



TOWN OF WEST SPRINGFIELD PLANNING BOARD

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Richard Werbiskis, AICP
Town Planner

FORM H

COVENANT

KNOW ALL MEN by these presents that the undersigned has submitted an application dated _____, to the West Springfield Planning Board for approval of a definitive plan of a subdivision of land entitled: _____,
plan by: _____,
dated: _____,
and owned by: _____,
address: _____,
land located: _____,
and showing _____ proposed lots. The undersigned has requested the Planning Board to approve such plan without requiring a monetary performance bond.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the West Springfield Planning Board, approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the Town of West Springfield, a municipal corporation in Hampden County Massachusetts 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 no mortgages of 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 covenant prior to its execution by the undersigned. Receipt of the recorded copies of the Subordination Agreements of all said mortgages must be filed with this Board before this covenant becomes effective.

*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 lot 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) of the West Springfield Subdivision Rules and Regulations.
 - 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 completed, namely:

However, a mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of the mortgaged premises or part thereof may sell or convey any lot, subject only to that portion of this covenant which provides that no lot be sold or conveyed or shall be built upon until 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 parcel of land shown on the subdivision plan or of all lots not previously released by the planning board. A deed of any part of the subdivision in violation hereof shall be voidable by the grantee prior to the release of the covenant but not later than three years from the date of such deed.

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 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 by 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 and all Subordination Agreements with the Hampden County Registry of Deeds, forthwith, or to pay the necessary recording fees to the said Planning Board in the event the Planning Board shall record this covenant and/or Subordination Agreements 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 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 and any necessary Subordination Agreement shall be executed before endorsement of approval of the definitive plan by the Planning Board and shall take effect upon the endorsement of approval. No endorsement shall be made on any plan until a certified copy of the recorded covenant and subordination agreement have been filed with the Planning Board.
9. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before two years from the date of Planning Board endorsement, 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, shall result in automatic rescission of the approval of the plan. 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 81-U, as long as such security is sufficient in the opinion of the Planning Board, applying good business practices, to secure performance of the obligation of the developer including but not limited to the construction and installation.

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

_____, 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.

Executed as a sealed instrument this _____ day of

_____, _____

Owner

Spouse of Owner

Mortgagee

Planning Board of West Springfield

PLANNING BOARD

Hampden County, ss _____, _____

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

Signature of Notary Public

My commission expires

PROPERTY OWNER

_____, ss _____, _____

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

Signature of Notary Public

My commission expires

MORTGAGEE

_____, SS _____, _____

On this _____ day of _____, _____, personally appeared before me the above named _____, who being by me duly sworn, did say that _____ is the _____ of _____; that said instrument was signed and sealed on behalf of _____; and _____ acknowledged said instrument to be the free act of and deed of _____.

Signature of Notary Public

My commission expires