



## EASTON PLANNING & ZONING BOARD

136 ELM STREET, P.O. BOX 129  
EASTON, MA 02356-0129

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### FORM E COVENANT

The undersigned \_\_\_\_\_  
of \_\_\_\_\_ County, Massachusetts, hereinafter called the  
“Covenantor,” having submitted to the Easton Planning & Zoning Board, a definitive plan of a  
subdivision entitled \_\_\_\_\_ dated \_\_\_\_\_ prepared by  
\_\_\_\_\_ does hereby covenant and agree with said Planning &  
Zoning Board and the successors in office of said Board, pursuant to G.L. (Ter. Ed.) Ch. 41, Sec.  
81U, as amended, that:

1. The covenantor is the owner of record of the parcel of land shown on the 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 the title to the land shown on said plan.
3. The construction of ways and the installation of municipal services shall be provided to serve any lot in accordance with the applicable Rules and Regulations of said Planning & Zoning 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 parcel of land by foreclosure or otherwise and any succeeding owner of the mortgaged parcel of land 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 ways and services have been provided to serve such lot.
4. Fee in the ways shall be conveyed to the Town of Easton upon acceptance of the way by Town Meeting action.
5. Easements shall be conveyed to the Town of Easton at the time of acceptance of the roadway(s) by Town Meeting action.
6. Nothing herein shall be deemed to prohibit a conveyance subject to this covenant by a single deed of the entire parcel of land on the subdivision plan or of all lots not previously released by the Planning & Zoning Board without first providing such ways and services.
7. This covenant shall take effect upon the approval of said plan.
8. Reference to this covenant shall be entered upon said plan and this covenant shall be recorded in the Bristol County Registry of Deeds and a copy thereof filed with the Easton Planning & Zoning Board within ten (10) days after filing of the definitive plans at the Registry of Deeds.
9. If work is not completed one year from the date shown on the roadway cost estimate, the bond amount will be renewed and amended to provide for inflationary increases in the cost of construction.
10. The construction of all ways and installation of municipal services shall be completed in accordance with the applicable rules and regulations of the Board within a period of two (2) years from the date of endorsement of the plan or any other time approved by the Board. Failure to so complete may cause the plan to be subject to rescission.

**FORM E**  
**COVENANT**

The undersigned \_\_\_\_\_ wife/husband of the covenantor hereby agree that such interest as I/we may have in said premises shall be subject to the provisions of this covenant and insofar as is necessary release all rights of tenancy by the courtesy, dower, homestead, and other interest therein:

EXECUTED as a sealed instrument this \_\_\_\_\_ day  
OF \_\_\_\_\_, 20 \_\_\_\_.

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

**WITNESSED BY NOTARY PUBLIC**

COMMONWEALTH OF MASSACHUSETTS, BRISTOL SS.

\_\_\_\_\_ Date

On this day, before me, the undersigned notary public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

My commission expires \_\_\_\_\_ Signature of Notary Public \_\_\_\_\_