

COVENANT

October 26, 2023

KNOW ALL MEN by these presents that 550 King Street LLC, the “Applicant” and “Owner”, with an address of 290 Merrimack Street, Lawrence, Massachusetts 01843, Attn: Salvatore N. Lupoli, has submitted an application dated **August 22, 2023** to the Littleton Planning Board for a **Definitive Subdivision Plan, King Street Common Definitive Subdivision Plan, 550 King Street, Littleton, Massachusetts 01460**, (“**Definitive Subdivision Plan**”) showing twenty two (22) proposed lots in Littleton and the accompanying right-of-ways. The undersigned, Salvatore N. Lupoli, Manager of 550 King Street LLC, has requested the Planning Board to approve such plan without requiring a performance bond.

IN CONSIDERATION of said Planning Board of Littleton in the County of Middlesex approving said plan without requiring a performance bond, the undersigned hereby covenants and agrees with the inhabitants of Littleton as follows:

1. 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 contract prior to its execution by the undersigned.
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 MGL Chapter 41, Section 81O Definitive Subdivision subject to the Code of the Town of Littleton Chapter 249 Subdivision of Land Regulations.
 - b. The Subdivision Control Law and the Planning Board’s Rules and Regulations governing this subdivision.

- c. The Form C, Certificate of Decision on a Definitive Subdivision Plan, and the conditions specified therein, issued by the Planning Board dated **October 26, 2023** (collectively, the “Certificate of Action”).
- d. The Definitive Subdivision Plan as approved and as qualified by the Certificate of Action.

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.

- 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 the 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; and
- 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 Definitive Subdivision Plan or of all lots not previously released by the Planning Board.
- 6. That the undersigned agrees to record this covenant with the Middlesex South District 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 agreement forthwith. Reference to this covenant shall be entered upon the Definitive Subdivision Plan as approved.
- 7. A deed of any part of the subdivision to the undersigned, 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.
- 8. That this covenant shall be executed before endorsement of approval of the definitive plan by the Planning Board and shall take effect upon endorsement of approval.

9. Upon final completion of the construction of ways and installation of municipal services as specified herein, on or before ten (10) years from the date hereof, 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 the right of the Planning Board to vote to rescind the approval of the Subdivision 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 to secure performance of the construction and installation.

For title to the property, see deeds to 550 King Street LLC, dated September 15, 2021, recorded in the Middlesex South District Registry of Deeds herewith in Book 78707, Page 547 and dated May 27, 2022, recorded in the Middlesex South District Registry of Deeds herewith in Book 80208, Page 416.

The present holder of a mortgage upon a portion of the property is Northern Bank & Trust Company, a Massachusetts trust company having an address at 275 Mishawum Road, Woburn, Massachusetts 01801. The mortgage is dated September 15, 2021 and recorded in Middlesex South District Registry of Deeds, Book 7807, Page 556. The mortgagee agrees to hold the mortgage subject to the covenants set forth and agrees that the covenants shall have the same status, force and effect as though executed and recorded before the taking of the mortgage and further agrees that the mortgage shall be subordinate to the above covenant.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of October, 2023.

THE TOWN OF LITTLETON
PLANNING BOARD

Salvatore N. Lupoli, Manager
550 King Street LLC

By: _____
Mark Montanari

By: _____
Anna Hueston

By: _____
Bartlett Harvey

By: _____
Jeffrey Yates

Commonwealth of Massachusetts
County of Middlesex, SS.

Date:

On this day of October, 2023, before me, the undersigned Notary Public, personally appeared Salvatore N. Lupoli, Manager of 550 King Street LLC proved to me through satisfactory evidence of identity, which was _____ to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

Commonwealth of Massachusetts
County of Middlesex, SS.

Date:

On this day of October, 2023 , before me _____, the undersigned
Notary Public, personally appeared _____ proved to me through
satisfactory evidence of identity, which was _____ to be the person
whose name is signed on the preceding document and acknowledged to me that he/she
signed it voluntarily for its stated purpose as agent for the Littleton Planning Board.

Notary Public

My Commission Expires:

Agreed:

NORTHERN BANK & TRUST COMPANY,
a Massachusetts trust company,

By: _____

Commonwealth of Massachusetts
County of _____, SS.

Date:

On this _____ day of _____ 2023, before me, the undersigned notary public, personally appeared _____, as _____ of Northern Bank & Trust Company, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires _____
