COVENANT

Town of Wareham, Massachusetts

The undersigned, **A.D. Makepeace Co., Inc.**, a Massachusetts corporation with a mailing address at 158 Tihonet Road, Wareham, Massachusetts, 02571, has submitted an application on November 22, 2021, to the Town of Wareham Planning Board for approval of a definitive plan of a subdivision of land entitled: 140 Tihonet Road, Definitive Subdivision Plan, Wareham, Massachusetts, prepared by G.A.F. Engineering, Inc., dated: November 2, 2021, revised: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Plan**”), for land located at 140 Tihonet Road, Assessor’s Map 111, Lots 1000-F & 1000-H1 & 1000-H2 and showing three (3) proposed residential lots.

The undersigned has requested the Planning board to approve the Plan without requiring a performance bond.

IN CONSIDERATION of said Planning Board of Wareham in the County of Plymouth approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the Inhabitants of the Town of Wareham as follows:

1. That the undersigned is the owner in fee simple absolute of all the land included in the subdivision and shown on the Plan and that there are no mortgages of record or otherwise on any of the land.
2. That the undersigned acknowledges and agrees that the Planning Board has granted certain waivers from the requirements of the Town of Wareham Planning Board’s Rules and Regulations Governing the Subdivision of Land, as more specifically set forth in the Certificate of Approval, in exchange for the agreements set forth in this covenant.
3. That the subdivision way and the municipal services depicted on the Plan are not approved by for purposes of serving residential dwelling units or for any other use not specified in this covenant.
4. That, until such time as the Planning Board approve a modification to the Plan and the Certificate of Approval, the land shown on the Plan shall be used only for the following uses: agricultural uses, conservation, and/or the construction and operation of a solar energy generation project, and lawful uses accessory to the foregoing uses (including, but not limited to energy storage uses accessory to solar energy generation).
5. That the undersigned will not sell or convey any lot in the subdivision or erect or place any permanent building on any lot depicted on the Plan for any use (other than those specified above) 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 the Planning Board’s Rules and Regulations governing this subdivision.
6. 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 the land included in the subdivision and shall operate as restrictions upon the land.
7. That particular lots within the subdivision shall be released from the foregoing by the Planning Board upon the recording of a certificate of performance executed by a majority of the Planning Board and enumerating the specific lots to be so released.
8. 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.
9. That the undersigned agrees to record this covenant with the Plymouth County Registry of Deeds forthwith, or to pay the necessary recording fee to the said Planning Board in the event the Planning Board shall record this agreement. Reference to this covenant shall be entered upon the definitive subdivision plan as approved.
10. A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the 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.
11. That this covenant shall be executed before endorsement of approval of the definitive plan by the Planning Board and shall take effect upon the endorsement of approval.
12. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before \_\_\_\_\_\_\_\_\_the Planning Board shall release this convenant 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 convenant with respect to any lot, the Planning Board may release such lot from this convenant by an appropriate instrument duly recorded.
13. 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 to secure performance of the construction and installation.

For title to the property, see deeds recorded in Plymouth County Registry of

Deeds, Book , Page \_\_\_\_.

The present holder of a mortgage upon the property is None

IN WITNESS WHEREOF we have hereunto set our hands and seals this

of , 2021.

OWNER:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acceptance by the Planning Board of Wareham.