

01/06/2022

Mark D Forgues
Mailing Address
39 Adams Drive
Abutter Address
9 White Pond Road
Stow, Ma 01775
Phone: 508-951-7929
E-mail: Mdf030@aol.com

Dear Mr. Ramsbottom

I would like to follow up and share some facts in regard to the properties at 84-102 Great Road.

Residentially Zoned (Until August 2004) Lot A is the only parcel that can be grandfathered as it was the only property owned by the Erkkinen family in 1968.

There are no records showing a special permit has ever been approved by the town to allow use of Lot-B or Parcel A-1

The expansion of use to Lot B has not been approved and now the owner or his tenant has removed pavement and is expanding the area with reground tar which extends into the 20ft right of way and Parcel A-1. Again, with no special permits or any approval of the town. This needs to be stopped before more unlawful uses are initiated.

The new expansion of use by the Selectboard by adding a new car dealership and the additional increase of number of cars allowed by the Selectboard is in violation of the Mass General Laws and the Town of Stow's By-Laws. The amount of cars being approved never could have fit on Lot A. Below are facts of ownership and my further requests for enforcement.

I have attached the Plan of Land No 1079 of 1990 recorded in the Middlesex Registry of Deeds.

Lot A was owned by the Erkkinen family prior to 1968 where a gas station/repair shop and car sales were in operation. Deed attached Bk 8651 Pg 407 recorded in the Middlesex Registry of Deeds.

Lot B was owned by William Buckley as his home until sold to the Erkkinen family in 1970. Deed attached Bk 11838 Pg 671 recorded in the Middlesex Registry of Deeds.

The back 35 acres of wooded land was owned by the Kurker Estate until it was subdivided in 1990 and Parcel A-1 was purchased by the Erkkinen Family. Deed attached Bk 20942 Pg 298 recorded in the Middlesex Registry of Deeds.

Grandfathering is only possible on Lot A for 2 reasons.

1st Lot B and Parcel A-1 were owned by other people in 1968 when the by-laws were enacted.

2nd Lot B and Parcel A-1 were not owned by the Erkkinen Family until 1970 and 1990 respectively.

The intent of the Zoning Board of Appeals in December 2017 when they made their decision was only grandfathering Lot A is my belief. Grandfathering property owned by others would be unlawful. The Board of Appeals and yourself have rejected my requests for enforcement partly based on this decision. I have decided to use my right to argue the Boards decision of December 2017 due to the facts of ownership in my letter today.

My Evidence is clear that the 2 property's were not owned by the Erkkinen family in 1968 and therefore no lawful grandfathering can be enacted on these 2 parcels.

I am formally requesting a cease-and-desist order to be enforced on the property known as 84 Great Road, Parcel A-1 as per the Plan of Land No 1079 of 1990. This is 2.98 Acres of land that is being used for bus storage, automobile storage, waste dumpsters, contractor, landscaper, tree businesses, with associated storage of equipment, including containers which are not allowed in a residential or business district.

I am also formally requesting that a special permit be required by the owner for the property located on Great Road R-29 Lot 83B for the use of automobile storage. This portion of the property was not purchased by the Erkkinen family until March 17th, 1970 after the implementation of the zoning by laws in 1968. There was a home and a shed located on this property owned by William Buckley where he lived until he sold the property to the Erkkinen family on March 17, 1970. This is not a grandfathered parcel. A car dealership is not allowed in a business or residential zoned area without a special permit.

I appreciate all of your time and help in getting this ongoing problem resolved in a timely manner.

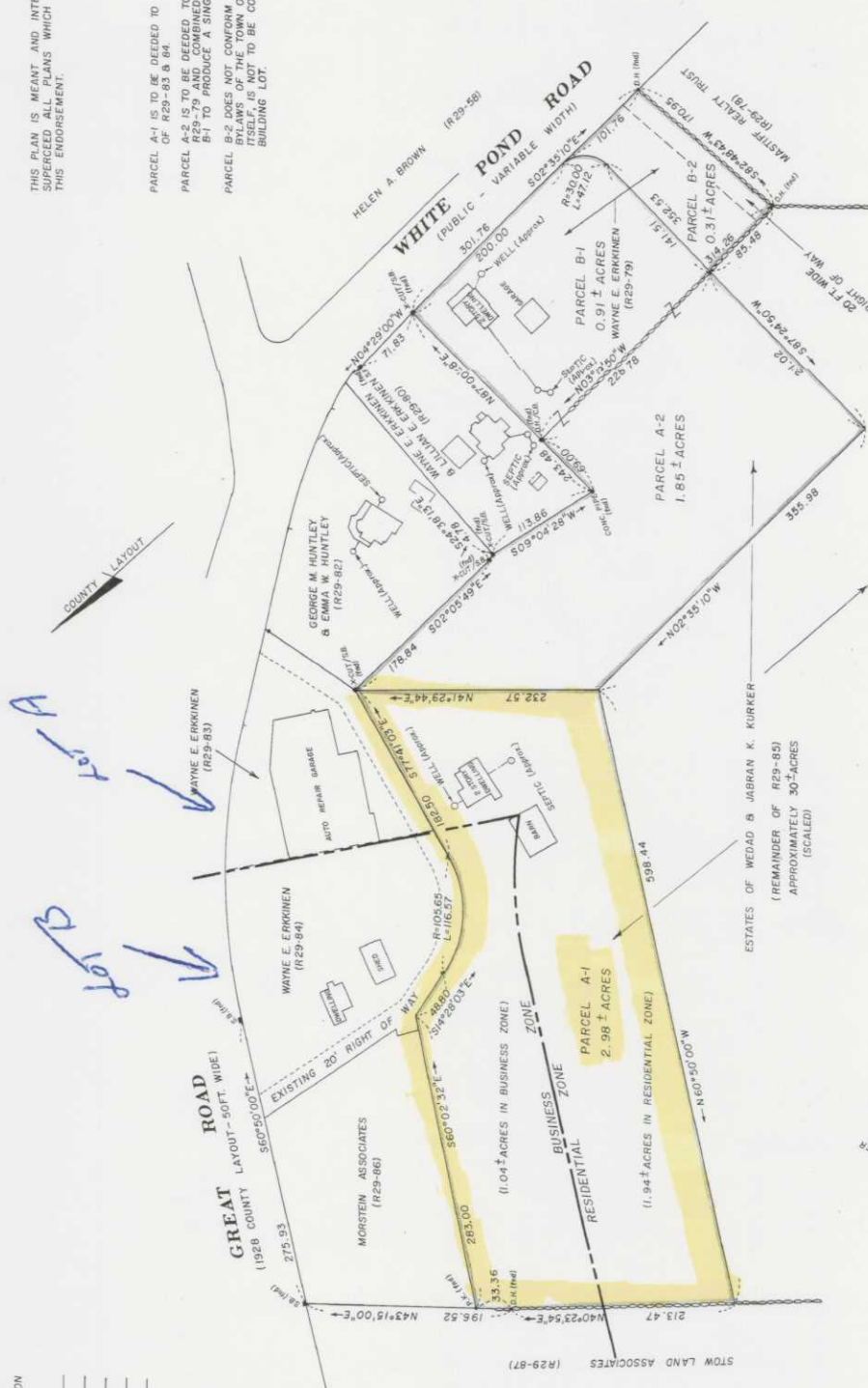
Thank You



Mark D Forgues

THIS PLAN IS MEANT AND INTENDED TO SUPERCEDE ALL PLANS WHICH PREDATE THIS ENGAGEMENT.

PARCEL A-1 IS TO BE DEEDED TO THE OWNER OF R29-83 & 84
 PARCEL A-2 IS TO BE DEEDED TO THE OWNERS OF R29-79 AND COMBINED WITH PARCEL B-1 TO PRODUCE A SINGLE BUILDING LOT
 PARCEL B-2 DOES NOT CONFORM TO THE ZONING BYLAWS OF THE TOWN OF STOW AND, BY ITSELF, IS NOT TO BE CONSIDERED A BUILDING LOT.



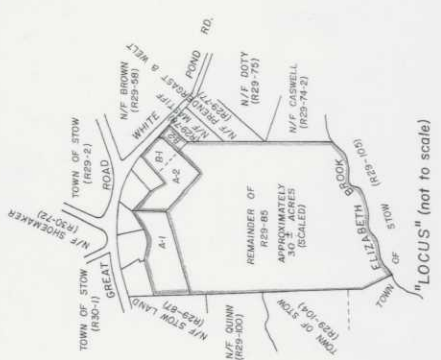
APPROVAL UNDER THE SUBDIVISION ACT OF 1952 BY THE STOW PLANNING BOARD

 DATE: _____

PLAN OF LAND
 STOW, MASSACHUSETTS
 WAYNE E. ERKKINEN
 DATE: SEPTEMBER 24, 1988 SCALE: 1" = 60 FT.
 BRUCE A. KANKANPAA, P.L.S. SUDBURY, MA.



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE BOARD OF LAND SURVEYORS OF THE COMMONWEALTH OF MASSACHUSETTS.
 Bruce A. Kankanpaa, P.L.S. 9/29/88 DATE



Middlesex Registry of Deeds,
 Southern District
 Cambridge, Massachusetts
 Plan No. 1019 of 1990
 Rec'd Dec. 31, 1990
 sLL:MB:mLm Doc No. 665
 Rec'd, BK. 20972 Page 282
 Bruce A. Kankanpaa, P.L.S. Register

LOT A

I, Toivo H. Erkkinen

of Stow, Middlesex

County, Massachusetts

~~being unmarried~~, for consideration paid, grant to myself, Toivo H. Erkkinen and my wife, Lillian E. Erkkinen, husband and wife, as tenants by the entirety, both

of said Stow

with quitclaim covenants

the land in said Stow, with the buildings thereon, being shown as Lot A on a plan of land in Stow, surveyed for William H. Buckley, by Horace F. Tuttle, dated April 8, 1936 and recorded with Middlesex South District Deeds, Book 6020, Page 548, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the Northeasterly corner of the ~~premises~~ premises at a stone bound set in the ground on the Westerly side of Great Road; thence running Southerly by said Great Road, one hundred forty-one and 60/100 (141.60) feet to a stone bound set in the ground; thence South 21° 55' East, still by said Great Road, ninety-two and 50/100 (92.50) feet to a cobble stone post set in the ground at land now or formerly of Harriman; thence turning and running South 88° 05' West by said Harriman land, one hundred one and 4/10 (101.4) feet to a stone bound set in the ground at land now or formerly of Fors; thence turning and running North 66° West, one hundred fifty-three and 25/100 (153.25) feet on land of said Fors to a point at or near a maple tree at land of Buckley; thence turning and running North 42° 33' East on other land of Buckley two hundred two and 5/10 (202.5) feet to a stone bound at said Great Road at the point of beginning.

Containing according to said plan 26,094 square feet.

Said premises are conveyed together with the right to use for all purposes of a street or way a strip of land extending from the granted premises over the land of Buckley to the Great Road, shown on said plan, the same being eighteen and 5/10 (18.5) feet in width along the boundary line between the granted premises and said land of Buckley, and being forty-five and 50/100 (45.50) feet in width where said proposed way joins said Great Road.

Said premises are conveyed subject to the rights of way of all persons entitled to use the same over the strip of land, shown on said plan, along the Westerly and Southwesterly boundary of the granted premises, so far as the same are now in force and applicable.

Being the same premises conveyed to me by William H. Buckley, et al, by deed dated April 14, 1936 and recorded with Middlesex South District Deeds, Book 6020, Page 548.

Said premises are conveyed subject to a mortgage of \$15,000.00 held by the Hudson Savings Bank.

The consideration for this deed is less than \$100.00.

..... J. Lillian E. Erkkinen husband
wife of said grantor,

release to said grantee all rights of ~~tenancy by the curtesy~~ dower and homestead and other interests therein.

Witness ~~with~~ hands and seals this 10th day of January 1956

..... Toivo H. Erkkinen
..... Lillian E. Erkkinen
.....

The Commonwealth of Massachusetts

..... Middlesex, ss. January 10, 1956

Then personally appeared the above-named Toivo H. Erkkinen

and acknowledged the foregoing instrument to be his free act and deed, before me

Ralph H. Sullivan
Notary Public

~~My Commission Expires October 7, 1963~~

I, WILLIAM H. BUCKLEY, individually and I, ARTHUR R. TRAINOR,

EN-1-70 AM 11:32 114PE ***8.00

~~EXECUTOR under the WILL of~~ ~~ADMINISTRATOR of the ESTATE of~~ ~~TRUSTEE of~~ ~~GUARDIAN~~
of ~~CONSERVATOR of~~ ~~RECEIVER of~~ ~~OFFICER of~~ ~~PROBATE of~~ ~~COMMISSIONER~~
KILDA B. BUCKLEY,

by power conferred by License to Sell of the Middlesex Probate Court, Case No. 435449, dated March 17, 1970

and every other power,
for * TWENTY THOUSAND (\$20,000.00) * Dollars
paid, grant to TOIVO H. ERKKINEN and LILLIAN E. ERKKINEN,
husband and wife, as tenants by the entirety,
of Great Rd., Stow, Mass.

The land with the buildings thereon, situated on the Southerly side of Great Road, so-called, in Stow, bounded and described as follows:

BEGINNING at a stone bound set in the ground at the Northwesterly corner of the premises at land now or formerly of Keith; thence running South-easterly along said Great Road, 470 feet, more or less; to a bound at land formerly of Harriman; thence turning and running South 88° 05' West 101.4 feet to a bound at land of said Harriman; thence turning and running North 66° West on land now or formerly of Fors, 182.5 feet; thence on a curved line one hundred sixteen and 5/10 (116.5) feet to a bound; thence North 2° 47' West, 48.8 feet to an angle; thence turning and running North 48° 12' West, 13.5 feet to an angle opposite the center of the well house; thence turning and running North 38° 39' East, 21.8 feet to a bound through the center of the pump house and well to a bound; thence turning and running South 51° 27' East 12.00 feet to an angle; the last two measurements being on land now or formerly of Crowell; thence turning and running North 17° 14' East 153.00 feet to the corner and bound first mentioned.

Saving and excepting herefrom so much as was conveyed by William H. Buckley et ux to Toivo H. Erkkinen, by deed dated January 1, 1936 and recorded with Middlesex South District Deeds, Book 6020, Page 548.

Said premises are conveyed subject to the rights of way of all persons entitled to use the same over the strip of land, shown on said plan, along the westerly and Southwesterly boundary of the granted premises, sofaras the same are now in force and applicable.

Being Lot B as shown on a plan entitled, "Land in Stow surveyed for William H. Buckley" by Horace F. Tuttle, April 8, 1936, recorded with Middlesex South District Deeds, Book 6020, Page 548.

Being part of the premises conveyed to William H. Buckley and Kilda B. Buckley by deed of William H. Lord et al, dated July 1, 1929 and recorded with said Deeds, Book 5374, Page 19.

BK11838 PG672

Returned ONE hand s and seal s this 28th day of MAY 19 70

MIDDLESEX COUNTY

012313

COMMONWEALTH OF MASSACHUSETTS
DEEDS EXCISE



45.60

William H. Buckley
William H. Buckley
Arthur R. Trainor
Arthur R. Trainor, Conservator

The Commonwealth of Massachusetts

Middlesex ss. May 28 19 70

Then personally appeared the above named WILLIAM H. BUCKLEY & ARTHUR R. TRAINOR
and acknowledged the foregoing instrument to be their free act and deed, before me



Arthur S. Hull
Notary Public - Justice of the Peace

My commission expires July 16 19 76

LOT A-1

L7
RW

QUITCLAIM DEED

AND

RELEASE, EXTINGUISHMENT AND TERMINATION OF EASEMENT

James K. Kurker, of 8 Pawtucket Lane, Salem, Rockingham County, NH 03079,
George K. Kurker, of 10 Pepper Hill Drive, Winchester, Middlesex County, MA 01890,
Corrine M. Hill, of 55 Johnson Road, Winchester, Middlesex County, MA 01890, and
Donna H. Suffredini, of 217 East Emerson Road, Lexington, Middlesex County, MA 02173,
as tenants in common, (the "Grantors")

for consideration paid, in the full amount of Fifty Thousand (\$50,000.00) and no/100 Dollars

grant to

Wayne E. Erkkinen of 9 White Pond Road, Stow, Middlesex County, MA 01775 (the "Grantee")

with QUITCLAIM COVENANTS

Two parcels of land with buildings thereon, off the Southwesterly side of Great Road and off the Westerly side of White Pond Road, in Stow, Middlesex County, Massachusetts, shown as Parcel A-1 and Parcel A-2 on a plan entitled "Plan of Land in Stow, Massachusetts Prepared For Wayne E. Erkkinen, 9 White Pond Rd., Stow, MA." drawn by Bruce A. Kankanpaa, P.L.S., Sudbury, MA, dated September 24, 1988, (the "Plan") which Plan is to be recorded with the Middlesex South District Registry of Deeds contemporaneously herewith,

Parcel A-1 is more particularly bounded and described, according to the Plan, as follows:

- NORTHEASTERLY in part by land of Morstein Associates and in part by land of Wayne E. Erkkinen, 283.00 feet;
- EASTERLY still by said land of Wayne E. Erkkinen, 48.80 feet;
- NORTHEASTERLY still by said land of Wayne E. Erkkinen, by a curved line having a radius of 105.65 feet, a distance of 116.57 feet;
- NORTHERLY still by said land of Wayne E. Erkkinen, 182.50 feet;

*** MASS. EXCISE TAX: 228.00 ***
 *** RECORD 12/31/90 01149129 572 58.00 ***
 Address of Property: Parcels A-1 and A-2 off Great Road, Stow, MA

1079
 ONE PLAN RECORD BOOK 20942 PAGE 282

SOUTHEASTERLY by Parcel A-2, 232.57 feet;
 SOUTHWESTERLY by land of the Estates of Wedad Kurker and Jabran K. Kurker, 598.44 feet; and
 NORTHWESTERLY by land of Stow Land Associates in part by a stone wall, in two courses measuring 213.47 feet and 33.36 feet, respectively.

Parcel A-1 contains, according to the Plan, 2.98 ± acres of land.

Parcel A-2 is more particularly bounded and described, according to the Plan, as follows.

EASTERLY by Parcel B-1, in part by a stone wall, 228.78 feet;
 SOUTHERLY by land of the Estates of Wedad Kurker and Jabran K. Kurker, 211.02 feet;
 WESTERLY by said land of the Estates of Wedad Kurker and Jabran K. Kurker, 355.98 feet;
 NORTHWESTERLY by Parcel A-1, 232.57 feet;
 EASTERLY in part by land of George M. Huntley and Emma W. Huntley in two courses measuring 178.84 feet and 4.78 feet, respectively; and in part by land of Wayne E. Erkkinen and Lillian E. Erkkinen, 113.86 feet; and
 NORTHERLY still by said land of Wayne E. Erkkinen and Lillian E. Erkkinen, 69.00 feet.

Parcel A-2 contains, according to the Plan, 1.85 ± acres of land.

The Grantors hereby release unto the Grantee and hereby extinguish and terminate any and all easements, rights of way, rights of passageway, and all other rights whatsoever, whether any of the foregoing rights are recorded, are imposed or acquired by operation of law, or otherwise, in, on, under and over all property of the Grantee shown on the Plan, more particularly, the parcels designated thereon as Wayne E. Erkkinen (R29-84), Wayne E. Erkkinen (R29-83), Wayne E. Erkkinen & Lillian E. Erkkinen (R29-80) and Parcel B-1, including, without limiting the generality of the foregoing, all rights in and to the "Existing 20' Right of Way" shown on the Plan within the parcels identified as Wayne E. Erkkinen (R29-84) and Wayne E. Erkkinen (R29-83).

The Grantors hereby reserve certain easements (the "Easement"), for the purposes hereinafter set forth, in and over that twenty (20') foot wide portion (the "Easement Area") of said Lot A-2

which is within twenty (20) feet of the boundary line between said Lot A-2 and the remaining land of the Grantors shown on the Plan as "Remainder of R29-85". The Easement herein reserved is the right to slope and/or fill and maintain the Easement Area, and to remove trees incidental to these activities, in such manner as may be necessitated by the future construction of a roadway (the "Roadway") extended from said White Pond Road through Parcel B-2 and into said other land of the Grantors, said construction to be in accordance with the applicable rules and regulations of the Planning Board of the Town of Stow, or in accordance with any other applicable rules regulations or requirements of any official, board or agency having jurisdiction over the development of said land of the Grantors.

There is also reserved the right to enter upon the Easement Area for the purpose of surveying the same and conducting such tests of soil conditions and other similar tests (the "Testing Rights") as may be required by the applicable rules and regulations of the Planning Board of the Town of Stow, or in accordance with the applicable rules and regulations of such other official, board or agency as may have jurisdiction over the development of said land of the Grantees, in connection with the preparation of plans for the future construction of the Roadway.

The Grantors agree that:

1. Only those portions of the Easement Area will be sloped and filled, and only those trees within the Easement Area will be removed, as may be necessary to permit the possible future construction of the Roadway.
2. All portions of the Easement Area which are sloped and/or filled will be graded, loamed (three to four inches deep) and seeded, or otherwise stabilized by the use of mulch or similar materials.
3. Once the final grades of these sloped and/or filled portions of the Easement Area are established and are finally approved by said Planning Board or said official, board or agency, they shall not be altered by the Grantors except as may be required by said Planning Board or said official, board or agency.
4. Any portion of the Easement Area which is disturbed by the aforesaid surveying and testing will be restored, as nearly as reasonably possible, to the condition existing prior to such surveying and testing, except that the Grantors shall not be required to replace any trees or similar growth which are removed, it being understood that only such trees and similar growth will be removed as is necessary for such surveying and testing.

5. In connection with the exercise of the Easement and the Testing Rights, the Grantors shall indemnify and hold harmless the Grantee from and against all loss, claims, costs, damages, liabilities and injury due to any negligent act or omission of the Grantors and of all persons acting for, on behalf of, through, or under authority of, the Grantors. Prior to the exercise of the Easement and the Testing Rights, the Grantors shall provide certificates of liability insurance in the minimum amount of \$1,000,000.00 to the Grantee, naming the Grantee as a named insured.

The Easement and other rights herein reserved are appurtenant to so much of said other land of the Grantors and to Parcel B-2 as may be included in a development which is accessed from White Pond Road. The Easement may be exercised if, and only if, the Roadway is constructed from said White Pond Road in accordance with a subdivision plan approved by said Planning Board or in accordance with any other applicable rules, regulations or requirements of any official, board or agency having jurisdiction over the development of said land of the Grantors. The Grantee agrees, by the acceptance and recording of this Quitclaim Deed, that he will not oppose an application to said Planning Board for the approval of such a subdivision or the application to such other official, board or agency for the approval of development plans.

The Testing Rights are, by their nature, intended to be ancillary to the approval process which would lead to the approval of the Roadway. Accordingly, the construction of the Roadway is not a condition precedent to the Grantors' right to exercise the Testing Rights. The Testing Rights may only be exercised by the Grantors in connection with said approval process.

The Grantee is hereby granted the right to use the Easement Area for all usual and customary purposes permitted by the zoning bylaws of the Town of Stow so long as such use is not inconsistent with the Easement herein reserved to the Grantors and so long as such use does not result in damage to the Roadway.

The Grantors reserve the right to convey the Easement herein reserved, to the Town of Stow in connection with the dedication and laying out of the Roadway as a public way.

The rights, easements and obligations of the Grantors and the Grantee set forth herein are intended to be appurtenant to the respective properties of each of them, and to be binding upon, and inure to the benefit of, each of them and their respective heirs, successors and assigns.

For title, reference is made to the following:

1. Deed from Iria J. Alberi, Executrix under the will of Anna J. Fors, to Jabran K. Kurker and George K. Kurker, dated September 26, 1957 and recorded with said Deeds in Book 9042, Page 582;
2. Deed from Wedad Kurker, individually and Wedad Kurker and Mitchell A. Kurker, Trustees under the will of George K. Kurker, to Jabran K. Kurker dated February 13, 1969 and recorded with said Deeds in Book 11934, Page 719;
3. The will and codicil of Jabran K. Kurker, who died on March 12, 1977 (Middlesex Probate No. 501154); and the will of Rose Kurker, who died on October 29, 1980 (Middlesex Probate No. 531421).
4. Deed from James K. Kurker et als, as Executors and Trustees of Trust A and Trust B under the will of Jabran K. Kurker to the within Grantors, of even date herewith, and to be recorded with said Deeds contemporaneously herewith.

Address of premises: 84 Great Road, Stow, Massachusetts.

EXECUTED AS A SEALED INSTRUMENT this 28 day of December, 1990.

James K. Kurker

 James K. Kurker

Corrine M. Hill

 Corrine M. Hill

George K. Kurker

 George K. Kurker

Donna H. Suffredini

 Donna H. Suffredini

CANCELLED

TAX 228.00
 CASH 228.00

60284015-33-49
 EXCISE TAX
CANCELLED

DEEDS REG 15
 MIDDLE SOUTH
 12/31/90

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 28, 1990

Then personally appeared the above-named James K. Kurker and acknowledged the foregoing instrument to be his free act and deed, before me.

Jacqueline Bollen

Notary Public

My Commission Expires: 12/4/92

JACQUELINE BOLLEN
NOTARY PUBLIC
My Commission Expires Dec. 4, 1992

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 28, 1990

Then personally appeared the above-named George K. Kurker and acknowledged the foregoing instrument to be his free act and deed, before me.

Jacqueline Bollen

Notary Public

My Commission Expires: 12/4/92

JACQUELINE BOLLEN
NOTARY PUBLIC
My Commission Expires Dec. 4, 1992

