



Town of Canton Planning Board  
 Memorial Town Hall  
 801 Washington Street  
 Canton, MA 02021  
 781-821-5019

**FORM F**  
**APPROVAL WITH COVENANT CONTRACT**

(Pursuant to MGL c. 41, §81-U)

To the Planning Board of the Town of Canton:

The undersigned (Name/Address of Subdivision Owners)

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

Of \_\_\_\_\_ County, Massachusetts, hereafter called the "Covenantor", having submitted to the Canton Planning Board a definitive plan of a subdivision, titled \_\_\_\_\_ dated \_\_\_\_\_, made by \_\_\_\_\_ does hereby covenant and agree with said Planning Board and the successors in office of said Board, pursuant to G.L. (Terr. Ed.) 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 successors in title to the premises shown on said plan;
3. The construction of said ways and the installation of municipal services shall be provided to serve any lot in accordance with the applicable rules and regulations of said Planning 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 of thereof may sell any such lot, subject only to that portion of this covenant which provides that no lot 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 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, downer, homestead and other interest therein:

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_ (month) , 20\_\_\_\_ (year).

Applicant/ Owner signatures (if more than one owner, all must sign):

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

COMMONWEALTH OF MASSACHUSETTS

Date: \_\_\_\_\_

Norfolk, ss

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

\_\_\_\_\_ (Notary Public)

\_\_\_\_\_ (Commission expires)

NOTES:

1. No lots will be released from this covenant until the book and page of the recording of this covenant have been given to the Planning Board by the covenantor.
2. If the ways in any subdivision are not completed within the time limited by the applicant, or within three (3) years from the date of the application (unless an extension has been granted by the Planning Board), no such way shall thereafter be laid out or constructed, completed, or opened for public use unless a new application is filed with, and approved by the Board.