



TOWN OF CHELMSFORD
PLANNING BOARD

Town of Chelmsford, Massachusetts

Form E Covenant (Public Way)

The undersigned _____ of _____, hereinafter called the “Covenantor”, having submitted to the Chelmsford Planning Board, application for approval of a Definitive Sub-Division entitled _____, dated _____ and last revised on _____ and designed by _____ of _____, Inc., hereby covenant and agree with said Planning Board and the successors in office of said Board, pursuant to Section 81-U, Chapter 41 G.L. as amended, that:

1. Except as otherwise expressly provided in Section 81-U of Chapter 41, General Laws, no lot included on such plan shall be built upon or conveyed until the work on the ground necessary to serve such lot has been completed in the manner specified by the Subdivision Rules and Regulations of the Town of Chelmsford, or a Performance Bond or other security, in lieu of completion has been accepted by the Planning Board, and in accordance with the covenants, conditions, agreements, terms and provisions contained in the following:
 - a.) Application for the Approval of Definitive Plan (Form C) signed by the Applicant and dated _____.
 - b.) The Definitive Plan as defined by the above Rules and Regulations and as qualified by the Certificate of Approval (Form D1) issued by the Chelmsford Planning Board and dated _____.
2. All public improvements secured by this covenant shall be completed within two years of the filing of the Certificate of Approval.
3. No Certificate of Use and Occupancy shall be applied for until streets serving the building in question have been surfaced with at least a two (2) inch binder course of bituminous concrete.

4. It is the intention of the Covenantor and it is hereby understood and agreed that this contract shall constitute a covenant running with the land included in aforesaid Subdivision and shall operate as restrictions upon said land, and shall be binding upon executors, administrators, devisees, heirs, assigns and successors in title to the premises.

It is understood and agreed that lots within the subdivision shall, respectively be released from the foregoing conditions upon the recording of a Certificate of Release (Form G) executed by a majority of said Planning Board and enumerating the specific lots to be released.

5. The Declarant shall cause this covenant to be recorded within the chain of title of the property prior to any work being performed on the site under the Subdivision Approval and a certified copy of the recorded covenant shall be filed with the Planning Board prior to issuance of any building permits on the premises.
6. The undersigned Covenantor represents and covenants the undersigned is the "owner" in fee simple of all the land included in the aforesaid subdivision and that there are no mortgages of record or otherwise on any said land, except such as are described below and subordinated to this contract, and the present holders of said mortgages have assented to his contract prior to its execution by the Covenantor.

In Witness whereof the undersigned, covenantor as aforesaid, does hereunto set his hand and seal this ____ day of _____ in the year _____.

Signature of Covenantor

Address of Covenantor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Date: _____

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

Notary Public

My Commission expires: _____

APPROVED BY THE CHELMSFORD PLANNING BOARD

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Date: _____

Then personally appeared _____, Clerk of the Chelmsford Planning Board, and acknowledged the foregoing instrument to be a free act and deed, before me.

Notary Public

My Commission expires: _____