

FORM D
COVENANT

Whereas _____

(Name of Owners(s))

(the Developer) has submitted
an application dated _____, 20____, to the Planning
Board of the Town of Bedford, a municipal corporation situated in
Middlesex County, Massachusetts, for approval of a definitive plan of a
certain subdivision entitled _____

by _____
dated _____, 20____, and has requested that the Planning
Board approve such plan without requiring a performance bond or other
surety;

Now therefore, in consideration of the Planning Board approving said
plan without requiring a performance bond or other surety, and in
consideration of one dollar in hand paid, receipt whereof is hereby
acknowledged, the Developer represents, covenants and agrees with the
Town pursuant to G.L c. 41, s 81U, as amended as follows:

1. The Developer is the owner in fee simple of all the land included in
the aforesaid subdivision and there are no mortgages of record or otherwise
on any of said land, except those described below and subordinate to this
Covenant, and the present holders of said mortgages have assented to this
Covenant prior to its execution by the Developer.

Description of Mortgages: _____

(Give complete names of mortgagees and registry of deeds reference to mortgage)

2. This Covenant shall run with the land included in the aforesaid subdivision and shall operate as a restriction upon said land.

3. The ways and municipal services required to serve the lots in said subdivision shall be installed and constructed as shown on the definitive plan and in accordance with the Rules and Regulations of the Planning Board of the Town, with such modifications or conditions, if any, as have been imposed by the Planning Board or the Board of Health of the Town as follows: (list conditions as contained in Certificate of Action)

before such lot may be built upon or conveyed other than by a mortgage deed; provided that a mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of such premises or part thereof may sell any such lot subject to the limitation that no lot shall be built upon until such ways and services have been provided to serve such lot; and provided further than nothing herein shall be deemed to prohibit a conveyance by a single deed, subject to this Covenant, of either the entire parcel of land shown on said subdivision plan or of all lots shown on such plan not previously released by the Planning Board to a single grantee.

4. The Covenantor shall complete to the satisfaction of the Planning Board the construction of ways and installation of municipal services on or before (date) _____; failure to do so shall result in

rescission of approval in accordance with G.L. chap. 41, Section 81W. Said rescission shall in no way release Covenantor from the agreements of Paragraphs 1, 2, and 3 above.

5. The covenantor hereby agrees to remain solely responsible for maintaining the access to released lots. This includes but is not limited to an acceptable snow removal and sanding program. This agreement will remain in effect unless otherwise changed by acceptance of the way by Town Meeting vote.

6. Reference to this Covenant shall be entered upon said plan and this Covenant shall be recorded when said plan is recorded.

7. Lots within the subdivision may be released from the foregoing conditions only upon the recording of a written release executed by a majority of the Planning Board and specifically enumerating the lots to be released thereunder.

8. This Covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the Developer.

Executed as a sealed instrument this _____ day of _____, 20_____.

(Signatures of individuals, trustees under a declaration of trust or corporate officers, thereunto duly authorized, as owner(s) or mortgagee(s), as applicable).

Owner(s)*

(Seal if applicable)

*If there is more than one
owner, all must sign

Assents of Mortgagee(s)
