

**THOMAS E. NEVE
ASSOCIATES, INC.**

March 11, 1996

Boxford Planning Board
28 Middleton Road
Boxford, MA 01921

Re: Definitive Subdivision Plan in Boxford prepared for
Harold W. & Stephanie J. Moody, III (Lots 2A & 2B Ipswich Road)

Dear Board Members:

We have circulated the Form F and Covenant for signatures regarding the above-referenced subdivision; find attached a copy for your review.

We expect to have the subdivision plans endorsed at your meeting of March 20, 1996. If you require any revisions to these documents please let us know prior to that meeting.

Very truly yours,

THOMAS E. NEVE ASSOCIATES, INC.

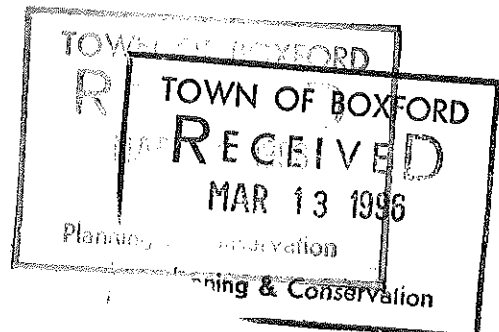
Thomas E. Neve
km

Thomas E. Neve, PE, PLS
President, CEO

TEN/km

Attachments

#1505 PELLETIE.WPS



• ENGINEERS •

447 Old Boston Road
(508) 887-8586

• LAND SURVEYORS •

U.S. Route #1

• LAND USE PLANNERS •

Topsfield, MA 01983
FAX (508) 887-3480

FORM F

PLANNING BOARD - TOWN OF BOXFORD, MASSACHUSETTS

DATE 2/21/96

SUBDIVISION NAME Definitive Subdivision Plan PLAN # 95-4
in Boxford, MA prepared for
Harold W. & Stephanie J. Moody, III
COVENANT (Lots 2A & 2B Ipswich Road)

Know all men by these present that whereas the undersigned has submitted an application dated Sept. 20, 1995 to the Boxford Planning Board for approval of a Definitive Plan of a certain subdivision entitled (See above) and dated 9/19/95 rev. 2/13/96 and has requested the Board to approve such plan without requiring a performance bond.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the Boxford Planning Board approving said plan without requiring a performance bond, and in consideration of one (1) dollar in hand paid, receipt whereof is hereby acknowledged, the undersigned covenants and agrees with the Town of Boxford as follows:

1. The undersigned will not sell any lot in the subdivision or erect or place any permanent building on any such lot until the construction of ways and municipal services necessary to serve adequately such lot has been completed in the manner specified in the aforesaid application, and in accordance with covenants, conditions, agreements, terms and provisions.
2. This agreement shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned.

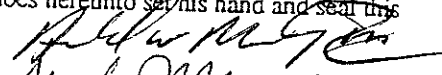
It is the intention of the undersigned and it is hereby understood and agreed that this contract shall constitute a covenant running with the land included in the aforesaid subdivision and shall operate as restrictions upon said land.

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.

3. The undersigned represents and covenants that undersigned is the owner* in fee simple of all the land included in the aforesaid subdivision and that there are no mortgages of record or otherwise on any of said land, except such as are described below and subordinated to this contract, and the present hold of said mortgages have assented to this contract prior to its execution by the undersigned.

*If there is more than one owner all must sign.


IN WITNESS WHEREOF the undersigned, applicant as aforesaid, does hereunto set his hand and seal this 21st day of February 19 96.

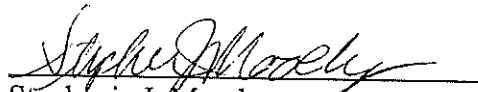

Owner(s) Stephanie J. Moody
if not Harold W. & Stephanie J. Moody
Applicant 67 Ipswich Road
Boxford, MA 01921

COVENANT

Harold W. & Stephanie J. Moody, III of 67 Ipswich Road, Boxford, Massachusetts, the owners of the lot of land in Boxford, Massachusetts, shown as Lot 2A Ipswich Road on a plan entitled "Definitive Subdivision Plan of Land in Boxford, Massachusetts, prepared for Harold W. & Stephanie J. Moody, III, dated 9/19/95, revised 2/13/96" by Thomas E. Neve Associates, Inc., 447 Boston Street, Topsfield, MA 01983, said plan recorded with the South Essex Registry of Deeds as Plan No. _____ in Book _____, hereby covenant and agree, for themselves, and their successors and assigns, that they shall be solely responsible for the construction and maintenance of a driveway shown on the aforementioned plan beginning on Ipswich Road and ending at the front line of Lot 2A. It is agreed that this Covenant shall run with the land and bind subsequent owners of the land. This Covenant is given in conformity with the Town of Boxford Planning Board's Conditions Applicable to the Approval of a Definitive Subdivision Plan for Harold W. & Stephanie J. Moody, III, Lots 2A & 2B Ipswich Road, Plan #95-4, particularly Condition #34 issued January 3, 1996.

For the title reference see Deed dated June 10, 1994 recorded in the South Essex Registry of Deeds Book 12615, Page 469.


Harold W. Moody, III

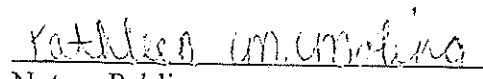

Stephanie J. Moody

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

Date: February 21, 1996

Then personally appeared the above named Harold W. & Stephanie J. Moody, III and acknowledged the foregoing to be their free act and deed, before me,


Notary Public
My Commission expires:

My Commission Expires _____, 1999

Description of Mortgages:

(Give complete names and Registry of Deeds reference)

Assents of Mortgagees:

COMMONWEALTH OF MASSACHUSETTS

Essex , ss Feb. 21 , 1996

Then personally appeared the above named Harold W. & Stephanie J. Moody, III and acknowledged the foregoing instrument to be his free act and deed, before me.

Kathleen M. Molina
Notary Public

My Commission expires:

My Commission Expires June 10, 1999

Received and Filed at Town Clerk's
Office, Boxford, Massachusetts
on 1.17.96. by ..

PLANNING BOARD
CONDITIONS APPLICABLE TO THE APPROVAL OF
A DEFINITIVE SUBDIVISION PLAN OF HAROLD W. & STEPHANIE J. MOODY, III
LOTS 2A & 2B IPSWICH ROAD
PLAN 95-4

Definitions

1. Developer shall mean Harold W. & Stephanie J. Moody, III, 67 Ipswich Road, Boxford, MA 01921.
2. The Board shall mean the Planning Board of the Town of Boxford, MA.
3. The Rules shall mean the Rules and Regulations Governing the Subdivision of Land in the Town of Boxford, MA, issued by said Board and as amended through April 17, 1991.
4. The Plans shall mean sheets one (1) through two (2) of the "Definitive Subdivision Plan of Harold W. & Stephanie J. Moody, III", prepared by Thomas E. Neve Associates, Inc. dated September 19, 1995, revised to December 15, 1995.

Conditions

Approval of the Plans by the Board is subject to the following conditions:

1. All work in the Subdivision shall be subject to the Rules unless specifically waived by the Board in conditions listed below. If there is a conflict between the Rules and the Plans, the Rules shall govern.
2. The Board shall establish a budget of \$1,000. for construction inspection services which the Developer shall pay into a Town of Boxford account prior to driveway construction. Inspections will reference Section 5.0 of the Rules and will take place per the Board's established "Subdivision Construction: Inspection and Control" schedule.
3. The Developer shall be required to record all Plans and documents required by the Board, including drainage, slope, trail, slope roadway and fire pond easements in forms acceptable to the Town Counsel, in the South Essex Registry of Deeds. The Developer shall further be required to provide the Board with certified copies of all such recorded Plans and documents within forty-five (45) days of their endorsement by the Board. Should the Developer fail to comply with any part of this provision, the Board reserves the right to retain an attorney to do so at the Developer's expense.

