

ADDENDUM C

NOTICE OF GUARANTY OF PERFORMANCE ASSURANCE

THIS ASSURANCE entered into by and between -----
hereinafter referred to as the DEVELOPER, and the **Town of Tuftonboro** and its **Planning Board**
in the County of Carroll and the State of New Hampshire, hereinafter collectively referred to as the
TOWN.

WHEREAS, the DEVELOPER intends to construct roadways and make various improvements and
perform other work, as set forth to be done and performed in accordance with a certain plan entitled
"Subdivision Plan, -----, dated ----- with revisions
through -----, by ----- Engineering Corporation", showing----- (xx) lots; and

WHEREAS, the TOWN requires the DEVELOPER to complete certain improvements or to post
sufficient surety in an amount acceptable to the TOWN, sufficient to insure completion of these
improvements, to standards as outlined in said plans, and the Town Subdivision Regulations; and

WHEREAS, the DEVELOPER is desirous of entering into this Assurance with the TOWN to
guarantee the performance of its obligations as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth,
the Parties agree as follows:

(1) The DEVELOPER hereby covenants and agrees that it will perform the obligations
and conditions as specified on the above referenced plans meaning and intending to include
all "Notes" thereon, subject to supervision and approval of a New Hampshire licensed civil
engineer.

All work is to be commenced and completed in a timely manner and to be subject to on-site
inspection and approval of the Town Board of Selectmen or its designated Engineer.

(2)(a) If the DEVELOPER fails to complete the improvements or to post adequate security,
no lots may be sold nor may any building permits be issued until all required improvements
have been completed and inspected, and certified as complete by the TOWN. Nothing
herein shall limit the DEVELOPER'S right to sell the entirety of the project; however,
successors and assigns of DEVELOPER shall be subject to the provisions of this Assurance
and must complete all required improvements or provide other security acceptable to
theTOWN, prior to the conveyance of individual lots. The Board of Selectmen and the
Planning Board may, upon receipt of certification that utilities and roads to an individual lot
are complete, release said lot from the lien of this Assurance so that it may be conveyed.
The TOWN agrees to accept the terms of said Assurance and the covenants of the
respective parties hereto as security for the performance, by the DEVELOPER of its
obligations hereunder.

(2)(b) In lieu of actually completing improvements as aforesaid, the DEVELOPER will cause
to be issued an Irrevocable Letter of Credit, Performance Bond, or other form of security
acceptable to the Town, under the terms of which a sum of money as may be required to
complete the obligations of DEVELOPER under this Assurance will be available.

(3) The Town agrees to inspect the construction and improvements installed by the
DEVELOPER, from time to time, upon request, and upon completion thereof and receipt of

written request so to do by the DEVELOPER. The Town's Engineer shall submit to the TOWN certification in the form of a Construction Observation Agreement and subsequent Field Reports that the roadways and utilities are complete and that they have been constructed in accordance with design plans submitted to the Planning Board and as approved by any applicable State agency.

(4) The Board of Selectmen and the Planning Board may, upon receipt of certification that utilities and roads to an individual lot are complete, release said lot from the lien of this Assurance so that it may be conveyed. The TOWN agrees to accept the terms of said Assurance and the covenants of the respective parties hereto as security for the performance, by the DEVELOPER of its obligations hereunder.

(5) In the event any phase of work contemplated by this Assurance fails to meet the standards agreed upon by the DEVELOPER and TOWN, the TOWN shall notify the DEVELOPER in writing of the fact, together with the action required to bring said improvements up to standards agreed upon, and shall allow the DEVELOPER a period of twenty-one (21) days or such extended period of time as the TOWN feels reasonably necessary to complete said work.

(6) If the DEVELOPER shall fully and faithfully perform all the work specified to be done and performed within the time prescribed, and any extension thereof, which may be granted by the TOWN, and in accordance with the plans, specifications, and conditions approved by the Planning Board and the ordinances and regulations of the TOWN, and if the DEVELOPER shall satisfy all claims and demands incurred in connection with said improvements and their work, and shall fully indemnify and save harmless the TOWN from all costs and damages which it may suffer by reason of its failure to do so, and shall reimburse and repay the TOWN all outlay and expenses, which the TOWN may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for, or performing labor, in the prosecution of any improvements or works, then this Notice of Guaranty of Performance Assurance shall terminate and be of no force or effect. The DEVELOPER'S obligations will cease upon the certification by the Town Board of Selectmen or its designated Engineer that all improvements have been completed as shown on the DEVELOPER's plans. Upon certification of completion, the TOWN agrees to cause to be recorded at the Carroll County Registry of Deeds a Release of Obligation under this Assurance.

(7) In the event the improvements or work contemplated by this Agreement herein are not completed by the DEVELOPER, or in the event the DEVELOPER shall not satisfy all claims and demands incurred in connection with said improvements and work as herein specified, and after notice in writing to the DEVELOPER advising of said default, the TOWN shall place a Notice of Default and Non-Compliance on record at the Carroll County Registry of Deeds. If the improvements have been secured by a Performance Bond, Letter of Credit or other form of security beyond this Assurance, the TOWN is hereby authorized to install said improvements or contract for their completion and pay for them as a charge against the said security. Furthermore, in the event the DEVELOPER shall not satisfy all claims and demands incurred in connection with said improvements and work as hereinbefore specified, the TOWN is hereby authorized to pay for the cost of said claims and demands as a charge against the security.

No action on the part of the TOWN to cure a default on the part of the DEVELOPER shall be construed as an act of acceptance of said improvement by the TOWN.

However, it is expressly understood by the Parties hereto that this Assurance is not intended for the benefit of any third party, including, but not limited to, contractors, subcontractors, or material men of the DEVELOPER, and its designed solely to protect the TOWN from any legal or equitable claim and all costs and expenses arising from the failure of the DEVELOPER to perform its obligations hereunder. This Assurance shall be binding on the DEVELOPER'S successors and assigns.

Dated at Tuftonboro, New Hampshire, this _____ day of _____, 20xx.

DEVELOPER

Witness

By: _____
Duly Authorized

TOWN OF TUFTONBORO

Witness

By: _____
Selectmen

Witness

By: _____
Selectmen

Witness

By: _____
Selectmen