

**APPENDIX E**

**FORMS**

**APPLICATION FOR ENDORSEMENT OF PLAN** (Rev. 03/23/05)  
**BELIEVED NOT TO REQUIRE APPROVAL**

Date: \_\_\_\_\_

To The Planning Board of the Town of Duxbury:

The undersigned wishes to record the accompanying plan and requests a determination and endorsement by said Board that approval by it under the Subdivision Control Law is not required. The undersigned believes that such approval is not required for the following reasons: (Circle as appropriate.)

1. The accompanying plan is not a subdivision because the plan does not show a division of land.

2. The division of the tract of land shown on the accompanying plan is not a subdivision because every lot shown on the plan has frontage of at least such distance as is presently required by the DUXBURY PROTECTIVE BYLAW under Section 502 which requires   200   feet for erection of a building on such lot; and every lot shown on the plan has such frontage on:

a. a public way or way which the Town Clerk certifies is maintained and used as a public way, namely \_\_\_\_\_, or

b. a way shown on a plan theretofore approved and endorsed in accordance with the subdivision control law, namely \_\_\_\_\_ on \_\_\_\_\_, and subject to the following conditions \_\_\_\_\_; or

c. a private way in existence August 18, 1950, the date when the subdivision control law became effective in the Town of DUXBURY, MASSACHUSETTS having, in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon, namely \_\_\_\_\_.

3. The division of the tract of land shown on the accompanying plan is not a "subdivision" because it shows a proposed conveyance/other instrument, namely \_\_\_\_\_, which adds to/takes away from/changes the size and shape of, lots in such a manner so that no lot affected is left without frontage as required by the TOWN OF DUXBURY PROTECTIVE BYLAW under Section, 502, which requires 200 feet.

4. The division of the tract of land shown on the accompanying plan is not a subdivision because two or more buildings, specifically \_\_\_\_\_ buildings were standing on the plan prior to August 18, 1950, the date when the subdivision control law became effective in the Town of DUXBURY, MASSACHUSETTS, and one of such buildings remains standing on each of the lots/said buildings as shown and located on the accompanying plan. Evidence of the existence of such buildings prior to the effective date of the subdivision control law is submitted as follows:

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

**Printed Name and Signature of Applicant:** \_\_\_\_\_

**Address and Telephone Number of Applicant:** \_\_\_\_\_

**Printed Names and Signatures of All Persons Whose Land is the Subject of this ANR Plan (except applicant):**

\_\_\_\_\_

# APPLICATION FOR APPROVAL OF A PRELIMINARY PLAN

Date: \_\_\_\_\_

To the Planning Board in the Town of Duxbury:

The undersigned, being the applicant as defined under Chapter 41, Section 81-L, for approval of a proposed subdivision shown on a plan entitled:

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

By \_\_\_\_\_ dated \_\_\_\_\_

and described as follows: \_\_\_\_\_

located \_\_\_\_\_, number of lots proposed

\_\_\_\_\_ total acreage of tract \_\_\_\_\_, said applicant hereby submits said plan as a

Preliminary subdivision plan in accordance with the Rules and Regulations of the Duxbury Planning Board and makes application to the Board for approval of said plan.

The undersigned's title to said land is derived from

\_\_\_\_\_ by deed dated

\_\_\_\_\_ and recorded in the Plymouth County Registry of Deeds Book \_\_\_\_\_,

Page \_\_\_\_\_, and/or registered in the Commonwealth of Massachusetts Land Court, Certificate

of Title No. \_\_\_\_\_.

Received by City/Town Clerk:

Applicant's Signature \_\_\_\_\_

Applicant's Address \_\_\_\_\_

\_\_\_\_\_

Applicant's phone # \_\_\_\_\_

Owner's signature and address if not the applicant

\_\_\_\_\_

\_\_\_\_\_

Received by Board of Health:

Date \_\_\_\_\_

Time \_\_\_\_\_

Signature \_\_\_\_\_

*(Application must be accompanied by a completed Preliminary Plan Application Checklist.)*

# APPLICATION FOR APPROVAL OF A DEFINITIVE SUBDIVISION PLAN

Date: \_\_\_\_\_

To the Planning Board in the Town of Duxbury:

The undersigned, being the applicant as defined under Chapter 41, Section 81-L, for approval of a proposed subdivision shown on a plan entitled:

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

By \_\_\_\_\_ dated \_\_\_\_\_

and described as follows: \_\_\_\_\_

located \_\_\_\_\_, number of lots proposed \_\_\_\_\_

total acreage of tract \_\_\_\_\_, said applicant hereby submits said plan as a DEFINITIVE plan in accordance with the Rules and Regulations of the Duxbury Planning Board and makes application to the Board for approval of said plan.

The undersigned's title to said land is derived from

\_\_\_\_\_ by deed dated \_\_\_\_\_

and recorded in the Plymouth County Registry of Deeds Book \_\_\_\_\_, Page \_\_\_\_\_, and/or registered in the Commonwealth of Massachusetts Land Court, Certificate of Title No.

\_\_\_\_\_ ; and said plan is free of encumbrances except for the following:

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

Said plan has ( ) has not ( ) evolved from a preliminary plan submitted to the Board on \_\_\_\_\_ (date) and approved (with modifications) ( ) (disapproved) ( ) on \_\_\_\_\_ (date).

The undersigned hereby applies for the approval of said DEFINITIVE plan by the Board, in belief that the plan conforms to the Board's Rules and Regulations.

Received by City/Town Clerk:

Applicant's signature \_\_\_\_\_

Applicant's address \_\_\_\_\_

\_\_\_\_\_

Received by Board of Health

Applicant's phone # \_\_\_\_\_

Date \_\_\_\_\_

Owner's signature and address if not the applicant

Time \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

*(Must be accompanied by a completed Definitive Plan Application Checklist)*



# Town of Duxbury, Massachusetts Planning Board Covenant

Date: \_\_\_\_\_

KNOW ALL MEN by these presents that the undersigned has submitted an application dated \_\_\_\_\_ to the Duxbury Planning Board for approval of a definitive plan of a subdivision of land entitled: \_\_\_\_\_, plan by: \_\_\_\_\_, dated: \_\_\_\_\_, and owned by: \_\_\_\_\_, address: \_\_\_\_\_, land located: \_\_\_\_\_, and showing \_\_\_\_\_ proposed lots. The undersigned has requested the Planning Board to approve such plan without requiring a performance bond.

IN CONSIDERATION of said Planning Board of Duxbury in the county of Plymouth approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the inhabitants of the \_\_\_\_\_ as follows:

1. That the undersigned is the owner in fee simple absolute of all the land included in the subdivision and that there are no mortgages of record or otherwise on any of the land, except for those described below, and that the present holders of said mortgages have assented to this contract prior to its execution by the undersigned. If there is more than one owner, all must sign. "Applicant" may be an owner or his agent or representative, or his assigns, but the owner of record must sign the covenant.
2. That the undersigned will not sell or convey any lot in the subdivision or erect or place any permanent building on any lot until the construction of ways and installation of municipal services necessary to adequately serve such lot has been completed in accordance with the covenants, conditions, agreements, terms and provisions as specified in the following:
  - a. The Application for Approval of Definitive Plan (Form C).
  - b. The Subdivision Control Law and the Planning Board's Rules and Regulations governing this subdivision.
  - c. The certificate of approval and the conditions of approval specified therein, issued by the Planning Board, dated \_\_\_\_\_.
  - d. The definitive plan as approved and as qualified by the certificate of approval.
  - e. Other document(s) specifying construction to be completed, namely:
 

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

However, a mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of the mortgaged premises or part thereof may sell or convey any lot, subject only to that portion of this covenant which provides that no lot be sold or conveyed or shall be built upon until ways and services have been provided to serve such lot.

3. That this covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned and shall constitute a covenant running with the land included in the subdivision and shall operate as restrictions upon the land.
4. That particular lots within the subdivision shall be released from the foregoing conditions upon the recording of a certificate of performance executed by a majority of the Planning Board and enumerating the specific lots to be released; and

5. That nothing herein shall be deemed to prohibit a conveyance by a single deed subject to this covenant, of either the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board.
6. That the undersigned agrees to record this covenant with the Plymouth County Registry of Deeds, forthwith, or to pay the necessary recording fee to the said Planning Board in the event the Planning Board shall record this agreement forthwith. Reference to this covenant shall be entered upon the definitive subdivision plan as approved.
7. A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the release of the covenant; but not later than three (3) years from the date of such deed, as provided in Section 81-U, Chapter 41, M.G.L.
8. That this covenant shall be executed before endorsement of approval of the definitive plan by the Planning Board and shall take effect upon the endorsement of approval.
9. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before \_\_\_\_\_ the Planning Board shall release this covenant by an appropriate instrument, duly acknowledged. Failure to complete construction and installation within the time specified herein or such later date as may be specified by vote of the Planning Board with a written concurrence of the applicant, shall result in automatic rescission of the approval of the plan. Upon performance of this covenant with respect to any lot, the Planning Board may release such lot from this covenant by an appropriate instrument duly recorded.
10. Nothing herein shall prohibit the applicant from varying the method of securing the construction of ways and 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 described in M.G.L., Chapter 41, Section 81-U, as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation; and

For title to the property, see deed from \_\_\_\_\_, dated \_\_\_\_\_, recorded in \_\_\_\_\_ Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, or registered in \_\_\_\_\_ Land Registry as Document No. \_\_\_\_\_, and noted on certificate of title no. \_\_\_\_\_, in Registration Book \_\_\_\_\_, Page \_\_\_\_\_.

The present holder of a mortgage upon the property is \_\_\_\_\_ of \_\_\_\_\_ . The mortgage is dated \_\_\_\_\_ and recorded in \_\_\_\_\_ Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_ . The mortgagee agrees to hold the mortgage subject to the covenants set forth above and agrees that the covenants shall have the same status, force and effect as though executed and recorded before the taking of the mortgage and further agrees that the mortgage shall be subordinate to the above covenant.

\_\_\_\_\_, spouse of the undersigned applicant hereby agrees that such interest as I, we, may have in the premises shall be subject to the provisions of this covenant and insofar as is necessary releases all rights of tenancy by the dower or homestead and other interests therein.

(One acknowledgement must be completed for each of the following: Planning Board representative, Owner or owners, Spouse of the owner, Mortgagee. ---see next page)

**I. (OWNER OR OWNERS)**

IN WITNESS WHEREOF we have hereunto set our hands and seals this on this date: \_\_\_\_\_.

\_\_\_\_\_(Owner or owners).

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth, ss

On this \_\_\_\_\_ day of \_\_\_\_\_(month), \_\_\_\_\_(year), before me the undersigned Notary Public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
(Signature of Notary Public)

My commission expires \_\_\_\_\_

**II. (SPOUSE OF OWNER)**

IN WITNESS WHEREOF we have hereunto set my hand and seal on this date: \_\_\_\_\_.

\_\_\_\_\_(Spouse of Owner).

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth, ss

On this \_\_\_\_\_ day of \_\_\_\_\_(month), \_\_\_\_\_(year), before me the undersigned Notary Public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
(Signature of Notary Public)

My commission expires \_\_\_\_\_

Applicant Name: \_\_\_\_\_  
Date: \_\_\_\_\_

III. (MORTGAGEE)

IN WITNESS WHEREOF we have hereunto set our hands and seals this on this date: \_\_\_\_\_.

\_\_\_\_\_  
(Mortgagee).

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss

On this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), before me the undersigned Notary Public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
(Signature of Notary Public)

My commission expires \_\_\_\_\_

IV. (PLANNING BOARD)

IN WITNESS WHEREOF we have hereunto set our hands and seals this on this date: \_\_\_\_\_.

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

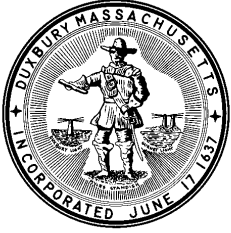
(Acceptance by a Majority of the Planning Board of Duxbury)

COMMONWEALTH OF MASSACHUSETTS

On this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), before me, the undersigned notary public, personally appeared members of the Duxbury Planning Board, proved to me through satisfactory evidence of identification, which was based on my personal knowledge of the identity of the principal, to be the persons whose names are signed on the preceding or attached document, and in my presence acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary

My commission expires \_\_\_\_\_



# Town of Duxbury, Massachusetts Planning Board

## PERFORMANCE SECURED BY DEPOSIT OF MONEY

Date: \_\_\_\_\_

AGREEMENT made this date between the Town of Duxbury and \_\_\_\_\_, hereinafter referred to as "the applicant" of \_\_\_\_\_, to secure construction of ways and installation of municipal services in the subdivision of land shown on a plan entitled:

\_\_\_\_\_, by:

\_\_\_\_\_, dated \_\_\_\_\_,

owned by: \_\_\_\_\_ address: \_\_\_\_\_, land

located: \_\_\_\_\_, and showing \_\_\_\_\_ proposed lots.

KNOW ALL MEN by these presents that the applicant hereby binds and obligates himself, his or its executors, administrators, devisees, heirs, successors and assigns to the Town of Duxbury, a Massachusetts municipal corporation, acting through its Planning Board, in the sum of \_\_\_\_\_ dollars, and has secured this obligation by depositing with the Treasurer of the Town of Duxbury a deposit of money in the above sum to be deposited in a subdivision escrow account in the name of the Town of Duxbury. The deposit of money is to be used to insure the performance by the applicant of all covenants, conditions, agreements, terms and provisions contained in the following:

1. Application for Approval Definitive Plan (Form C), dated: \_\_\_\_\_;
2. The subdivision control law and the Planning Board's Rules and Regulations governing this subdivision and dated \_\_\_\_\_;
3. Conditions included in the Certificate of Approval issued by the Planning Board and dated \_\_\_\_\_;
4. The definitive plan as qualified by the Certificate of Approval; and
5. Other document(s) specifying construction or installation to be completed, namely: (specify other documents, if any, and list lots secured if only a part of the subdivision is secured by a deposit of money) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This agreement shall remain in full force and effect until the applicant has fully and satisfactorily performed all obligations or has elected to provide another method of securing performance as provided in M.G.L., Chapter 41, Section 81-U.

Upon completion by the applicant of all obligations as specified herein, on or before \_\_\_\_\_, or such later date as may be specified by vote of the Planning Board with a written concurrence of the applicant, the deposit of money including all interest accrued thereon shall be returned to the applicant by the Town of Duxbury and this agreement shall become void. In the event the applicant should fail to complete the construction of ways and installation of municipal services as specified in this agreement and within the time herein specified, the deposit of money may be applied in whole, or in part, by the Planning Board for the benefit of the Town of Duxbury to the extent of the reasonable cost to the Town of Duxbury of completing such construction or installation as specified in this agreement. Any unused money and the interest accrued on the deposit of money will be returned to the applicant upon completion of the work by the Town of Duxbury; and

Applicant Name: \_\_\_\_\_  
Date: \_\_\_\_\_

The Town of Duxbury acting by and through its Planning Board hereby agrees to accept the aforesaid deposit of money in the amount specified in this agreement as security for the performance of the project as aforesaid.

Any amendments to this agreement and/or to the aforesaid security shall be agreed upon in writing by all parties to this agreement.

IN WITNESS WHEREOF we have hereunto set our hands and seals on this date: \_\_\_\_\_.

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

Signatures of a Majority of the Planning Board

\_\_\_\_\_  
Signature of Applicant

COMMONWEALTH OF MASSACHUSETTS

Plymouth County

On this \_\_\_\_ day of \_\_\_\_\_(month), \_\_\_\_ (year), before me, the undersigned notary public, personally appeared members of the Duxbury Planning Board, proved to me through satisfactory evidence of identification, which was based on my personal knowledge of the identity of the principal, to be the persons whose names are signed on the preceding or attached document, and in my presence acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary

My commission expires \_\_\_\_\_

Duplicate copy to:  
Applicant  
Planning Board  
Town Clerk  
Town Treasurer  
Board of Selectmen



# Town of Duxbury, Massachusetts Planning Board

## PERFORMANCE SECURED BY A SURETY COMPANY

Date: \_\_\_\_\_

AGREEMENT made this date between the Town of Duxbury and \_\_\_\_\_, hereinafter referred to as "the applicant" of \_\_\_\_\_; and \_\_\_\_\_, a corporation duly organized and existing under the laws of the state of \_\_\_\_\_ and having a usual place of business at \_\_\_\_\_, hereinafter referred to as "the surety," to secure construction of ways and installation of municipal services in the subdivision of land shown on a plan entitled: \_\_\_\_\_, by \_\_\_\_\_, dated: \_\_\_\_\_ owned by: \_\_\_\_\_, address: \_\_\_\_\_ land located: \_\_\_\_\_ and showing \_\_\_\_\_ proposed lots.

KNOW ALL MEN by these presents that the applicant and the surety hereby bind and obligate themselves, their or its executors, administrators, devisees, heirs, successors and assigns, jointly and severally to the Town of Duxbury, a Massachusetts municipal corporation, acting through its Planning Board, in the sum of \_\_\_\_\_ dollars, and have secured this obligation by depositing with the Treasurer of the Town of Duxbury a surety bond to secure the above sum of money, said surety bond to be used to insure the performance by the applicant of all covenants, conditions, agreements, terms and provisions contained in the following:

- 6. Application for Approval Definitive Plan (Form C), dated: \_\_\_\_\_;
- 7. The subdivision control law and the Planning Board's Rules and Regulations governing this subdivision and dated \_\_\_\_\_;
- 8. Conditions included in the Certificate of Approval issued by the Planning Board and dated \_\_\_\_\_;
- 9. The definitive plan as qualified by the Certificate of Approval; and
- 10. Other document(s) specifying construction or installation to be completed, namely: (specify other documents, if any, and list lots secured if only a part of the subdivision is secured by a surety company)

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

This agreement shall remain in full force and effect until the applicant has fully and satisfactorily performed all obligations, or has elected to provide another method of securing performance as provided in M.G.L., Chapter 41, section 81-U.

Upon completion by the applicant of all obligations as specified herein, on or before \_\_\_\_\_, or such later date as may be specified by vote of the Planning Board with a written concurrence of the applicant and the surety, the interest of the Town of Duxbury in such surety bond shall be released, the surety bond shall be returned to the surety, and this agreement shall become void. In the event the applicant should fail to complete the construction of ways and installation of municipal services as specified in this agreement and within the time herein specified, the surety bond may be enforced, in whole, or in part, by the Planning Board for the benefit of the Town of Duxbury to the extent of the reasonable cost to the Town of Duxbury of completing such construction or installation as specified in this agreement. Any unused portion of the surety bond will be released and the unused portion of the surety bond will be returned to the surety upon completion of the work by the Town of Duxbury.

The Town of Duxbury, acting by and through its Planning Board hereby agrees to accept the aforesaid surety bond in the amount specified in this agreement as security for the performance of the project as aforesaid.

Any amendments to this agreement and/or to the aforesaid security shall be agreed upon in writing by all parties to this agreement.

**SIGNATURES:**

**(PLANNING BOARD AND APPLICANT)**

IN WITNESS WHEREOF we have hereunto set our hands and seals on this date: \_\_\_\_\_.

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

Signatures of a Majority of the Planning Board

\_\_\_\_\_  
Signature of Applicant

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth County

Date: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), before me the undersigned Notary Public, personally appeared the above named person(s) and proved to me through satisfactory evidence of identification, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**(REPRESENTATIVE OF SURETY COMPANY)**

IN WITNESS WHEREOF we have hereunto set our hands and seals on this date: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Representative of Surety Company

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth, ss

On this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), before me the undersigned Notary Public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
(Signature of Notary Public)

My commission expires \_\_\_\_\_

- Duplicate copy to:
- Applicant
- Planning Board
- Town Clerk
- Town Treasurer
- Board of Selectmen



## Town of Duxbury, Massachusetts Planning Board

### PERFORMANCE SECURED BY REGISTERED NEGOTIABLE SECURITIES (BONDS, STOCKS, PUBLIC SECURITIES)

Date: \_\_\_\_\_

AGREEMENT made this date between the Town of Duxbury and \_\_\_\_\_, herinafter referred to as "the applicant" of \_\_\_\_\_, to secure construction of ways and installation of municipal services in the subdivision of land shown on a plan entitled: \_\_\_\_\_, dated: \_\_\_\_\_, owned by: \_\_\_\_\_ address: \_\_\_\_\_, land located: \_\_\_\_\_, and showing \_\_\_\_\_ proposed lots.

KNOW ALL MEN by these presents that the applicant hereby binds and obligates himself, his or its executors, administrators, devisees, heirs, successors and assigns to the Town of Duxbury, a Massachusetts municipal corporation, acting through its Planning Board, in the sum of \_\_\_\_\_ dollars and has secured this obligation by depositing with the Treasurer of the Town of Duxbury, an instrument of transfer to the Planning Board of the Town of Duxbury, duly acknowledged, and prepared in a suitable form pursuant to the provisions of the Massachusetts General Laws for the following type of negotiable security \_\_\_\_\_, said instrument of transfer shall also specify the above sum of money as a security for performance by the applicant of construction of the ways and installation of municipal services in the aforesaid subdivision and, where apt, a new certificate shall also be deposited with said Treasurer. Said certificate shall be free from encumbrances and shall be issued pursuant to Chapter 156-B, Section 30, M.G.L. in the name of the Planning Board of the Town of Duxbury and shall express on its face that it is held as collateral security to insure the performance by the applicant of all covenants, conditions, agreements, terms and provisions contained in the following:

1. Application of Approval Definitive Plan (Form C), dated: \_\_\_\_\_;
2. The subdivision control law and the Planning Board's Rules and Regulations governing this subdivision and dated \_\_\_\_\_;
3. Conditions included in the Certificate of Approval issued by the Planning Board and dated \_\_\_\_\_;
4. The definitive plan as qualified by the Certificate of Approval; and
5. Other document(s) specifying construction or installation to be completed, namely: (specify other documents, if any, and list lots secured if only a part of the subdivision is secured by a bank passbook)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

This agreement shall remain in full force and effect until the applicant has fully and satisfactorily performed all obligations, or has elected to provide another method of securing performance as provided in M.G.L., Chapter 41, Section 81-U.

Upon completion by the applicant of all obligations as specified herein, on or before \_\_\_\_\_, or such later date as may be specified by vote of the Planning Board with the written concurrence of the applicant, the interest of the Town of Duxbury in the aforesaid security shall be released and said security shall be returned, by appropriate instrument, to the applicant by the Town of Duxbury and this agreement shall

Applicant Name: \_\_\_\_\_  
Date: \_\_\_\_\_

become void. In the event the applicant should fail to complete the construction of ways and installation of municipal services as specified in this agreement and within the time specified herein, the security, namely \_\_\_\_\_ may be negotiated in whole, or in part, by the Planning Board for the benefit of the Town of Duxbury to the extent of the reasonable cost to the Town of Duxbury of completing such construction or installation as specified in this agreement. Any unused funds resulting from the negotiation of aforesaid security by the Town of Duxbury or any securities which are not negotiated by the Town of Duxbury will be returned to the applicant upon completion of the work by the Town of Duxbury; and

The Town of Duxbury acting by and through its Planning Board hereby agrees to accept the aforesaid negotiable security, namely \_\_\_\_\_ as specified in this agreement as security for the performance of the project as aforesaid.

Any amendments to this agreement and/or to the aforesaid security shall be agreed upon in writing by all parties to this agreement.

IN WITNESS WHEREOF we have hereunto set our hands and seals on this date: \_\_\_\_\_.

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

Signatures of a Majority of the Planning Board of the  
Town of Duxbury

\_\_\_\_\_  
Signature of Applicant

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth, ss

On this \_\_\_\_\_ day of \_\_\_\_\_(month), \_\_\_\_\_(year), before me the undersigned Notary Public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary

My commission expires \_\_\_\_\_



# Town of Duxbury, Massachusetts Planning Board

## PERFORMANCE SECURED BY BANK PASSBOOK

Date: \_\_\_\_\_

AGREEMENT made this date between the Town of Duxbury and \_\_\_\_\_, herinafter referred to as "the applicant" of \_\_\_\_\_, to secure construction of ways and installation of municipal services in the subdivision of land shown on a plan entitled: \_\_\_\_\_, dated: \_\_\_\_\_, owned by: \_\_\_\_\_ address: \_\_\_\_\_, land located: \_\_\_\_\_, and showing \_\_\_\_\_ proposed lots.

KNOW ALL MEN by these presents that the applicant hereby binds and obligates himself, his or its executors, administrators, devisees, heirs, successors and assigns to the Town of Duxbury, a Massachusetts municipal corporation, acting through its Planning Board, in the sum of \_\_\_\_\_ dollars and has secured this obligation by depositing with the Treasurer of the Town of Duxbury, a deposit of money for the above sum represented by Bank Passbook No. \_\_\_\_\_ with an order drawn on the \_\_\_\_\_ Bank of \_\_\_\_\_, payable to the order of the Planning Board of the Town of Duxbury, said sum to be used to insure the performance by the applicant of all covenants, conditions, agreements, terms and provisions contained in the following:

1. Application of Approval Definitive Plan (Form C), dated: \_\_\_\_\_;
6. The subdivision control law and the Planning Board's Rules and Regulations governing this subdivision and dated \_\_\_\_\_;
7. Conditions included in the Certificate of Approval issued by the Planning Board and dated \_\_\_\_\_;
8. The definitive plan as qualified by the Certificate of Approval; and
9. Other document(s) specifying construction or installation to be completed, namely: (specify other documents, if any, and list lots secured if only a part of the subdivision is secured by a bank passbook)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

This agreement shall remain in full force and effect until the applicant has fully and satisfactorily performed all obligations, or has elected to provide another method of securing performance as provided in M.G.L., Chapter 41, Section 81-U.

Upon completion by the applicant of all obligations as specified herein, on or before \_\_\_\_\_, or such later date as may be specified by vote of the Planning Board with the written concurrence of the applicant and the bank, the bank passbook shall be returned to the applicant by the Town of Duxbury and this agreement shall become void. In the event the applicant should fail to complete the construction of ways and installation of municipal services as specified in this agreement and within the time herein specified, the funds on deposit in the account represented by the aforesaid bank passbook and order drawn thereon may be applied in whole, or in part, by the Planning Board for the benefit of the Town of Duxbury to the extent of the reasonable cost to the Town of Duxbury of completing such construction or installation as specified in this agreement. Any unused funds and the bank passbook will be returned to the applicant upon completion of the work by the Town of Duxbury.

The Town of Duxbury acting by and through its Planning Board hereby agrees to accept the aforesaid bank passbook and order drawn thereon as security for the performance of this project; and

Applicant Name: \_\_\_\_\_  
Date: \_\_\_\_\_

The \_\_\_\_\_ Bank of \_\_\_\_\_ hereby agrees not to release any funds from the account represented by the aforesaid bank passbook or otherwise amend or make a change to the aforesaid bank passbook or to the order drawn thereon without written agreement by the Planning Board.

**SIGNATURES:**

**(PLANNING BOARD AND APPLICANT)**

IN WITNESS WHEREOF we have hereunto set our hands and seals on this date: \_\_\_\_\_.

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

Signatures of a Majority of the Planning Board of the  
Town of Duxbury

\_\_\_\_\_  
Signature of Applicant

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth County

Date: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), before me the undersigned Notary Public, personally appeared the above names persons and proved to me through satisfactory evidence of identification, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

**(BANK)**

IN WITNESS WHEREOF we have hereunto set our hands and seals on this date: \_\_\_\_\_.

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth County

Date: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), before me the undersigned Notary Public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

Duplicate copy to:  
Applicant  
\_\_\_\_\_(name) Bank  
Duxbury Town Clerk  
Duxbury Town Treasurer  
Board of Selectmen



**Town of Duxbury, Massachusetts  
Planning Board**

**CONVEYANCE OF EASEMENTS  
AND UTILITES**

\_\_\_\_\_ of \_\_\_\_\_,  
(address and county)

for the consideration of \_\_\_\_\_ hereby grants, transfers and delivers unto the Town of Duxbury, a municipal corporation in Plymouth County, the following:

- A. The perpetual rights and easements to construct, inspect, repair, remove, replace, operate and forever maintain (1) a sanitary sewer or sewers with any manholes, pipes, conduits and other appurtenances, (2) pipes, conduits and the appurtenances for the conveyance of water, and (3) a covered surface and ground water drain or drains with any manholes, pipes, conduits and their appurtenances, and to do all other acts incidental to the foregoing, including the right to pass along and over the land for the aforesaid purposes, in, through, and under the whole of \_\_\_\_\_, dated \_\_\_\_\_, said plan is made and said plan is incorporated herein for a complete and detailed description of said roads.
- B. The perpetual rights and easements to use for \_\_\_\_\_ (describe use or purpose) of the following parcel of land situated on \_\_\_\_\_ (street) in the Town of Duxbury and bounded and described as follows:

Description:

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

*Conveyance of Utilities and Easements(3/05) (Cont.)*

Date:

Grantor:

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

This is not a homestead property.

(To be completed if a mortgage exists): \_\_\_\_\_  
(name and address)

the present holder of a mortgage on the above described land, which mortgage is dated \_\_\_\_\_, and recorded in said Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, for consideration paid, hereby releases unto the Town of Duxbury forever from the operation of said mortgages, the rights and easements hereinabove granted and assents thereto.

\_\_\_\_\_  
Authorized Signature of Mortgagee

\_\_\_\_\_  
Owner

IN WITNESS WHEREOF we have hereunto set our hands and seals on this date: \_\_\_\_\_.

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth County

Date: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_(month), \_\_\_\_\_(year), before me the undersigned Notary Public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_