

FORM J

TOWN OF NORTON MASSACHUSETTS

PERFORMANCE SECURED BY

BANK PASSBOOK

AGREEMENT made this date between the Town of Norton Massachusetts and _____
_____ hereinafter referred to as the "applicant" of _____, to secure the construction of ways and the
installation of municipal services in the subdivision of land shown on a plan entitled: _____ by:
_____ dated: _____, 19 ____ 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 Norton a Massachusetts Municipal
Corporation, acting through its Planning Board, in the sum of _____ dollars, and having secured this obligation by
depositing with the Treasurer of said Town of Norton, 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 Norton, 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. The Application for Approval of Definitive Plan (Form C)
2. The Subdivision Control Law and the Rules and Regulations Governing the Subdivision of Land in Norton Massachusetts.
3. The certificate of approval and the conditions of approval specified therein, issued by the Planning Board, dated _____
4. The definitive plan as approved and as qualified by the certificate of approval.
5. Other document(s) specifying construction to be completed namely:

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 _____, 19 ____, or such later date as
may be specified by vote of the Planning Board with a written concurrence of the applicant and the bank, the bank passbook shall
be returned to the applicant by the town and this agreement shall become void. In the event the applicant should fail to complete
the construction of ways and the 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 Norton to the extent of the reasonable cost to
the Town 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 said town.

The Town of Norton 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

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.

Any amendments to this agreement and/or 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 this the _____ day of _____, 19 ____

applicant

The Commonwealth of Massachusetts

Bristol ss. _____, 19 ____

Then personally appeared the above named persons aforesaid and acknowledged the foregoing instrument to be their free act and deed, before me,

Notary Public

My commission expires _____, 19 ____

authorized representative of the bank

The Commonwealth of Massachusetts

Bristol ss. _____, 19 ____

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

Notary Public

My commission expires _____, 19 ____

NORTON PLANNING BOARD

_____, Chairman

The Commonwealth of Massachusetts

Bristol ss. _____, 19 ____

Then personally appeared the above named members of the Norton Planning Board aforesaid and acknowledged the foregoing instrument to be the free act and deed, of The Norton Planning Board, before me,

Notary Public

My commission expires _____, 19 ____