

LYNNFIELD PLANNING BOARD RULES AND REGULATIONS FORMS

(MAY 29, 2002)

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

APPLICATION FOR ENDORSEMENT OF PLAN BELIEVED NOT TO REQUIRE APPROVAL

(FORMA_97.doc)

ALL APPLICABLE SECTIONS MUST BE COMPLETED

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) _____	Land Court:
Date of Deed _____	Book _____ Certificate _____
Book _____, Page _____	Document No. _____

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

(Continued on Page 2)

(Form A Continued)

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 _____

Received by Town Clerk

Applicant's Signature _____ Date _____
Applicant's Address _____ Time _____
Signature _____

FORM B
APPLICATION FOR APPROVAL OF PRELIMINARY PLAN
(FORMC_97.doc)
ALL APPLICABLE SECTIONS MUST BE COMPLETED

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) _____	Land Court: _____
Date of Deed _____	Book _____ Certificate _____
Book _____, Page _____	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
APPLICATION FOR APPROVAL OF DEFINITIVE PLAN
(FORMC_97.doc)
ALL APPLICABLE SECTIONS MUST BE COMPLETED

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.

(Continued on Page 2)

(Form C Continued)

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.

9. The applicant agrees, at such time as requested by the Planning Board, to convey to the Town of Lynnfield title to all ways, easements and appurtenances lying within the ways, and shall further convey to the appropriate Water District title to all water mains, appurtenances, and easements shown on the approved subdivision plan.

10. The applicant further agrees to file security required to construct the ways and install all municipal services pursuant to M.G.L. Chapter 41 section 81U.

11. The applicant covenants and agrees with the Board as a condition of approval of the definitive plan not to convey any lot within the subdivision, nor to erect or place any building on any lot within the subdivision until the required improvements necessary to serve said subdivision have been approved by the Planning Board.

12. Applicant agrees that this application is not complete unless accompanied by an original definitive plan of the proposed, subdivision, written verifications, and approval from the required agencies, a designer's certificate, and the full filing fee.

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

Grantor(s) _____	Land Court: _____
Date of Deed _____	Book _____ Certificate _____
Book _____, Page _____	Document No. _____

Lynnfield Assessor 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 D

DESIGNER'S CERTIFICATE

Date _____

To the Planning Board of the Town of Lynnfield:

I hereby certify that the accompanying plan, entitled

_____ and dated _____, 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

PERFORMANCE BOND – SURETY COMPANY

KNOW ALL MEN 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 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 provision contained in the application signed by the principal 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 sum shall be paid to the town of Lynnfield as liquidated damage.

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.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day _____ of _____, 20_____.

Principal
(Print Name) _____
(Title) _____

Surety
(Print Name) _____

FORM F-1

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 of said sum in money or negotiable securities.

The condition of this obligation 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 for said sum shall become and be the sole property of said Town of Lynnfield as liquidated damage.

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

(Signature)

(Print Name)

(Address)

FORM F-2

ESCROW AGREEMENT

Re: _____

In consideration of the Lynnfield Planning Board waiving its Rules and Regulations relative to bonds and covenants and releasing from its covenant

Lots _____
shown on Definitive Plan _____,
Lynnfield, Mass., dated _____ by _____
_____, the sum of \$ _____ in
lieu of a bond in the same amount for the _____ Department for the
construction or installation of _____.

The estimated cost of the entire project is \$ _____.

We agree to disburse these funds only on written certificate from the Lynnfield Planning Board authorizing such disbursements. It is further agreed, if the work referred to above is not completed within two years after the date of this letter, the

_____ Bank will release to the Town of Lynnfield the
balance of such escrowed money for the purpose of completing the above referred to work
without recourse to the _____ Bank.

This agreement is subject to extension in writing upon the request of
_____ and the acceptance of same by the Lynnfield Planning
Board with the _____ Bank's consent.

_____ Bank
Date _____ Signed _____
Print Name _____
Title _____
Address _____

_____ hereby consents to the terms and conditions herein
contained and authorizes the _____ Bank
to escrow the amount set forth as provided above.

