



**Guerriere &  
Halnon, Inc.**  
ENGINEERING & LAND SURVEYING

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Est. 1972

F-4220-3

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August 6, 2025

Town of Franklin Planning Board  
355 East Central Street  
Franklin, MA 02038

**Re: Cranberry Meadows Definitive Subdivision Modification Plan**

Dear Planning Board Members:

As the applicant's representative, Guerriere & Halnon, Inc. (G & H) hereby submits the Cranberry Meadows Definitive Subdivision Modification Plan, Franklin, Massachusetts in accordance with the Town of Franklin Submittal Requirements. We have provided one original and one copy of the application and the following supporting documentation for your review and approval.

As part of the submittal G & H has included the following:

- Application for Definitive Subdivision Modification;
- Project Narrative
- Certificate of Ownership;
- Form R
- Certified Abutters List
- Current Deed
- (6) Sets of 11"x17" prints of Definitive Subdivision Plan
- (2) Sets of 24"x36" prints of Definitive Subdivision Plan
- Filing Fee - \$750.00

We trust this meets with your requirements. Please contact us at our Franklin office at (508) 528-3221 if you have any questions or require additional information.

Sincerely,  
*Guerriere & Halnon, Inc.*

Dale MacKinnon, P.E.

Enclosures

**FORM C-1**  
**APPLICATION FOR APPROVAL OF MODIFICATION PLAN**

To the Planning Board of Franklin:

The undersigned, herewith, submits the accompanying modification of a Definitive subdivision entitled: “ \*\* \_\_\_\_\_ ” for approval under the requirements of the Subdivision Control Law and your rules and regulations covering the subdivision of land. **\*\* Cranberry Meadows Definitive Subdivision Modification Plan Franklin Massachusetts**

1. Name of Applicant: Brendon Properties Burton Woods LLC  
Address of Applicant: 259 Turnpike Road Suite 110 Southboro, MA. 01772  
Phone No.: 508-485-3999 Email: leslie@brendonhomes.com
  
2. Name of Owner (if not the Applicant): Brendon Properties Burton Woods, LLC.  
269 Turnpike Road Suite 110  
Southboro, MA. 01772
  
3. Name of Engineer: Guerriere & Halnon, Inc.  
Address of Engineer: Dale MacKinnon, PE  
Phone No.: 508-473-6630 Email: dmackinnon@gandhengineering.com
  
4. Deed reference at Norfolk Registry of Deeds: Book 42471 Pg 421 (Brendon Properties)  
Book 9783 Pg 399 (Flaherty) Book 36588 Pg 115 (Griffith)
  
5. Location and Description of Property: See narrative  
provided with this application (Assessor’s Map & Lot: Map 223 Lots 37, 38, and 39)
  
6. No. of Lots: 2
  
7. Purpose for modifying the definitive plan: See narrative  
by the Law Offices of Jerry C. Effren, provided with this application

	Brendon Properties Burton Woods LLC. Brendon Giblin
Signature of Applicant	Print Name of Applicant
	Brendon Giblin
Signature of Owner	Print Name of Owner

An Assessor’s certified list of all abutters within 300 feet of this subdivision is attached.

CERTIFICATE OF OWNERSHIP

I the undersigned Applicant, do hereby certify to the Town of Franklin, through its Planning Board, that all parties of interest to the below-listed plan are identified in Section B: below,

SECTION A:

Title of Plan: Cranberry Meadows Definitive Subdivision Modification Plan  
Franklin Massachusetts

Date of Plan: August 1, 2025 Assessor's Information: Map 223 Lot 38

Prepared by: Guerriere & Halnon, Inc.

Type of Plan: 81-P; Prelim.; Def.; Site Plan  
Subdivision Modification

SECTION B:

Name of Record Owner(s): Brendon Properties Burton Woods, LLC.  
c/o Brendon Giblin

Address of Record Owner(s): 259 Turnpike Road Suite 110  
Southboro, MA. 01772

\*If in the name of a Trust, Corporation or Partnership, list the names and addresses of all Trustee(s), Corporate Officer(s) or Partner(s):

\*If in the name of a Trust or Corporation, list the Beneficiary(ies) of the Trust or the Shareholder(s) of the Corporation:

\*If in the name of a Trust or Corporation, list the date, county, book and page of recording of the Trust Instrument, or the date and State of incorporation:

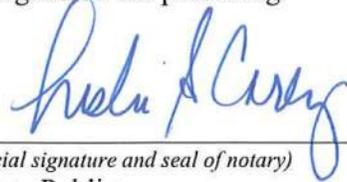
Executed as a sealed instrument this 20 day of  
Brendon Properties Burton Woods LLC.  
Brendon Giblin  
Signature of Applicant Print name of Applicant  
Brendon Giblin  
Signature of Owner Print name of Owner

COMMONWEALTH OF MASSACHUSETTS

Worcester ss.

20 25

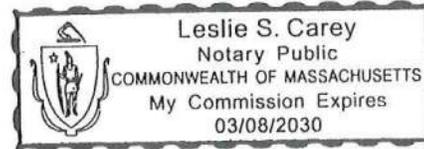
On this 4<sup>th</sup> day of August 2025, before me, the undersigned notary public, personally appeared Brendan P. G. blin (name of Applicant), proved to me through satisfactory evidence of identification, which were personally known to be the person whose name is signed on the preceding document in my presence.



(Official signature and seal of notary)

Notary Public:

My Commission Expires: \_\_\_\_\_



**Form R:  
Franklin Planning Board  
Subdivision Waiver Request**

**Prepared by:** Guerriere & Halnon, Inc.                      **Signed:**

**Subdivision:** Burton Woods Bellingham , MA.

**Date:** August 1, 2025

**Nature of Waiver:** To allow variable width pavement within a private way to align and blend with pavement in a proposed subdivision in Bellingham

**Subdivision Rules and Regulation Reference:** 300-10 Streets C. Width Requirements (1)  
Street pavement widths

**Reason the waiver is requested:** Franklin requires one width and Burton Woods was approved with a reduced pavement size. it would be beneficial for safety purposes

**Alternatives to granting the waiver:** Having 2 different widths of pavement in 2 different towns causing confusion for drivers

**Impact of waiver denial on the project:** Possible safety issues from one town to another.

**Reasons this waiver is in the best interests of the Town and consistent with the intent and purpose of the Subdivision Control Law:** Creating less impervious coverage draining into the system and allow for vehicular safety

**Form R:  
Franklin Planning Board  
Subdivision Waiver Request**

**Prepared by:** Guerriere & Halnon, Inc.

**Signed:**

**Subdivision:** Burton Woods Bellingham , MA.

**Date:** August 1, 2025

**Nature of Waiver:** To allow for no Stormwater report to be completed

**Subdivision Rules and Regulation Reference:** 300-11 Stormwater

**Reason the waiver is requested:** Removal of existing Cul-de-sac pavement within Sunken Meadow road would lead to less impervious coverage going into the drainage system.  
Holding existing grades would let the roadway drain to those existing catch basins.

**Alternatives to granting the waiver:** Creating more expense for the client for drainage that is already in the drainage system

**Impact of waiver denial on the project:** no impact concerning the drainage system

**Reasons this waiver is in the best interests of the Town and consistent with the intent and purpose of the Subdivision Control Law:** To lessen the impervious coverage where it is not needed

**Form R:  
Franklin Planning Board  
Subdivision Waiver Request**

**Prepared by:** Guerriere & Halnon, Inc.

**Signed:**

**Subdivision:** Burton Woods Bellingham , MA.

**Date:** August 1, 2025

**Nature of Waiver:** To allow for no sidewalks and shade trees

**Subdivision Rules and Regulation Reference:** 300-13 Other Improvements  
A. Sidewalks and E. Shade Trees

**Reason the waiver is requested:** To allow for no sidewalks where none exists on Sunken Meadow Road.  
To allow for no Shade trees added, mature trees already exist on Sunken Meadow Road

**Alternatives to granting the waiver:** To construct sidewalks that lead to no where and to plant tree where mature trees already exist

**Impact of waiver denial on the project:** Creating more impervious surface with no benefit not having new tree growth next to the roadway

**Reasons this waiver is in the best interests of the Town and consistent with the intent and purpose of the Subdivision Control Law:** Not adding more impervious coverage for no reason

**Form R:  
Franklin Planning Board  
Subdivision Waiver Request**

**Prepared by:** Guerriere & Halnon, Inc.

**Signed:**

**Subdivision:** Burton Woods Bellingham , MA.

**Date:** August 1, 2025

**Nature of Waiver:** Not adding lighting to the proposed new pavement

**Subdivision Rules and Regulation Reference:** 300-12 Utilities (C)(2) streetlighting

**Reason the waiver is requested:** To allow no street lights added where no street lights exist within Sunken Meadow Road in that area. Individual home owners have existing lights at the end of each driveway

**Alternatives to granting the waiver:** To require lighting to be added where none exists presently

**Impact of waiver denial on the project:** To require lighting to be added where none presently exists

**Reasons this waiver is in the best interests of the Town and consistent with the intent and purpose of the Subdivision Control Law:**To keep the existing subdivision in its present state

**PLANNING BOARD  
FRANKLIN, MASSACHUSETTS**

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**NARRATIVE IN SUPPORT OF APPROVAL OF  
DEFINITIVE SUBDIVISION MODIFICATION PLAN**

By this Application, Brendon Properties Burton Woods, LLC, (“Applicant”) seeks to bring decades of litigation to an end with the approval of Applicant’s construction of a short extension of Sunken Meadow Road, a private way shown on the Definitive Subdivision Plan “Cranberry Meadows,” dated on August 17, 1987 (the “Definitive Plan”). (*See Definitive Plan, attached as Exhibit A.*) Sunken Meadow Road is already constructed within the boundaries of the Definitive Plan except for approximately 35 feet of pavement needed to connect the road to the Bellingham town line, which will provide access to a previously approved single-family development in Bellingham, “Burton Woods” which relied in large measure on the completion of the proposed extension of Sunken Meadow Road for access and egress to the Bellingham property. To that end, the Applicant submits herewith the “Cranberry Meadows” Definitive Subdivision Modification Plan (the “Modification Plan”) in accordance with G.L. c. 41, § 81W and the Town’s subdivision regulations and asks the Board to either (i) approve the Application or (ii) in the alternative, authorize the short extension with a determination that the construction of the extension does not require modification of the subdivision approval.

**Background**

The Applicant is here following the decades-long dispute that arose when certain residents of Sunken Meadow Road attempted to prevent the development of property in neighboring Bellingham, which will be utilizing Sunken Meadow Road for access. Most recently, the dispute resulted in the unsuccessful Land Court appeal of the approval of a 40B affordable housing project in Bellingham which contemplated access over Sunken Meadow Road.<sup>1</sup> The Land Court case is captioned *Paul Griffith v. Brian Wright*, 20 MISC 000036, which those same neighbor/plaintiffs appealed to the Massachusetts Appeal Court in a case captioned *Griffith v. Bellingham Zoning*

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<sup>1</sup> The Applicant is the successor to Hidden Meadow II Realty Trust, having acquired the land on which the 40B project in Bellingham will be constructed by Quitclaim Deed recorded in the Norfolk County Registry of Deeds in Bk 42471, Pg 421 on June 20, 2025 (“Applicant’s Deed”). (*Applicant’s Deed is attached as Exhibit D.*)

*Board of Appeals, No. 2023-P-0978. (Decisions from both Courts are attached as Exhibit B and Exhibit C.)*

The Courts found that the properties owned by the Flahertys and the Griffiths – 10 and 11 Sunken Meadow Road, respectively, were at the time of their purchases and prior to house construction, already subject to a previously recorded easement to extend Sunken Meadow Road to the Bellingham town line and to an easement for the existing temporary turnaround or cul-de-sac, the latter of which will cease to exist when Sunken Meadow Road is extended. (*Exhibit C, p. 5.*) With the rejection of the neighbor/appellants' appeal, all that is left is for the Applicant to file the pending Application with the Franklin Planning Board which it has now done. For avoidance of any doubt concerning how this Application should proceed in the Town of Franklin, the Appeals Court stated without ambiguity that “the [Land Court] judge did not err in holding that the defendant is not required to obtain the plaintiffs’ [i.e. the Flahertys’ and the Griffiths’] consent to extend Sunken Meadow Road” or obtain an approval under Section 81W. (*Exhibit C, p. 6.*)

#### **The Land Court’s Direction Concerning this Board’s Limited Review**

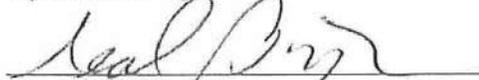
The Land Court struggled with whether the extension of Sunken Meadow Road required review of the extension as a subdivision modification or not. It did, however, order the Applicant to “present to the Franklin planning board a plan for the construction of the extension of Sunken Meadow Road in Frankin”, but foresaw the potential for decades more litigation following any Planning Board decision. (*Exhibit B, p. 41.*) It therefore provided guidance to assist the Planning Board in structuring its review of this Application. The Land Court noted the Planning Board has “the authority to review any change to Sunken Meadow Road for the purpose of assuring that the extension of the road into Bellingham is constructed in a manner that is consistent with the existing conditions of Sunken Meadow Road and is, otherwise safe. (*Exhibit B, p. 42.*) The Land Court went on to confirm that it was within the Planning Board’s authority to waive strict compliance with Franklin subdivision rules and regulations and that it may condition its approval “on reasonable conditions ‘designed for the safety, convenience and welfare’ of the town’s inhabitants”. The Land Court also made it abundantly clear that, if the Planning Board did treat Modification Plan as a modification of the Definitive Plan under 81W, any such approval would not require the consent of the owners of Cranberry Meadows, including the Griffiths and the Flahertys. (*Exhibit B, p. 41; Exhibit C, p. 6.*)

**Requested Relief**

Prior to making this filing, the Applicant met with the Town Planner, Town Counsel, and a representative of the DPW to discuss the Modification Plan. In accordance with G.L. c. 41, § 81W, the Board should approve the Modification Plan along with the requested waivers because, in conformity with the Land Court Decision, it proposes an extension of Sunken Meadow Road that is consistent with the previously constructed portions of the road as shown on the as-built plan on file with the Franklin Department of Public Works and will be safe. (*A photocopy of the As-Built Plan is attached as Exhibit E.*) Sunken Meadow Road has been constructed and in existence for more than thirty (30) years with no negative impact to the health and safety of the residence of the Town of Franklin. This short extension of the road to the Bellingham town line does nothing to even suggest any health, safety, planning or open space concern of the town contemplated by the Land Court would provide a basis for anything other than an approval without conditions with all requested waivers granted. In the alternative, the Applicant requests that the Planning Board determine that this short extension does not constitute a Section 81W modification, determine that the proposed construction is safe, and authorized construction to proceed in accordance with that set forth on the Modification Plan.

BRENDON PROPERTIES BURTON  
WOODS, LLC

By its attorney,



Jerry C. Effren, Esq.

Neal J. Bingham, Esq.

Law Offices of Jerry C. Effren

Dated: August 6, 2025

## **Exhibit A**

Definitive Subdivision

Cranberry Meadows



## **Exhibit B**

Land Court

Decision

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT

NORFOLK, ss.

No. 20 MISC 000036 (KTS)

PAUL GRIFFITH, <i>et al.</i> ,	)
	)
Plaintiffs,	)
v.	)
BRIAN WRIGHT, <i>et al.</i> ,	)
	)
Defendants.	)

**DECISION**

This case pits a neighborhood in Franklin against a proposed residential development in Bellingham. The Plaintiffs, Paul and Caroline W. Griffith, and Susan M. and John J. Flaherty, Jr. (the “Plaintiffs”), each own a home in the Cranberry Meadows subdivision in Franklin. Defendant, Hidden Meadow II Realty Trust, Edward Gately, Trustee (“Hidden Meadow”), is the project proponent whose locus abuts the Plaintiffs’ properties but is located in Bellingham. At issue is the decision by the Bellingham zoning board of appeals granting a comprehensive permit to Hidden Meadow to build an affordable housing project on the land in Bellingham, with its sole means of access over Sunken Meadow Road in the Cranberry Meadows subdivision in Franklin.

The Plaintiffs have challenged the Bellingham zoning board’s decision in a broad-sweeping, multiple count complaint that focuses on whether Hidden Meadow has the right to use Sunken Meadow Road for access to its affordable housing project in Bellingham. In this regard, although they seek judicial review of the decision under G. L. c. 40A, § 17, the Plaintiffs’ case is

less about a traditional zoning appeal and more about a question of whether Hidden Meadow has a right to use Sunken Meadow Road for anything.<sup>1</sup> Count I alleges that Hidden Meadow's project constitutes a modification of the Cranberry Meadows subdivision and, therefore, pursuant to the modification provisions of the Subdivision Control Law, the project may not go forward without the Plaintiffs' consent *and* the approval of the Franklin planning board. Count II alleges that the project violates the Franklin zoning bylaw because the zoning district in which Sunken Meadow Road is located does not allow multi-unit residential development like the one approved for Hidden Meadow's land in Bellingham. Count III alleges three different legal theories for the proposition that Hidden Meadow lacks adequate easement rights in Sunken Meadow Road to support access to the project. Finally, in Count IV, the Plaintiffs seek judicial review of the Bellingham zoning board's decision pursuant to G. L. c. 40A, § 17.

