

Town of Sutton
Covenant

KNOW ALL MEN by these presents that the undersigned has submitted an application dated: 2/6/2023 to the Planning Board for approval of a retreat lot, as shown on Special Permit Plan dated 1/20/23 by Alpha Omega Engineering, Inc. and showing 1 proposed retreat lot at 141 Burbank Road. The undersigned has requested the Planning Board approved said plan in compliance with a Special Permit granted by the Planning Board on February 27, 2023 and recorded herewith.

I, Joseph J. Danko, Jr. in consideration of \$1.00 and the Sutton Planning Board granting the approvals described below, the receipt and sufficiency of which is acknowledged, grants with, quitclaim covenants, to the Town of Sutton, a municipal corporation acting by and through its Planning Board, (“Grantee”) with an office and place of business at 4 Uxbridge Road, Sutton, Massachusetts, a covenant granted in gross with respect to the land located in the Town of Sutton described as Parcel A (141 Burbank Road) and a portion of 91 Burbank Road in deeds recorded with the Worcester District Registry of Deeds in Book 12871, Page 49 and Book 45638, Page 43 respectively (“the Property”).

IN CONSIDERATION of the Sutton Planning Board approving said plan, the Grantor hereby agrees and covenants for himself, his successors and assigns, that the property shall be subject to the following covenants, agreements and restrictions which are hereby imposed for the benefit of the Town of Sutton and shall be administered and enforced by its duly elected Board of Selectmen and/or its duly appointed/elected Planning Board

1. That the undersigned is the owner in fee simple absolute of all the land included in this Form A and that there are no mortgages of record or otherwise on any of the land, except for those described below, and that the present holders of said mortgages have assented to this contract prior to its execution by the undersigned.
2. That this covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned and shall constitute a covenant running with the land included in this Form A and shall operate as restrictions upon the land.
3. That the undersigned agrees to record this covenant with the Worcester District Registry of Deeds, forthwith. Reference to this covenant shall be entered upon the Form A plan as approved.
4. That this covenant shall be executed before endorsement of approval of the Form A plan by the Planning Board and shall take effect upon the endorsement of approval.

5. That the undersigned agrees that the lot shown on said plan, 143 Burbnak Road, with 155.45' +/- frontage and 5.83 +/- acres shall in perpetuity, never be further divided.

TERM OF COVENANT – The covenants contained herein shall be enforceable in perpetuity against the Grantor, the Grantor's successors in title to the Property and any person holding any interest therein, by the Town of Sutton, acting by and through its Planning Board, its successors and assigns and its duly designated members, employees, representatives or agents. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this restrictive covenant and the Grantor on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute and such instruments upon request.

The covenants contained herein shall be contained in or referenced in any deed of conveyance of the Property or any other instruments conveying any interest in all or any portion of the property.

ENFORCEMENT – The rights hereby granted include the right to enforce the covenants contained herein by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violation, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of injury complained of (it being agreed that the Grantee has no adequate legal remedy at law), and shall be in addition to, and not in limitation of any other rights and remedies available to the Grantee.

Any forbearance with respect to any violation of the covenants contained herein, or failure to enforce said covenants, for however long such forbearance or failure to enforce may continue, shall not preclude enforcement at a later time with respect to the same violation or a subsequent violation. Any election by the Grantee as to the manner and timing of its right to enforce these restrictive covenants or otherwise exercise its rights hereunder shall not be held invalid, the remainder shall not be affected.

The Grantor and his successors and assigns shall forego any action at law or equity attempting to contest the validity of any provision of the restrictive covenants contained herein and shall not, in any enforcement action, raise the invalidity of any provision of said covenants as a defense. If any provision of said covenants shall nevertheless to any extent be held invalid, the remainder shall not be affected.

The covenants contained herein shall be governed by the laws of the Commonwealth of Massachusetts.

The present holder of a mortgage upon the property is NONE.

I, Joseph J. Danko, Jr, as far as necessary, hereby release all right of dower, curtesy, homestead, or any other interests that I may have in the parcel of land that constitutes the retreat lot.

IN WITNESS WHEREOF we have hereunto set our hands and sealed this ____ day of _____, _____.

Joseph J. Danko, Jr., Owner

Acceptance by the Town of Sutton:
By its Planning Board

Commonwealth of Massachusetts, County of Worcester:

On this the _____ day of _____, 2023 before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identity, which was/were: _____ to be the person(s) whose name(s) was/were signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief.

Notary Public
My Commission Expires:

Commonwealth of Massachusetts, County of Worcester:

On this the _____ day of _____, 2023 before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identity, which was/were: _____ to be the person(s) whose name(s) was/were signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief.

Notary Public
My Commission Expires: