



TOWN OF STOW ZONING BOARD OF APPEALS APPLICATION FOR:

- SPECIAL PERMIT
- DIMENSIONAL VARIANCE
- SIGN VARIANCE
- APPEAL of DECISION OF BUILDING INSPECTOR/ZONING ENFORCEMENT OFFICER/SIGN OFFICER**

File one (1) copy of the Application (including plans and reports as required by the Rules and Regulations), folded to fit neatly within a legal sized file folder, to the Town Clerk

RECEIVED

Received and Filed with Town Clerk
Date _____
Stow Town Clerk _____

JAN 6 2022

TOWN CLERK
STOW, MA

File nine (9) copies of the Application (including plans and reports as required by the Rules and Regulations), folded to fit neatly within a legal sized file folder, to the Zoning Board of Appeals along with an Application fee payable to "Town of Stow" in the amount required by the Rules and Regulations. Refer to the Rules and Regulations for details on the information required.

APPLICANT'S NAME <u>Mark D Forgues</u>	PHONE # <u>508-951-7929</u>
	EMAIL: <u>Mdf030@aol.com</u>
MAILING ADDRESS: <u>39 Adams Drive, Stow, Ma 01775</u>	
LOCATION AND STREET ADDRESS OF SITE <u>102 Great Road, Stow, Ma 01775</u>	
AREA OF SITE <u>26.094</u> sq. ft./acres	FRONTAGE <u>235.1</u> linear feet
ZONING DISTRICT <u>Business</u>	TOWN OF STOW ASSESSOR'S MAP Number(s) <u>00R-29</u> Parcel Number(s) <u>83A</u>
SOUTH MIDDLESEX REGISTRY OF DEEDS BOOK AND PAGE NO.(s): <u>Bk11838 Pg671</u>	
or LAND COURT CERTIFICATE OF TITLE NO.(s): _____	
PROPERTY OWNER(S) NAME <u>Presti Family Limited Partnership c/o Presti Management Company</u>	PHONE NO. _____ EMAIL _____
APPLICATION FEE MADE PAYABLE TO TOWN OF STOW	\$250.00 PLUS \$2.00 FOR EACH LISTED ABUTTER \$ <u>300.00</u>

TYPE OF APPLICATION

<input type="checkbox"/> Special Permit	Check the appropriate box below
	<input type="checkbox"/> Section 3.2.2 of the Zoning Bylaw (Residential District Use)
	<input type="checkbox"/> Section 3.3.3 of the Zoning Bylaw (Business District Use)
	<input type="checkbox"/> Section 3.9 of the Zoning Bylaw (Non-Conforming Use or Structure) (attach copy of form Appendix 7 for non-conforming vacant lots)
	<input type="checkbox"/> Section 4.1.3 of the Zoning Bylaw (Two or more dwelling houses)
	<input type="checkbox"/> Section 4.1.4 of the Zoning Bylaw (Floodplain)
	<input type="checkbox"/> Section 4.1.6 of the Zoning Bylaw (Single Family dwelling on non-conforming lot in single ownership)
	<input type="checkbox"/> Section 4.4 of the Zoning Bylaw (Table of Dimensional Requirements) for expansion of an existing non-conformity.
	<input type="checkbox"/> Section 5.1.1.7 of the Zoning Bylaw (Floodplain Overlay District – Mapping Error)
	<input type="checkbox"/> Other

<input type="checkbox"/> Variance (Section 4.4 (Dimensional Requirements) of the Zoning Bylaw)	Required Setback – Current Zoning Bylaw		Existing Setback	Proposed Setback	Variance Requested
	Front yard	____ feet	____ feet	____ feet	____ feet
	Side Yard	____ feet	____ feet	____ feet	____ feet
	Rear Yard	____ feet	____ feet	____ feet	____ feet
	Other	(Describe)			

<input type="checkbox"/> Variance – Section 6.3..7.7 (Signs) of the Zoning Bylaw	Attach description of and justification for variance.
<input checked="" type="checkbox"/> Appeal of Decision of the Building Commissioner/Zoning Enforcement Officer/Sign Officer	Attach description of and justification for appeal. See attached note.

DESCRIPTION AND JUSTIFICATION FOR THE PROPOSED REQUEST:

Attach detailed description and justification for request.


Any additional maps, plans, photographs, deeds, or documents which the Applicant wishes to submit should be enclosed with each copy of this Application.

=====

The undersigned hereby certify that the information on this Application and plans submitted herewith are correct, and that all applicable provisions of Statutes, Regulations, and Bylaws will be complied with.

The above is subscribed to and executed by the undersigned under the penalties of perjury in accordance with Section 1-A of Chapter 268, General Laws of the Commonwealth of Massachusetts.

APPLICANT

Date:	
Name (print) MARK D FORGUES	Signature 

OWNER'S KNOWLEDGE AND CONSENT

I hereby assert that I have knowledge of and give my consent to the Application presented above.

Date:	
Name (print)	Signature

TRUST, CORPORATION OR COMPANY KNOWLEDGE AND CONSENT

Date:	
Name (print)	Signature

Mark D Forgues
39 Adams Drive (Mailing)
9 White Pond Road (Abutter)
Stow, Ma 01775
Phone #508-951-7929
01/06/2021

Dear Zoning Board of Appeals,

The zoning enforcement officer (Mr. Ramsbottom) has responded to my request for cease and desist but I don't believe we are on the same page as to my request. Below is why I am asking for a cease and desist.

My concern is not a third-class II license being issued on the property but the opening of a new dealership which was never there before. The property has never had a limit on the number of cars allowed on the property but was only limited by the paved area. Adding Car Lot Express with 10 cars inside and 60 cars outside and YOLO MOTO with 8 cars inside and 4 cars outside, totaling 82 cars is a definite increase in use. This is why I have requested the Cease-and-Desist order. Both dealerships are already pursuing with the Selectboard for an increase in the number of cars allowed. Would this trigger an increase in use? How high can the number of cars being sold on this property be before it is a change in use. Where are they going to place these cars on the lot, only on paved areas as previously licensed or anywhere they choose. Allowing possible oil and gas spills to leach into the ground. These are simple questions that need to be answered. I believe it already has exceeded the amount allowed to require a cease-and-desist order or at minimum a special permit showing a site plan and compliance with all the zoning by-laws.

In the Zoning Enforcement Officer's and the Zoning Boards Decision of December 16,2021 of my request both have used the decision of December 2017 to make in part their decisions. By my right to defend my request I now would like to share why you should reverse the Zoning Officer's decision and allow the Cease-and-Desist to be enforced as the decision of December 2017 does not apply.

I would like to share some facts regarding 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 number of cars the Selectboard has approved on the first license and then the number of cars added on with the second dealership (64 Cars Total Outside) would never fit on Lot A which is the only Lot allowed to be grandfathered. The Selectboard should consult with the Zoning Board of Appeals before expanding or issuing any license to make sure they are not in violation of the Mass General Laws and the Town of Stow's By-Laws.

Below are the facts of ownership.

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 to Grandfather Lot A is my belief. Grandfathering property owned by others would be unlawful. The Zoning Board of Appeals and the Zoning Enforcement Officer have rejected my requests for enforcement partly based on this decision. The Zoning Board should at this time amend their decision of 2017 to show grandfathering of just Lot A and allow my Cease-and-Desist order to be enforced.

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.

Thank You

A handwritten signature in blue ink, appearing to read 'M. D. Forgues', with a stylized flourish at the end.

Mark D Forgues

THIS PLAN IS MEANT AND INTENDED TO SUPERSEDE ALL PLANS WHICH PREDATE THIS ENDORSEMENT.

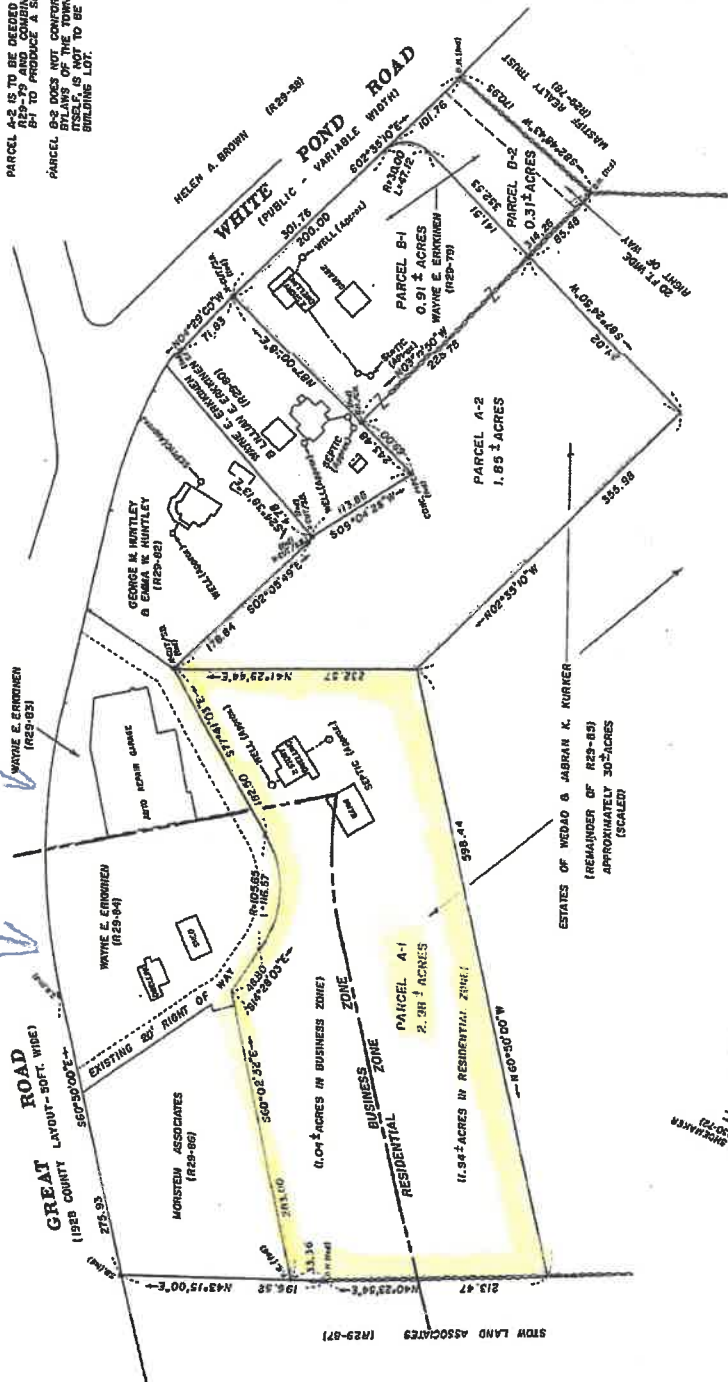
PARCEL A-1 IS TO BE DEEDED TO THE OWNER OF PARCELS B-1 & B-2.
PARCEL A-2 IS TO BE DEEDED TO THE OWNER OF PARCELS B-1 & B-2 TO PRODUCE A SINGLE BUILDING LOT.
PARCEL B-2 DOES NOT CONFORM TO THE ZONING BYLAWS OF THE TOWN OF STOW AND, BY RESULT, IS NOT TO BE CONSIDERED A BUILDING LOT.

APPROVAL UNDER THE SUPERVISION CONTROL LAW NOT REQUIRED.

ONE *[Signature]*

STOW LAND ASSOCIATES (1829-97)

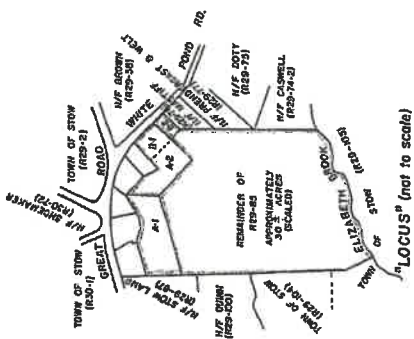
COUNTY LAYOUT



PLAN OF LAND IN STOW, MASSACHUSETTS PREPARED FOR WAYNE E. ERKKINEN 9 WHITE POND RD. STOW, MA. DATE: SEPTEMBER 24, 1998 SCALE: 1 IN. = 80 FT. BRUCE A. KANKANPAA, P.L.S. SUDBURY, MA.



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS. *[Signature]* DATE 9/24/98 P.L.S.



Middlesex Registry of Deeds, Southern District, Cambridge, Massachusetts. Plan No. 10719 of 1829. Rec'd Dec. 31, 1990. at 1:43 PM. Plan Doc No. 6645. Rec'd, BK. 209, 22 Page. 232. *[Signature]* 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:

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.

Lillian E. Erkkonen husband
wife of said grantor,

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

Witness our hands and seals this 10th day of January 1956

.....
Toivo H. Erkkonen
.....
Lillian E. Erkkonen
.....

The Commonwealth of Massachusetts

..... Middlesexss. January 10, 1956

Then personally appeared the above-named Toivo H. Erkkonen

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

Ralph J. Sullivan
Notary Public

~~My Commission Expires October 7, 1961~~

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

~~EXECUTOR under the WILL of~~ ~~ADMINISTRATOR of the ESTATE of~~ ~~TRUSTEE of~~ ~~GUARDIAN~~
of ~~CONSERVATOR of~~ ~~RECOVERER of~~ ~~NOTARY 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

for * TWENTY THOUSAND (\$20,000.00) * and every other power,
paid, grant to TOIVO H. ERKKINEN and LILLIAN E. ERKKINEN, Dollars
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 86° 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.

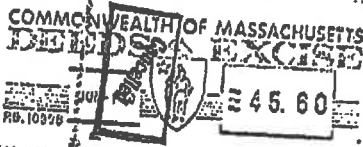
Being part of the premises conveyed to William H. Buckley and Kilda B. Buckley by deed of William H. Lord et al, dated July 1, 1929 and recorded with said Deeds, Book 5374, Page 19.

BN-1-70 AH 1152 114M 8.00

Witnessed and sealed with my hand and seal this 28th day of MAY 19 70

MASSACHUSETTS
COUNTY

012313



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. Hall
Notary Public - Justice of the Peace

My commission expires July 16 19 76

LOT A-1

L7
R1

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 ***
 *** REGISTRY FEE: 572 ***
 *** RECORDING FEE: 58.00 ***
 *** TOTAL: 858.00 ***
 *** PLAN NUMBER: 20942 ***
 *** PLAN BOOK: 20942 ***
 *** PLAN PAGE: 282 ***
 *** ADDRESS OF PROPERTY: PARCELS A-1 AND A-2 OFF GREAT ROAD, STOW, MA

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 2288.00
 CASH 2288.00

60280015-83-49
CANCELLED
 EXCISE TAX

DEEDS REG 15
 MIDDLESEX SOUTH
 12/31/90

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 18, 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



Town of Stow
BOARD OF ASSESSORS

388 Great Road
Stow, Massachusetts 01775-1122
(978) 897-4597
Email: Assessors2@Stow-MA.gov

REQUEST FOR CERTIFIED ABUTTERS' LIST

Date of Request: 12/31/2021

Property Owner: PRESTI FAMILY LIMITED PARTNERSHIP

Property Location: 84-102 GREAT ROAD

Parcel ID: (Map & Lot): MAP#FOOR-29 LOTS 000083 00085A

Requesting Board: TOWN OF STOW ZONING BOARD OF APPEALS

Requestor Information:

Name: MARK D. FORGUES

Mailing Address: 39 ADAMS DRIVE

Email address: MDF030@AOL.COM

Phone Number: 508-951-7929

FEE: \$20.00 for first 20 abutters or less:
PLUS: \$1.00 per abutter above 20 entries and \$2.00 per sheet of labels.

Assessors' Office Use Only:

Deposit: \$ _____ Cash Check (check # _____)

Add'l Fee: \$ 24 Cash Check (check # _____)

The Board of Assessors has 10 business days to provide all Certified Lists of Abutters.
The list is valid for 90 days from the date of Certification.
Applications submitted without all necessary information may be returned for completion.

ABUTTERS LIST
84 - 102 Great Rd
MAP R29 PARCELS 83, 85A

MAP/PARCEL	PROPERTY LOCATION	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	STATE	ZIP CODE	DEED BOOK	DEED PAGE
00R-29 000002	0 GREAT RD	TOWN OF STOW		380 GREAT RD	STOW	MA	01775	5538	600
00R-29 000003	59 GREAT RD	PANTEUA-ERINI MARIA		3 WOODMAN RD	WORCESTER	MA	01602	70992	62
00R-29 000058	10 WHITE POND RD	SURWILLO JENNIFER L		10 WHITE POND RD	STOW	MA	01775	60001	123
00R-29 000080	9 WHITE POND RD	FORGUES MARK D		9 WHITE POND RD	STOW	MA	01775	64538	405
00R-29 000082	1 WHITE POND RD	FISHER KATHLEEN A		1 WHITE POND RD	STOW	MA	01775	42779	187
00R-29 000083	92 GREAT RD	PRESTI FAMILY LIMITED PARTNERSHIP		585 MASSACHUSETTS AVE	ACTON	MA	01720	44389	43
00R-29 000086	108 GREAT RD	JKC PROPERTIES LLC		14 NASON ST	MAYNARD	MA	01754	72042	557
00R-29 000087	118 GREAT RD	JKC PROPERTIES LLC		14 NASON ST	MAYNARD	MA	01754	72042	557
00R-29 000088	124 GREAT RD	LOWER VILLAGE LLC		171 GREAT RD	ACTON	MA	01720	51375	12
00R-29 000089	128 GREAT RD	GREAT ROAD REAL ESTATE, LLC		128 GREAT RD	STOW	MA	01775	74202	100
00R-29 00085A	84 GREAT RD	PRESTI FAMILY LIMITED PARTNERSHIP		585 MASSACHUSETTS AVE	ACTON	MA	01720	44389	43
00R-29 00085B	0 HERITAGE LN	TOWN OF STOW		380 GREAT RD	STOW	MA	01775	28554	427
00R-29 00100A	0 GREAT RD	HABITECH INC		148 PARK ST SUITE 3	NORTH READING	MA	01864	26900	543
00R-29 00100C	0 LANE'S END	HABITECH INC		148 PARK ST SUITE 3	NORTH READING	MA	01864	26900	543
00R-29 0079-1	11 WHITE POND RD	GRANAT DOROTHY E		11 WHITE POND RD	STOW	MA	01775	50100	419
00R-29 0079-2	15 HERITAGE LN	GUILLES MARVIN A		15 HERITAGE LN	STOW	MA	01775	59678	425
00R-29 0100-3	24 LANE'S END	COFFMAN HAROLD DOUG		24 LANE'S END	STOW	MA	01775	69094	576
00R-29 0100-4	29 LANE'S END	GRIFFIN STEPHEN		29 LANE'S END	STOW	MA	01775	30544	109
00R-29 85-11A	25 HERITAGE LN	THAXTON SCOTT E		25 HERITAGE LN	STOW	MA	01775	35386	29
00R-29 85-12A	21 HERITAGE LN	FOY JEFFREY W-D		21 HERITAGE LN	STOW	MA	01775	72811	419
00R-30 000001	0 GREAT RD	TOWN OF STOW		380 GREAT RD	STOW	MA	01775	579	7
00R-30 000002*	12 RED ACRE RD	12 RED ACRE, LLC		12-14 RED ACRE RD	STOW	MA	01775	78672	3
00R-30 000072	5 RED ACRE RD	SHOEMAKER JR PHILIP B		5 RED ACRE RD	STOW	MA	01775	27783	9
00R-30 000073	9 RED ACRE RD	BROWN CHRISTOPHER J		9 RED ACRE RD	STOW	MA	01775	71069	448
00R-30 00013A	117 GREAT RD	LINEAR RETAIL STOW #1 LLC		ONE BURLINGTON WOODS DR	BURLINGTON	MA	01803	44697	52

* recent sale

Certified by the Stow Board of Assessors: 
 Date Certified or Re-Certified: 1/3/22 Ft: 300-

Stuart Carter, MAA

TOWN OF STOW
380 GREAT RD
STOW, MA 01775

PANTELIA-EIRINI MARIA
3 WOODMAN RD
WORCESTER, MA 01602

SURWILO JENNIFER L
10 WHITE POND RD
STOW, MA 01775

FORGUES MARK D
9 WHITE POND RD
STOW, MA 01775

FISHER KATHLEEN A
1 WHITE POND RD
STOW, MA 01775

PRESTI FAMILY LIMITED
PARTNERSHIP
585 MASSACHUSETTS AVE
ACTON, MA 01720

JKC PROPERTIES LLC
14 NASON ST
MAYNARD, MA 01754

JKC PROPERTIES LLC
14 NASON ST
MAYNARD, MA 01754

LOWER VILLAGE LLC
171 GREAT RD
ACTON, MA 01720

GREAT ROAD REAL ESTATE, LLC
128 GREAT RD
STOW, MA 01775

PRESTI FAMILY LIMITED
PARTNERSHIP
585 MASSACHUSETTS AVE
ACTON, MA 01720

TOWN OF STOW
380 GREAT RD
STOW, MA 01775

HABITECH INC
148 PARK ST SUITE 3
NORTH READING, MA 01864

HABITECH INC
148 PARK ST SUITE 3
NORTH READING, MA 01864

GRANAT DOROTHY E
11 WHITE POND RD
STOW, MA 01775

GUILES MARVIN A
15 HERITAGE LN
STOW, MA 01775

COFFMAN HAROLD DOUG
24 LANE'S END
STOW, MA 01775

GRIFFIN STEPHEN
29 LANE'S END
STOW, MA 01775

THAXTON SCOTT E
25 HERITAGE LN
STOW, MA 01775

FOY JEFFREY W-D
21 HERITAGE LN
STOW, MA 01775

TOWN OF STOW
380 GREAT RD
STOW, MA 01775

12 RED ACRE, LLC
12-14 RED ACRE RD
STOW, MA 01775

SHOEMAKER JR PHILIP B
5 RED ACRE RD
STOW, MA 01775

BROWN CHRISTOPHER J
9 RED ACRE RD
STOW, MA 01775

LINEAR RETAIL STOW #1 LLC
ONE BURLINGTON WOODS DR
BURLINGTON, MA 01803