In defense of the project, Hidden Meadows counters that it has an express easement in Sunken Meadow Road that provides lawful access to its land. It argues that all of the legal theories asserted by the Plaintiffs are merely a disguise for what is, at its core, a zoning appeal under G. L. c. 40A, § 17 to annul the comprehensive permit. Under its theory that this is nothing more than a zoning appeal, Hidden Meadows argues that the Plaintiffs lack standing to contest the Bellingham zoning board's decision and, therefore, its entire case should be dismissed.

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<sup>1</sup>The Plaintiffs filed their original complaint on January 17, 2020, an amended complaint on January 21, 2020, and a second amended complaint on March 27, 2020. The complaint was amended a final time on September 9, 2020, when a complaint entitled "Second Amended Complaint" added six new plaintiffs, ostensibly for the purpose of asserting a ten-taxpayer action under G. L. c. 41, § 81Y to enforce the Massachusetts Subdivision Control Law and provisions of the Franklin subdivision rules and regulations concerning the use of Sunken Meadow Road as access to Hidden Meadow's project. The case went to trial based on the claims made in the "Second Amended Complaint."

Defendants, the Bellingham zoning board of appeals and the Town of Franklin, did not attend the trial or otherwise take any position on the merits of the arguments raised by the Plaintiffs or Hidden Meadow.

The case came on for a 4-day trial beginning on July 18, 2022. The parties made their closing arguments on November 10, 2022, and I took the matter under advisement. My findings follow.

### **Findings of Fact**

1. Hidden Meadow owns a parcel of land in Bellingham which is approximately 9.6 acres in area and identified by the Town of Bellingham Assessor as Parcel 14-42-BG. It is located in a residential zoning district under the Bellingham zoning bylaw but has no frontage on any public or private way in Bellingham. It is roughly rectangular in shape, surrounded on its western and southern boundaries by an existing residential neighborhood in Bellingham, along its northern boundary by the Charles River, and along its eastern boundary by the Cranberry Meadows subdivision in Franklin. The only means of access to the parcel is over Sunken Meadow Road, a private way in the Cranberry Meadows subdivision. The title history of Hidden Meadow's property is particularly relevant to the legal arguments raised by the Plaintiffs in this case.

2. Hidden Meadow's property was once part of a larger parcel of land that straddled the border between the towns of Franklin and Bellingham. As of 1987, this larger parcel was owned by Pine Street Realty Trust and only had frontage on Pine Street, a public way in Franklin.

3. On August 28, 1987, Pine Street Realty Trust sold approximately 19 acres of the land to Oak Ridge Construction, the entirety of which was in Franklin. At the time, this Franklin

section of land was subject to the approval of the Cranberry Meadows subdivision, which was comprised of 19 house lots located along two private roadways, Sunken Meadow Road and John Edwards Circle, that extended from the land's frontage on Pine Street. The definitive subdivision plan depicted John Edwards Circle ending in a cul-de-sac and Sunken Meadow Road ending in a "temporary turnaround."<sup>2</sup> The width of the roadway layout for Sunken Meadow Road, as approved, was 56 feet.

4. In the deed to Oak Ridge Construction, Pine Street Realty Trust reserved an easement to use Sunken Meadow Road and John Edwards Circle to access its remaining land in Franklin and Bellingham as follows:

"The grantors reserve unto themselves and their successors in title, the right to use said Sunken Meadow Road and John Edwards Circle, in common with other persons entitled thereto, as streets and ways are commonly used in the Town of Franklin.

\* \* \* \* \*

Lots 7 and 12 shall be subject to an easement for a temporary turnaround shown on said [approved subdivision plan], until such time as Sunken Meadow Road is extended."<sup>3</sup>

Lots 7 and 12 would become the sites of the single-family dwellings now owned by the Flahertys and the Griffiths, respectively.

5. Between 1987 and 1993, houses were built on the lots in the Cranberry Meadows subdivision and sold to third parties.

6. As constructed, Sunken Meadow Road has a paved width of 28 feet and ends at a temporary turnaround just short of the Bellingham town line. It is a private way.

7. On June 2, 1999, Pine Street Realty Trust sold its remaining Bellingham section of land to Bruce Lord. The deed into Lord referred to the easement over Sunken Meadow Road as follows: "Included herein is the right to use Sunken Meadow Road in common with other

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<sup>2</sup> Exhibit ("Ex.") 3.

<sup>3</sup> Ex. 26.

persons entitled thereto, as reserved by Grantors in a Quitclaim Deed dated August 28, 1987, to Oak Ridge Construction Co., Inc.”<sup>4</sup> The Bellingham section purchased by Lord is now the Hidden Meadow Property at issue in this case.

8. Lord testified at trial and described his period of ownership of the land and the efforts he took to develop it.

*The 2007 Land Court Case*

9. Following his acquisition of the Bellingham section, Lord obtained approval from the Bellingham planning board for a 3-lot subdivision. This approval called for the extension of Sunken Meadow Road from the end of the temporary turnaround in Franklin to the Bellingham town line where Lord’s land began.

10. Two appeals of the Bellingham planning board’s approval were taken to the Land Court. One was commenced by Mark Brady, an immediate abutter to the project and owner of 11 Sunken Meadow Road, now owned by the Griffiths, and another abutter who lived in Bellingham. The second appeal was commenced by the Franklin planning board. The cases were consolidated before Gordon H. Piper, then associate justice of the Land Court. Eventually, for reasons that the Plaintiffs argue are germane to the disposition of this case, Judge Piper annulled the Bellingham planning board’s decision to approve Lord’s 3-lot subdivision in a decision reported in the Land Court Reporter entitled *Brady v. Dill*, 15 LCR 304 (2007).

11. Lord did not appeal the decision and eventually sold the Bellingham land to Hidden Meadow on December 30, 2016.

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<sup>4</sup> Ex. 28.

*Hidden Meadow Chapter 40B Proposal*

12. After acquiring the Bellingham land, Hidden Meadow began the process of evaluating the regulatory constraints that might affect its development. On September 17, 2017, Hidden Meadow acquired an easement over land at 5 Bainbridge Road in Bellingham for the purpose of installing and maintaining sewer equipment that would allow any development on the Hidden Meadow property to connect to the Bellingham public sewer.<sup>5</sup>

13. On December 20, 2017, Hidden Meadow acquired a second easement. This easement is a 13.5-foot-wide utility easement over 15 Mohawk Path in Bellingham that is intended to allow any development on the Hidden Meadow property to connect to the public water system in Bellingham.<sup>6</sup>

14. On November 14, 2018, Hidden Meadow filed an application for a project eligibility letter with MassHousing for a 28-unit single-family home development under G. L. c. 40B, §§ 20-23 (“Chapter 40B”) to be constructed on the Bellingham land.<sup>7</sup> MassHousing issued a project eligibility letter on February 14, 2019.<sup>8</sup>

15. On April 9, 2019, Hidden Meadow submitted an application to the Bellingham zoning board seeking a comprehensive permit under Chapter 40B. The name of the project was “Burton Woods.”

16. The Burton Woods project proposes to connect Sunken Meadow Road to the Bellingham land by paving an extension of the roadway northwesterly of the temporary turnaround to the Bellingham town line. The paved section of the roadway in Franklin will be 22

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<sup>5</sup> Ex. 10.

<sup>6</sup> Ex. 9.

<sup>7</sup> Ex. 16.

<sup>8</sup> Ex. 18.

feet wide and, along its longest arc, extend less than 84 feet from the westernmost edge of the temporary turnaround to Hidden Meadow's land in Bellingham.<sup>9</sup>

17. On January 2, 2020, the zoning board issued a comprehensive permit that approved the Burton Woods project. The comprehensive permit contains numerous findings, conditions and restrictions concerning the construction and operation of the Burton Woods project.<sup>10</sup>

18. Regarding access to Burton Woods from Sunken Meadow Road, the zoning board found that it was "adequate" based on (1) Hidden Meadow's easement rights "to pass and repass on Sunken Meadow Road," (2) the traffic engineering analysis of the project's impact on the intersection of Sunken Meadow Road and Pine Street in Franklin, which was also peer reviewed by an engineer retained by the zoning board, and (3) the physical elements of the roadway in Bellingham proposed by Hidden Meadow.<sup>11</sup>

19. Regarding the connection of the project to Sunken Meadow Road, the Board found as follows:

"The Site is located in the Town of Bellingham but is accessed exclusively through the Town of Franklin via Sunken Meadow Road. The ZBA is unaware if the Town of Franklin has reviewed the extension of Sunken Meadow Road to the Bellingham line. *If approval is necessary from the Town of Franklin, the Applicant will be responsible to obtain the same from the Town of Franklin.*"<sup>12</sup> (Emphasis supplied).

20. The Plaintiffs appealed the decision to this court.

*Additional Facts Relevant to Plaintiffs' Appeal*

21. The Griffiths are now the owners of 11 Sunken Meadow Road, having purchased it from Mark and Nancy Brady on January 31, 2019. Their property abuts the Hidden Meadow

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<sup>9</sup> Ex. 2.

<sup>10</sup> Ex. 1.

<sup>11</sup> Ex. 1, ¶ 17.

<sup>12</sup> *Id.*

property to the east and is located along the northern edge of the temporary turnaround at the end of Sunken Meadow Road. Approximately half of the temporary turnaround encumbers the front yard of their property.

22. The Bradys were original owners in the Cranberry Meadows subdivision having purchased 11 Sunken Meadow Road in 1993. Mark Brady testified at trial about his recollections concerning his use of Sunken Meadow Road and the temporary turnaround area in front of his house as well as the uses made by the several owners of the Hidden Meadow property during the time he lived there. I will address the substance of Brady's testimony when I address the legal and factual challenges to the project being made by the Plaintiffs.

23. The Flahertys live across the street from the Griffiths at 10 Sunken Meadow Road. They have lived there since 1993. Their property also abuts the Hidden Meadow property to the east and is encumbered by the other half of the temporary turnaround at the end of Sunken Meadow Road.

### **Discussion**

This case presents the unusual combination of a zoning appeal wrapped in a question of access over a private road in *Franklin* to a Chapter 40B project in *Bellingham*. The parties disagree on which legal issue controls the outcome of this case. On the one hand, under several different theories, the Plaintiffs claim that the Bellingham zoning board's decision should be annulled because Hidden Meadow does not have the right to use Sunken Meadow for access to its project. Hidden Meadow, on the other hand, claims the Plaintiffs' multiple legal theories are really just a zoning appeal under G. L. c. 40A, § 17, which should be dismissed because the Plaintiffs lack standing to maintain such an appeal.

Because standing implicates this court's subject matter jurisdiction, I will start there.

A. *Count IV – Standing To Appeal Decision Under G. L. c. 40A, § 17*

The issue of standing has been treated by Massachusetts courts as a matter of subject matter jurisdiction. *Doe v. The Governor*, 381 Mass. 702, 705 (1980). Standing to challenge a decision of a zoning board is limited to persons who are aggrieved by the decision. G. L. c. 40A, § 17; *Murchison v. Zoning Bd. of Appeals of Sherborn*, 485 Mass. 209, 212-213 (2020).

“[S]tanding to challenge a zoning decision is conferred only on those who can plausibly demonstrate that a proposed project will injure their own personal legal interests *and* that the injury is to a specific interest that the applicable zoning statute, ordinance, or bylaw at issue is intended to protect.” *Standerwick v. Zoning Bd. of App. of Andover*, 447 Mass. 20, 30 (2006) (emphasis in original). While the term “person aggrieved” is not to be narrowly construed, the plaintiff’s injury must be more than speculative, and must be particularized and distinct from the interests of the general community. *Bell v. Zoning Bd. of Appeals of Gloucester*, 429 Mass. 551, 554 (1999); *Harvard Sq. Defense Fund, Inc. v. Planning Bd. of Cambridge*, 27 Mass.App.Ct. 491, 492-493 (1989) (a “person aggrieved” is one who can assert “a plausible claim of a definite violation of a private right, a private property interest, or a private legal interest.”).

To be “aggrieved” by a zoning board decision, the plaintiff must suffer “some infringement of his legal rights.” *Sweenie v. A.L. Prime Energy Consultants*, 451 Mass. 539, 543 (2008), quoting *Marashlian v. Zoning Bd. of Appeals of Newburyport*, 421 Mass. 719, 721 (1996). However, a plaintiff may not establish standing by merely alleging a zoning violation. *Sweenie*, 451 Mass. 545. “The language of a bylaw cannot be sufficient in itself to confer standing: the creation of a protected interest (by statute, ordinance, bylaw, or otherwise) cannot be conflated with the additional, individualized requirements that establish standing.” *Id.* In other words, to show that he or she is aggrieved, a plaintiff must demonstrate both that the legal

right violated is intended to be protected by the applicable zoning bylaw, and that the alleged violation caused specific injury to his or her personal legal interest. *Standerwick*, 447 Mass. at 30.

To survive a challenge to his or her standing, a plaintiff must establish aggrievement by proffering credible evidence of a particularized injury. *Marashlian v. Zoning Bd. of Appeal of Newburyport*, 421 Mass. at 721. Such credible evidence must have

“both a quantitative and a qualitative component. . . Quantitatively, the evidence must provide specific factual support for each of the claims of particularized injury the plaintiff has made. Qualitatively, the evidence must be of a type on which a reasonable person could rely to conclude that the claimed injury likely will flow from the board’s action. Conjecture, personal opinion, and hypothesis are therefore insufficient.”

*Butler v. City of Waltham*, 63 Mass.App.Ct. 435, 441 (2005) (citations omitted); see also *Kenner v. Zoning Bd. of Appeals of Chatham*, 459 Mass. 115 (2011) (finding no standing for abutter who alleged harm in the form of an obstructed view of the ocean, a diminution in property value, and increased traffic because the alleged harms were either *de minimis* or speculative). The degree of “aggrievement” necessary to sustain a standing challenge was described in *Kenner* as follows:

“The adverse effect on a plaintiff must be substantial enough to constitute actual aggrievement such that there can be no question that the plaintiff should be afforded the opportunity to seek a remedy. To conclude otherwise would choke the courts with litigation over myriad zoning board decisions where individual plaintiffs have not been, objectively speaking, truly and measurably harmed. Put slightly differently, the analysis is whether the plaintiffs have put forth credible evidence to show that they will be injured or harmed by proposed changes to an abutting property, not whether they simply will be ‘impacted’ by such changes.”

*Id.* at 122. See also *Barvenik v. Bd. of Aldermen of Newton*, 33 Mass.App.Ct. 129, 132-133 (1992) (“Subjective and unspecified fears about the possible impairment of aesthetics or neighborhood appearance, incompatible architectural styles, the diminishment of close neighborhood feeling, or the loss of open or natural space are all considered insufficient bases for aggrievement under Massachusetts law”); *Bell v. Zoning Bd. of Appeals*, 429 Mass. 551 (holding

that suitability of neighborhood scheme not enough to confer standing because any injury would be to the community and not particular to plaintiff); *Denneny v. Zoning Bd. of Appeals of Seekonk*, 59 Mass.App.Ct. 208, 214 (2003) (holding that plaintiff's testimony that proximity of cell tower to her property would diminish its value was speculative and conclusory and did not support a finding of "aggrieved person" status); *Monks v. Zoning Bd. of Appeals of Plymouth*, 37 Mass.App.Ct. 685, 688 (1994) (holding that speculative personal opinion about the diminution of property value as result of zoning decision insufficient to confer standing); *Cohen v. Zoning Bd. of Appeals of Plymouth*, 35 Mass.App.Ct. 619 (1993) (holding that conclusory assertions of increased traffic, without evidence of specific injury to abutter's property, was insufficient to confer standing on abutter).

One who owns land which abuts property that is the subject of a request for zoning relief enjoys a rebuttable presumption of "person aggrieved" status. G. L. c. 40A, § 17; *Standerwick*, 447 Mass. at 33; *Denneny v. Zoning Bd.*, 59 Mass.App.Ct. at 212. The presumption recedes, however, when the party defending the decision challenges the plaintiff's standing with "any additional evidence" showing that the plaintiff is not aggrieved. *Standerwick* at 33; *Barvenik v. Bd. of Aldermen*, 33 Mass.App.Ct. at 131. Once the defendant offers evidence rebutting the presumption, the burden shifts to the abutter to prove standing "which requires that the [abutter] 'establish – by direct facts and not by speculative personal opinion – that his injury is special and different from the concerns of the rest of the community.'" *Standerwick* at 33, quoting *Barvenik*, 33 Mass.App.Ct. at 131; *Sweenie*, 451 Mass. at 545. The issue of standing, then, will be determined on all of the evidence, with no benefit to the abutter from the presumption of aggrievement. *Barvenik* at 131. The defendant does not need to present affirmative evidence to refute the plaintiff's basis for standing if the plaintiff's own discovery responses admit that the

plaintiff has no evidence to support the allegation of aggrievement. *81 Spooner Road LLC v. Zoning Bd. of Appeal of Brookline*, 461 Mass. 692, 703-704 (2012).

