# FORM H

# COVENANT Agreement

KNOW ALL PERSONS by these presents that the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Applicant”) has submitted an application dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Swampscott Planning Board for approval of the Definitive Plan of a subdivision of land entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for land that is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Swampscott, Massachusetts, shown on Assessor’s Map \_\_\_\_, Parcel(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, described in deeds recorded with the Southern Essex District Registry of Deeds in Book \_\_\_\_\_\_\_\_\_, Page \_\_\_\_\_\_\_\_\_\_, and which depicts a \_\_\_\_ unit lot subdivision (“the Plan”).

The Applicant has requested the Planning Board to endorse the Plan and accept a Covenant as the form of surety under G.L. c.41, §81U, ¶7(3) to secure construction of the ways and installation of municipal services as shown on the Plan.

IN CONSIDERATION of the Swampscott Planning Board (the “Board”) approving and endorsing the Plan, the Applicant hereby covenants and agrees with the inhabitants of the Town of Swampscott, acting by and through its Planning Board, as follows:

1. The Applicant will become the owner in fee simple absolute of all the land included in the subdivision and shown on the Plan.
2. There are no mortgages of record or otherwise on any of the land included in the subdivision and shown on the Plan, and that the present holders of said mortgages, if any, have assented to this Covenant prior to its execution by the Applicant.
3. The Applicant 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 have been completed in accordance with this Covenant and the conditions, agreements, terms and provisions as specified in the following documents:
   1. The application for the approval of Definitive Plan as described above;
   2. The Subdivision Control Law, G.L. c.41, §§81k-81GG and the Board's Subdivision Rules and Regulations;
   3. The Certificate of Approval and Decision, including all conditions of approval issued by the Board;
   4. The Definitive Plan as approved and qualified by the Board’s Certificate of Approval and Decision.
4. This Covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the Applicant and shall constitute a covenant running with the land included in the subdivision shown on the Plan and shall operate as restrictions on the land.
5. A mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of the premises or part thereof may sell or convey any lot in the subdivision shown on the Plan, subject to the restrictions set forth herein; including that no such lot shall be built upon until such ways and services have been provided to serve such lot.
6. Particular lots within the subdivision shown on the Plan shall be released from the foregoing conditions upon the recording of a certificate of performance duly executed by a majority of the Board and enumerating the specific lots to be released.
7. 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 subdivision Plan or of all lots not previously released by the Board.
8. The Applicant agrees to record this Covenant with the Southern Essex District Registry of Deeds, forthwith and submit evidence of recording to the Board before the endorsed Plan is released by the Board to the Applicant.
9. A deed of any part of the subdivision in violation of this 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 G.L. c. 41, §81U, ¶7(3).
10. This Covenant shall be executed before endorsement of approval of the Definitive Plan by the Board and shall take effect upon the endorsement of approval.
11. Upon final completion of the construction of ways and installation of municipal services satisfactory to the Board as specified herein, on or before three years from the endorsement of the Plan, which is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the 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 majority vote of the Board with the written concurrence of the Applicant, shall result in automatic rescission of the approval of the Plan.
12. Upon performance of the Covenant with respect to any particular lot, the Board may release such lot from this Covenant by an appropriate instrument duly acknowledged and recorded.

For title to the property, see deed recorded in Southern Essex District Registry of Deeds, Book \_\_\_\_\_\_, Page \_\_\_\_\_\_.

IN WITNESS WHEREOF the undersigned, Applicant as aforesaid, does hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
APPLICANT OWNER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
APPLICANT ADDRESS OWNER ADDRESS

EXECUTED as sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_\_\_.

SWAMPSCOTT PLANNING BOARD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

ESSEX COUNTY, SS. DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_

Then personally appeared before me the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_, who identified himself to me, and, after being duly sworn, acknowledged that the above action was his/her free act and deed on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Notary Public

My commission expires: