



## ***Town of Marshfield***

870 Moraine Street  
Marshfield, Massachusetts 02050-3498

Planning Board

*Tel:* 781-834-5554

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### **FORM D Standard Subdivision Covenant**

The undersigned \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
County, Massachusetts, hereinafter called the "Covenantor" having submitted to the  
Marshfield Planning Board, a definitive plan of a subdivision, entitled  
\_\_\_\_\_

Dated \_\_\_\_\_ made by \_\_\_\_\_  
does hereby covenant and agree with said Planning Board and the successors in office of  
said Board, pursuant to MGL Ch.41, Sec. 81U, as amended, that:

1. The covenantor is the owner of record of the premises shown on 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 title to the premises 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 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 premises by foreclosure or otherwise and any succeeding owner of the mortgaged premises or part thereof may sell any such lot, subject only to that portion of this Covenant which provides that no lot be sold or built upon until such ways and services have been provided to serve such lots;
4. Nothing herein shall be deemed to prohibit a conveyance subject to this covenant by a single deed of the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board without first constructing such ways and services;
5. This covenant shall take effect upon the approval of said plan;
6. Reference to this covenant shall be entered upon said plan and this covenant shall be recorded when said plan is recorded.

7. The construction of all ways and the installation of all municipal services shall be completed in accordance with the applicable Rules and Regulations of the Marshfield Planning Board within 24 months from the date of approval. Failure to so complete shall automatically rescind approval of the plan.

The undersigned \_\_\_\_\_ wife,  
\_\_\_\_\_, husband, of the covenantor hereby agrees 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\_\_\_\_.

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

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ ss. \_\_\_\_\_ 20\_\_\_\_,

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

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

My commission expires: \_\_\_\_\_