

**PLANNING BOARD
TOWN OF PIERMONT, NEW HAMPSHIRE
PERFORMANCE BOND – SUBDIVISIONS**

(TO BE REQUIRED ON THIS FORM ONLY)

KNOW ALL MEN BY THESE PRESENT, that _____
(subdivider) of _____ (address) and
_____ (hereinafter called the "Obligor" is/are jointly and
severally held and firmly bound unto the TOWN OF PIERMONT (hereinafter
("Obligee") in the sum of _____
(\$ _____) lawful money of the United States, to be paid to the said Town of
Piermont for payment of such sum well and truly to be made, it/they bind(s)
itself/themselves, its/their heirs, executors, successors and assigns firmly by these
presents.

THE CONDITION of this obligation is such that, whereas the Obligor is required by the
Town of Piermont to complete certain improvements for the development of
_____ (name of subdivision) in the Town of Piermont as shown on the
development plan entitled _____ Project # _____ as
set forth in a Notice of Action of the Piermont Planning Board, a copy of which is
attached to this document and made a part hereof by reference (and including the
Statement of Responsibility with regard to drainage conditions, when applicable).

NOW THEREFORE, if the Obligor, on or before _____ (date three years
from the date of acknowledgement and acceptance of the Notice of Action), shall well,
truly and faithfully perform and complete the terms, conditions and improvements
described in the said Notice of Action, then this obligation will be void. Otherwise, it
shall remain in full force and effect.

This Performance Bond is given pursuant to New Hampshire RSA 674:36 and in
compliance with the Town of Piermont's Subdivision Regulations for the purpose of
providing for and securing to the Town of Piermont, the actual construction and
installation of the improvements as described in the Notice of Action within the period
specified above. It is hereby understood and agreed that in the event that any of the said
improvements are not completed within the term of this Bond, the Town shall declare this
Bond to be in default, and shall enforce it pursuant to Section 13.03(e) of the Piermont
Subdivision Regulations.

The amount of the Performance Bond may be increased to reflect higher construction
costs at the request of the Piermont Board of Selectmen, at which time the Obligor agrees
to execute and deliver an amended Performance Bond (and Letter of Credit/Escrow
Agreement) securing such Bond.

Except to the amount, such amended Performance Bond (and Letter of Credit/Escrow Agreements) shall have the same terms and conditions as the within Bond and existing Letter of Credit/Escrow Agreement. Upon partial completion of the improvements described in the attached Notice of Action, the security may be reduced by the Board of Selectmen in such amounts as it deems to be in the best interest of the Town, provided that the remaining security shall be sufficient to complete all remaining construction.

At such time, subject to the conditions set forth above, as the requirements of the Piermont Planning Board as set forth in said attached Notice of Action have been complied with, the provisions of this Bond shall be null and void, and the Town of Piermont shall provide written notice to the Issuer of the Letter of Credit/Escrow Agreement securing this Bond releasing such Issuer/Agent from all liability under such Letter of Credit/Escrow Agreement.

The undertaking of the Obligor contained herein shall be secured by delivering to the Town of Piermont an Irrevocable Letter of Credit/Escrow Agreement of _____ (bank/escrow agent) in the amount of _____ (\$ _____).

SIGNED this _____ day of _____ 20_____

_____ By _____

Witness
STATE OF NEW HAMPSHIRE
County of Grafton, ss

On this _____ day of _____ 20_____, before me, the undersigned officer, personally appeared _____ acknowledging himself/herself to be the _____ (officer) of _____ (corporation) and that he/she executed the foregoing instrument for the purposes therein contained.

Before me: _____
Notary Public
Justice of the Peace

_____ Notice of Action attached
_____ Letter of Credit/Escrow Agreement attached

Approved, Piermont Board of Selectmen _____

Approved, Piermont Town Counsel _____

TOWN OF PIERMONT, MEW HAMPSHIRE
ESCROW AGREEMENT
(TO PROVIDE SECURITY FOR PERFORMANCE BOND)

THIS Agreement made this day of 20 by and between

(thereinafter called Subdivider)
and

(hereinafter called Escrow Agent)

and

Town of Piermont
(hereinafter called Town)

WHEREAS the Piermont Planning Board has approved the subdivision of Subdivider and the Subdivider has delivered to the Town a Performance Bond to secure the construction of the Subdivision in accordance with the Planning Board's approval, and

WHEREAS the obligation of the Subdivider to the Town as set forth in said Performance Bond shall be secured by security which has been delivered to Escrow Agent to be held upon the terms and conditions as set forth herein, and

WHEREAS Escrow Agent has agreed and accepted to act as agent for both the Subdivider and the Town with regard to such Escrow Fund.

NOW THEREFORE, in consideration of the sum of One Dollar (1.00) receipt whereof is hereby acknowledged and the mutual undertakings of the parties as set forth herein, the parties agree as follows:

1. Receipt of Security: Escrow Agent acknowledges the receipt of the security to be held in escrow according to the terms and conditions as set forth herein, and as described on Appendix A attached and made a part of this Escrow Agreement.
2. Withdrawals: Escrow Agent agrees that no withdrawals shall be made from the Escrow Fund by the Escrow Agent and/or subdivider without the consent of the Town in writing to such withdrawal. In the event that the Town agrees to a reduction of the Escrow Fund, then withdrawal may be made by the Escrow Agent upon receipt, in writing of a request by the Town to pay to the Subdivider a portion of the Escrow Fund.
3. Termination of Escrow: The obligations of the Escrow Agent hereunder shall be terminated only upon the release of the Performance Bond by the Town in accordance with the Piermont Subdivision Regulations,
4. Escrow Agent's Obligation to Make Payment to the Town: The Escrow Agent shall make payment to the Town in accordance with a demand in writing from the Town signed by the Board of Selectmen ten (10) days after receipt of the demand on the condition that the Town's written demand contain a representation that the Subdivider has received a copy of the written demand on or before the date of receipt by the Escrow Agent.

5. Escrow Fund: The Escrow Agent represents that all necessary authority has been obtained from Subdivider so as to allow Escrow Agent to make payment according to the terms and conditions of this Escrow Agreement, and no other authority is required to place Escrow Agent in full ownership and control of the Escrow Fund.
6. Attorney's Fees to Prevailing Party: In the event of any litigation with regard to this Escrow Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees by the Court for legal expenses incurred relating to such litigation.

WITNESS the signature of the parties the day and year first above written.

Subdivider

Escrow Agent

TOWN OF PIERMONT
by Board of Selectmen

