



PLANNING BOARD
TOWN OF DEDHAM, MASSACHUSETTS
26 Bryant Street, Dedham, MA 02026

Michael A. Podolski, *Chairman*
John R. Bethoney, *Vice Chairman*
Robert D. Aldous, *Clerk*
Ralph I. Steeves
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FORM E
COVENANT

Whereas the undersigned _____ of _____, hereinafter called the Covenanter, has submitted to the Planning Board of the Town of Dedham, Massachusetts, a definitive subdivision plan of land in said Dedham comprising _____ sheets, entitled _____, dated _____, revised _____, by _____, and has requested the Planning Board to approve said plan without requiring a performance bond or other surety;

Now, therefore, in consideration of the Planning Board approving said plan and in consideration of one dollar in hand paid, receipt whereof is hereby acknowledged, the Covenanter hereby covenants and agrees with the Planning Board and its successors in the office of said Board, pursuant to General Laws, Chapter 41, Section 81-U, as amended, that:

1. The Covenanter is the owner in fee simple of all the land and premises included in the aforesaid subdivision, and there are no mortgages or other encumbrances of record or otherwise on any of said land, except those described below and subordinated to this covenant, and the present holders of said mortgage have assented to the execution of this covenant by the Covenanter(s);

(Names of all mortgagees and references to the recording of mortgages)
2. This covenant shall run with the land and be binding upon the executors, administrators, heirs, and assigns of the Covenanter, and the successors in title to the premises included in the aforesaid subdivision;
3. The ways and municipal services and other required improvements to serve any lot in said subdivision shall be constructed or installed as shown on said plan and in accordance with the terms and conditions of its approval and with the Rules and Regulations of the Dedham Planning Board before any lot may be built upon or conveyed, other than by a 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 the limitation that no lot shall be built upon until such ways and services have been provided to serve such lot; provided that nothing herein shall be deemed to prohibit a conveyance by a single deed subject to this covenant, of either the entire parcel of land or of all lots shown on said plan that have not been previously released by said Planning Board;
4. This covenant shall take effect upon its acceptance and upon approval of said definitive plan by the Dedham Planning Board;
5. Reference to this covenant shall be entered upon said plan, and this covenant shall be recorded when said plan is recorded, together with a certificate of action or order of conditions by said Dedham Planning Board relative to said plan.

6. It is understood and agreed that lots included in said subdivision may be released from the foregoing covenants only upon the recording of a written release, executed by the Planning Board and enumerating the specific lots being released.

The undersigned, _____, spouse of the Covenanter, hereby agrees that such interest as I may have in the premises included in said subdivision shall be subject to the provisions of this covenant and, insofar as is necessary, release all rights of tenancy by courtesy, dower, homestead, and other interest herein.

For consideration pain (name, a Massachusetts corporation having the usual place of business in _____, _____ (County), the present holder of a mortgage upon the premises within said subdivision, hereby assent to and subordinate said mortgage(s) to the covenants set forth above and agree that they shall have the same status, force, and effect as though executed and recorded before the taking of said mortgage(s).

Executed as a sealed instrument this _____ day of _____, 20__.

Signatures(s) of Mortgagees or Agents

Signature(s) of all Owner(s) and Spouse(s)*

* If there is more than one owner, all must sign.

Commonwealth of Massachusetts, Norfolk ss. _____, 20__

Then personally appeared to the above-named (owner as individual, trustee, or corporate officer, as applicable) and acknowledged the foregoing instrument to be his free act and deed (and the free act and deed of said corporation) before me.

Notary Public

My commission expires _____

Commonwealth of Massachusetts, Norfolk ss. _____, 20__

Then personally appeared to the above-named (mortgagee as corporate officer or individual, as applicable) and acknowledged the above assent to be his free act and deed (and the free act and deed of said corporation) before me.

Notary Public

My commission expires _____



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The foregoing covenant approved and accepted by the Dedham Planning Board:

(Date and signatures of the majority or authorized officer of the Board)

By:
