

TOWN OF NORWELL PLANNING BOARD

PERFORMANCE GUARANTEED BY A SURETY COVENANT

KNOW ALL PERSONS by these presents that the undersigned applicant(s) (the "Applicant") obtained approval from the Norwell Planning Board on \_\_\_\_\_ for a definitive subdivision plan (the "Plan"), which is entitled \_\_\_\_\_

\_\_\_\_\_,  
was prepared by \_\_\_\_\_,  
and is dated \_\_\_\_\_, as revised through \_\_\_\_\_, for land that  
is located \_\_\_\_\_ and known as Norwell Assessor's  
Parcel \_\_\_\_\_, and which depicts a total of \_\_\_\_\_ residential/non-residential  
lots (circle one).

The undersigned Applicant has requested the Planning Board to endorse the approved Plan and accept a covenant form of surety to secure construction of the ways and the installation of the municipal services shown on the Plan under G.L. c.41, §81U, ¶7(3).

IN CONSIDERATION of said Norwell Planning Board's approval and endorsement of the Plan, the undersigned Applicant hereby certifies to and covenants and agrees with the inhabitants of the Town of Norwell, acting by and through the Planning Board, as follows:

1. That the undersigned Applicant is the sole owner in fee simple absolute of all the land included in the subdivision shown on the Plan. (Note: If there is more than one owner, all owners must sign.)
2. That there are no mortgages of record or otherwise on any of the land included in the subdivision shown on the Plan, except for those mortgage interests expressly and fully described below and for all of which the present holders of all said mortgages have assented to this Agreement and agreed that their respective mortgages shall be subordinate to this

covenant by either duly signing this instrument or by providing a separate duly executed instrument, the original of is appended hereto as an exhibit.

3. That the undersigned shall not sell or convey any lot in the subdivision shown on the Plan or erect or place any permanent building on any such lot until the construction of the ways and the installation of the municipal services that are necessary to adequately serve such lot have been completed in accordance with the covenants, conditions, agreements, terms and provisions as specified in all of the following documents:
- A. The Form C Application for Definitive Subdivision Approval of the Plan, which is dated \_\_\_\_\_.
  - B. The Subdivision Control Law (i.e., G.L.c.41, §§81K-81GG).
  - C. The Norwell Planning Board's Subdivision Rules and Regulations, dated \_\_\_\_\_.
  - D. The Certificate of Approval and Decision, including all conditions of approval contained therein, as issued by the Norwell Planning Board for the Plan and filed by the Planning Board with the Norwell Town Clerk on \_\_\_\_\_.
  - E. The Definitive Plan, which is dated \_\_\_\_\_, as revised through \_\_\_\_\_, and as approved and qualified by the Planning Board's Certificate of Approval and Decision with Conditions.
  - F. The following easements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - G. The following covenants: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - H. The following Homeowners Association Trust and its conditions and requirements (set forth the Book and Page and date of the Trust's recording at the Registry of Deeds): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - I. The Conservation Plan, dated \_\_\_\_\_, as revised through \_\_\_\_\_ and prepared by \_\_\_\_\_, and approved by the vote of the Norwell Planning Board taken on \_\_\_\_\_, 20\_\_\_\_.
  - J. Other Documents: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. That this covenant shall be binding upon the undersigned and the assenting mortgagees and their respective executors, administrators, devisees, heirs, successors and assigns and shall constitute a covenant running with the land included in the subdivision shown on the Plan and shall operate as restrictions upon the land.
5. That a mortgagee, who acquires title to the mortgaged premises by foreclosure or otherwise, and any succeeding owner of such premises or part thereof may sell or convey any lot in the subdivision shown on the Plan, subject, however, to the restrictions set forth herein, including that no such lot shall be built upon until such ways and services have been provided to serve such lot; and provided, further, 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 all of the lots or particular lots with the subdivision shown on the Plan shall be released from the condition of this covenant, which prohibits conveyance or building upon said lot or lots, upon the recording of a certificate of satisfactory completion of performance that has been duly executed by a majority of the Planning Board and that enumerates the specific lot or lots that are to be released.
7. That this covenant shall be duly executed before endorsement of approval of the Plan by the Planning Board (or release of the endorsed Plan by the Planning Board) and shall take effect upon endorsement.
8. That the undersigned Applicant agrees to duly record this fully and duly executed covenant with the Plymouth County Registry of Deeds or Land Court, as appropriate, at the undersigned's expense, forthwith, and to provide proper evidence of said recording to the Planning Board before the Plan is endorsed or before the endorsed Plan is released to the undersigned by the Planning Board.
9. That, upon final completion, satisfactory to the Norwell Planning Board, of the construction of the ways and installation of the municipal services shown on the Plan 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 majority vote of the Planning Board with the 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 particular lot, the Planning Board may release such particular lot from this covenant by an appropriate instrument duly acknowledged and recorded.
10. That nothing herein shall prohibit the Applicant or the Applicant's successor in interest from varying the method of securing the construction

