

FORM E: STATUTORY COVENANT

Subdivision Name: _____

Hingham, MA

PLANNING BOARD

KNOW ALL MEN BY THESE PRESENTS that whereas _____, Inc. having its usual place of business at _____, Massachusetts, is the owner of land for which a petition was filed with the Hingham Planning Board (“Board”) for approval of a certain Definitive Subdivision Plan entitled _____: Plan dated _____, as revised through _____ and prepared by _____, and has requested the Board to approve such plan without requiring a performance bond, (see Plan # _____ of the year _____, Plymouth County Registry of Deeds, recorded herewith).

NOW, THEREFORE, WITNESSETH that in consideration of the Board’s approving said plan without requiring a performance bond, and in consideration of One Dollar in hand paid, receipt whereof is hereby acknowledged, the undersigned covenants and agrees with the Town of Hingham as follows:

- 1. This agreement shall run with the land and shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned. It is the intention of the undersigned and it is hereby understood and agreed that this Covenant shall constitute ad covenant running with the land included in the aforesaid subdivision and shall operate as restrictions upon said land.
2. The undersigned will not sell any lot in the subdivision or erect or place any permanent building on any such lot until the construction of ways and the installation of municipal services necessary to adequately serve such lot have been completed in the manner specified in the aforesaid application, and in accordance with the covenants, agreements, terms, conditions, and provisions thereof. It is understood and agreed that lots with the subdivision shall, respectively, be released from the foregoing conditions upon the recording of a certificate of performance executed by a majority of the Board and enumerating the specific lots so released.
3. The undersigned represents and covenants that it is the owner in fee simple of all of the land included in the aforesaid subdivision and that there are no mortgages of record or

otherwise on said land, except for the mortgages described below and subordinated to this Covenant and the present holders of said mortgages have assented to this Covenant. A Mortgagee who acquires title to the mortgaged premises or part thereof may sell any lot subject to the terms and conditions of this Covenant. The undersigned further represents that to the best of its knowledge and belief there are no liens or attachments or encumbrances of any nature save there hereinafter subordinated mortgages, any encumbrances appearing on a certificate of municipal liens issued by the Town of Hingham, and such easements as are related to the development of the subject property.

4. All drainage facilities and associated structures, including pipe, loaming, and seeding, shall be completed to the satisfaction of the Planning Board prior to the release of any lot or the issuance of any Certificate of Occupancy by the Building Inspector.
5. The construction of all ways and the installation of all municipal services shall be completed in accordance with the applicable Rules and Regulations of the Board within two years of endorsement of the plan unless an extension of time is granted by the Board. Failure to so complete without an extension of time shall automatically rescind approval of the plan.
6. No lot shall be released from the Statutory Covenant pursuant to G.L.c.41,s.81U and no Certificate of Occupancy shall be granted by the Building Inspector without first obtaining Board of Health approval for a sewage system on the lot. Copies of all approved septic design shall be submitted to the Planning Board for grading approval. If, in order to obtain a permit for an approved disposal system from the Board of Health, fill or grading is required to the extent that, in the opinion of the Planning Board, the drainage pattern would be adversely affected then the Planning Board may require an amended plan and revised drainage calculations.
7. Approval by the Planning Board of this Plan shall not be treated as, nor deemed to be, approval by the Board of Health for a permit for the construction and use on any lot of an individual sewage system. No building or structure shall be placed on any lot without the consent of the Board of Health.
8. This subdivision will be subject to a Conservation Commission Notice of Intent. Prior to release of any lots, the developer's engineer shall certify that the subdivision plan is consistent with the drainage design and plans as may be finally approved by the Hingham Conservation Commission or the Massachusetts Department of Environmental Quality Engineering as part of an Order of Conditions. Drainage, erosion and sedimentation and any other plans that may be finally approved by the Conservation Commission shall be made a part of this subdivision with a sequential identifying sheet number. If there is any inconsistency between the submitted Subdivision Plan and the plans as may be approved by the Conservation Commission, the applicant shall submit an amended plan to the Planning Board for approval. Said amended plan shall be accompanied by a letter setting

forth any and all changes from the submitted Subdivision Plan and shall include three (3) sets of revised drainage calculations, if applicable.

9. Lots _____ shall not be released from this agreement until each of the following have occurred:

- a. The undersigned has submitted to the Board proof that all easements have been filed with the Plymouth County Registry of Deeds.