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## COMMONWEALTH OF MASSACHUSETTS

## TOWN OF SHIRLEY

PRIVATE WAY AGREEMENT AND COVENANT RELATIVE TO ACCESS ROADWAYS  
"LONGLEY TRACE CONDOMINIUM", SHIRLEY, MASSACHUSETTS

This Covenant made this 18<sup>th</sup> day of September, 2000, by Hayes Development Corp., a Massachusetts Corporation having a principal place of business at 54 Junction Square Drive, Concord, Massachusetts, and Stanley N. McNiff of Shirley, Massachusetts, Trustee of Longley Trace Condominium under Declaration of Trust dated November 15, 1994, recorded with Middlesex South District Registry of Deeds in Book 25000, Page 586, with a mailing address of 11 Longley Road, Shirley, Massachusetts (hereinafter referred to as the "GRANTOR"), with and for the benefit of the Town of Shirley, a Massachusetts municipal corporation situated in Middlesex County (hereinafter called the "TOWN").

## WITNESSETH THAT:

WHEREAS, the GRANTOR is the present owner of land in Shirley, Middlesex County, Massachusetts, described in a deed of Jerome L. Benson, Trustee of LeMac Realty Trust under Declaration of Trust dated September 27, 1991, recorded with Middlesex South District Registry of Deeds in Book 21450, Page 250, holder of a two-thirds (2/3) undivided interest, and James McNiff, holder of a one-third (1/3) undivided interest, dated October 5, 1999, recorded on October 6, 1999 with Middlesex South District Registry of Deeds as Instrument No. 973, (hereinafter, the "Land"); and

WHEREAS, the Shirley Planning Board (hereinafter called the "BOARD") has issued a Special Permit for development of said land in Shirley pursuant to provisions of Section 4.2 of the 1985 revised Protective Zoning By-law, as amended, (the "Zoning By-law"); and

WHEREAS, said Special Permit of the BOARD requires the execution, delivery and recording of this Private Way Agreement; and

WHEREAS, the BOARD has approved the access roadways shown on plans filed with the Board for the construction of municipal services and improvements on the condition that the GRANTOR, its successors and assigns covenant that they remain private ways in perpetuity, and that they be maintained by the GRANTOR, its successors and assigns in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The GRANTOR, its successors and assigns, shall perform all acts necessary to maintain, at its sole expense, the access roadways servicing the Land as private ways in perpetuity. Without limiting the generality of the foregoing, the organization of Unit Owners shall be responsible for the maintenance and repair of the road, drives, culverts, turnarounds, parking areas, sidewalks, drainage systems, septic disposal systems and other common improvements, or any part thereof, for the periodic clearing of snow and for the maintenance and clearing of sightlines.

19.00

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2. It is hereby understood and agreed that this private way covenant shall be a perpetual restriction that will run with the land described herein.

3. The Town has the right, but not the obligation, to enforce the Private Way Agreement, with all costs of enforcement, including attorneys' fees, to be paid by the GRANTOR and its successors and assigns.

EXECUTED as a sealed instrument this 8<sup>th</sup> day of Sept, 2000.

HAYES DEVELOPMENT CORP.

Stanley N. McNiff,  
Trustee as Aforesaid

by:

Richard C. Hayes,  
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

Sept 16, 2000

Then personally appeared Richard C. Hayes, known to me, and acknowledged that he is President and Treasurer of Hayes Development Corp., with full power and authority to execute the foregoing instrument on behalf of Hayes Development Corp., and did so of his own free act and deed;

J. Michelle McCue  
Notary Public, J. Michelle McCue

My Comm. Expires: January 21, 2003

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

Sept 15, 2000

Then personally appeared the above named Stanley N. McNiff, Trustee as aforesaid and did acknowledge the foregoing instrument to be his free act and deed as Trustee before me;

Peter P. King  
Notary Public,

My Comm. Expires: 8/20/2004