of ways and the installation of municipal services as required hereunder from time to time as described in G.L. c.41, §81U, ¶7.

SIGNED UNDER OATH AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Applicant #1: \_\_\_\_\_  
Signature  
(Print Name: \_\_\_\_\_)  
Address: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS \_\_\_\_\_, 20\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared the above-named \_\_\_\_\_, who is personally known to me/who identified him/herself to me to my satisfaction, and signed this document voluntarily as his/her free act and deed and for the stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My commission expires:

Applicant #2: \_\_\_\_\_  
Signature  
(Print Name: \_\_\_\_\_)  
Address: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS \_\_\_\_\_, 20\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared the above-named \_\_\_\_\_, who is personally known to me/who identified him/herself to me to my satisfaction, and signed this document voluntarily as his/her free act and deed and for the stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My commission expires:

**NOTE:** In the event that any signatory is a Trustee or an officer of a corporation or manager of a Limited Liability Corporation or a partner in a partnership, each such signatory shall provide the appropriate certificates or affidavits evidencing that the undersigned has the present authority to execute this document.

Norwell Planning Board:

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

(Pursuant to an affirmative vote taken  
on: \_\_\_\_\_)

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS

\_\_\_\_\_, 20\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared the above-named Norwell Planning Board members, who are personally known to me/who identified themselves to me to my satisfaction, and signed this document voluntarily as their free act and deed and for its stated purpose.

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

Print Name:

My commission expires:

Description of Mortgage(s):

(List all Mortgagees and Registry of Deed references and dates.)

- 1.
- 2.
- 3.

Mortgagee Assents:

1. Name of First Mortgagee: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
\_\_\_\_\_, being duly authorized to do so, in accordance with the documentation provided herewith and appended hereto as an exhibit, hereby assent to the above Covenant and subordinate the mortgage interests of \_\_\_\_\_ thereto.

SIGNED UNDER THE PENALTIES OF PERJURY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS.

\_\_\_\_\_, 20\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared the above-named \_\_\_\_\_, who is personally known to me/who identified him/herself to me to my satisfaction, and signed this document voluntarily as his/her free act and deed and for the stated purpose.

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

Print Name:

My commission expires:

2. Second Mortgagee:

Address:

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

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, being duly authorized to do so, in accordance with the documentation provided herewith and appended hereto as an exhibit, hereby assent to the above Covenant and subordinate the mortgage interests of \_\_\_\_\_ thereto.

SIGNED UNDER OATH AND THE PENALTIES OF PERJURY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS.

\_\_\_\_\_, 20\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared the above-named \_\_\_\_\_, who is personally known to me/who identified him/herself to me to my satisfaction, and signed this document voluntarily as his/her free act and deed and for the stated purpose.

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

Print Name:

My commission expires:

Note: Original certificates, affidavits and attorney-in-fact documents that properly evidence the authority of the above-referenced signatories to execute this document shall be duly executed and appended hereto, unless a signature is accepted by the Planning Board pursuant to G.L. c.183, §54B.