Ellen N. Maynard 01/03/96
Planning Board Clerk Date

4. Embankment, shoulders and ditches identified in the field as subject to erosion shall be stabilized as specified by the Board or its agent.
5. No soil, including gravel, shall be removed from the site except as provided in Section VII of the Boxford Zoning Bylaw.
6. On days when school is in session, gravel trucks and other bulk carriers shall not enter or exit the site except between the hours of 9:00 a.m. and 2:30 p.m. unless an alternate Plan is approved by the Board.
7. No building or structure shall be placed on any lot without the written approval of the Board of Health.
8. No signs, gates, lights, walls or related improvements shall be constructed within the road dedication without the approval of the Board.
9. The location of stump pits and borrow pits shall be shown on the Plans.
10. Immediately prior to clearing for driveway construction, the location of the pavement within the road dedication, and the extent of clearing shall be approved by the Board during a site visit. Under no circumstances shall clearing for driveway construction exceed what is necessary to construct the driveway surface, shoulders, drainage ditch (if required), and cut and fill slopes. If the Board authorizes the movement of the driveway centerline off the centerline of the driveway dedication to save specific trees, the trees to be saved will be permanently banded so that they can be observed during driveway construction.
11. The driveway curb radii at the intersection of the driveway and Ipswich Road shall be 30 feet.
12. No work shall commence within a Resource Area or Buffer Zone prior to receiving an Order of Conditions from the Conservation Commission.
13. The Developer shall notify the Board, in writing, of any changes to this Plan due to conditions imposed by other Town Boards or Commissions, or due to conditions encountered in the field.

Ellen M. Maynard 01/03/96
Planning Board Clerk Date

14. The Developer shall maintain the site during construction and the right-of-way in front of the property free of trash, that is paper cups, cans, bottles and other non-buildable debris, at all times.
15. The Developer shall maintain dust control on exposed areas.
16. Section 3.3.2.6 is waived as it pertains to one hundredth (1/100) of a mile markers on Ipswich Road.
17. Section 3.3.2.14 is waived as it pertains to existing and proposed profile grades of the new driveway.
18. Section 3.3.2.16 is waived as it pertains to preparing a separate utility plan since no drainage is being installed within the right-of-way.
19. Section 3.3.2.17 is waived as it pertains to drainage calculations since no drainage is being proposed.
20. Section 3.3.2.18 is waived as it pertains to location of new trees within the road dedication.
21. Section 3.3.2.20 is waived as it pertains to providing an Environmental Impact Statement.
22. Section 3.3.2.23 is waived as it pertains to providing a traffic study by a qualified engineer.
23. Section 3.3.4 is waived as it pertains to soil surveys and permeability tests.
24. Section 5.5 is waived as it pertains to sidewalks.
25. Section 5.7 is waived as it pertains to curbs.
26. Section 5.7.2 is waived as it pertains to bituminous concrete berm where profile grades exceed 2%.
27. Section 5.13 is waived as it pertains to street lights.
28. Section 5.14 is waived as it pertains to fire alarm system.

Ellen M. Maynard 01/03/96
Planning Board Clerk Date

29. The materials and specifications for the driveway construction shall meet the construction standards equal to those provided for public roadways in accordance with the Regulations. Said driveway shall be constructed with widths, depths and types of materials as shown on the driveway cross-section of Sheet 2.
30. The subdivision approval is for two (2) buildable lots as shown on the Plan Definitive Subdivision Plan for **Harold W. & Stephanie J. Moody, III** in Boxford, MA as dated September 19, 1995, and revised through December 15, 1995.
31. Should unforeseen underground hazards be encountered during construction, remediation will be in accordance with Federal, State and Local regulations.
32. The stone wall break, as discussed and voted on at the December 20 Planning Board meeting, shall be broken and the rocks will be utilized to restore and/or replicate wall where necessary.
33. The trees, as defined at the December 20 meeting of the Planning Board, shall be cut.
34. The construction of a full roadway is waived, contingent on the developer providing easements and a perpetual maintenance agreement on the privately constructed and maintained drive, in a form acceptable to Town Counsel.

Ellen M. Maynard 01/03/96

Planning Board Clerk

Date

Received and Filed at Town Clerk's
Office, Boxford, Massachusetts
on 1.17.96. by ..P.S. Skiff

**PLANNING BOARD
CONDITIONS APPLICABLE TO THE APPROVAL OF
A DEFINITIVE SUBDIVISION PLAN OF HAROLD W. & STEPHANIE J. MOODY, III
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Ellen N. Maynard 01/03/96
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Ellen V. Maynard 01/03/96
 Planning Board Clerk Date

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