

BOND

Bond No. _____

Issued to the Town of Methuen, by and through its Conservation Commission, issued by _____
_____, (Name of Company) _____, Attorney in Fact
_____, (if Corporate Officer, Name and Position)
_____, (Address) _____ (Telephone).

This AGREEMENT made this _____ day of _____, _____, by and between the Town of Methuen, a duly organized municipal corporation in the Commonwealth of Massachusetts, acting by and through its Conservation Commission (hereafter referred to as the Town), and _____ (hereafter referred to as the Applicant).

WITNESSETH:

WHEREAS, the Applicant has filed a Notice of Intent pursuant to the provisions of Chapter 12 of the Methuen Municipal Code and the Conservation Commission Rules and Regulations, dated _____; and

WHEREAS, the Conservation Commission has issued an Order of Conditions on said Notice of Intent dated _____; and

NOW, THEREFORE, in consideration of the promises and of the covenants hereinafter set forth, the parties agree as follows:

1. The Applicant shall, within the space of _____ years from the _____ day of _____, _____, complete all those conditions as specified in the above mentioned Order of Conditions on the premises located at _____ and as further shown on a certain plan entitled _____ and recorded at the North Essex Registry of Deeds as Plan No. _____; said land further being described in a deed of _____ dated _____ and recorded at the North Essex Registry of Deeds at Book _____, Page _____. Said completion of the Order of Conditions and other requirements to be to the satisfaction of the Conservation Commission.
2. The Applicant further covenants not to sell any lot or plot as described in the above mentioned plan and Order of Conditions, nor to request any Certificate of Occupancy, nor will any Certificate of Occupancy be granted by the Town to the Applicants, its successors or assigns, until the conditions as listed in the Order of Conditions are complied with. Provided, however, that the Applicant may, subject to the approval of the Commission, seek the release of such lots as may be, in the reasonable determination of the Commission, satisfactory for release.
3. The Applicant further covenants to, at the time of the executions of this Bond, deposit the sum of _____ Dollars (\$ _____), in cash or by certified check, in the name of the Town of Methuen solely, with the Town Treasurer of the Town to cover the estimated costs of completing the work as listed in the Order of Conditions. It being understood, however, that should the aforesaid deposit prove insufficient to cover the actual costs, the Applicant shall deposit such additional sum of sums as may be required by the Conservation Commission to cover the fair and reasonable costs of such requirements.
4. The Applicant further covenants to, at the time of the execution of this Bond, deposit and sum of \$ _____ Dollars, in cast or by verified check, with the Treasurer of the Town representing ten percent (10%) of the bond as provided for in Paragraph 3. Said deposit shall run to the benefit of the Town and be conditioned upon the faithful performance of the Order of Conditions, this Bond, the Wetlands Ordinance and the Conservation Commission rules and regulations.
5. Upon the completion of said improvements and complete fulfillment of all terms and conditions of this bond agreement and the presentation of proper evidence that the same have been fully and completely performed insofar as the making of said improvements is concerned, as witnessed by a Certificate of Compliance, the Applicant shall, thereafter, be entitled to return of all bond monies previously deposited, less any amounts previously seized under the terms of this bond agreement.
6. The bonds as aforementioned in Paragraph 3 and 4 may be seized as follows:
 - a. Paragraph 3 Bond
The Conservation Commission may seize the bond, as listed in Paragraph 3, upon the following terms and conditions, if, in the initial determination of the Conservation Commission, the Applicant is in violation of the Wetlands Ordinance, the Conservation Commission rules and regulations, the Order of Conditions, or the bond agreement in any of the following areas, those being: i) failure to complete all orders within the time limits of the Order of Conditions; ii) failure, on a sustained basis, to comply with sequential construction, engineering, construction and legal services.
 - b. Paragraph 4 Bond
The Conservation Commission may, upon a violation of the Wetlands Ordinance, the Conservation Commission rules and regulations, the Order of Conditions, or this Bond, seize a part or all of the bond as listed in paragraph 4, and the same seizure shall, when done, be considered penal in nature. Said seizure, however, shall not occur until the Conservation Commission shall have provided the Applicant with a reasonable opportunity to demonstrate that it has not violated any of the above rules, ordinances, or regulations.
7. In the event that the Conservation Commission seizes the Bond as provided for in Paragraph 3, then and upon that condition, the Applicant hereby grants to the Town and the Commission a right of access for said Town and Commission, or their employees, servants or agents, to enter upon the above described

premises and to take such action as may be necessary in the determination of the Commission and the Town to cure all previously existing violations and to further take such action as in necessary to bring said site into conformance and compliance with the Wetlands Ordinance, The Conservation Commission rules and regulations, the Order of Conditions, and this bond agreement.

- 8. The Applicant further agrees that if the bond as provided for in Paragraph 3 is seized, and any work is performed on the site, then it shall fully indemnify, save and hold harmless the Town, the Conservation Commission and any of its agents, servants, or employees, while the same are at or near the site and are in the performance of any work necessary to bring said site into conformance with the Wetlands Ordinance, the Conservation Commission rules and regulations, the Order of Conditions or this bond agreement. Said indemnification to include, but not be limited to, any damage to real or personal property of the Applicant, its agents, servants, or employees, any third person, the Town, its agents, servants or employees, and any other individual's property that may about said site.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year above mentioned.

METHUEN CONSERVATION COMMISSION

By: _____
Chairman

Member

Member

Member

Member

Member

Member

Applicant

By: _____

Surety

By: _____

Attorney-in-Fact

State _____
County _____

Then personally appeared _____, on behalf of the Methuen Conservation Commission and acknowledged the foregoing to be its free act and deed, before me.

Notary Public: _____

My Commission Expires: _____

State _____
County _____

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

Notary Public: _____

My Commission Expires: _____