By _____
Print name _____

FORM G

CONDITIONAL APPROVAL CONTRACT

KNOWN ALL ME BY THESE PRESENTS

That whereas the undersigned has submitted 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 with requiring a performance bond,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the Lynnfield Planning Board approving said plan without requiring a performance bond, and in consideration of one dollar in hand paid, receipt thereof 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.
2. The undersigned represents and covenants that 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 and 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.

(Continued on Page 2)

(Form G Continued)

IN WITNESS WHEREOF the undersigned hereunto set hand and see this
_____ day of _____, 20____

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 Essex "South District" Deeds, 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 subordinate 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_____.

Signature _____

Print Name _____

Title _____

Address _____

COMMONWEALTH OF MASSACHUSETTS

_____, SS _____, 20_____

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her free act and deed, before me

Notary Public
My commission expires

FORM H-1

CONVEYANCE OF EASEMENTS AND UTILITIES

Of

_____ County, Massachusetts, for consideration paid, grant to the Water District, a municipal corporation in the Town of Lynnfield, Essex County, Massachusetts, with quitclaim covenants, the perpetual rights and easements 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 following described land:

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.

And I, husband/wife of said grantor hereby release to said grantee and its successors and assign forever, all rights of tenancy, dower and homestead by the curtesy and other interests herein.

For grantor's title, see deed from _____ dated, _____, and recorded in Essex "South District" Registry of Deeds, Book _____, Page _____

And _____, a bank corporation in _____ County, Massachusetts, 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 said grantee and its successors and assigns forever from the operation of said mortgage, the rights and easements hereinabove granted and assents thereto.

IN WITNESS WHERE OF we have hereunto set our hands

and seal this _____ day of _____, 20_____

(Continued on Page 2)

(Form H-1 Continued)

COMMONWEALTH OF MASSACHUSETTS

_____, SS _____, 20____

Then personally appeared the above named _____ and
acknowledge the foregoing to be his/her/their free act and deed, before me

Notary Public

My Commission Expires

FORM H-2

CONVEYANCE OF WAYS, EASEMENTS AND UTILITIES

Of

_____ County, Massachusetts, for consideration paid, grant to the Town of Lynnfield, Essex County, Massachusetts, with quitclaim covenants, al rights and title to the streets, ways and easements, together with all improvements and appurtenances which lie therein, except the improvements which have this day been deeded to the Water District in said Town, or which are privately owned by a private utility, shown on the Approved Plan of a subdivision entitled, _____, which Plan is recorded in Essex "South District" Registry of Deeds, Book _____, Page _____ .

And I husband/wife of said grantor hereby release to said grantee and its successors and assigns forever all rights, dower and homestead of tenancy by the curtesy and other interest therein.

For grantor's title, see deed from _____, Dated _____, _____, and recorded in Essex "South District" Registry of Deeds, Book _____, Page _____.

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 said Deeds, 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 thereto.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _____, 20_____.

COMMONWEALTH OF MASSACHUSETTS

_____, SS _____, 20_____

Then personally appeared the above named _____ And acknowledged the foregoing instrument to be his/her/their free act and deed, before me

Notary Public

My Commission Expires:

FORM Z
Street Lighting

Certificate of Compliance

I, (print name) _____

Representing _____

Installer of, or contractor for the installation of Street Lighting in the subdivision called

on street(s) (names) _____
consisting of _____ luminaries and _____ service(s), do hereby certify that the
above installation was made in accordance with the "Standard for Town Owned Street
Lighting" Issue D, dated January 22, 1999 excepting any permitted variances, copies of
which, signed by the Street Lighting Engineer, are attached.

Signed under the pains and penalties of perjury

This ____ day of _____, 20 ____

Signature _____ Office _____

Print Name _____

Address _____

Then personally appeared the above named _____

and stated that he/she is _____ of _____

Office

Corporation or Trust

and that the foregoing statements are true of his own knowledge.

Notary Public

My Commission Expires