

STATUTORY COVENANT

Subdivision Name: Definitive Subdivision Plan
#101 Gardner Street
Hingham, MA

Dated: November 24, 2021

PLANNING BOARD

KNOW ALL MEN BY THESE PRESENTS that whereas New Boston Golf Club Inc. having its usual place of business at 19 Old County Road, Hingham, Massachusetts, is the owner of land for which a petition was filed with the Hingham Planning Board ("Board") for approval of a certain Definitive Subdivision Plan entitled #101 Gardner Street Hingham, MA Plan dated 2/26/2021 as revised through 8/12/2021 and prepared by Grady Consulting, LLC and has requested the Board to approve such plan without requiring a performance bond, which plan is being recorded herewith at the Plymouth County Registry of Deeds.

NOW, THEREFORE, WITNESSETH that in consideration of the Board's approving said plan without requiring a performance bond, and in consideration of One Dollar in hand paid, receipt whereof is hereby acknowledged, the undersigned covenants and agrees with the Town of Hingham as follows:

1. This agreement shall run with the land and shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned. It is the intention of the undersigned and it is hereby understood and agreed that this Covenant shall constitute ad covenant running with the land included in the aforesaid subdivision and shall operate as restrictions upon said land.

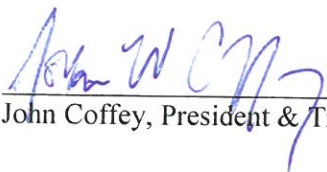
2. The undersigned will not sell any lot in the subdivision or erect or place any permanent building on any such lot until the construction of ways and the installation of municipal services necessary to adequately serve such lot have been completed in the manner specified in the aforesaid application, and in accordance with the covenants, agreements, terms, conditions, and provisions thereof. It is understood and agreed that lots with 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 lots so released.
3. The undersigned represents and covenants that it is the owner in fee simple of all of the land included in the aforesaid subdivision and that there are no mortgages of record or otherwise on the land. The undersigned further represents that to the best of its knowledge and belief there are no liens or attachments or encumbrances of any nature except any encumbrances appearing on a certificate of municipal liens issued by the Town of Hingham, and such easements as are related to the development of the subject property.
4. All drainage facilities and associated structures, including pipe, loaming, and seeding, shall be completed to the satisfaction of the Planning Board prior to the release of any lot or the issuance of any Certificate of Occupancy by the Building Inspector.
5. 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 Board within two years of endorsement of the plan unless an extension of time is granted by the Board. Failure to so complete without an extension of time shall automatically rescind approval of the plan.
6. No lot shall be released from the Statutory Covenant pursuant to G.L.c.41 ,s.81U and no Certificate of Occupancy shall be granted by the Building Inspector without first obtaining Board of Health approval for a sewage system on the lot. Copies of all approved septic design shall be submitted to the Planning Board for grading approval. If, in order to obtain a permit for an approved disposal system from the Board of Health, fill or grading is required to the extent that, in the opinion of the Planning Board, the drainage pattern would be adversely affected then the Planning Board may require an amended plan and revised drainage calculations.
7. Approval by the Planning Board of this Plan shall not be treated as, nor deemed to be, approval by the Board of Health for a permit for the construction and use on any lot of an individual sewage system. No building or structure shall be placed on any lot without the consent of the Board of Health.

8. Notwithstanding anything to the contrary herein contained, nothing in this Covenant 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 the lots previously released by this Board

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written

New Boston Golf Club, Inc.

Town of Hingham



John Coffey, President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

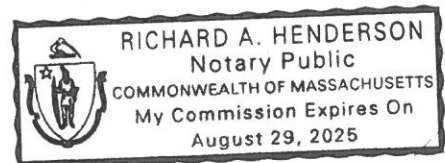
advised, ss

On this 29th day of November, 2021, before me, the undersigned notary public, personally appeared John Coffey proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily for its stated purpose.



_____, Notary Public

My Commission Expires: 8/29/2025



COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of November, 2021, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____, Notary Public
My Commission Expires: