

PLANNING BOARD
TOWN OF WILMINGTON, MASSACHUSETTS

DATE _____

SUBDIVISION NAME _____ PLAN # _____

FORM H

**COVENANT TO SECURE THE CONSTRUCTION OF WAYS AND
THE INSTALLATION OF MUNICIPAL SERVICES**

I, _____ with an address of _____,
having filed and submitted a definitive subdivision plan which has been approved by the Planning Board for the
Town of Wilmington, a municipal corporation located in Middlesex County, Massachusetts, said plan being entitled:
_____, dated
_____; Scale: _____; Owner _____,
_____, Engineer: _____,
which plan is to be recorded herewith, do hereby covenant and agree with the Planning Board of the Town of
Wilmington and its successors in office, pursuant to General Laws Chapter 41 Section 81-U, as amended, that:

1. _____ is the owner of the above land as shown on a deed
from _____ dated
_____ and recorded in Middlesex North Registry of Deeds Book
_____ Page _____. There are no mortgages or encumbrances of record or
otherwise other than shown on said Plan or as hereinafter specified.
2. This covenant shall run with the land and shall be binding upon the executors, administrators,
heirs, assigns and successors in interest and grantees of the record owner and other successors in
title to the premises as shown on said Plan.
3. The ways and services to serve any lot in said subdivision shall be installed and constructed within
one (1) year of the date of approval of the Plan by the Planning Board in accordance with said
Definitive Subdivision Plan and the plan and profile sheets designated as follows: (1) _____
and
(2) _____,
all of which are filed with the Town of Wilmington Planning Board and which are herein
incorporated by reference thereto; and said ways and services shall also be constructed in
accordance with the Rules and Regulations of the Wilmington Planning Board before any lot on
the aforesaid Plan may be built upon or conveyed other than by mortgage deed; provided,
however, that a mortgagee who acquires title to the premises by mortgage foreclosure or otherwise
and any succeeding owner of the premises or part thereof may sell any such lot subject to the
limitation that no such lot shall be built upon until such ways and services have been provided to
serve such lot, and provided further that nothing herein shall be deemed to prohibit a conveyance
by a single deed, subject to such covenant, of either the entire premises shown on said subdivision
plan or all off the lots shown on such plan that have not been previously released by the said
Planning Board.
4. Reference to this covenant shall be endorsed upon said plan and this covenant shall be duly
recorded at the Middlesex North District Registry of Deeds contemporaneously with the recording
of the aforementioned Plan.

5. It is understood and agreed that lots within said subdivision shall be released respectively from the foregoing covenant upon the recording of an instrument of release of such lot executed by a majority of the members of said Planning Board, or by any person authorized and designated to execute such instrument on behalf of the Planning Board, and enumerating the specific lot or lots being released.
6. It is understood and agreed that lots within said subdivision shall be respectively released from the foregoing covenant upon the receipt by the Planning Board of a proper bond or deposit of money, negotiable securities, the assignment of a bankbook deposit, or suitable third party agreement sufficient in the opinion of the Planning Board to secure performance of the construction of ways and the installation of municipal services required for lots in the subdivision shown on said Plan. It is understood and agreed that no security will be released, partially or fully, by the Planning Board until such time as the work required by the Planning Board is completed.
7. For valuable consideration, the receipt of which is hereby acknowledged, the said _____, does hereby give, grant, sell, transfer and deliver unto the said Town of Wilmington and its successors and assigns forever, all water, sewer and drain pipes, conduits, manholes, culverts and their appurtenances that have been constructed or installed in said _____ and in Drain and Utility Easements so described on said Plan, and all other easements as shown on said Plan. The title to water pipes, sewer and drain pipes, conduits, manholes, culverts and their appurtenances, however, shall not pass until such times, if ever, as the Town shall establish _____ as a town or public way and said _____ hereby covenants with the Town of Wilmington that the undersigned is the lawful owner of such property, that it is free from all encumbrances, and the undersigned has good right to sell and transfer such property as aforesaid and that the undersigned will warrant and defend the same against claims and demands of all persons.

For title reference see Middlesex North Registry of Deeds, Book _____ Page _____.

IN WITNESS WHEREOF the undersigned, applicant as aforesaid does hereunto set his hand and seal this _____ day of _____, 20____.

Signature

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex }ss.

On this ____Day of _____, 20____, before me, _____, the undersigned Notary Public, personally appeared _____ provided to me through satisfactory evidence of identity, which was/were _____, to be the person(s) whose name(s) is/are signed on this document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Signature Notary Public

My Commission Expires