

VALLIS WAY SUBDIVISION

SUPPLEMENTARY LAND USE RESTRICTIVE COVENANT, EASEMENT & AGREEMENT

Town of Lynnfield, Massachusetts

Planning Board

KNOW ALL MEN BY THESE PRESENTS that whereas, **LINDA C. VALLIS** an individual with an address of 109 Lowell Street, Lynnfield Massachusetts (“Owner”), is the owner of land described on **Exhibit “A”** attached hereto and incorporated herein by reference for which petition was filed and approved by the Lynnfield Planning Board (the “Board”) for a certain Definitive Subdivision Plan entitled, “Vallis Way, Lynnfield, Mass.” in Lynnfield, Massachusetts being recorded as _____ with the Essex County Southern District Registry of Deeds (hereinafter referred to as the “Plan”).

NOW, THEREFORE, WITNESSETH that in consideration of the Board approving said Plan without requiring a performance bond, and in consideration of **ONE DOLLAR AND 00/100 (\$1.00) DOLLAR** in hand paid, receipt whereof is hereby acknowledged, the undersigned covenants and agrees with the Town of Lynnfield (hereinafter referred to as the “Town”) 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.
2. It is the intention of the undersigned and it is hereby understood and agreed that this Restrictive Covenant, Easement & Agreement shall constitute a covenant running with all that portion of Lot 5 designated as the “Land Use Restriction Area” as shown on the plan prepared by Hayes Engineering, Inc., entitled “Sketch Plan Vallis Way, Lynnfield, Mass. Showing Land Use Restriction Area”: dated _____ 2022 attached hereto as Exhibit B (hereinafter referred to as the “Restricted Area”)~~the land shown as Lot 5 on the Plan~~ and shall operate as restrictions and requirements upon the “Restricted Area” said of Lot 5 and the owners thereof.
3. The ~~Restricted Area portion of Lot 5 on the Plan delineated as within the “Land Use Restriction Area”, as shown on the plan prepared by Hayes Engineering, Inc. entitled “Sketch Plan Vallis Way, Lynnfield, Mass. Showing Land Use Restriction Area” dated _____ 2022 attached hereto as Exhibit “B” (hereinafter the “Restricted Area”)~~, shall not be disturbed in any way whatsoever and shall remain in its current natural state during construction of the subdivision infrastructure and during the construction of the single- family dwellings within the Subdivision known as Vallis Way and thereafter in perpetuity unless approval to disturb the Restricted

Area is granted by the Board as contemplated hereafter. This requirement does not prevent the owner of Lot 5, from conveying or otherwise using Lot 5, so long as such conveyance or use does not disturb or compromise in any way whatsoever the Restricted Area.

4. This restriction does not prevent the owner of Lot 5 from performing the general maintenance as necessary to preserve the natural state of the Restricted Area upon recommendation of an arborist or other landscape professional and with the approval of the Board, or its agents and/or designees.
5. This restriction does not prevent the use of Lot 5 for general recreational purposes so long as said use does not compromise, alter, or destroy the natural state of the Restricted Area.
6. If at any time, in the opinion of the Board, in its sole discretion, there is a failure to comply with the terms of Paragraph(s) 3, 4 or 5 above, then the Board, or its agents and/or designees, in addition to claims for equitable relief, shall have an easement to enter upon the ~~portion Lot 5~~ Restricted Area where the violation is occurring and perform inspections, maintenance and/or replacement and/or restoration as they may deem appropriate in its sole discretion. In such an event, within thirty (30) days after notice from the Board, the owner of Lot 5 shall reimburse the Town of Lynnfield any funds so expended, including the cost of any labor and materials involved to the satisfaction of the Board, and including the imputed value of any Town of Lynnfield Department of Public Works labor involved, for which amount the said owner of Lot 5 shall be liable. The Town shall also have a cause of action in damages for such sums against the owner of Lot 5, as determined by the Board in its sole discretion, and in any such action shall be entitled to recover the reasonable value of its attorney's time and any expenses or costs incurred therein.
7. Owner hereby grants an easement to the Board and/or the Town of Lynnfield on, over and under ~~the Restricted Area~~ all of Lot 5 as shown on the Plan for the purposes of inspection, maintenance and/or replacement and/or restoration, of the Restricted Area, as they may deem appropriate in its sole discretion.
8. Notwithstanding any provisions set forth herein, the developer shall have the right to enter and slope and grade and construct any and all retaining walls, curbing, sidewalks and other structures and appurtenances as are required by the Planning Board in its final decision approving the subdivision.
9. This covenant, easement and agreement shall be recorded with the Essex County Southern District Registry of Deeds.

EXECUTED AS A SEALED INSTRUMENT THIS ____ DAY OF ~~JULY~~NOVEMBER, 2022.

Linda C. Vallis

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

~~July~~November 2022

On this the ____ day of ~~July~~November, 2022, before me, _____, the undersigned Notary Public, personally appeared Linda C. Vallis, as aforesaid, and proved to me through satisfactory evidence of identity, which was personal knowledge, to be the person whose name was signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

**TOWN OF LYNNFIELD ACCEPTANCE OF WILDWOOD STREET VALLIS
WAY SUBDIVISION SUPPLEMENTARY LAND USE RESTRICTIVE
COVENANT, EASEMENT & AGREEMENT**

I, Robert J. Dolan, hereby certify that I am the duly appointed Town Administrator of the Town of Lynnfield, Massachusetts (hereinafter referred to as the “Town”). Pursuant to applicable Bylaws and Rules and Regulations of the Town, the Town has accepted the attached Supplementary Restrictive Covenant, Easement & Agreement from Linda C. Vallis relating to a portion of Lot 5 on Plan entitled “Land Use Restriction Area”, as shown on the plan prepared by Hayes Engineering, Inc. entitled “Sketch Plan Vallis Way, Lynnfield, Mass. Showing Land Use Restriction Area” dated 2022_ attached hereto as Exhibit B-

Robert J. Dolan, Town Administrator

COMMONWEALTH OF MASSACHUSETTS

Essex, xx

On this the _____ day of JulyNovember, 2022, before me, _____, the undersigned Notary Public, personally appeared Robert J. Dolan, Town Administrator of the Town of Lynnfield, Massachusetts, as aforesaid, and proved to me through satisfactory evidence of identity, which was personal knowledge, to be the person whose name was signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

DRAFT