Here, the Plaintiffs are abutters to the project property and, therefore, are presumed to be aggrieved by the Bellingham zoning board's decision. In the context of their zoning appeal, their claims of harm arise almost entirely from the expected increase in traffic that will result from the Burton Woods project once construction is completed. They claim that their section of Sunken Meadow Road will be less safe because more cars will drive by their houses. The Plaintiffs also claim that they will be harmed by air and noise pollution caused by passing cars and from lights emanating from the project that will be visible from their properties.

The initial question is whether the harms alleged by the Griffiths and the Flahertys fall within the interests protected by Chapter 40B. Whether a plaintiff has been aggrieved by a zoning decision under Chapter 40B requires a different and more rigorous analysis than a typical zoning decision. Chapter 40B was enacted to address the crisis in the availability of low- and moderate-income housing in Massachusetts by requiring the strictly local interests protected by a town's zoning bylaw to yield to the regional need for the construction of low- and moderate-income housing where appropriate. *Bd. of Appeals of Hanover v. Housing Appeals Committee*, 363 Mass. 339, 383-385 (1973); *Standerwick*, 447 Mass. at 26-28. "[T]he interest [of Chapter 40B] in the provision of critically needed affordable housing must be balanced against the statutorily authorized interests in the protection of the safety and health of the town's residents, development of improved site and building design, and preservation of open space. See G. L. c. 40B, § 20." *Standerwick*, 447 Mass. at 31.

To further this purpose, Chapter 40B allows a developer to proceed with an affordable housing project that does not comply with zoning requirements or other local land use controls if

it meets state standards and does not create health, safety, planning, or open space issues. *Bd. of Appeals of Hanover*, 363 Mass. at 355; see *Zoning Bd. of Appeals of Sunderland v. Sugarbush Meadow, LLC*, 464 Mass. 166, 168-169 (2013). Therefore, the universe of interests protected by Chapter 40B is limited as compared to the interests to be protected by municipal zoning bylaws. However, Chapter 40B is intended to protect the health and safety of residents of the municipality in which an affordable housing project is located. See *Bd. of Appeals of Hanover*, 363 Mass. at 355; *Zoning Bd. of Appeals of Sunderland* 464 Mass. at 168-169. Thus, to the extent that an increase in traffic could cause a credible risk to health and safety, they are interests protected by Chapter 40B.

(i) Traffic

In response to the Plaintiffs' concerns about a decrease in safety caused by traffic from the Burton Woods project, Hidden Meadow called Kenneth Cram, P.E., an expert traffic engineer, to testify at trial. Cram conducted a traffic impact assessment of the Burton Woods project on the surrounding roadway infrastructure, including Sunken Meadow Road, and on the Plaintiffs' uses of their respective driveways. Cram's assessment was also set forth in a comprehensive written report that contained all of the raw data that he collected, identified the industry standards which he applied to that data, and rendered expert engineering opinions and conclusions based on that data.<sup>13</sup>

Cram concluded that the project will have no significant impact on the levels of service currently provided by Sunken Meadow Road and Pine Street to the residents of Cranberry Meadows.<sup>14</sup> Project-related increases in traffic will be equivalent to approximately one additional vehicle every two minutes, in each direction, during peak hours, which are defined as

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<sup>13</sup> Ex. 56.

<sup>14</sup> Trial Transcript ("Tr.") III, pp. 538-539.

weekday mornings between 7:15 and 8:15 AM and weekday evenings from between 4:30 and 5:30 PM.<sup>15</sup> Concerning site distances and stopping distances at the intersection of Sunken Meadow Road and Pine Street, Cram testified that the measurements he made indicated that both exceeded the industry-recommended minimum requirements.<sup>16</sup> In fact, the stopping distance measurements exceeded the recommended minimum requirements assuming that vehicles approaching the intersection on Pine Street were driving up to 10 MPH over the posted speed limit. I credit Cram's thorough analysis and the conclusions he reached. Based on the expert evidence from Cram, I find that Hidden Meadow rebutted the presumption of standing enjoyed by the Griffiths and Flahertys based on traffic.

Turning to the evidence produced by the Griffiths and Flahertys, there was none that went beyond personal opinion or speculation. As a starting point, the Griffiths and Flahertys did not hire a traffic engineer who may have provided testimony in support of their concerns about increased traffic or could have challenged the conclusions reached by Cram that the project would have no appreciable impact on the operation of the surrounding roadways or the safety of the Plaintiffs. Instead, they each testified that, historically, the traffic passing their houses has been light because Sunken Meadow Road has been a dead end. They each expressed concern that the change of Sunken Meadow Road from a dead end to a roadway into the Burton Woods project will cause an increase in the number of cars that pass their properties which will create safety issues that include the inability to walk, ride bicycles, play basketball or socialize on Sunken Meadow Road.<sup>17</sup> They also claim that the increase in traffic will make it difficult for them to enter or exit their respective driveways.

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<sup>15</sup> Tr. III, pp. 512-513.

<sup>16</sup> Tr. III, pp. 501, 517-520, 522-526, 540.

<sup>17</sup> Griffith testified that his children would never be able to leave the yard due to traffic. Tr. I, pp. 56-57.

Paul Griffith went a step further and asserted that he and his family would be harmed by air and noise pollution that would result from an increase in the number of cars passing his house. He based those claims on “literature present from the scientific community” but he was vague in his response to questions about the nature and extent of the harm he feared would result.<sup>18</sup> Tr. I, pp. 92, 96. Similarly, Griffith claimed that the increase in traffic would cause damage to Sunken Meadow Road which would result in his having to incur costs to repair the road. But he did not testify about the nature of the repair, when such repair would be necessary, or the estimated cost of that repair.<sup>19</sup>

I found the Plaintiffs’ testimony, taken individually and collectively, to be speculative, exaggerated in some respects, and lacking in factual support. Other than the fact that the Plaintiffs live closer to the project than other owners in the Cranberry Meadows subdivision, there was little evidence that the Plaintiffs’ concerns about traffic were special to them as opposed to impacting the entire neighborhood. The testimony from Paul Griffith, in particular, was not credible. Griffith is a highly intelligent, well-educated genetic engineer who testified in great detail and with uncommon specificity on issues, legal and factual, that were helpful to his case, but feigned ignorance or testified in generalities on issues not helpful to him—like harm caused by traffic.<sup>20</sup> For this reason, Griffith’s testimony was not credible. Taken in a light most favorable to both sets of Plaintiffs, their testimony was, at best, speculative personal opinion and conjecture.

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<sup>18</sup> Tr. I, pp. 92, 96.

<sup>19</sup> It is worth noting on this point that Susan Flaherty testified that, historically, Sunken Meadow has been maintained by the Town of Franklin and that she and her husband have never been charged a fee for that maintenance in the 30 years they have lived there. Tr. I, p. 169. Mark Brady confirmed Susan Flaherty’s testimony concerning his ownership of 11 Sunken Meadow Road between 1993 and 2018.

<sup>20</sup> Paul Griffith has a Ph.D. in genetics and currently works at a major pharmaceutical company doing research in “cell therapy.” Tr. I, p. 49.

Cram's engineering analysis of the traffic impact was convincing, well-founded, and I find it to be controlling on the issue of traffic impacts to the Plaintiffs and the Cranberry Meadows neighborhood. While it is conceivable, given their proximity to the Burton Woods project, that the Griffiths and the Flahertys may suffer some minor harm or annoyance because there will be additional traffic on Sunken Meadow Road if the project is built, the impact on them will be *de minimis*. As such, I find that the Plaintiffs are not aggrieved by the Bellingham zoning board's decision to grant the comprehensive permit based on traffic.

(ii) Light Pollution

I reach the same conclusion concerning Paul Griffith's claim that he will be harmed by lights that he expects will shine onto his property from the new dwellings near his property. Hidden Meadow did not present expert testimony to specifically address Griffith's claim of harm due to lights on a neighboring property. However, the Burton Woods project is mandated to use exterior lights that employ "dark sky" technology that is intended to prevent the spillage of light from the project onto neighboring properties.<sup>21</sup> But that was not Griffith's concern.

Griffith testified that lights *from the houses* will interrupt his enjoyment of his property.<sup>22</sup> He described the harm as follows: "Being able to enjoy what all is going on in the backyard with the animals, like I said, being able to interact with the kids, any distraction with that. Being able to sit out back and enjoy, you know, we enjoy sitting out looking at the meteor showers or stars, and just having a quiet place to relax. You know, if I want to sit out back with the lights off, that's perfectly reasonable and something I'm more than capable of doing at this point."<sup>23</sup> Like

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<sup>21</sup> Ex. 1, ¶ 16.

<sup>22</sup> Tr. I, pp. 94-95.

<sup>23</sup> Tr. I, pp. 95-96.

traffic, the Plaintiffs called no expert witness to explain how light from a neighboring property could cause harm to the Griffiths.

Griffith's testimony lacked a factual basis, was exaggerated, and, even accepting it as true, reflected nothing more than a *de minimis* impact, if any, on his ability to use his back yard. I infer from his testimony that he simply does not want neighbors to the west of his property in an area that has been raw land since he bought in 2019. The lack of credible evidence supporting aggrievement by light pollution is sufficiently weak that Hidden Meadow need not present additional affirmative evidence to refute this claim. *81 Spooner Road*, 461 Mass. at 703-704. I find that the Griffiths will not be aggrieved as a result of lighting on the Burton Woods project.

Based on my finding that the Plaintiffs will not suffer cognizable harm from traffic or light pollution, I find and rule that the Plaintiffs lack standing to maintain a claim for judicial review of the Bellingham zoning board decision under G. L. c. 40A, § 17. Having found that the Plaintiffs lack standing, I do not reach the merits of the Plaintiffs' G. L. c. 40A, § 17 appeal. Nevertheless, the substantive allegations in Count IV of the complaint allege that the Bellingham zoning board exceeded its legal authority in approving the comprehensive permit. To the extent that those allegations relate to the modification of the Cranberry Meadows subdivision in Franklin, they are addressed in the section of this decision that concerns Count I of the Plaintiffs' complaint. Therefore, the Plaintiffs' Count IV is dismissed for lack of subject matter jurisdiction.

*B. Count II – Violation of Franklin Zoning Bylaw*

As an alternative to their challenge to the project under G. L. c. 40A, § 17, the Plaintiffs maintain that they may challenge the project under G. L. c. 240, § 14A on the grounds that

Burton Woods will violate the Franklin zoning bylaw. This argument is grounded in the legal principle known as the “access is use” doctrine.

Under the access is use doctrine,

“[u]se of land in one zoning district for an access road to another zoning district is prohibited where the road would provide access to uses that would themselves be barred if they had been located in the first zoning district. In such a situation, the access is considered to be in the same use as the parcel to which the access leads.”

*Beale v. Planning Bd. of Rockland*, 423 Mass. 690, 694 (1996), citing *Richardson v. Zoning Bd. of Appeals of Framingham*, 351 Mass. 375, 381 (1966). “This conclusion stems from the basic principle that ‘ordinarily, a municipality ought to be accorded the right to carry out the policies underlying its zoning ordinance or by-law with respect to the actual uses made of land within its borders’” *Beale*, 423 Mass. at 694, quoting *Burlington Sand & Gravel, Inc. v. Harvard*, 26 Mass.App.Ct. 436, 439 (1988).

The Plaintiffs have couched their access is use argument as a request for a declaratory judgment under G. L. c. 240, § 14A. Chapter 240, § 14A grants exclusive jurisdiction to the Land Court to hear a petition “concerning the validity or invalidity of any zoning restriction applicable to [the petitioner’s] land.” *Sturges v. Chilmark*, 380 Mass. 246, 249 (1980). “The primary purpose of G. L. c. 240, § 14A, is to provide a procedure for a declaratory judgment that will resolve doubts relating to by-law restrictions or the requirements of a zoning ordinance.” *Whitinsville Retirement Soc’y v. Town of Northbridge*, 394 Mass. 757, 762-763 (1985). Such an action can be brought by the owner of the land in question or by an abutter “on whose land there is a direct effect of the zoning enactment through the permitted use of *other* land.” *Harrison v. Town of Braintree*, 355 Mass. 651, 655 (1969) (Emphasis supplied); *Mastriani v. Building Inspector of Monson*, 19 Mass.App.Ct. 989, 990 (1985).

A claim under G. L. c. 240, § 14A, however, is distinct from an appeal under G. L. c. 40A, § 17. “An action under G. L. c. 40A, § 17 challenges a board’s decision whether a use complies with a zoning ordinance, whereas a G. L. c. 240, § 14A claim requires a determination as to the validity of the ordinance itself or . . . a determination as to the applicability of the ordinance provision to a plaintiff’s property.” *North Charles Mental Health Research & Training Found., Inc. v. City of Cambridge*, 24 LCR 661, 664 (2016). While there may be circumstances where claims lie under both statutes in the same case, G. L. c. 240, § 14A does not authorize the Land Court to determine the scope or provide a judicial interpretation of the validity of special permits, variances, or other municipal board decisions, nor is it a mechanism to invalidate any of the foregoing. *Whitinsville*, 394 Mass. at 762-763 (finding the Land Court lacked jurisdiction because the plaintiff was not actually seeking a determination of the extent to which the bylaw affected the use of the property, “but rather a determination of the extent of its 1975 special permit.”); *Barrett v. Town of Braintree*, 28 LCR 369 (2020) (holding that even though plaintiffs argued “that they are using § 14A to challenge that improper rezoning . . . this action is not a challenge to rezoning; it is an appeal of a special permit and the relief sought is the annulment of the Planning Board decision to grant the special permit.”); *Campbell v. Town of Brewster*, 15 LCR 369 (2007) (“an action under [G. L. c. 240, § 14A] will not lie if it is being brought to determine the extent or terms of a special permit or variance.”); *Bottomley v. Inhabitants of Plainville*, 16 LCR 625 (holding that the Land Court did not have jurisdiction to rule on the validity of a zoning bylaw that allowed the planning board to place conditions on a special permit “because a challenge of the authority of a permit granting authority in its issuance of a conditional permit is a challenge to the permit itself. Thus, it must comply with the appeals procedure pursuant to [G. L. c. 40A, § 17]. G. L. c. 240, § 14A cannot be used to circumvent this

appeals procedure.”); *Hallock v. Chatham Zoning Bd. of Appeals*, 17 LCR 729, 733 (2009) (“It follows that Plaintiffs cannot now use G. L. c. 240, § 14A as a mechanism to test the validity of the Special Permit.”).

The Plaintiffs seek a declaration that Hidden Meadow’s use of its land in Bellingham for a 28-unit affordable housing project violates Franklin zoning because that use is not allowed in the Franklin “Rural Residential I” zoning district where Sunken Meadow Road is located.<sup>24</sup> Thus, they argue, this court should annul the Bellingham zoning board’s decision because Burton Woods violates Franklin zoning, and because the Bellingham zoning board lacked the authority to “waive” the Franklin zoning bylaw when it approved the comprehensive permit. This court has no such power under G. L. c. 240, § 14A.

First, the Bellingham zoning board did not “waive” the Franklin zoning bylaw in its decision. To the contrary, it expressly conditioned the Burton Woods project on obtaining all “necessary” approvals from Franklin.

Second, G. L. c. 240, § 14A does not authorize the Land Court to determine the validity of the Bellingham zoning board decision to issue the comprehensive permit. *Whitinsville*, 394 Mass. at 762-763. No matter how their access is use argument is constructed, the thrust of the Plaintiffs’ request is that the court should stop the Burton Woods project because it will violate Franklin zoning. Such an action does not lie under G. L. c. 240, § 14A. *Whitinsville*, 394 Mass. at 762-763; *Campbell v. Town of Brewster*, 15 LCR 369, 372 (2007); *Barrett v. Town of Braintree*, 28 LCR 369, 371 (2020). Therefore, the court does not have subject matter

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<sup>24</sup> Sunken Meadow Road is located in the RRI zoning district in Franklin where a single-family dwelling is allowed as of right, §185-7 and Schedule of Use Regulations Part VI, while the Burton Woods land is located in the Suburban zoning district in Bellingham where a single-family dwelling is also allowed as of right. Based on the underlying zoning in these two districts, whether the access is use doctrine would be available to stop a residential project in Bellingham requires a deeper analysis of the prohibited uses under zoning bylaws of each town.

jurisdiction under G. L. c. 240, § 14A to annul the comprehensive permit based on the access is use doctrine.

Even if one assumes that the Plaintiffs seek only a declaration that the access is use doctrine applies to force the Burton Woods project to comply with Franklin zoning, the Plaintiffs must establish a direct link between the permitted use of the Bellingham land and “the use, enjoyment, improvement or development” of the Plaintiffs’ land in order to have standing. *Harrison*, 355 Mass. at 655. The Plaintiffs have not established such a link. As I have previously ruled, the Burton Woods project will have a *de minimis* impact on the Plaintiffs and their respective properties. Thus, they also do not have standing to maintain the access is use claim under G. L. c. 240, § 14A.

