

See
B. 6622 P. 530

14
& 8 PLANS
SEE PL. B. 152
PL. 69

BK 6574 PG 760

See
B. 6713 P. 556 R.
Pl. Lot 53
B. 6915
P. 126

P. R.
Lot 39
B. 7042 P. 299

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS:

COVENANT

The undersigned, RONALD O. PEARSON and KATHLEEN KRIEDEL, hereinafter referred to as the "Covenantors", having submitted to the Planning Board for the Town of Newbury a Definitive Plan of a subdivision entitled, "Highfields Subdivision", Ronald O. Pearson and Kathleen Kriegel, Owners, Port Engineering Associates, Inc., Surveyors, dated August 1978, do hereby covenant with the said Planning Board and its successors in office, pursuant to Massachusetts General Laws, Chapter 41, Section 81U, as amended, that:

1. The Covenantors are the owners in fee simple of all land in the aforesaid subdivision. There are no mortgages or encumbrances of record on any of said land except a first mortgage to the Newburyport Five Cents Savings Bank on land owned by Ronald O. Pearson and a first mortgage to the Provident Institution for Savings in the Towns of Salisbury and Amesbury on land owned by Kathleen Kriegel and a second mortgage to Edith Greenleaf over the entire premises.

2. This Covenant shall run with the land and be binding upon the executors, administrators, heirs and assigns of the Covenantors and their successors in title to the premises shown on said Plan. Lots 1 through 5, inclusive, shall not be subject to this Covenant inasmuch as they have frontage on Orchard Street, an accepted way.

3. The construction and installation of roadways and drainage shall be provided to serve every lot in the subdivision, in accordance with the approved Definitive Plan and the applicable rules and regulations of the Newbury Planning Board before any lots may be released for occupancy. Nothing contained herein shall preclude the mortgaging of said lots.

4. Subject to acceptance by the Town of Newbury upon completion of all necessary road construction and drainage, the Covenantors agree to convey to the Town of Newbury, in fee simple, all streets and drainage easements within the limits of the subdivision. The white pine trees lining the existing driveway and forming an avenue along the single lane access road from Orchard Street into the subdivision, shall be preserved for the remainder of their natural existence. The provision of this clause relating to trees shall survive the conveyance to the Town of said way upon acceptance by the Town.

5. The Covenantor, Ronald O. Pearson, only, further agrees to convey to the Town of Newbury, in fee simple, subject to acceptance by the Town of Newbury, within a period of two (2) years from the date of the next Annual Town Meeting, Lots 18 ~~as shown~~ as shown on said Definitive Subdivision Plan.

6. The Covenantors agree to combine four (4) of the lots as shown on the Definitive Plan with lots contiguous thereto, such combinations to be made in whole or in part. The Covenantors agree to designate which four (4) lots shall be so combined by filing a written statement with the Essex South District Registry of Deeds no later than June 30, 1979. Lots 27, 28, 29, 30 shall not be further subdivided. ~~by KAK RSP PL~~ ~~CRW RSP PL~~ ~~CRW RSP PL~~

In the event such designation is not filed by the Covenantors as set forth above, Lots 29, 30, 34, and 38 shall be deemed to be the designated lots.

7. Commencing with the acceptance of the roadways and utilities by the Town of Newbury and for a period of five (5) years thereafter, the Town of Newbury shall be permitted to enter upon the premises to monitor the proposed retention pond and associated drainage, earth retention dike and other drainage systems within the subdivision. The Covenantor, Ronald O. Pearson, only, his heirs, successors and assigns, agrees to modify any of the aforesaid systems as shall be reasonably required by the Town of Newbury Planning Board

9a. The Town of Newbury may assess the owners of lots within the provisions of this covenant for the purpose of recovering costs of snow removal as may be incurred in maintaining the emergency way from the property line over land currently of the Commonwealth of Massachusetts to the terminus of Fruit Street. *W.R.P., C.W.*

at his own expense during the said five (5) year period.

8. In order to ensure that all work performed is in accordance with the approved Plan and agreed conditions as set forth in the within Covenants, the Planning Board shall appoint a Clerk to inspect any construction or installation upon twenty-four (24) hours notice. Reasonable fees for the inspection shall be the exclusive expense of the Covenantor, Ronald O. Pearson, and inspections shall be made as outlined on the attached Inspection Form.

9. The Covenantor, Ronald O. Pearson, agrees to construct an emergency access way connecting with a similar way currently existing over land of the Commonwealth of Massachusetts and crossing Lot 37 to connect with the driveway to be constructed on Lot 38, which said lot Ronald O. Pearson intends to use for the construction of his personal residence. The Covenantor, Ronald O. Pearson, his heirs, successors and assigns, shall be responsible for the maintenance of said emergency access way over Lot 37, and his private driveway in a condition suitable for passage of emergency vehicles and equipment; Ronald O. Pearson, and his successors in title, may place a gate or otherwise secure said emergency way in such manner to ensure his privacy; however, a means to provide access to said way shall be made available at all times to the Police and Fire Departments of the Town of Newbury.

10. Nothing herein shall be deemed to prohibit the conveyance subject to this Covenant, by a single deed to the entire parcel of land shown on the subdivision Plan, or of any or all remaining lots not previously released by the Planning Board.

11. It is understood and agreed that lots within the subdivision shall, respectively, be released from the foregoing Covenant upon the recording of a Certificate of Performance executed by a majority of the Planning Board of the Town of Newbury and enumerating the specific lots to be so released.

12. This Covenant shall take effect upon approval of said Plan.

13. Reference to this Covenant shall be entered upon said Plan and this Covenant shall be recorded with said Plan when said Plan is recorded at the said Essex South District Registry of Deeds.

14. The Covenantors agree to execute, in proper form for recording and to record with the within Covenant, Restrictive Covenants as have been finally submitted to the Planning Board of the Town of Newbury.

15. Invalidity of any one of these covenants by judgment or court order shall in no manner effect any of the other provisions herein, which shall remain in full force and effect.

16. In the event the Town of Newbury elects not to accept Lots 10 and 53, said lots shall be dedicated to conservation use under the provisions of Massachusetts General Laws, Chapter 184, Section 31.

IN WITNESS WHEREOF, the undersigned hereto set their hands and seals this

2nd day of *February*, 1979.

TOWN OF NEWBURY PLANNING BOARD

Richard O. Pearson
John D. O'Neil
R. Barbara Fectory
Charles R. W. Allen

Ronald O. Pearson
RONALD O. PEARSON
Kathleen A. Krieger
KATHLEEN A. KRIEGER
Witness to Planning Board
Earl J. McCall
Witness to Ronald O. Pearson and Kathleen A. Krieger