



# **TOWN OF SEEKONK PLANNING BOARD**

**100 PECK STREET, SEEKONK, MA 02771  
1-508-336-2961**

## **COVENANT AGREEMENT**

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Plat No.: \_\_\_\_\_ Lot No.: \_\_\_\_\_ Subdivision Name: \_\_\_\_\_

**Original Covenant Form - attached below**

Please note: Only Planning Board signature must be notarized.

**Application fee: \$125 Ck#\_\_\_\_\_**

**Construction Cost Estimate** - For establishing covenant agreements and covenant releases; completed by the Applicant, reviewed by inspecting engineer, and approved by the Planning Board

**Inspection Fees check Ck#\_\_\_\_\_**

For establishing covenant agreements only: Amount determined by inspecting engineer (payable to Town of Seekonk); To be deposited in special 53G account, as authorized by MGL Ch. 44, Sec 53G

**W-9 Form (available from Town Treasurer)**

For establishing covenant agreements only; required for establishing special 53G account



## **TOWN OF SEEKONK PLANNING BOARD**

### **COVENANT AGREEMENT**

THE UNDERSIGNED \_\_\_\_\_  
Print name(s)  
of \_\_\_\_\_  
(Street Address) (City) (State) (County)

Herein after called the "Covenantor", having submitted to the Seekonk Planning Board, a Definitive Plan of a subdivision entitled:

\_\_\_\_\_  
Dated: \_\_\_\_\_ Prepared by: \_\_\_\_\_

does hereby covenant and agree with said Planning Board and the successors in office of said Board, pursuant to the General Law, Chapter 41, Section 81-U as amended that:

1. The covenantor is the owner of record of the premises shown on said Plan;
2. This covenant shall run with the land and be binding upon the executors, administrators, heirs, assigns of the covenantor, and their successors in title to the premises shown on said Plan;
3. The construction of streets and ways and the installation of utility services and improvements shall be provided to serve any lot in accordance with the applicable Subdivision Rules and Regulations of said Planning Board before such lot may be built upon or conveyed, other than by mortgage deed; provided that 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 any such lot, subject only to that portion of this covenant which provides that no lot so sold shall be built upon until such streets, ways, services and improvements have been provided to serve such lot;
4. The construction of all ways and the installation of all municipal services shall be completed in accordance with the applicable rules and regulations of the Planning Board within \_\_\_\_\_ months from the date said plan is approved.
5. Nothing herein shall be deemed to prohibit a conveyance subject to this covenant by a single deed of the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board without first providing such streets, ways, services and improvements;
6. This covenant shall take effect upon the endorsement of said Plan;

7. Reference to this covenant shall be entered upon said Plan and this covenant shall be recorded when said Plan is recorded.
8. (Optional) The said subdivision plan is subject to a performance bond, in the sum of \$ \_\_\_\_\_ to secure the installation of municipal services and other conditions of said plan, and as stated therein.

EXECUTED as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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**Planning Board Clerk**

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**Covenantor**

**COMMONWEALTH OF MASSACHUSETTS**

Bristol, ss. \_\_\_\_\_, 20\_\_\_\_

Then personally appeared \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ free act and deed, before me.

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Notary Public

My commission expires: \_\_\_\_\_