While I do not reach the merits of the legal question raised by the Plaintiffs, I will briefly address the substance of their argument that Burton Woods violates the access is use doctrine. Where the typical “access is use” case focuses on the differences between the uses permitted in the zoning district where the access land is located as compared with the uses permitted in the zoning district where the project is located, *Building Inspector of Dennis v. Harvey*, 2 Mass.App.Ct. 584, 585-86 (1974) (roadway to commercially zoned property not permitted through residential zone where commercial uses not permitted.); *Burlington Sand & Gravel, Inc. v. Harvard*, 26 Mass.App.Ct. 436, 439 (1988) (access to sand and gravel operation not permitted through residential zone), Chapter 40B allows a zoning board to override limitations on the use of property in any zoning district in the interests of constructing affordable housing. That is because the Legislature has determined that the creation of affordable housing in all municipalities in Massachusetts is more important than strict adherence to municipal zoning regulations so long as the project meets state standards and does not create health, safety,

planning or open space issues. *Bd. of Appeals of Hanover v Housing Appeals Comm.*, 363 Mass. at 355; see also *Zoning Bd. of Appeals of Sunderland* 464 Mass. at 168-169. When it comes to a project under Chapter 40B, local zoning restrictions take a back seat to the primary goal of creating affordable housing.

The Plaintiffs did not address the impact of Chapter 40B on their access is use argument nor has the court found another instance in which a Massachusetts court has addressed its applicability to an affordable housing project. However, the idea that an abutter, or a neighboring town for that matter, could stop an affordable housing project based purely on the access is use doctrine runs counter to the purpose of Chapter 40B and the means by which that purpose is achieved—overriding local zoning and land use requirements.

*C. Count III – Hidden Meadow’s Easement in Sunken Meadow Road*

Although I have found and ruled that the Plaintiffs do not have standing to challenge the comprehensive permit under either G. L. c. 40A, § 17 or G. L. c. 240, § 14A, the Plaintiffs claim that they have standing to assert an independent claim for injury to their property rights in Sunken Meadow Road because such a harm is “not within the scope of concern of the Zoning Act.” *Picard v. Westminster Zoning Bd. of Appeals*, 474 Mass. 570, 575 (2016). I agree. While the Plaintiffs may not challenge the zoning board’s decision under G. L. c. 40A, § 17 or G. L. c. 240, § 14A, they have a claim to vindicate their rights in Sunken Meadow Road.

Hidden Meadow has an easement in Sunken Meadow Road that was created by reservation by Pine Street Realty Trust when it sold the Cranberry Meadows land to Oak Ridge Construction in 1987. To understand the nature and scope of that easement, the court must examine the instrument that created it. In so doing, all parts of the instrument should be “read consistently, if possible, to ascertain the intent of the draftsman,” *Brooks v. Capitol Truck*

*Leasing, Inc.*, 13 Mass.App.Ct. 471, 476 (1982), and the easement should be “interpreted as available for use by the whole of the dominant tenement existing at the time of its creation.”

*Pion v. Dwight*, 11 Mass.App.Ct. 406, 410 (1981).

At the time Pine Street Realty Trust reserved the easement in Sunken Meadow Road, it still owned the land in Bellingham which, based on the language in the Oak Ridge Construction deed, it intended to develop in the future. Indeed, the language of reservation in that deed created a right to use Sunken Meadow Road “as streets and ways are commonly used in the Town of Franklin” for the benefit of the Bellingham land, and also acknowledged the temporary turnaround at the end of Sunken Meadow Road which was intended to remain in existence “until such time as Sunken Meadow Road is extended.”<sup>25</sup> At the time of this reservation, the layout of Sunken Meadow Road was 56 feet wide and the benefitted land in Bellingham was approximately 9.6 acres.

The Plaintiffs now challenge Hidden Meadow’s right to use Sunken Meadow Road for access to the Burton Woods project on three separate grounds. First, they argue that Hidden Meadow and its predecessors either abandoned the easement or that it was extinguished by Brady’s prescriptive use of the section of Sunken Meadow Road that extends from the temporary turnaround to the Bellingham town line. Second, they argue that Hidden Meadow does not have the right to use Sunken Meadow Road because the Burton Woods project will overload the easement. Finally, they argue that Hidden Meadow does not have the right to use Sunken Meadow Road because the Burton Woods project will overburden the easement. I will address these theories in the order raised by the Plaintiffs.

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<sup>25</sup> Ex. 26.

(i) Extinguishment by Abandonment or Prescription

An easement can be extinguished by “grant, release, abandonment, estoppel or prescription.” *Delconte v. Salloum*, 336 Mass. 184, 188 (1937). The proof necessary to establish either an abandonment or an extinguishment by prescription differs from one another.

Abandonment occurs when the easement holder indicates by actions or words that he or she “conclusively and unequivocally” intends to abandon or relinquish the easement. *First Nat’l Bank v. Konner*, 373 Mass. 463, 466-467 (1977). In the absence of words, the easement holder’s intent to abandon may be “ascertained from the surrounding circumstances and the conduct of the parties.” *107 Manor Ave., LLC v. Fontanella*, 74 Mass.App.Ct. 155, 158 (2009). “Non-use [of the easement], by itself, no matter how long it continues, will not operate to extinguish the easement.” *Id.*; see *Desotell v. Szczgiel*, 338 Mass. 153, 159 (1958) (holding that nonuse of easement for many years coupled with the easement holder’s failure to clear the right of way of its natural cover of trees and brush fell “far short of establishing abandonment.”).

Extinguishment by prescription, on the other hand, requires proof of adverse acts by the owner of the servient estate that are wholly incompatible with the easement for a period extending over twenty years. *Lemieux v. Rex Leather Finishing Corp.*, 7 Mass.App.Ct. 417, 423 (1979), citing *New England Home for Deaf Mutes v. Leader Filling Stations Corp.*, 276 Mass. 153, 158 (1931). The adverse use of the servient estate must be “of such a nature as to give rise to a cause of action in favor of the owner of the easement. . .or have such an appearance of permanency as to create a risk of the development of doubt as to the continued existence of the easement.” *Delconte v. Salloum*, 336 Mass. at 189, quoting Am. Law of Property §8.102. “[O]ccupation of land by the servient tenant not irreconcilable with the rights of the dominant tenant is not deemed to be adverse and therefore does not extinguish such rights.” *Lemieux v.*

*Rex Leather Finishing Corp.*, 7 Mass.App.Ct. at 423, quoting *New England Home*, 276 Mass. at 158. Where acts of the owner of the servient estate render the use of only part of the easement area impossible, the easement will be extinguished only as to that part. See *Brooks v. West Boston Gas Co.*, 260 Mass. 407, 410-411 (1927); *Yagjian v. O'Brien*, 19 Mass.App.Ct. 733, 736-737 (1985); *Lemieux*, 7 Mass.App.Ct. at 423. But the bar is high for the owner of the servient estate to prove that his or her use of the easement area is so inconsistent with the purpose of the easement that it works an extinguishment. As one Land Court judge has described it:

“When an easement is visibly open for some purposes, there may be little or no reason for the owner of the dominant estate to suspect that the easement is not open (or would not be made available) for other uses also contemplated by the record easement. Nor would there be any immediate need, or cause, for the owner of the dominant estate to object to a use of the servient estate which might arguably be adverse to other uses of the easement which the dominant owner did not then have any reason to make. The dominant estate owner would only object to such an adverse use when he or she needed to expand the use of the easement in a way which, though clearly contemplated by the record right, had not been necessary to undertake.”

*Brooks v. Geraghty*, 13 LCR 154, 160 (2005).

In this case, there was conflicting testimony concerning the manner in which Hidden Meadow and its predecessor in title, Bruce Lord, used or failed to use Sunken Meadow Road to access the Bellingham land over the years. However, there was no testimony that supported the idea that either Lord or representatives of Hidden Meadow ever made any statements to the Plaintiffs or took any actions that could be construed as evidence of an intent to abandon the easement. In fact, the evidence was to the contrary.

