



TOWN OF SEEKONK PLANNING BOARD

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

STATUTORY COVENANT APPLICATION

Date: _____ Subdivision Name: _____

Applicant Name _____ Phone No. _____

Address _____

Plat No. _____ Lot No. _____

Original Covenant Form – attached below

Please note: Only Planning Board signature must be notarized.

Application fee Ck# _____

Please note: \$125 application fee payable to the Town of Seekonk

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



STATUTORY COVENANT

(name of Subdivision)

TOWN OF SEEKONK, MASSACHUSETTS PLANNING BOARD

KNOW ALL MEN BY THESE PRESENTS that whereas (name of applicant) _____ having its usual place of business at (address) _____, is the owner of land for which a petition was filed with the Town of Seekonk Planning Board ("Board") for approval of a certain Definitive Subdivision Plan entitled _____. Plan dated _____ as revised through (date) _____ and prepared by _____, and has requested the Board to approve such plan without requiring a performance bond, (see Plan No. _____ of (year) _____ Bristol County Registry of Deeds, recorded herewith).

NOW, THEREFORE, WITNESSETH that in consideration of the Board's approving said plan without requiring a performance bond, and in consideration of One Dollar in hand paid, receipt whereof is hereby acknowledged, the undersigned covenants and agrees with the Town of Seekonk 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. It is the intention of the undersigned and it is hereby understood and agree that this Covenant shall constitute a covenant running with the land included in the aforesaid subdivision and shall operate as restrictions upon said land.
2. The undersigned will not sell any lot in the subdivision or erect or place any permanent building on any such lot until the construction of ways and the installation of municipal series necessary to adequately serve such lot have been completed in the manner specified in the aforesaid application, and in accordance with the covenants, agreements, terms, conditions, and provisions thereof. It is understood and agreed that lots with the subdivision shall, respectively, be released from the foregoing conditions upon the recording of a certificate of performance executed by a majority of the Board and enumerating the specific lots so released.
3. The undersigned represents and covenants that it is the owner in fee simple of all of the land included in the aforesaid subdivision and that there are not mortgages of record or otherwise on said land, except for the mortgages described below and subordinated to this Covenant and the present holders of said mortgages have assented to this Covenant. A Mortgagee who acquires title to the mortgages premises of part thereof may sell any lot subject to the terms and conditions of this Covenant. The undersigned further represents that to the best of its knowledge and belief there are no liens or attachments or encumbrances of any nature save the hereinafter subordinated mortgages, any encumbrances appearing on a certificate of municipal liens issued by the Town of Seekonk, and such easements as are related to the development of the subject property.
4. All drainage facilities and associated structures, including pipe, loaming, and seeding, shall be completed to the satisfaction of the Planning Board prior to the release of any lot or the issuance of a Certificate of Occupancy by the Building Inspector.
5. The construction of all the ways and the installation of all municipal services shall be completed in accordance with the applicable Rules and Regulations of the Board before (date) _____ unless an extension of time is granted by the Board. Failure to so complete without an extension of time shall automatically rescind approval of the plan.
6. No lot shall be released from the Statutory Covenant pursuant to G.L. c. 41,s.81U and no Certificate of Occupancy shall be granted by the Building Inspector without first obtaining Board of Health approval for a septic system on the lot. Copies of all approved septic design shall be submitted to the Planning Board for grading approval. If, in order to obtain a permit for an approved disposal system from the Board of Health, fill or grading is required to the extent that, in the opinion of the Planning Board, the drainage pattern would be adversely affected then the Planning Board may require an amended plan and revised drainage calculations.
7. Approval by the Planning Board of this Plan shall not be treated as, nor deemed to be, approval by the Board of Health for a permit for the construction and use on any lot of an individual sewage system. No building or structure shall be placed on any lot without the consent of the Board of Health.

8. This subdivision will be subject to a Conservation Commission Notice of Intent. Prior to release of any lots, the developer's engineer shall certify that the subdivision plan is consistent with the drainage design and plans as may be finally approved by the Town of Seekonk Conservation Commission or the Massachusetts Department of Environmental Quality Engineering as part of an Order of Conditions. Drainage, erosion, and sedimentation and any other plans that may be finally approved by the Conservation Commission shall be made a part of this subdivision with a sequential identifying sheet number. If there is any inconsistency between the submitted Subdivision Plan and the plans as may be approved by the Conservation Commission, the applicant shall submit an amended plan to the Planning Board for approval. Said amended plan shall be accompanied by a letter setting forth any and all changes from the submitted Subdivision Plan and shall include three (3) sets of revised drainage calculations, if applicable.

9. Lots _____ shall not be released from this agreement until each of the following have occurred:

- a. Approved septic system designs have been submitted to the board for grading approval; and
- b. A detention and drainage easement affecting these lots has been submitted to and accepted by the Board; and
- c. The undersigned has submitted to the Board proof that the instrument creating said detention and drainage easement has been recorded with the Bristol County Registry of Deeds; and
- d. The undersigned has submitted to the Board proof that and easement plan under G.L.c.41, s.81x, as revised, if applicable, has been recorded with the Bristol County Registry of Deeds.

Said lots shall be considered as a group and shall not be separately release, but shall only be released as a group.

10. Lots _____ {etc., by shared infrastructure requirements}.

11. This Covenant shall take effect upon the endorsement of said subdivision plan and shall be recorded with the Bristol County Registry of Deeds; appropriate marginal reference shall be placed on the plan making reference to this Statutory Covenant.

For corporate authority, see Clerk's Certificate at Bristol County Registry of Deeds (Book) _____ (Page) _____.

EXECUTED as a sealed instrument this _____ day of _____ 20_____.

Covenantor

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. _____ 20_____

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

Notary Public

My commission expires: _____

Subordination and Consent

For consideration paid, the (title) _____ of (name of bank or lender) _____, the present holder of a mortgage of real estate dated _____ and recorded in the Bristol County Registry of Deeds in (Book) _____ (Page) _____, and holder of _____ [construction mortgage, security agreement, assignment of rents and leases, etc.], hereby consents to the grant of said Statutory Covenant and subordinates said security instruments to the Statutory Covenant set forth above, and agrees that such Statutory Covenant shall have the same status, force, and effect as though executed and recorded before the execution and recording of said security instruments.

IN WITNESS WHEREOF, THE SAID (title) has caused its corporate seal to be hereto affixed and these presents signed, acknowledged, and delivered in its name and behalf by (name of bank or lender) _____ its (title) _____ hereto duly authorized this _____ day of _____.

Bank or Lender Name

By

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

20 _____

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

Notary Public

My commission expires: _____