

Town of Millville

FORM F
COVENANT

Date: _____ Millville, MA

KNOW ALL MEN by these present that the undersigned has submitted an application dated _____ to the Millville Planning Board for approval of a Definitive Plan of a subdivision of land.

Entitled: _____

Plan by: _____

And owned by: _____

Address: _____

Land Located: _____

and showing ____ proposed lots. The undersigned has requested the Planning Board to approve such plan without requiring a performance bond.

IN CONSIDERATION of said Planning Board of the Town of Millville in the County of Worcester approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the inhabitants of the Town of Millville as follows:

1. That the undersigned is the owner* in fee simple absolute of all the land included in the subdivision and that there are not mortgages or record or otherwise on any of the land, except for those described below and that the present holders 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. "Applicant" may be an owner or his agent or representative, or his assigns, but the owner of record must sign the covenant.

2. That the undersigned will not sell or convey any lot in the subdivision, or erect or place any permanent building on any lot until the construction of ways and installation of municipal services necessary to adequately serve such lots has been completed in accordance with the covenants, conditions, agreements, terms and provisions as specified in the following:
 - a. The application for approval of Definitive Plan (Form C)
 - b. The Subdivision Control Law and the Planning Board's Rules and Regulations governing this subdivision.
 - c. The certificate of approval and the conditions of approval specified therein, issued by the Planning Board dated_____.
 - d. The Definitive Plan as approved and as qualified by the certificate of approval.

e. Other document(s) specifying construction to be complete namely:

However, a mortgagee who acquires title to any lot by foreclosure or otherwise and any succeeding owner of any lot may sell or convey the lot, subject only to that portion of this covenant which provides that no lot shall be built upon until ways and services have been provided to serve such lot.

3. That this covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned and shall constitute a covenant running with the land included in the subdivision and shall operate as restrictions upon the land.
4. That particular lots within the subdivision shall be released from the foregoing conditions upon the recording of a certificate of performance executed by a majority of the Planning Board and enumerating the specific lots to be released.
5. That nothing herein shall be deemed to prohibit a conveyance to a single deed subject to this covenant, of either the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board.
6. That the undersigned agrees to record this covenant with the Worcester County Registry of Deeds, forthwith, or to pay the necessary recording fee to the said Planning Board in the event the Planning board shall record this agreement forthwith. Reference to this covenant shall be entered upon the definitive subdivision plan as approved.
7. A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the release of the covenant: but not later than three (3) years from the date of such deed, as provided in Section 81-U, Chapter 41, M.G.L.
8. That this covenant shall be executed before endorsement of approval of the definitive plan by the Planning Board and shall take effect upon the endorsement of approval.
9. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before _____ the Planning Board shall release this covenant by an appropriate instrument, duly acknowledged. Failure to complete construction and installation within the time specified herein or such later date as may be specified by vote of the Planning Board with a written concurrence of the applicant, may result in rescission of the approval of the plan by the Planning Board in accordance with and subject to the provisions of Massachusetts General Laws Ch. 41, Sec. 81W. Upon performance of this covenant with respect to any lot, the Planning board may release such lot from this covenant by an appropriate instrument duly recorded.

10. Nothing herein shall prohibit the applicant from varying the method of securing the construction of ways and installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods described in M.G.L., Chapter 41, Section 81U, as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation.

For title to the property, see deed from _____ dated _____, recorded in Worcester Registry of Deeds, Book _____, Page _____ or registered in _____ Land Registry as Document no. _____, and noted on Certificate of title no. _____, in Registration Book _____, Page _____.

The present holder of a mortgage upon the property is _____. The mortgage is dated _____ and recorded in Worcester Registry of Deeds, Book _____, Page _____, or Registered in _____ Land Registry of Deeds, Book _____, Page _____. The mortgagee agrees to hold the mortgage subject to the covenants set forth above and agrees that the covenants shall have the same status, force and effect as though executed and recorded before taking of the mortgage and further agrees that the mortgage shall be subordinate to the above covenant.

_____, Spouse of the undersigned applicant hereby agrees that such interest as I, We, may have in the premises shall be subject to the provisions of this covenant and insofar as is necessary releases all rights of tenancy by the dower or homestead and other interests therein.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ of _____, _____.

Owner

Chairman

Spouse of Owner

Vice Chairman

Mortgagee

Clerk

Acceptance by a majority of the Planning Board of Millville

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss _____

Date: _____

Then personally appeared before me the above named _____ and
acknowledged the foregoing instrument to be _____ free act and deed.

Signature of Notary Public

My commission expires: _____