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August 18, 2021

By Hand

Bonnie Sontag, Chair  
Planning Board  
City of Newburyport  
City Hall  
60 Pleasant Street  
Newburyport, Massachusetts 01950

Re: Request for Approval of Covenant and Signing Mylars  
21-25 Hancock and 27 Hancock

Dear Chair and Members of the Board;

Reference is made to the above-captioned matter. In that connection, and pursuant to the Court and Lanes Special Permit and Definitive Subdivision approval, the Applicant submits the Covenant and Mylar to be approved and executed. We request the Board add this matter to the September 1, 2021 agenda.

Thank you for your attention to this matter.

Respectfully submitted,  
Caswell Development, LLC  
By Its Attorney

A handwritten signature in blue ink, appearing to read 'Lisa L. Mead', written over a horizontal line.

Lisa L. Mead

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*Millis Office*

730 Main Street, Suite 1F  
Millis, MA 02054

Phone 508.376.8400

## COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS the undersigned owns 21-25 and 27 Hancock Street and the road, Leavitt Court, noted thereon of the property upon which the "Plan" which was submitted with an application, dated February 17, 2021 to the Newburyport Planning Board ("Board") for approval of a Court and Lane Special Permit / Definitive Plan of a certain subdivision bearing the name of 21-27 Hancock Street for Caswell Development and plan dated February 17, 2021, and revised through May 17, 2021 and drawn by Design Consultants, Inc. ("Plan") and has requested that the Board approve such plan and accept a Covenant securing same in accordance with Section 5.8 of the City of Newburyport Planning Board Rules and Regulations.

NOW THEREFORE, FOR THE CONSIDERATION of the Board's approval of said Plan without requiring a performance bond, and in consideration of one dollar in hand paid, receipt of which is hereby acknowledged, the undersigned covenants and agrees with the City of Newburyport as follows:

1. The undersigned is the owner in fee simple absolute of 21-25 Hancock Street and 27 Hancock Street and the road which is in said subdivision ("the Property") and there are no mortgages of record or otherwise on any of the Property except for those described below and the present holders of said mortgages have assented to this Covenant and agreed to subordinate their interests in this Property to the Covenant prior to the execution by the undersigned. It is agreed that any subsequent mortgages shall be subordinate to this Covenant.
  
2. The undersigned will not sell or otherwise convey any of lots on 21-25 or 27 Hancock Streets until all drainage systems, shall be installed, water mains and water services to lot lines shall be installed, rough and finished grading shall be at proper grades and first of base course of bituminous concrete shall be installed, for the subdivision in the manner specified in:
  - a. The Subdivision Control Law and the Planning Board's Rules and Regulations governing this subdivision;
  - b. The Definitive Subdivision Plan Approval for 21-25 Hancock Street and 27 Hancock Street, Leavitt Court Improvements (the "Approval") and conditions of approval specified therein issued by the Planning Board on May 19, 2021 and filed with the City Clerk on June 7, 2021, a copy of

which is recorded in the South Essex Registry of Deed Book 40082 Page 400;

- c. The Plan as recorded herewith as qualified by the Approval; and
- d. Special Permit Findings and Decision, Courts and Lanes, for 27 Hancock Street / Leavitt Court issued on May 19, 2021 which is recorded in the South Essex Registry of Deeds, Book 40082 Page 408.

Notwithstanding the foregoing, the undersigned may erect or place any permanent building on any such lot at the time there is physical access to the lot.

- 3. It is understood and agreed that any of the lots within 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 lot so released.
- 4. 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 the subdivision and shall operate as restrictions upon said land.
- 5. 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 Plan or of all lots not previously released by the Planning Board.
- 6. The undersigned agrees to record this Covenant with the Essex South Registry of Deeds forthwith. Reference to this Covenant shall be entered upon the definitive plan as approved.
- 7. Upon final completion of the construction of all ways and the installation of all municipal services as specified herein, on or before thirty-six (36) months from the date that the Plan is endorsed by the Planning Board, and as evidenced by a majority vote of the Planning Board, the Planning 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 vote of the Planning Board with a written concurrence of the applicant shall result in automatic rescission of the approval of the Plan.
- 8. This Covenant shall take effect upon the endorsement of approval of the Plan by the Planning Board.



9. A deed of any part of the subdivision in violation of the 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.

For title to the Property, see deed dated April 12, 2021 , recorded with said Registry in Book 39873 Page 417 and Deed dated April 30, 2021, recorded with said Registry Book 39853 Page 235.

IN WITNESS WHEREOF, the undersigned, applicant as aforesaid, does hereunto set his/her had and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Caswell Development LLC

\_\_\_\_\_

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss. \_\_\_\_\_, 2021

Then personally appeared before me, \_\_\_\_\_, and proved to me through satisfactory evidence of identification, which is/was \_\_\_\_\_, to be the person whose name is signed hereinbefore, and acknowledged to me that he/she has signed herein voluntarily for its stated purpose and as the free act and deed of \_\_\_\_\_ before me:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Assent by Mortgagee

The present holder of a mortgage upon the Property at 21-27 Hancock Street is North Shore Bank of 248 Andover Street, Peabody, MA. The mortgage is dated May 7, 2021, and recorded with said Registry in Book 39853, Page 239. By its signature below, the mortgagee agrees to hold the aforesaid mortgage subject to the covenants set forth herein and agrees that the covenants shall have the same status, force and effect as though executed and recorded before the taking of the mortgages and further agrees that the mortgage shall be subordinate to the herein covenant.

North Shore Bank

\_\_\_\_\_  
By:  
Its:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was a driver's license, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires

**Acceptance by Planning Board**

I, Bonnie Sontag, Chair of the Newburyport Planning Board, duly authorized, hereby accepts and approves the foregoing Covenant.

City of Newburyport Planning Board  
By Its Chair

\_\_\_\_\_  
Bonnie Sontag

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_ and \_\_\_\_\_, proved to me through

satisfactory evidence of identification, which was a driver's license, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily as members of the Planning Board for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires