

## SUBDIVISION OF LAND

The Commonwealth of Massachusetts  
Town of Lee

### **Form D-1 Performance Guarantee by Covenant**

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

dated \_\_\_\_\_ made by \_\_\_\_\_, does hereby covenant and  
agrees with said Planning Board and the successors in office of said Board, pursuant to  
MGL c. 41, § 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 and 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 so sold shall be built upon until such ways and services have been provided to serve such lot.
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 providing such ways and services.
5. This covenant shall take effect upon the endorsement of 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.

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 \_\_\_\_\_  
\_\_\_\_\_.

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

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ ss. \_\_\_\_\_

Then personally appeared \_\_\_\_\_  
And acknowledged the foregoing instrument to be \_\_\_\_\_  
Free act and deed,

Before me

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