agreement may be amended, in writing, by agreement of all of the parties to this agreement.

SECTION 9. GOVERNING LAW

This agreement, and any amendments thereto, shall be governed by the laws of the Commonwealth of Massachusetts.

SECTION 10. SEVERABILITY

If a court of competent jurisdiction determines that any provision of this agreement is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

PLANNING BOARD

Planning Board Member Date Witness

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public
My commission expires: _____

APPENDIX

(Conditions of approval of the Definitive Subdivision Plan)

**TOWN OF NORTHFIELD
FORM H**

SURETY AGREEMENT FOR A BOND

This Surety Agreement is entered into this _____ day of _____, 2____ by and between the Town of Northfield , a Massachusetts municipal corporation, acting through its Planning Board, with an address of 69 Main Street, Northfield, MA 01360 [hereinafter "Planning Board"] and _____ with an address of _____ (this should be the record owner of the parcel of land shown on an approved Definitive Subdivision Plan and includes an equitable owner or purchaser on a purchase and sales agreement for the entire parcel or portion of the parcel of land shown on the approved Definitive Subdivision Plan) [hereinafter "owner"]; and _____ (this is the surety or bonding company), a corporation duly organized and existing under the laws of the state of _____, licensed and registered to do business in the Commonwealth of Massachusetts, and with a usual place of business and address of _____ [hereinafter "surety"].

PREAMBLE

WHEREAS, on _____, based on the owner's application dated _____, and after a duly noticed public hearing(s), the Planning Board approved a Definitive Subdivision Plan showing _____ lots, which is entitled: _____ by: _____, to be recorded or registered at the Franklin County Registry of Deeds;

WHEREAS, the approved Definitive Subdivision Plan shows the division of a parcel of land located at: _____ [hereinafter "subdivision"] and further described in a deed or deeds dated _____ and recorded at the Franklin County Registry of Deeds in Book(s) _____, Page(s) _____; or is registered in Franklin County Registry of Deeds as Document No. _____, and noted on certificate of title No. _____, in Registration Book _____, Page _____;

WHEREAS, M.G.L., Ch. 41, § 81U requires the Planning Board to secure the construction of ways and the installation of municipal services in an approved subdivision before endorsing its approval on the approved Definitive Subdivision Plan;

WHEREAS, the owner has decided to secure all/a portion (described as _____) of the construction of ways and installation of municipal services in the subdivision by means of a SURETY BOND in the penal sum of _____ dollars;

WHEREAS, the Board has determined that the form of the surety bond is sufficient in form and amount to secure the construction of ways and installation of municipal services in the subdivision and hereby accepts the aforesaid surety bond in the amount specified;

WHEREAS, the owner's construction of ways and installation of municipal services within the subdivision are subject to the requirements of M.G.L., Ch. 41, § § 81K-81GG (The Subdivision Control Law); the Board's Subdivision Regulations applicable to this subdivision; the application submitted for approval of this subdivision; the certificate of approval and all conditions of approval of this subdivision as set forth in the Appendix attached to and made an enforceable part of this surety agreement; the recommendations, if any, of the Board of Health; the approved Definitive Plan; all conditions subsequent to approval of this subdivision due to any amendment, modification, or rescission of the approval of the Definitive Subdivision Plan; all of the provisions set forth in this surety agreement and any amendments thereto; and the following additional documents

[hereinafter "approval instruments:];

NOW THEREFOR, for and in consideration of the mutual promises set forth below, and after good and valuable consideration, the parties agree as follows:

SECTION 1. INCORPORATION OF PREAMBLE

The Preamble shall be incorporated into and become an enforceable part of this surety agreement.

SECTION 2. EFFECTIVE DATE

This surety agreement shall be effective upon its execution by all parties hereto, subject to endorsement of approval of the Definitive Subdivision Plan by the Planning Board and the recording of registering of the plan at the Franklin County Registry of Deeds at the expense of the owner.

SECTION 3. OBLIGATIONS, DUTIES AND RIGHTS OF THE PLANNING BOARD

a. This agreement shall not expire until the Planning Board, upon written request, certifies that all road work and improvements have been completed according to the approved plan and that the performance guarantee is released, or until 45 days have lapsed from the date the Planning Board received, by certified mail, a request for such certification and release, whichever comes first. The certificate of completion and release shall be executed by a majority of the members of the Planning Board.

b. Upon completion of a portion of the ways and installation of a portion of the municipal services in

accordance with the approval instruments, the Planning Board may release the owner and surety from this surety agreement, in full or in part, so long as the construction of ways and installation of municipal services are, in the opinion of the Planning Board, sufficiently secured by another method as provided in M.G.L., Ch. 41, § 81U. A certificate of release shall be executed by a majority of the members of the Planning Board.

c. The Planning Board may rescind approval of the Definitive Subdivision Plan for breach of any provision of this surety agreement or any amendments thereto. Said rescission shall be in accordance with M.G.L., Ch. 41, § 81W.

d. The parties to this agreement, agree to the attached construction schedule (Schedule A), which may provide for a schedule of partial releases, in accordance with Section 4.3 of the Northfield Subdivision Regulations, to be made to the owner upon completion of various stages of work.

e. The Planning Board shall notify the treasurer for the Town of Northfield of any release of the bond that secures this surety agreement in full or in part. Upon receipt of a release, the treasurer shall forthwith return the bond to the surety.

f. The Planning Board may apply the bond held by the treasurer of the Town of Northfield, in whole or in part, for the benefit of the Town of Northfield to the extent of the reasonable costs to the Town of Northfield to complete the construction of ways and installation of municipal services as provided in the approval instruments under the following circumstances:

- i. failure to complete the construction of ways and installation of municipal services as provided by the approval instruments, and within the time provided in this agreement;
- ii. bankruptcy of the owner for the benefit of the creditors of the applicant, of the foreclosure of any mortgage on all or part of the land of the approved subdivision before the scheduled completion date; notice to the Planning Board of the withdrawal or termination of any performance guarantee given hereunder, or of a request to substitute performance guarantee hereunder, prior to the scheduled completion date of the work, unless it is given 45 days prior to the anticipated date of such withdrawal, termination, or substitution; or
- iii. any other condition or circumstance that constitutes default, in the opinion of the Planning Board.

Any portion of the bond that is not applied as set forth above, shall be returned to the surety upon completion of the construction of ways and installation of municipal services by the Town of Northfield.

SECTION 4. OBLIGATIONS, DUTIES, AND RIGHTS OF THE OWNER AND SURETY

a. The owner shall complete the construction of streets and ways, the installation of municipal services and the construction of certain other improvements for lots as shown in the Definitive Plan entitled _____, dated _____, and approved by the Planning Board on _____, including without limitation the work described

in attached Schedule A.

b. The surety, or owner on behalf of the surety, shall deliver a surety bond with the treasurer of the Town of Northfield, in the amount of _____ for the purpose of securing construction of ways and installation of municipal services in the subdivision.

c. The surety agrees to and is obligated to notify the Planning Board of any lapse in the bond. Failure of the security company to provide such notice or any lapse of the surety bond shall result in automatic rescission of approval of the subdivision. Any issuance of a new bond by the surety shall require execution of a new surety agreement.

d. The owner shall complete construction of the ways and installation of the municipal services for this subdivision within three years, or as specified in the Planning Board's decision. The Planning Board may extend such time as it deems appropriate after receipt of a written request received by the Planning Board 45 days prior to the scheduled date of completion.

e. The owner and surety agrees and understand that the Planning Board will not release this surety bond in full, unless another method of security is provided, until the ways and municipal services have been deemed by the Planning Board to be constructed and installed in accordance with the approval instruments, which shall include demonstration of adequate construction and installation within three years, or as specified in the Planning Board's decision, prior to said release.

f. No provision of this surety agreement shall prevent the owner from varying the method of securing the construction of ways and the installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods as provided in M.G.L., Ch. 41, § 81U, as long as the Planning Board deems the method chosen for securing the construction of ways and installation of municipal services as sufficient.

g. The owner shall at all times provide the Board forthwith (no more than 14 days after transfer of title) with the name of the current owner or owners of this subdivision or portions thereof and the address of such owner or owners. The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the Definitive Subdivision Plan.

h. The owner shall at all times provide the board forthwith (no more than 14 days after transfer of title) with the name of any mortgagee or mortgagees of this subdivision or portions thereof and the address of such mortgagee or mortgagees. At the time of executing this surety agreement, the mortgagee(s) of this subdivision is/are _____
whose address is/are _____
_____.

The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the Definitive Subdivision Plan.

i. The owner appoints the Planning Board as its agent to record or register the approved and endorsed Definitive Subdivision Plan and any other instruments required to be recorded under the approval instruments at the Franklin County Registry of Deeds and at the expense of the owner.

SECTION 5. BINDING EFFECT

This surety agreement, and any amendments thereto, shall be binding on the owner, the owner’s agents and representatives, and any successors to the owner’s title, interest, and rights in the parcel of land constituting this subdivision, including executors, administrators, devisees, heirs, successors and assigns of the owner. This surety agreement shall also be binding on the surety, its agents, representatives, successors, and assigns. The liability of the owner and surety to the Town of Northfield shall be joint and several.

SECTION 6. USE OF TERMINOLOGY

Use of the term “owner” and “surety” in this surety agreement is for convenience only and should not be considered as a limitation of those parties who may be subject to and bound by the provisions of this surety agreement and any amendments thereon. Use of the term “Planning Board,” or “Board” in this surety agreement is for convenience only and may include agents or representatives of the Planning Board.

SECTION 7. APPOINTMENT OF AN AGENT

If someone other than the owner will represent the owner, the owner must designate such representative below.

Name of representative: _____
Address of representative: _____
Phone # Days: _____ Evenings: _____
Relationship of representative to owner: _____

In executing this surety agreement, I hereby authorize the person or persons named above to represent my interest before the Planning Board with respect to the subdivision that is the subject of this surety agreement.

SECTION 8. AMENDMENTS

This surety agreement may be amended, in writing, by agreement of all of the parties to this agreement.

SECTION 9. GOVERNING LAW

This surety agreement, and any amendments thereto, shall be governed by the laws of the Commonwealth of Massachusetts.

SECTION 10. SEVERABILITY

If a court of competent jurisdiction determines that any provision of this surety agreement is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I, the owner, hereby certify under the pains and penalties of perjury that the information contained in this surety agreement is true and complete; and we, the parties to this surety agreement, set our hands and seals to this agreement on the date(s) written below.

OWNER

Signature of Owner	Date	Witness
By:		
Its:		
Duly authorized		

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public
My commission expires: _____

SURETY COMPANY NAME

Signature of Surety Company Rep.	Date	Witness
By:		
Its:		
Duly authorized		

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public
My commission expires: _____

PLANNING BOARD

_____ Planning Board Member	_____ Date	_____ Witness
_____ Planning Board Member	_____ Date	_____ Witness
_____ Planning Board Member	_____ Date	_____ Witness
_____ Planning Board Member	_____ Date	_____ Witness
_____ Planning Board Member	_____ Date	_____ Witness

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

APPENDIX

(Conditions of approval of the Definitive Subdivision Plan)

**TOWN OF NORTHFIELD
FORM I**

**AGREEMENT TO SECURE PERFORMANCE BY A DEPOSIT OF NEGOTIABLE SECURITIES (BONDS,
STOCKS, PUBLIC SECURITIES)**

This Agreement is entered into this _____ day of _____, 2____ by and between the Town of Northfield, a Massachusetts municipal corporation, acting through its Planning Board, with an address of 69 Main Street, Northfield, MA 01360 [hereinafter "Planning Board"] and _____ with an address of _____ (this should be the record owner of the parcel of land shown on an approved definitive subdivision plan and includes an equitable owner or purchaser on a purchase and sales agreement for the entire parcel or portion of the parcel of land shown on the approved definitive subdivision plan) [hereinafter "owner"].

PREAMBLE

WHEREAS, on _____, based on the owner's application dated _____, and after a duly noticed public hearing(s), the Planning Board approved a Definitive Subdivision Plan showing _____ lots, which is entitled: _____ by: _____ to be recorded or registered at the Franklin County Registry of Deeds;

WHEREAS, the approved Definitive Subdivision Plan shows the division of a parcel of land located at: _____ [hereinafter "subdivision"] and further described in a deed or deeds dated _____ and recorded at the Franklin County Registry of Deeds in Book(s) _____, Page(s) _____; or is registered in Franklin County Registry of Deeds as Document No. _____, and noted on certificate of title No. _____, in Registration Book _____, Page _____;

WHEREAS, M.G.L., Ch. 41, § 81U requires the Planning Board to secure the construction of ways and the installation of municipal services in an approved subdivision before endorsing its approval on the approved Definitive Subdivision Plan;

WHEREAS, the owner has decided to secure all/a portion (described as _____) of the construction of ways and installation of municipal services in the subdivision by means of a deposit of negotiable securities in the penal sum of _____ dollars;

WHEREAS, the Planning Board has determined that the form of the deposit of negotiable securities is sufficient in form and amount to secure the construction of ways and installation of municipal services

in the subdivision and hereby accepts the aforesaid deposit of negotiable securities in the amount specified;

WHEREAS, the owner's construction of ways and installation of municipal services within the subdivision are subject to the requirements of M.G.L., Ch. 41, § § 81K-81GG (The Subdivision Control Law); the Planning Board's Subdivision Regulations applicable to this subdivision; the application submitted for approval of this subdivision; the certificate of approval and all conditions of approval of this subdivision as set forth in the Appendix attached to and made an enforceable part of this agreement; the recommendations, if any, of the Board of Health; the approved Definitive Plan; all conditions subsequent to approval of this subdivision due to any amendment, modification, or rescission of the approval of the Definitive Subdivision Plan; all of the provisions set forth in this agreement and any amendments thereto; and the following additional documents:

_____ [hereinafter "approval instruments"];

NOW THEREFOR, for and in consideration of the mutual promises set forth below, and after good and valuable consideration, the parties agree as follows:

SECTION 1. INCORPORATION OF PREAMBLE

The Preamble shall be incorporated into and become an enforceable part of this agreement.

SECTION 2. EFFECTIVE DATE

This agreement shall be effective upon its execution by all parties hereto, subject to endorsement of approval of the Definitive Subdivision Plan by the Planning Board and the recording of registering of the plan at the Franklin County Registry of Deeds at the expense of the owner.

SECTION 3. OBLIGATIONS, DUTIES AND RIGHTS OF THE PLANNING BOARD

a. This agreement shall not expire until the Planning Board, upon written request, certifies that all road work and improvements have been completed according to the approved plan and that the performance guarantee is released, or until 45 days have lapsed from the date the Planning Board received, by certified mail, a request for such certification and release, whichever comes first. The certificate of completion and release shall be executed by a majority of the members of the Planning Board.

b. Upon completion of a portion of the ways and installation of a portion of the municipal services in accordance with the approval instruments, the Planning Board may release the owner from this agreement, in full or in part, so long as the construction of ways and installation of municipal services are, in the opinion of the Planning Board, sufficiently secured by another method as provided in M.G.L.,

Ch. 41, § 81U. A certificate of release shall be executed by a majority of the members of the Planning Board.

c. The Planning Board may rescind approval of the Definitive Subdivision Plan for breach of any provision of this agreement or any amendments thereto. Said rescission shall be in accordance with M.G.L., Ch. 41, § 81W.

d. The parties to this agreement, agree to the attached construction schedule (Schedule A), which may provide for a schedule of partial releases, in accordance with Section 4.3 of the Northfield Subdivision Regulations, to be made to the owner upon completion of various stages of work.

e. The Planning Board shall notify the treasurer for the Town of Northfield of any release of the deposit of negotiable securities that secures this agreement in full or in part. Upon receipt of a release, the treasurer shall forthwith return the negotiable securities, or portion thereof, by execution of an appropriate instrument, to the owner. The owner shall be obligated to pay all taxes on any dividends or capital gains.

f. The Planning Board may negotiate the negotiable securities held by the treasurer of the Town of Northfield and apply the penal sum gained from such negotiation, in whole or in part, for the benefit of the Town of Northfield to the extent of the reasonable costs to the Town of Northfield to complete the construction of ways and installation of municipal services as provided in the approval instruments under the following circumstances:

- i. failure to complete the construction of ways and installation of municipal services as provided by the approval instruments, and within the time provided in this agreement;
- ii. bankruptcy of the owner for the benefit of the creditors of the applicant, of the foreclosure of any mortgage on all or part of the land of the approved subdivision before the scheduled completion date; notice to the Planning Board of the withdrawal or termination of any performance guarantee given hereunder, or of a request to substitute performance guarantee hereunder, prior to the scheduled completion date of the work , unless it is given 45 days prior to the anticipated date of such withdrawal, termination, or substitution; or
- iii. any other condition or circumstance that constitutes default, in the opinion of the Planning Board.

Any portion of the negotiable securities, or proceeds from negotiation, that are not applied as set forth above, shall be returned to the owner upon completion of the construction of ways and installation of municipal services by the Town of Northfield. The owner shall be obligated to pay all income taxes on any dividends or capital gains.

SECTION 4. OBLIGATIONS, DUTIES, AND RIGHTS OF THE OWNER

a. The owner shall complete the construction of streets and ways, the installation of municipal services and the construction of certain other improvements for lots as shown in the Definitive Plan entitled

_____, dated _____, and approved by the Planning Board on _____, including without limitation the work described in attached Schedule A.

b. The owner shall secure this obligation by depositing with the treasurer of the Town of Northfield, an instrument of instruments, properly executed, that transfers the securities to the Town of Northfield, which shall be held by the treasurer in the name of the Town of Northfield in the amount of _____ for the purpose of securing construction of ways and installation of municipal services in the subdivision. In addition, the owner shall deposit with said treasurer proof that the transfer records of the issuing entity have been updated to indicate that the Town of Northfield is currently holding said securities for the purpose of securing construction of ways and installation of municipal services in the subdivision and, if necessary, may exercise all rights of ownership, including sale of said securities. If necessary, a new stock certificate or other instrument shall be prepared and deposited with the treasurer. Said certificate or instrument of transfer shall be free from encumbrances, shall be issued in the name of the Planning Board of the Town of Northfield, and shall express on its face that it is held as collateral security to ensure the construction of ways and installation of municipal services in the subdivision.

c. The owner shall complete construction of the ways and installation of the municipal services for this subdivision within three years, or as specified in the Planning Board's decision. The Planning Board may extend such time as it deems appropriate after receipt of a written request received by the Planning Board 45 days prior to the scheduled date of completion.

d. The owner agrees and understands that failure to complete construction of the ways and installation of the municipal services by the agreed-upon date shall result in automatic rescission of approval of the Definitive Subdivision Plan by the Planning Board. The Planning Board shall forthwith carry out the rescission as provided in M.G.L., Ch. 41, § 81W.

e. The owner agrees and understands that the Planning Board will not release this agreement in full, unless another method of security is provided, or until the ways and municipal services have been deemed by the Planning Board to be constructed and installed in accordance with the approval instruments, which shall include demonstration of adequate construction and installation within three years, or as specified in the Planning Board's decision, prior to said release.

f. No provision of this agreement shall prevent the owner from varying the method of securing the construction of ways and the installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods as provided in M.G.L., Ch. 41, § 81U, as long as the Planning Board deems the method chosen for securing the construction of ways and installation of municipal services as sufficient.

g. The owner shall at all times provide the Planning Board forthwith (no more than 14 days after transfer of title) with the name of the current owner or owners of this subdivision or portions thereof and the

address of such owner or owners. The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the Definitive Subdivision Plan.

h. The owner shall at all times provide the Board forthwith (no more than 14 days after transfer of title) with the name of any mortgagee or mortgagees of this subdivision or portions thereof and the address of such mortgagee or mortgagees. At the time of executing this agreement, the mortgagee(s) of this subdivision is/are _____ whose address is/are _____.

The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the Definitive Subdivision Plan.

i. The owner appoints the Planning Board as its agent to record or register the approved and endorsed Definitive Subdivision Plan and any other instruments required to be recorded under the approval instruments at the Franklin County Registry of Deeds and at the expense of the owner.

SECTION 5. BINDING EFFECT

This agreement, and any amendments thereto, shall be binding on the owner, the owner's agents and representatives, and any successors to the owner's title, interest, and rights in the parcel of land constituting this subdivision, including executors, administrators, devisees, heirs, successors and assigns of the owner.

SECTION 6. USE OF TERMINOLOGY

Use of the term "owner" in this agreement is for convenience only and should not be considered as a limitation of those parties who may be subject to and bound by the provisions of this agreement and any amendments thereon. Use of the term "Planning Board" or "Board" in this agreement is for convenience only and may include agents or representatives of the Planning Board.

SECTION 7. APPOINTMENT OF AN AGENT

If someone other than the owner will represent the owner, the owner must designate such representative below.

Name of representative: _____

Address of representative: _____

Phone # Days: _____ Evenings: _____

Relationship of representative to owner: _____

In executing this agreement, I hereby authorize the person or persons named above to represent my interest before the Planning Board with respect to the subdivision that is the subject of this agreement.

SECTION 8. AMENDMENTS

This agreement may be amended, in writing, by agreement of all of the parties to this agreement.

SECTION 9. GOVERNING LAW

This agreement, and any amendments thereto, shall be governed by the laws of the Commonwealth of Massachusetts.

SECTION 10. SEVERABILITY

If a court of competent jurisdiction determines that any provision of this agreement is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I, the owner, hereby certify under the pains and penalties of perjury that the information contained in this agreement is true and complete; and we, the parties to this agreement, set our hands and seals to this agreement on the date(s) written below.

OWNER

_____	_____	_____
Signature of Owner	Date	Witness
By:		
Its:		
Duly authorized		

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public
My commission expires: _____

PLANNING BOARD

Planning Board Member Date Witness

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public
My commission expires: _____

APPENDIX

(Conditions of approval of the Definitive Subdivision Plan)

**TOWN OF NORTHFIELD
FORM J**

LENDER'S AGREEMENT

This Lender's Agreement is entered into this _____ day of _____, 2____ by and among the Town of Northfield, a Massachusetts municipal corporation, acting through its Planning Board, with an address of 69 Main Street, Northfield, MA 01360 [hereinafter "Planning Board"] and _____ with an address of _____ (this should be the record owner of the parcel of land shown on an approved Definitive Subdivision Plan and includes an equitable owner of purchaser on a purchase and sales agreement for the entire parcel or portion of the parcel of land shown on the approved Definitive Subdivision Plan) [hereinafter "owner"]; and _____ (this should be the name of the bank holding a first mortgage on the subdivided parcel of land), a corporation duly organized and existing under the laws of the state of _____, and licensed and registered to do business in the Commonwealth of Massachusetts, and with a usual place of business and address of _____ [hereinafter "lender"].

PREAMBLE

WHEREAS, on _____, based on the owner's application dated _____, and after a duly noticed public hearing(s), the Planning Board approved a Definitive Subdivision Plan showing _____ lots, which is entitled: _____ by: _____ to be recorded or registered at the Franklin County Registry of Deeds;

WHEREAS, the approved Definitive Subdivision Plan shows the division of a parcel of land located at: _____ [hereinafter "subdivision"] and further described in a deed or deeds dated _____ and recorded at the Franklin County Registry of Deeds in Book(s) _____, Page(s) _____; or is registered in Franklin County Registry of Deeds as Document No. _____, and noted on certificate of title No. _____, in Registration Book _____, Page _____;

WHEREAS, M.G.L., Ch. 41, § 81U requires the Planning Board to secure the construction of ways and the installation of municipal services in an approved subdivision before endorsing its approval on the approved Definitive Subdivision Plan;

WHEREAS, the owner has decided to secure all/a portion (described as _____) of the construction of ways and installation of municipal services in the subdivision by means of a LENDER'S

AGREEMENT in which the owner has agreed that the lender may retain funds from the principal sum otherwise due the owner with respect to the first mortgage on the subdivided parcel of land in the amount of _____ dollars (this amount should not exceed the FDIC Deposit Insurance Coverage Limits for any one lender);

WHEREAS, the Board has determined that the form of the lender’s agreement and that the lender and funds to be retained by the lender are sufficient in form and amount to secure the construction of ways and installation of municipal services in the subdivision and hereby accepts the aforesaid method of securing performance in the amount specified;

WHEREAS, the owner’s construction of ways and installation of municipal services within the subdivision are subject to the requirements of M.G.L., Ch. 41, § § 81K-81GG (The Subdivision Control Law); the Board’s Subdivision Regulations applicable to this subdivision; the application submitted for approval of this subdivision; the certificate of approval and all conditions of approval of this subdivision as set forth in the Appendix attached to and made an enforceable part of this lender’s agreement; the recommendations, if any, of the Board of Health; the approved Definitive Plan; all conditions subsequent to approval of this subdivision due to any amendment, modification, or rescission of the approval of the Definitive Subdivision Plan; all of the provisions set forth in this lender’s agreement and any amendments thereto; and the following additional documents:

_____ [hereinafter “approval instruments”];

NOW THEREFOR, for and in consideration of the mutual promises set forth below, and after good and valuable consideration, the parties agree as follows:

SECTION 1. INCORPORATION OF PREAMBLE

The Preamble shall be incorporated into and become an enforceable part of this agreement.

SECTION 2. EFFECTIVE DATE

This lender’s agreement shall be effective upon its execution by all parties hereto, subject to endorsement of approval of the Definitive Subdivision Plan by the Planning Board and the recording of registering of the plan at the Franklin County Registry of Deeds at the expense of the owner.

SECTION 3. OBLIGATIONS, DUTIES AND RIGHTS OF THE PLANNING BOARD

a. This agreement shall not expire until the Planning Board, upon written request, certifies that all road work and improvements have been completed according to the approved plan and that the performance guarantee is released, or until 45 days have lapsed from the date the Planning Board received, by certified mail, a request for such certification and release, whichever comes first. The

certificate of completion and release shall be executed by a majority of the members of the Planning Board.

b. Upon completion of a portion of the ways and installation of a portion of the municipal services in accordance with the approval instruments, the Planning Board may release the owner and the lender from this lender's agreement, in full or in part, so long as the construction of ways and installation of municipal services are, in the opinion of the Planning Board, sufficiently secured by another method as provided in M.G.L., Ch. 41, § 81U. A certificate of release shall be executed by a majority of the members of the Planning Board.

c. The Planning Board may rescind approval of the Definitive Subdivision Plan for breach of any provision of this lender's agreement or any amendments thereto. Said rescission shall be in accordance with M.G.L., Ch. 41, § 81W.

d. The parties to this lender's agreement, agree to the attached construction schedule (Schedule A), which shall also be considered the schedule for releases by the Board and disbursements by the lender to the owner of funds being retained as security.

e. The Planning Board shall notify the treasurer for the Town of Northfield of any release of all or a portion of the security that secures this agreement in full or in part. Upon receipt of a release, the lender agrees to immediately release and disburse such funds to the owner.

f. The lender agrees to pay over the Town of Northfield forthwith, the funds it is retaining as security, and the Planning Board may apply the said funds, in whole or in part, for the benefit of the Town of Northfield to the extent of the reasonable costs to the Town of Northfield to complete the construction of ways and installation of municipal services as provided in the approval instruments under the following circumstances:

- i. failure of the owner to complete the construction of ways and installation of municipal services as provided by the approval instruments, and within the time provided in this agreement;
- ii. bankruptcy of the owner for the benefit of the creditors of the applicant, of the foreclosure of any mortgage on all or part of the land of the approved subdivision before the scheduled completion date; notice to the Planning Board of the withdrawal or termination of any performance guarantee given hereunder, or of a request to substitute performance guarantee hereunder, prior to the scheduled completion date of the work, unless it is given 45 days prior to the anticipated date of such withdrawal, termination, or substitution; or
- iii. any other condition or circumstance that constitutes default, in the opinion of the Planning Board.

Any portion of the funds that are not applied as set forth above, shall be returned to the lender upon completion of the construction of ways and installation of municipal services by the Town of Northfield, and the lender agrees to disburse such excess funds to the owner.

SECTION 4. OBLIGATIONS, DUTIES, AND RIGHTS OF THE OWNER AND LENDER

a. The lender agrees to retain the principal sum of money specified in this lender's agreement, due to the owner on the basis of a first mortgage granted by the owner to the lender on the subdivided parcel of land. The lender agrees not to disburse any funds it is retaining to the owner until such time as it receives a written release from the Planning Board. The lender agrees that it will remain liable to the Town of Northfield for any funds disbursed in breach of this lender's agreement, including payment of any legal costs incurred by the Town of Northfield to rectify the breach.

b. The lender agrees to and is obligated to notify the Planning Board of any change in the first mortgage granted by the owner to the lender. Failure of the lender to provide such notice or any lapse or release of the first portion shall result in automatic rescission of approval of the subdivision. Any grant of a subsequent first mortgage shall require execution of a new lender's agreement.

c. The owner shall complete the construction of streets and ways, the installation of municipal services and the construction of certain other improvements for lots as shown in the Definitive Plan entitled _____, dated _____, and approved by the Planning Board on _____, including without limitation the work described in attached Schedule A.

d. The owner shall complete construction of the ways and installation of the municipal services for this subdivision within three years, or as specified in the Planning Board's decision. The Planning Board may extend such time as it deems appropriate after receipt of a written request received by the Planning Board 45 days prior to the scheduled date of completion.

e. The owner and lender agree and understand that that the Planning Board will not release this lender's agreement in full, unless another method of security is provided, until the ways and installation of the municipal services have been deemed by the Planning Board to be constructed and installed in accordance with the approval instruments, which shall include demonstration of adequate construction and installation within three years, or as specified in the Planning Board's decision, prior to said release.

f. No provision of this lender's agreement shall prevent the owner from varying the method of securing the construction of ways and the installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods as provided in M.G.L., Ch. 41, § 81U, as long as the Planning Board deems the method chosen for securing the construction of ways and installation of municipal services as sufficient.

g. The owner shall at all times provide the Board forthwith (no more than 14 days after transfer of title) with the name of the current owner or owners of this subdivision or portions thereof and the address of such owner or owners. The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the Definitive Subdivision Plan.

h. The owner shall at all time provide the Board forthwith (no more than 14 days after transfer of title) with the name of any mortgagee or mortgagees of this subdivision or portions thereof and the address of such mortgagee or mortgagees. At the time of executing this surety agreement, the mortgagee(s) of this subdivision is/are _____ whose address is/are _____.

The owner agrees and understands that failure to comply with this provision could result in rescission of approval of the Definitive Subdivision Plan.

i. The owner appoints the Planning Board as its agent to record or register the approved and endorsed Definitive Subdivision Plan and any other instruments required to be recorded under the approval instruments at the Franklin County Registry of Deeds and at the expense of the owner.

j. The owner shall have the right to take any tax deductions for payments of interest on any note secured by the first mortgage that also secures this lender's agreement.

SECTION 5. BINDING EFFECT

This lender's agreement, and any amendments thereto, shall be binding on the owner, the owner's agents and representatives, and any successors to the owner's title, interest, and rights in the parcel of land constituting this subdivision, including executors, administrators, devisees, heirs, successors and assigns of the owner. This lender's agreement shall also be binding on the lender, its agents, representatives, successors and assigns. The liability of the owner and lender to the Town of Northfield shall be joint and several.

SECTION 6. USE OF TERMINOLOGY

Use of the term "owner" and "lender" in this lender's agreement is for convenience only and should not be considered as a limitation of those parties who may be subject to and bound by the provisions of this lender's agreement and any amendments thereon. Use of the term "Planning Board," or "Board" in this lender's agreement is for convenience only and may include agents or representatives of the Planning Board.

SECTION 7. APPOINTMENT OF AN AGENT

If someone other than the owner will represent the owner, the owner must designate such representative below.

Name of representative: _____

Address of representative: _____

Phone # Days: _____ Evenings: _____

Relationship of representative to owner: _____

In executing this agreement, I hereby authorize the person or persons named above to represent my interest before the Planning Board with respect to the subdivision that is the subject of this agreement.

SECTION 8. AMENDMENTS

This lender's agreement may be amended, in writing, by agreement of all of the parties to this lender's agreement.

SECTION 9. GOVERNING LAW

This lender's agreement, and any amendments thereto, shall be governed by the laws of the Commonwealth of Massachusetts.

SECTION 10. SEVERABILITY

If a court of competent jurisdiction determines that any provision of this lender's agreement is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I, the owner, hereby certify under the pains and penalties of perjury that the information contained in this lender's agreement is true and complete; and we, the parties to this agreement, set our hands and seals to this agreement on the date(s) written below.

OWNER

Signature of Owner

Date

Witness

By:

Its:

Duly authorized

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public

My commission expires: _____

OWNER'S SPOUSE

Signature of Owner's spouse

Date

Witness

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public

My commission expires: _____

LENDER

Signature of Lender's Representative

Date

Witness

By:

Its:

Duly authorized

Notary Public

My commission expires: _____

**TOWN OF NORTHFIELD
FORM K**

EASEMENTS¹

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that _____
(owner), with an address of _____
hereby grants, transfers, and delivers unto the Town of Northfield with an address of 69 Main Street,
Northfield, MA 01360, Franklin County, Commonwealth of Massachusetts, the following:

A. The perpetual rights and easements to construct, inspect, remove, replace, repair, operate or maintain: (1) a sanitary sewer or sewers with any manholes, pipes, conduits, and other appurtenances; (2) pipes, conduits, and their appurtenances for the conveyance of water; (3) a covered surface and ground water drain or drains with any manholes, pipes, conduits and their appurtenances; or (4) any stormwater management system including LID components; and to do all other acts incidental to the foregoing, including the right to pass along and over the land upon which said utilities are located for the aforesaid purposes in the Town of Northfield and bounded and described as follows:

(insert description)

The grantor warrants that the aforesaid easements are free and clear of all liens or encumbrances, that he/she/it has good title to transfer the same, and that he/she/it will defend the same against claims of all persons.

For grantor's title, see deed from _____
dated _____, _____, and recorded in Franklin County Registry of Deeds, Book _____, Page _____, or Certificate of Title No. _____ registered in Franklin County of the Land Court, Book _____, Page _____.

To be completed if a mortgage exists –

The mortgagee, _____, with an address of _____, the present holder of a mortgage on the above-described land, which mortgage is dated _____, _____, and recorded in the Franklin County Registry of Deeds, Book _____, Page _____, for consideration paid, hereby releases unto the Town of Northfield forever from the operation of said mortgage, the rights and easements hereinabove granted.

¹ Form should be reconfigured to the particular facts.

MORTGAGEE

Signature of Mortgagee Date Witness
By:
Its:
Duly authorized

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public
My commission expires: _____

**TOWN OF NORTHFIELD
FORM K1**

DEEDS²

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that _____
(owner), with an address of _____
hereby grants, transfers, and delivers in fee simple unto the Town of Northfield with an address of 69
Main Street, Northfield, MA 01360, Franklin County, Commonwealth of Massachusetts, the following
parcel of land situated on _____ (street) in the Town of Northfield and
bounded and described as follows:

(description)

The grantor warrants that the aforesaid conveyance are free and clear of all liens or encumbrances, that
he/she/it has good title to transfer the same, and that he/she/it will defend the same against claims of
all persons.

For grantor's title, see deed from _____
dated _____, _____, and recorded in Franklin County Registry of Deeds, Book
_____, Page _____, or Certificate of Title No. _____ registered in
Franklin County of the Land Court, Book _____, Page _____.

To be completed if a mortgage exists –

The mortgagee, _____, with an address of
_____, the present holder of a
mortgage on the above-described land, which mortgage is dated _____, _____, and
recorded in the Franklin County Registry of Deeds, Book _____, Page _____, for
consideration paid, hereby releases unto the Town of Northfield forever from the operation of said
mortgage, the rights and easements hereinabove granted.

We, the owner and his/her spouse, as far as necessary, hereby release all rights of dower, curtesy, or
homestead, or any other interests that we may have in the parcel of land that constitutes the
subdivision.

² Form should be reconfigured to the particular facts.

**TOWN OF NORTHFIELD
FORM L**

REFERRAL AND REVIEW FORM

(Attach this form to the front of each copy of a Preliminary or Definitive Subdivision Plan to be submitted for review by municipal boards and officials)

FROM: Planning Board of the Town of Northfield

DATE OF PLAN SUBMISSION (to be filled in by Town Clerk at time of submission): _____

RE: Title of plan: _____

Date of plan: _____

Drawn by: _____

P.E.'s or surveyor's Email Address: _____ Phone#: _____

Location of land subdivided: _____

Number of proposed lots: _____

TO:

- | | |
|-------------------------------------|---------------------------------|
| _____ Board of Selectmen | _____ Sewer Commission |
| _____ Conservation Commission | _____ Superintendent of Schools |
| _____ Fire Chief | _____ Historical Commission |
| _____ Highway Superintendent | _____ Agricultural Commission |
| _____ Board of Health | _____ Other _____ |
| _____ Police Chief | |
| _____ Water District Superintendent | |

In accordance with section _____ of the Planning Board's Subdivision Regulations, the above-captioned plan is available at the Town Clerk's Office in the Northfield Town Hall for you or your Department/Board to review and make recommendations. Please consider the following subject area(s), among others, in your review of this plan.

(Planning Board to check off area reviewed)

- | | |
|----------------------------------|------------------------------|
| _____ Drainage and stormwater | _____ Open space |
| _____ Engineering specifications | _____ Police protection |
| _____ Fire protection | _____ Road design and layout |
| _____ Health | _____ Sewer system |

_____ Street lights

_____ Street names and addresses

_____ Utility system:

_____ cable

_____ electric

_____ gas

_____ telephone

_____ Water System

_____ Wetlands, floodplains

_____ Environmental Impact Report

_____ Other _____

Please submit your report and any recommendations to the Planning Board within 30 days of the date of plan submission (see above) _____.

Clerk, Planning Board

**TOWN OF NORTHFIELD
FORM M**

SUBDIVISION PLAN PROCESSING

GENERAL INFORMATION:

Name of applicant: _____

Address of applicant: _____

Applicant's Email Address: _____ Phone #: _____

Name of applicant's representative: _____

Address of applicant's representative: _____

Applicant's representative Email Address: _____ Phone # _____

Title of plan: _____

Date of plan: _____

Drawn by: _____

P.E.'s or surveyor's Email Address: _____ Phone#: _____

Location of land subdivided: _____

Number of proposed lots: _____

PRELIMINARY PLAN:

Date of Preliminary Plan: _____

Date of Preliminary Plan submission: _____

Date of Preliminary Plan decision: _____

_____ Approval

_____ Approval with the following modification:

_____ Disapproval with detailed reasons:

Date of notice to abutters: _____

Date of newspaper notices: _____

Hearing date(s): _____

Deadline for final action: _____

Extended date for final action: _____

Date of Definitive Plan decision: _____

_____ Approval

_____ Approval with the following modification:

_____ Disapproval with detailed reasons

Deadline for appeal: _____

Date record plans endorsed: _____

Date plans and performance guarantee recorded: _____

Book _____ Page _____

Date of amendment, modification, or rescission of approval: _____

Date of change in plan: _____

Other:

PERFORMANCE GUARANTEE(S) AND RELEASES:

Type of initial performance guarantee: _____

Date of initial performance guarantee: _____

Releases from initial performance guarantee:

<u>Date</u>	<u>What Was Released</u>
_____	_____
_____	_____
_____	_____

Changes in type of performance guarantee: _____

Date of replacement performance guarantee(s): _____

Replacement performance guarantee(s) releases:

<u>Date</u>	<u>What Was Released</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of final release of all performance guarantees: _____

Date of issuance of certificate of completion: _____

**TOWN OF NORTHFIELD
FORM M1**

CONSTRUCTION INSPECTION CHECKLIST

A qualified engineer, surveyor or other Planning Board designee chosen by the Planning Board shall carry out such inspections on behalf of the Town. The subdivider shall give the proper inspector at **least three (3) business days'** notice of the proper time for inspection.

Title of plan: _____ Date of plan: _____

Name of applicant: _____ Phone #: _____

<u>Type</u>	<u>Date of Inspection</u>	<u>Signature of Inspector</u>
1. Designation by Tree Warden of trees which are to be preserved in the tree belt	_____	_____
2. Clearing, grubbing, and excavating	_____	_____
3. Water system	_____	_____
4. Sewer system	_____	_____
5. Storm drainage (subgrade, including LID techniques)	_____	_____
6. Underground utilities	_____	_____
7. Backfill, fill, and rough grading	_____	_____
8. Completion of subgrade	_____	_____
9. Before commencement of gravel base	_____	_____
10. After completion of gravel base	_____	_____
11. Completion of binder course	_____	_____
12. Completion of surface course	_____	_____
13. Completion of curbs and gutters	_____	_____
14. Sidewalks and/or multi-use paths		
Completion of sub-base	_____	_____
Completion of permanent binder	_____	_____
Completion of finish course	_____	_____
15. Installation of street trees and plantings	_____	_____
16. Storm drainage (above grade, including LID techniques)	_____	_____
17. Road signs	_____	_____

<u>Type</u>	<u>Date of Inspection</u>	<u>Signature of Inspector</u>
18. Street lights	_____	_____
19. Fire hydrants or water supply for fire fighting purposes	_____	_____
20. Fire alarm system	_____	_____
21. Installation of monuments and markers	_____	_____
22. Other _____	_____	_____
23. Final Inspection	_____	_____
24. Final clean-up	_____	_____

**TOWN OF NORTHFIELD
FORM N**

CERTIFICATE OF COMPLETION AND RELEASE OF PERFORMANCE GUARANTEE

Date: _____

The Planning Board of the Town of Northfield [hereinafter "Board"] has received a written request on _____, from _____ requesting:

- _____ Change in type of performance guarantee
- _____ Partial release of performance guarantee
- _____ Final release of performance guarantee
- _____ Certificate of completion

for the following subdivision:

Title of plan: _____

Drawn by: _____

P.E.'s or surveyor's registration #: _____

Date of plan: _____

Owner's name: _____

Owner's address: _____

Date of approval: _____

Recording information for plan: _____

Other recording information: _____

The Planning Board has made the following determination with respect to the request:

1. _____ The subdivision as approved has been fully and satisfactorily completed in accordance with the requirements of M.G.L., CH. 41, §§ 81 k-81gg (The Subdivision Control Law); the Planning Board's Subdivision Regulations applicable to this subdivision; the application submitted for approval of this subdivision; the certificate of approval and all conditions of approval of this subdivision; the recommendations, if any, of the Board of Health; the approved Definitive Plan; all conditions subsequent to approval of this subdivision due to any amendment, modification, or rescission of the approval of the Definitive Subdivision Plan; all of the provisions set forth in any performance guarantee

and any amendments thereto; and the following additional documents:

_____ [hereinafter "approval instruments"]

The following lots are hereby released from any covenant:

All existing methods for securing construction of ways and installation of municipal services in the subdivision are hereby released.

2. _____ The subdivision as approved has been partially and satisfactorily completed in accordance with the approval instruments.

Therefore, the following lots are hereby released from any covenant:

3. _____ The subdivision as approved has not been satisfactorily completed, but the owner wants to substitute a new method of securing the construction of ways and installation of municipal services, which method the Planning Board has determined is sufficient for completing the following work:

and the Planning Board therefore releases the following enumerated lots from any covenant:

4. _____ The subdivision as approved has not been satisfactorily completed in accordance with the approval instruments based on the following insufficiencies as required by the Planning Board's Subdivision Regulations and the approval instruments:

Insufficiency

Rule or Regulation Requirement

PLANNING BOARD

Planning Board Member Date Witness

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

On this ____ day of _____ 20 __, before me, the undersigned notary public, personally appeared, _____ and proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily on behalf of _____ for its stated purpose.

Notary Public
My commission expires: _____

**TOWN OF NORTHFIELD
FORM O**

MAINTENANCE BOND – SURETY COMPANY

Know all men/women by these presents that _____
as Principal, and _____ a corporation duly organized
and existing under the laws of the State of _____ and having a usual place of
business in _____, as Surety, hereby bind and obligate themselves and
their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the
Town of Northfield, a Massachusetts municipal corporation, in the sum of _____
_____ dollars.

The conditions of this obligation are that if the Principal shall fully and satisfactorily repair, replace, and
reconstruct the improvements in the subdivision plan entitled _____
_____, said improvements having a Certificate of Performance executed by the
Planning Board of the Town of Northfield dated _____, as said improvements
may be found to be defective in material or workmanship during a period of two years following the
date of said Certificate of Performance, and failing to satisfactorily repair, replace and reconstruct the
said improvements within a period of two years and six months from the date of the said Certificate, the
Principal and Surety herein agree that the part of the aforesaid sum of money necessary to perform,
complete, replace, and rebuild the said improvements shall be paid to the Town of Northfield as
liquidated damage.

The Surety hereby assents to any and all changes and modifications that may be made of the aforesaid
conditions to be observed and performed by the Principal, and waives notice thereof.

In witness whereof we have hereunto set our hands and seals this _____ day of _____
_____, 2_____.

Principal

Surety

by _____
(title)

by _____
Attorney-in Fact

File Reference _____

**TOWN OF NORTHFIELD
FORM P**

MAINTENANCE BOND – SECURED BY DEPOSIT

Know all men/women by these presents that _____
of _____ hereby binds and obligates
himself/herself and his/her executors, administrators, devisees, heirs, successors and assigns to the
Town of Northfield , a Massachusetts municipal corporation, in the sum of _____
dollars, and has secured this obligation by the deposit with the Treasurer of said Town of Northfield of
said sum in money or negotiable securities.

The conditions of this obligation are that if the undersigned or his/her executors, administrators,
devisees, heirs, successors and assigns shall fully and satisfactorily repair, replace, and reconstruct the
improvements in the subdivision plan entitled _____
_____, said improvements having a Certificate of Performance executed by the Planning Board
of the Town of Northfield dated _____, as said improvements may be found to
be defective in material or workmanship during a period of two years following the date of said
Certificate of Performance, and failing to satisfactorily repair, replace and reconstruct the said
improvements within a period of two years and six months from the date of the said Certificate, the
undersigned or his/her executors, administrators, devisees, heirs, successors and assigns herein agree
that the part of the aforesaid sum of money necessary to perform, complete, replace, and rebuild the
said improvements shall be paid to the Town of Northfield as liquidated damage.

In witness whereof the undersigned has hereunto set his hand and seal this _____ day of
_____, 2_____.

File Reference _____

**TOWN OF NORTHFIELD
FORM Q**

BOARD OF HEALTH RECEIPT FOR SUBDIVISION PLAN

RECEIVED FROM _____

_____ Two Prints of a Preliminary Subdivision Plan Map

_____ Two Prints of a Definitive Subdivision Plan Map

_____ Two Copies of an Environmental Impact Report

FOR A SUBDIVISION ENTITLED _____

Application for approval for which has been made to the Northfield Planning Board, and for which prior approval is required of the Northfield Board of Health.

Date: _____

For Northfield Board of Health

File Reference: _____

**Northfield Planning Board
Schedule A**

Stage of construction/ installation to be completed	Date when stage of construction/ installation to be completed	Sum to be dispersed by lender/ Amount of Performance Guarantee to be released	Sum to be retained by lender/ Amount of Performance Guarantee to be retained