

LYNNFIELD PLANNING BOARD
RULES AND REGULATIONS
FORMS

The following forms are to be considered part of the Planning Board's Rules and Regulations. The applicant is responsible to file the correct forms(s) relative to the submission under consideration.

Application Form	Description
A	Endorsement of Plan Believed Not to Require Approval
B	Approval of Preliminary Plan
C	Approval of Definitive Plan
D	Designer's Certificate
E	Performance Bond - Surety Company
F-1	Performance Bond - Secured by Deposit
F-2	Escrow Agreement
G	Conditional Approval Contract
H-1	Conveyance of Easements and Utilities
H-2	Conveyance of Ways, Easements and Utilities

FORM A

(2010)

APPLICATION FOR ENDORSEMENT OF PLAN BELIEVED NOT TO REQUIRE APPROVAL

To the Planning Board of the Town of Lynnfield:

Date: _____

A. The undersigned wishes to record the accompanying plan, identified as _____ and requests a determination 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: (Strike non applicable alternative)

Either: The division of land shown on the accompanying plan is not a subdivision because every lot shown thereon qualifies for endorsement by reason of frontage on a way pursuant to M.G.L. Chapter 41 section 81L.

OR: The division of land shown on the accompanying plan is not a subdivision for the following reason(s):

B. The owner's title is recorded in the Essex South Registry of Deeds as follows:
(If multiple titles attach supplement.)

Grantor(s) _____
Date of Deed _____
Book _____, Page _____

Land Court: _____
Book _____ Certificate _____
Document No. _____

Lynnfield's Assessors':

Tax Map(s) No. _____, Parcel No. (s) _____

AFFIDAVIT OF OWNERSHIP

The undersigned hereby certifies under the pains and penalties of perjury that I/we am/are all the owner(s) of the record title of the land shown on the plan which is the subject matter of this application for an "Approval Not Required" endorsement.

Signature _____

Address _____

Print Name _____

Signature _____

Address _____

Print Name _____

Applicant's Signature _____

Applicant's Address _____

Received by Town Clerk

Date _____

Time _____

Signature _____

FORM B

(2010)

APPLICATION FOR APPROVAL OF PRELIMINARY PLAN

To the Planning Board of the Town of Lynnfield:

Date: _____

A. The undersigned, being the applicant(s) for a proposed subdivision shown on the accompanying plan, entitled _____ and dated _____, hereby submits said plan for approval in accordance with the provisions of MGL Chapter 41.

The plan and application shall not be deemed to have been submitted until delivered to the Board at a regular or special meeting thereof or received by mail at the Board's Office and accepted in writing as complying with the requirements of the Rules and Regulations.

B. The Owner's title is recorded in the Essex South Registry of Deeds, as follows:
(If multiple titles attached supplement.)

Grantor(s) _____
Date of Deed _____
Book _____, Page _____

Land Court:
Book _____ Certificate _____
Document No. _____

Lynnfield Assessors':
Tax Map(s) _____, Parcel No. (s) _____

Applicant(s) Signature _____
(All must sign)

Address _____

Applicant(s) Signature _____
(All must sign)

Address _____

Owner(s) Signature _____
(If not applicant)

Address _____

FORM C

(2010)

APPLICATION FOR APPROVAL OF DEFINITIVE PLAN

To the Planning Board of the Town of Lynnfield:

Date: _____

1. The undersigned applicant for a proposed subdivision shown on the accompanying plan, entitled

and dated _____, hereby submits such plan as a definitive plan of said subdivision in accordance with the provisions of M.G.L. Chapter 41 and applies for approval thereof.

2. The land within the proposed subdivision is subject to the following easements and restrictions: (attach supplement if necessary.)

3. There are appurtenant to the land within the proposed subdivision the following easements and restrictions over the land of others: (attach supplement if necessary)

4. A preliminary plan of the proposed subdivision was approved by the Planning Board on _____. The plan conforms in all respects to said preliminary plan except for required modifications. Applicant confirms that all required modifications are incorporated in the definitive plan.

If no preliminary plan was submitted check here _____.

5. The applicant agrees to construct and install all improvements within said subdivision in full compliance with the Rules and Regulations of the Lynnfield Planning Board as in force on the date of submission of this application (or application for preliminary approval if so submitted), and as modified and supplemented by the written statements of the various agencies attached hereto.

6. The applicant agrees to complete all said required improvements within two years of the date of approval of the definitive plan by the Planning Board.

7. The applicant further agrees that no lot conveyed by it shall carry with the conveyance any fee or right or rights in the ways other than the right to pass and repass in common with others having the same right, and that such lot conveyances will comply with Chapter 183, Section 58 of the General Laws, and that the Planning Board will be furnished a copy of the deed for each lot conveyed at least thirty days prior to the time when the title to the way or ways is to be conveyed to the Town.

8. Applicant herein authorizes the Planning Board to record or register the approved plan with this application appended, at the applicant's expense, in the Essex South Registry of Deeds. Should applicant choose to record or register said approved plan with this application appended on applicant's own account then proof of such action must be delivered to the Planning Board within 5 days of said action.

FORM D

(2010)

DESIGNER'S CERTIFICATE

Date _____

To the Planning Board of the Town of Lynnfield:

I hereby certify that the accompanying plan, entitled _____
and dated _____, 20____ is a true and correct to the accuracy required by the
Rules and Regulations of the Lynnfield Planning Board.

I hereby certify that the improvements and appurtenances shown on such plan conform in every
respect with the Rules and Regulations of the Lynnfield Planning Board.

Designer, Engineer or Surveyor

Address: _____

FORM E

(2010)

PERFORMANCE BOND – SURETY COMPANY

KNOW ALL MEN BY THESE PRESENT

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 Lynnfield, a Massachusetts municipal corporation, in the sum of
_____ Dollars.

The condition of this obligation is that if the Principal shall fully and satisfactorily observe
and perform in the manner and in the time therein specified, all of the covenants, conditions,
agreements, terms and provisions contained in any approval of the application signed by the Principal
or the Principal's predecessor and dated _____, _____, including any
approval of a definitive plan of a certain subdivision entitled _____
_____ and dated _____,
which has been or is hereafter granted by the Lynnfield Planning Board, as the same may be extended
by the said Board in its sole discretion, then this obligation shall be void: otherwise, it shall remain in
full force and effect and the aforesaid sum shall be paid to the Town of Lynnfield as liquidated
damages, the reasonableness of which is hereby acknowledged by the Principal and the Surety.

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

The Surety agrees promptly and without investigation to honor any and all requests by the
said Board for payment hereunder, provided only that the Board represent in writing that each such
payment is due on account of a failure of the Principal to perform as set forth above. The Principal
covenants not to commence any action, by claim, counterclaim or otherwise, against the Surety for
honoring any such request by the Board, and agrees to hold the Surety harmless and to indemnify it
from and against any and all claims by any person or entity other than the Board commenced on
account of or in connection with the Surety's honoring a request for payment from the Board. In the
event that the Board is required to commence an action against the Surety in order to compel payment
hereunder, the Board shall, if it prevails to any extent at all in such action, recover all of its
reasonable attorneys' fees and costs so incurred from the Surety. The Principal covenants not to
commence any action, by claim, counterclaim or otherwise, against the Board on account of any
request by the Board for payment hereunder, unless the written representations made by the Board to
the Surety are materially false. In any

action between the Board and the Principal concerning payments requested hereunder, the Board shall, if it prevails to any extent at all in such action, recover all of its reasonable attorneys' fees and costs so incurred from the Principal.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of

_____, _____
Principal _____

(Print Name)

(Title)

Surety _____

(Print Name)

FORM F-1

(2010)

PERFORMANCE BOND – SECURED BY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS

That _____ of _____, Massachusetts hereby binds and obligates himself/itself and his/their executors, administrators, heirs, successors and assigns to the Town of Lynnfield said sum in money or negotiable securities.

The condition of this obligations is that if the undersigned or his/its executors, administrators, devisees, heirs, successors and assigns shall fully and satisfactorily observe and perform in the manner and in the time therein specified, all of the covenants, conditions, agreements, terms and provisions contained in the application signed by the undersigned and dated _____, 20____, under which approval of a definitive plan of a certain subdivision, entitled _____ and dated _____, 20____, has been or is hereafter granted by the Lynnfield Planning Board, then this obligation shall be void; otherwise, it shall remain in full force and effect and aforesaid security aforesaid sum shall become and be the sole property of said Town of Lynnfield as liquidated damage.

IN WITNESS WHEREOF the undersigned has hereto set his hand and seal this _____ day of _____, 20____.

(Signature)

(Print Name)

FORM F-2

(2010)

LENDER GUARANTEE OF PERFORMANCE

This agreement (this "Agreement") made this ____ day of _____, 20__ by and among _____ (the "Developer"); _____ (the "Lender"); and the Town of Lynnfield, acting by and through its Planning Board (the "Board").

WITNESSETH THAT:

WHEREAS, pursuant to the provisions of the Massachusetts Subdivision Control Law, G.L. c. 41, §81K et seq., and the Board's Rules and Regulations adopted thereunder, the Board has approved a definitive plan entitled _____, recorded with the Essex South District Registry of Deeds at Book _____, Page ____ (the "Plan"); and

WHEREAS, the Developer and the Board have executed a covenant, dated _____, recorded with said Deeds at Book _____, Page ____ (the "Covenant"); and

WHEREAS, the Developer has granted to the Lender a mortgage dated _____, 20__, recorded with said Deeds at Book _____, Page ____ covering lots numbered _____ as shown on the Plan as security for the payment of a certain note in the principal sum of \$ _____; and

WHEREAS, the Lender has withheld the sum of \$ _____ of said principal sum to be disbursed to the Developer as and when municipal services shall have been installed and ways constructed pursuant to the Plan, said Rules and Regulations, and the Covenant;

NOW, THEREFORE, in consideration of the premises set forth above and the promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, including without limitation the seal, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Lender shall retain the sums itemized and shown on the Schedule dated _____, 20__, and attached hereto as Exhibit "A", being an estimate deemed by the Board to be sufficient to cover the cost of installing the said municipal services and ways, until the corresponding municipal services and ways shall have been determined by the Board, in its sole discretion, to be completed in accordance with its Rules and Regulations and the terms of the Board's approval of the Plan. The Lender shall not disburse such funds, or any part thereof, except pursuant to the express, written instructions of the Board, and the Lender shall disburse all such funds as so instructed.

2. It is further agreed that all of the said municipal services and ways shall be completed Lynnfield to the satisfaction of the Board, in its sole discretion, no later than _____, 20____, unless the date be extended by written amendment by mutual agreement of the Board and the Developer. The Lender hereby assents to any such extension.

3. In the event that all the work described above and as set forth in Exhibit "A" is not completed to the satisfaction of the Board, in its sole discretion, within the time set forth or as so extended, said funds as retained by the Lender shall be made available to the Treasurer of the Town of Lynnfield for completion of the work, and the Developer shall be deemed to have authorized the release of said funds for said purposes, and to have relinquished all claims to said funds.

4. In consideration of the foregoing, the Board hereby releases lots numbered _____ shown on the Plan from the provisions of the Covenant and the conditions therein imposed.

IN WITNESS WHEREOF, the parties hereto, being duly authorized, have executed this Agreement, as a sealed instrument on this _____ day of _____, 20__.

LENDER: _____

By: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

Essex, ss: _____, 20__

On this ___ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a duly authorized officer of the aforesaid lender.

Notary Public
My Commission Expires:

DEVELOPER: _____

By: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

Essex, ss: _____, 20__

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

Notary Public
My Commission Expires:

LYNNFIELD PLANNING BOARD

_____, Chairman

COMMONWEALTH OF MASSACHUSETTS

Essex, ss: _____, 20__

On this ___ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose name are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Lynnfield Planning Board.

Notary Public
My Commission Expires

FORM G

(2010)

CONDITIONAL APPROVAL CONTRACT

KNOW ALL MEN BY THESE PRESENTS

That whereas the undersigned has submitted an application dated _____, 20____ to the Lynnfield Planning Board for approval of a definitive plan of a certain subdivision entitled _____ and dated _____, 20____, and has requested the Board to approve such plan without requiring a performance bond,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the Lynnfield Planning Board's approving said plan without requiring a performance bond, and in consideration of one dollar in hand paid, receipt whereof is hereby acknowledged, the undersigned covenants and agrees with the Town of Lynnfield as follows:

1. The undersigned will not sell any lot in the subdivision or erect or place any building on any such lot until the ways and other improvements necessary to serve adequately such lot have been completely constructed and installed in the manner specified in the aforesaid application and in accordance with the covenants, conditions, agreements, terms and provisions thereof, and of the applicable Rules and Regulations of the Lynnfield Planning Board which are hereby incorporated by reference. Nothing herein shall be deemed to prohibit a conveyance subject to this agreement of the entire parcel of land shown on the subdivision plan.
2. The undersigned represents and covenants that the undersigned is the owner in fee simple of all the land included in the aforesaid subdivision and there are no mortgages or encumbrances of record or otherwise on any of said land, except such as are noted below and subordinated to this contract, evidence of which subordination is attached hereto.
3. This agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the undersigned. It is the intention of the undersigned and it is hereby understood and agreed that this contract shall constitute a covenant running with the land. It is understood and agreed that lots within the subdivision shall, respectively, be released from the foregoing conditions upon the recording of a certificate of performance executed by a majority of said Planning Board and enumerating the specific lots to be so released.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this
_____ day of _____, 20____.

COMMONWEALTH OF MASSACHUSETTS

,ss.

On this ___ day of _____, 20___, before me, the undersigned notary public, personally appeared (name of developer (and spouse, if applicable)), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

(as partner for _____, a partnership)

(as _____ for _____, a corporation)

(as attorney in fact for _____, the principal)

(as _____ for _____, a/the _____)

Notary Public

My Commission Expires:

And _____, a banking corporation in _____ County, Massachusetts, the present holder of a mortgage on the above described land, which mortgage is dated, and recorded in the Essex South District Deeds in Book _____, Page _____, or registered with the Assistant Recorder of the Land Court in said Registry District as Document No. _____, and noted on Certificate of Title No. _____ in Registration Book _____, Page _____, for consideration paid, hereby subordinates said mortgage to the above contract and agrees that said contract shall have the same status, force and effect as though made and recorded or registered before the making of said mortgage.

IN WITNESS WHEREOF this instrument has been executed in the name and on behalf of said

bank and the corporate seal affixed by

its
_____, hereunto duly authorized this
____ day of _____, 20 ____.

Print Name

Title

COMMONWEALTH OF MASSACHUSETTS

_____, ss.
On this ____ day of _____, 20 ____, before me, the undersigned notary public, personally appeared _____ (name of signatory acting for mortgagee), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

(as partner for _____, a partnership)
(as _____ for _____, a corporation)
(as attorney in fact for _____, the principal)
(as _____ for _____, a/the _____)

Notary Public
My Commission Expires:

FORM H-1

(2010)

CONVEYANCE OF EASEMENTS AND UTILITIES

_____ for consideration paid, grant(s) to the Lynnfield Water District or the Lynnfield Center Water District *[select one]* Essex County, Massachusetts, with quitclaim covenants, the perpetual right and easement to construct, inspect, repair, renew, replace, operate and forever maintain, water mains, pipes, hydrants and other appurtenances thereto, and to do all acts incidental thereto, in, through and under the streets, ways and easements shown on the approved plan of a subdivision entitled _____, which plan is recorded in the Essex South District Registry of Deeds at Book _____, Page ____.

And, for the consideration aforesaid, the said grantor does hereby give, grant, sell, transfer and deliver unto the said grantee and its successors and assigns forever, all water and sewer pipes, manholes, conduits and all appurtenances thereto that are now or hereafter constructed or installed in, through or under the above described land by the grantor and the grantor's successors and assigns.

If the said grantor is a married individual, the spouse of such grantor hereby releases to said grantee and its successors and assigns forever all rights of dower, curtesy and homestead and other interest therein.

For grantor's title, see deed from _____ dated _____, 20____ and recorded with said Deeds at Book _____, Page _____.

And _____ of _____, a _____, the present holder of a mortgage on the above described land, which mortgage is dated _____ and recorded with said Deeds at Book _____, Page ____, for consideration paid, hereby releases unto the said grantee and its successors and assigns forever from the operation of said mortgage, the rights and easements hereinabove granted and assents to the grant thereof.

IN WITNESS WHEREOF, the undersigned hereunto sets his/her/their hand(s) and seal(s) this _____ day of _____, 20_____

Grantor: _____

Print Name

Grantor's Spouse _____
 (if applicable) _____
Print Name

Mortgagee: _____
 Address: _____

COMMONWEALTH OF MASSACHUSETTS

,ss.

On this ___ day of _____, 20 __, before me, the undersigned notary public, personally appeared _____ [name of grantor (and spouse, if applicable)], proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

(as partner for _____, a partnership)

(as _____ for _____, a corporation)

(as attorney in fact for _____, the principal)

(as _____ for _____, a/the _____)

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

,ss.

On this ___ day of _____, 20_____, before me, the undersigned notary public, personally appeared _____ (name of signatory acting for mortgagee), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

(as partner for _____, a partnership)

(as _____ for _____, a corporation)

(as attorney in fact for _____, the principal)

(as _____ for _____, a/the _____)

My Commission Expires:

FORM H-2

(2010)

CONVEYANCE OF WAYS, EASEMENTS AND UTILITIES

_____ for consideration paid, grant(s) to the Town of Lynnfield, Essex County, Massachusetts, with quitclaim covenants, all right, title and interest in and to the streets, ways and easements, together with all improvements and appurtenances which lie therein, except the improvements, if any, which have this day been deeded to the Lynnfield Water District or the Lynnfield Center Water District, shown on the approved plan of a subdivision entitled _____

_____, which plan is recorded in the Essex South District Registry of Deeds at Book _____, Page ____.

If the said grantor is a married individual, the spouse of such grantor hereby releases to said grantee and its successors and assigns forever all rights of dower, curtesy and homestead and other interest therein.

For grantor's title, see deed from _____ dated _____ and recorded with said Deeds at Book _____, Page ____.

And _____ of _____, a _____, the present holder of a mortgage on the above described land, which mortgage is dated _____ and recorded with said Deeds at Book _____, Page ____, for consideration paid, hereby releases unto the said grantee and its successors and assigns forever from the operation of said mortgage, the rights and easements hereinabove granted and assents to the grant thereof.

IN WITNESS WHEREOF, the undersigned hereunto sets his/her/their hand(s) and seal(s) this _____ day of _____, 20____.

Grantor: _____
Print Name

Grantor's Spouse _____
(If applicable) Print Name

Mortgagee: _____
Address _____

COMMONWEALTH OF MASSACHUSETTS

,ss.

On this ___ day of _____, 2____, before me, the undersigned notary public, personally appeared _____ (name of grantor (and spouse, if applicable)), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

(as partner for _____, a partnership)

(as _____ for _____, a corporation)

(as attorney in fact for _____, the principal)

(as _____ for _____, a/the _____)

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

,ss.

On this ___ day of _____, 2____, before me, the undersigned notary public, personally appeared _____ (name of signatory acting for mortgage), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

(as partner for _____, a partnership)

(as _____ for _____, a corporation)

(as attorney in fact for _____, the principal)

(as _____ for _____, a/the _____)

Notary Public

My Commission Expires:

