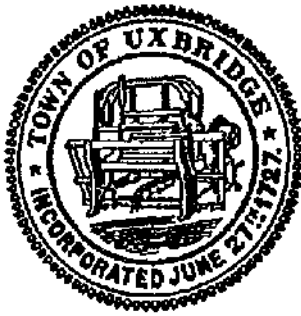


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Town of Uxbridge  
**Planning Board**  
 21 South Main Street  
 Uxbridge, MA 01569  
 (508) 278-8600, ext. 2013

Received by  
 Uxbridge  
 Town Clerk



Bk: 54335 Pg: 224

Page: 1 of 9 09/24/2015 10:09 AM W1

August 19, 2015

**TOWN OF UXBRIDGE, MASSACHUSETTS  
 CERTIFICATE OF APPROVAL  
 DEFINITIVE SUBDIVISION MODIFICATION**

**KETTLE HILL ESTATES  
 (PRIVATE ROAD IN PERPETUITY)**

Owner/Applicants: Kenneth & Louise Redding  
 Property Address: 442 Blackstone Street, Uxbridge, Massachusetts  
 Assessor's Map 31, Parcel 3497  
 Deed Book 6855, Page 135  
 Zoning District: Residence-C

Town Clerk  
 Town Hall  
 Town of Uxbridge, Massachusetts

**BACKGROUND:**

Following submittal of an application for approval of a Definitive Plan Latest revision dated July 20, 2015, it is hereby certified by the Planning Board of the Town of Uxbridge, Massachusetts, that at a duly called and properly posted meeting of said Planning Board, a public hearing was opened on August 12, 2015 and closed on August 19, 2015

The applicants and owners of record, Kenneth & Louise Redding, in accordance with the provisions of MGL Ch 41 s. 81, review of a Definitive Subdivision Modification Plan prepared by Andrews Survey & Engineering, Inc. dated July 20, 2015 located at 442 Blackstone Street and has four (4) proposed lots. Shown on the Uxbridge Assessor's Map 31, Parcel 3497 and recorded in the Worcester Registry of Deeds Book 6855, Book 135.

FILINGS upon which the decision is based:

- 1) Application for Definitive Subdivision Modification Plan, submitted July 22, 2015 and containing application forms, deeds and ownership data, fee schedule and associated submittal fees, a certified abutters list and a list of requested waivers.
- 2) Plans drawn by Andrews Survey & Engineering, Inc. P.O. Box 312, Uxbridge, MA 01569, dated July 20, 2015 and consisting of the following sheets:
  - a) Cover Sheet
  - b) Index Sheet
  - c) Definitive Subdivision Plans
  - d) Roadway Plan & Profile
  - e) Construction Details
- 3) Correspondence from:
  - a) Graves Engineering Review Letter dated August 7, 2015
  - b) Uxbridge DPW Superintendent Letter dated August 12, 2015
  - c) Uxbridge Fire Chief Letter dated July 22, 2015

**SUBJECT TO THE FOLLOWING CONDITIONS:**

Following review of all materials and testimony on August 12, 2015, **MOTION** by **Mr. Desruisseaux** and seconded by **Mr. Petrillo**, the motion carried unanimously to approve the Kettle Hill Estates Definitive Subdivision Modification Plan with the following conditions:

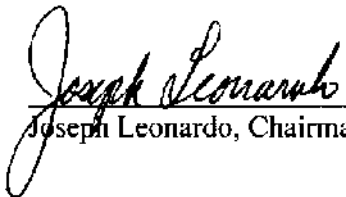
- 1) The applicant seeks various waivers from the requirements of the Subdivision Regulations. The waiver requests and the Board's votes thereon are reflected in Attachment #1 Waiver List.
- 2) The applicant has indicated that the roadway, right of way and all associated infrastructure shall remain privately owned and maintained. See **Attachment #2 Private Road Agreement**. There shall be no action to cause acceptance of such infrastructure. The applicant (or assignees) shall be responsible for maintenance of all ways and infrastructure within the subdivision in perpetuity. Said maintenance includes, but is not limited to, the removal of snow.
- 3) The contents of this Decision, including all waivers and conditions of approval, shall be shown on the plan prior to endorsement.
- 4) Plans shall be submitted for endorsement within sixty (60) days of the expiration of the twenty-day appeal period or within sixty (60) days after the entry of a final decree by the court sustaining the approval of the plan if appeal has been taken.
- 5) A covenant shall be required, pursuant to MGL 41. All conditions of approval shall be satisfied in full prior to any lot release for building, sale or occupancy.

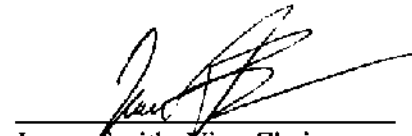
- 6) Within thirty (30) days following endorsement of the approved Plan, the applicant shall provide the Board with four (4) complete sets of said Plan, as finally approved.
- 7) Within six (6) months following endorsement of the approved plan, the applicant shall record with the Worcester County Registry of Deeds, and in the case of registered land, with the Recorder of the Land Court, a copy of said Plan and any covenants, and shall submit four copies of recorded plan(s) to the Board.
- 8) The developer will be held responsible for any regulatory traffic warning signs which may be needed after the development becomes occupied as required by the police department, or Board of Selectmen.
- 9) All street names shall be approved by the Board of Selectmen. Street name signs shall be posted prior to the clearing of trees and, or, actual start of work on this subdivision.
- 10) The applicant shall record (at the Registry of Deeds) a deed restriction prohibiting future expansion of the roadway. Prior to endorsement of the plan, the proposed easement language shall be submitted for review and deemed satisfactory to the town. The easement shall be recorded at the Registry of Deeds and contain margin or other references with this decision and the approved plan to ensure the "paper trail."
- 11) The existing decision, including reduced construction requirements, shall not be valid beyond the lots approved herein, and the roadway shall not be extended in distance or function.
- 12) The developer shall retain rights to any and all easements that may be needed for Town infrastructure. Such rights shall be assignable in easement form to the Town of Uxbridge on request.
- 13) All regulations and requirements of the Board of Health, Fire Department, Department of Public Works, Police Department and agencies shall be fully complied with.
- 14) The applicant will comply with the "Requirements for Digital Submission for Site or Subdivision Plans, ANRs or As-Built Drawings", including fee.
- 15) Copies of all recorded instruments, including this decision, deed restrictions, easements, etc shall be provided to the Planning Board, and deemed satisfactory to the Board for their stated purposes, prior to release of any covenant. Such materials shall include the book and page number where such documents(s) is/are on file at the Worcester District Registry of Deeds.
- 16) This project requires approval of several other departments and agencies, including the Uxbridge Conservation Commission. All other permits and approvals are incorporated herein.

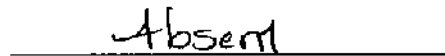
- 17) Siltation barrier of straw waddles or mulch socks along the downward gradient of the limits of construction of each lot to be installed prior to construction as highlighted on attached Plan (Drawing C-1.0) and maintained until grass is stabilized.

SAID DEFINITIVE SUBDIVISION APPROVAL IS GRANTED PURSUANT TO M.G.L. CHAPTER 41, SECTION 81K-81GG. APPEALS FROM THIS DECISION SHALL BE MADE PURSUANT TO MASSACHUSETTS GENERAL LAWS CHAPTER 41 SECTION 81BB.

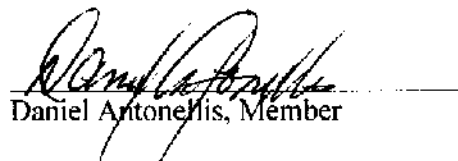
UXBRIDGE PLANNING BOARD:

  
Joseph Leonardo, Chairman

  
James Smith, Vice-Chairman

  
Barry Desruisseaux, Clerk

  
Peter Petrillo, Member

  
Daniel Antonellis, Member

August 19, 2015

Date

I hereby certify that twenty (20) days has elapsed from the date this decision was filed and no appeal has been filed in this office.

A true copy: ATTEST

 9/15/15  
Town Clerk/Assistant Town Clerk  
(Town Seal Affixed)

Attachment I  
Waiver List

Joseph Leonardo, Chair  
James Smith, Vice Chair  
Barry Desruisseaux, Clerk  
Daniel Antonellis, Member  
Peter Petrillo, Member



Uxbridge Town Hall  
21 South Main Street, Room 203  
Uxbridge, MA 01569  
508-278-8600 x2013 p  
508-278-0709 f

**TOWN OF UXBRIDGE  
PLANNING BOARD & DEPARTMENT**

**Kettle Hill Estates  
442 Blackstone Street  
Uxbridge, MA 01569**

**Received by  
Uxbridge  
Town Clerk  
SEP 24 '15 AM 8:42**

**Kettle Hill Estates  
Summary**

As you all know the original definitive subdivision for Kettle Hill Estates as a public road with 11 dwellings was approved in May 2012. The approval was appealed and the case was settled in September 2014. Subsequent to the settlement of the appeal, the Planning Board endorsed a set of mylar plans that were never recorded by the applicant at the Worcester District Registry of Deeds. Failure to record the plans was due to the pursuit of an alternative design of the subdivision. Thus, along with the modified 4-lot private road subdivision we need to endorse the original 11-lot subdivision mylars pursuant to MGL Ch. 41, Section 81X. The modified subdivision plan states that these plans modify and supersede the 11-lot subdivision plans.

## Attachment 1 Waiver List

In recognition of the public benefit to be gained as described, waiver from certain requirements of the Uxbridge Subdivision Rules and Regulations are allowed as follows:

1. Section 3.B.2.k. Waive the requirement for a formal layout of storm drainage, water supply and sewage disposal systems.
2. Section 4.A.3.a. Waive the requirement for grades of streets not being less than 0.75% nor more than 2.0%.
3. Section 4.A.3.c. Waive the requirement for points of intersection of any streets, having a leveling distance of not less than 80 (eighty) feet shall be provided at 90 (ninety) degrees to the street of intersection. This leveling distance shall have a grade of not less than 0.75% or more than 2.0%.
4. Section 4.A.4.a. Waive the requirement for a closed end with a turn-around having an outside roadway diameter of at least one hundred (100) feet and a property line diameter of at least one hundred twenty (120) feet, or such diameters as approved by the Planning Board.
5. Section 4.A.4.d. Waive the requirement for a 50' right of way to be provided for the future expansion of the roadway on a dead-end street.
6. Section 5.C. Waive the requirement for construction specifications for the construction of the Roadway.
7. Section 5.D. Waive the requirement for utility specifications in the construction of the Roadway.
8. Section 5.E. Waive the requirement for the installation of sidewalks.
9. Section 5.F. Waive the requirement for monuments to be placed at all street intersections and at all points of change in direction or curvature of the street.
10. Section 5.H. Waive the requirement for the Standard Cross Section.

The applicant is proposing to build a roadway that shall be private in perpetuity in which the residents will be responsible for the maintenance of the roadway, therefore, the Planning Board granted the above waivers.

SEP 24 '15 AM 8:44

Received by  
Uxbridge  
Town ClerkAttachment 2  
Private Road Maintenance Agreement**PRIVATE ROAD MAINTENANCE AGREEMENT**

An Agreement made this original date of August 19, 2015, applicable to the undersigned parcel owners and users,

**RECITALS**

**WHEREAS**, Kettle Hill Road is a private road situated in Uxbridge, MA

**WHEREAS**, the undersigned is the owners or users of the Roadway Property situated in Uxbridge, Massachusetts, commonly known as Kettle Hill Road, and described on a Definitive Subdivision Modification Plan, Kettle Hill Estates, a conventional subdivision in the Town of Uxbridge, Massachusetts prepared for Kenneth & Louise Redding, scale: 1" = 40', date: July 20, 2015.

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to Kettle Hill Road; and

**WHEREAS**, it is agreed that future parcel owners or users will add their signatures to this document;

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Vehicle and Pedestrian Access Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the Town Board to conduct semi-annual road reviews.

**2. Utility Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

**3. Trustee.** A Trustee shall be elected by a majority of the property owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Trustee shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

**4. Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Trustee, cost estimates will be provided.

Attachment 2 Continued  
Private Road Maintenance Agreement

and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

**5. Parking.** For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking of vehicles for limited periods of time (not to exceed twelve hours).

**6. Cost Sharing.** Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis among the parcel owners sharing access to the above mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. The Trustee shall provide the Town an updated copy of the cost allocations at any point that changes are made to the cost allocations.

**7. Prepayment.** Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each property owner. Annually, on or before a date as specified by the Trustee, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Trustee shall send each parcel owner a two week notice of the annual payments due.

**8. Snow Plowing.** The Private Road shall be sanded, salted and snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snow plow contractor.

**9. Checking Account.** The Trustee shall establish and maintain a bank checking account with a local bank, and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year end balance sheet, accounting for all funds received and disbursed.

**10. Emergency Repairs.** If the Town is made aware of emergency safety conditions on a Private Road, the Town will attempt to reach the Trustee and request that the necessary repairs be completed immediately. However, if the Town is not able to reach the Trustee, the Town has the authority to make emergency repairs as needed without further notification of the residents on the road. In such cases, the property owners will be notified after the repair of the cost and amount due from the residents, as well as the reasons for making the emergency repairs.



Attachment 2 Continued  
Private Road Maintenance Agreement

- 11. Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.
- 12. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
- 13. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners after approval by local Planning Board.
- 14. Enforcement.** This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.
- 15. Disputes.** If a dispute arises over any aspect of the improvements-maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.
- 16. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.
- 17. Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

Signed,

Kenneth & Lousie Redding