Lord testified that, during the time that he owned the Hidden Meadow property between 1999 and 2017, he used Sunken Meadow Road to get to the land multiple times, estimating that he visited the property one or two times per year when he was not in the process of trying to develop it and as frequently as one or two times per week when he was in the process of trying to

develop it.<sup>26</sup> He typically entered the property from the temporary turnaround.<sup>27</sup> Lord also testified that he had multiple conversations with Mark Brady, then the owner of 11 Sunken Meadow Road, about his plans to develop the Bellingham property.<sup>28</sup> Those conversations included the topic of a basketball hoop that Brady had installed near or at the front of Brady's property that was within the footprint of the temporary turnaround and the easement that extended to the Hidden Meadow land. Lord testified that he told Brady that the basketball hoop might have to be moved once he began construction to extend Sunken Meadow Road but that he would move the hoop to a new location convenient to Brady.<sup>29</sup> The conversations were friendly.<sup>30</sup> He, then, took steps to design and obtain approval of a 3-lot subdivision of the Bellingham land that had access from Sunken Meadow Road in the same location as proposed by Hidden Meadow for the Burton Woods project.

After Hidden Meadow bought the Bellingham property in 2017, it hired a team of professionals to assist in the design and permitting of the Burton Woods project. One of its consultants, Chris Geromini, went to the property approximately 25 times during this process.<sup>31</sup> Likewise, Hidden Meadow's principal, Ed Gately, also went to the property multiple times.<sup>32</sup> Gately also testified that he spoke with Brady about the possible development of the Bellingham land as a 40B project.<sup>33</sup>

The only evidence presented by the Plaintiffs in support of their claim that Hidden Meadow's easement was extinguished by abandonment came from Mark Brady, who lived at 11

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<sup>26</sup> Tr. IV, p. 788.

<sup>27</sup> Tr. IV, pp. 792-793.

<sup>28</sup> Tr. IV, pp. 797-799.

<sup>29</sup> Tr. IV, pp. 828-830.

<sup>30</sup> Tr. IV, p. 832.

<sup>31</sup> Tr. II, p. 298.

<sup>32</sup> Tr. II, pp. 352-353.

<sup>33</sup> Tr. II, pp. 360, 405, 407-408.

Sunken Meadow Road between 1993 and 2019, and Paul Griffith, who purchased the property from Brady in 2019. Brady claimed that he rarely saw anyone use Sunken Meadow Road to gain access to the Bellingham land and when he did, the persons he observed did not enter the property over the area of the easement that extended beyond the temporary turnaround and, instead, they entered the property at several points along the circumference of the temporary turnaround that were outside the 56' wide roadway layout.<sup>34</sup> He also denied ever having a conversation with either Lord or Gately about their intended plans for the Hidden Meadow land.<sup>35</sup> Similarly, Griffith claimed he had not observed anyone traveling over Sunken Meadow Road to the Hidden Meadow land since he acquired 11 Sunken Meadow Road in 2019.

Even if I credit the testimony of Brady and Griffith, which I do not, the mere non-use of Sunken Meadow Road by the owners of the Bellingham land, without more, even if they did not use it for an extended period of years, does not permit the inference that those owners intended to abandon their rights in it. The law requires much more. Indeed, the actions of Lord, Geromini and Gately, even if they did not traverse the easement area precisely as it was laid out on the original Cranberry Meadows subdivision plan, evinced an intent to use the Bellingham land for development in the future with their only legal access over the easement. There were no words spoken or actions taken by Lord or Gately from which I can infer that either intended to abandon the easement. Thus, the easement in Sunken Meadow Road was not extinguished by abandonment.

Turning to the Plaintiffs' claim that the easement has been extinguished by prescription, they submitted evidence, through testimony and photographs, that the Griffiths, and the Bradys before them, have used a small portion of the unpaved area (762 square feet) between the

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<sup>34</sup> Tr. IV, pp. 723, 728.

<sup>35</sup> Tr. IV, pp. 757, 761-762.

temporary turnaround and the Bellingham line in a manner that should give rise to the extinguishment of the easement in, at least, that small unpaved area.<sup>36</sup> This small section extends approximately 24 feet into the 56-foot layout of Sunken Meadow Road but does not include any of the existing pavement in the temporary turnaround. It is currently comprised of a lawn, some bushes or other plantings, plus a basketball hoop attached to a metal pole held in place by concrete. The easement area is otherwise open for the passage from the temporary turnaround to the Bellingham land. The dispositive question is whether the lawn area and basketball hoop rendered Hidden Meadow's use of the end of Sunken Meadow Road impossible for a period of 20 years. I find that they do not.

The lawn area created by the Bradys is virtually indistinguishable from the rest of the easement area at the end of the temporary turnaround and does not present any obstruction to the passage of vehicles from the paved portion of Sunken Meadow Road to the Bellingham line. The Bradys' and, subsequently, the Griffiths' use of the lawn area is not irreconcilable with the right of passage owned by Hidden Meadow and, therefore, the easement is not partially extinguished in that area.

The only real question is the basketball hoop because it is affixed to the ground. However, it too does not render Hidden Meadow's use of the easement area for passage to its property impossible or nearly so. First of all, it can be moved easily and, in fact, Bruce Lord testified that he had several "friendly" conversations with Mark Brady about this very thing. In 2003, Lord told Brady that, if the hoop needed to be moved to accommodate the access from Sunken Meadow Road to the Bellingham land, he would "be glad" to relocate the hoop to a place of Brady's choosing.<sup>37</sup> I credit Lord's testimony in its entirety, but particularly on this point.

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<sup>36</sup> Ex. 6.

<sup>37</sup> Tr. IV, p. 797.

Brady, on the other hand, was not a credible witness. Almost every aspect of Brady's testimony was inconsistent with that of Lord. First, Brady claimed to have had only one conversation with Lord about the basketball hoop during a chance meeting at a coffee shop in Bellingham, and that Lord simply stated that the hoop was on his land and said nothing more about it – ever.<sup>38</sup> He denied any conversations with Lord about the possibility of moving the hoop.<sup>39</sup>

When Lord submitted his subdivision proposal to the Bellingham planning board in 2003, Brady denied having any discussions with Lord about the details of the project and suggested that he knew very little about the project.<sup>40</sup> This was contrary to Lord's testimony that Brady attended every public hearing held by the Bellingham planning board and caucused with Franklin's town counsel throughout those public hearings. When the Bellingham planning board finally approved Lord's project in October 2003, Brady, as lead plaintiff, appealed the decision to the Land Court. Brady's complaint alleged that Lord's subdivision should be denied because that development constituted a modification of the Cranberry Meadows subdivision which required Lord to obtain Brady's consent, and that of the other owners in Cranberry Meadows. The complaint also alleged that Lord's project would overload the easement he held to use Sunken Meadow Road.

Brady claimed that he had very little involvement in the 2003 appeal and that his co-plaintiff in the case, William Bissonnette, took the lead role.<sup>41</sup> However, Bissonnette was a Bellingham resident who did not own property in the Cranberry Meadows subdivision, would have had no right to "consent" to a modification of the Cranberry Meadows subdivision, and did

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<sup>38</sup> Tr. IV, p. 725.

<sup>39</sup> Tr. IV, p. 757.

<sup>40</sup> Tr. IV, pp. 735-736.

<sup>41</sup> Tr. IV, p. 735.

not have any rights in Sunken Meadow Road that could be “overloaded” by Lord’s project. Based on the claims raised in opposition to Lord’s project in the 2003 appeal, Brady’s assertion that he had little involvement in the case was not credible.

Years later, in 2018, Hidden Meadow formally proposed an affordable housing project for the Bellingham property. Brady claimed he had no idea that such a project was proposed, yet he immediately retained counsel for advice concerning the project and, then, sold his house to the Griffiths without disclosing to them that Hidden Meadow had proposed an affordable housing project next door.<sup>42</sup> At trial, Brady even went so far as to claim that he only learned about Hidden Meadow’s affordable housing project about six months before trial.<sup>43</sup> None of his testimony rang true.<sup>44</sup>

I recount these inconsistencies in Brady’s testimony because he was the only witness who testified about the date of the installation of the basketball hoop and the frequency of its use. Because I do not credit any of Brady’s testimony, the Plaintiffs did not meet the heavy burden of proving the extinguishment of the portion of Hidden Meadow’s easement in Sunken Meadow Road where the basketball hoop was located. I am not persuaded that the basketball hoop was installed in 1999 as Brady claimed, and I believe that Lord told Brady during the early 2000s that he would “allow” Brady to keep the basketball hoop in its existing location until Lord needed to move it in connection with his potential development, if moving it ever became necessary.

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<sup>42</sup> Tr. IV, pp. 764-765.

<sup>43</sup> Brady actually testified about his knowledge of the Burton Woods project as follows: “I didn’t know this was a 40B project – I didn’t really know the scope of the project until I spoke with counsel yesterday . . .” Tr. IV, p. 761.

<sup>44</sup> Another part of his testimony that was damaging to Brady’s credibility took place during cross-examination when he was shown three aerial photographs of the temporary turnaround that included his house and the Flahertys’ house. He claimed he could not authenticate the photographs because they were “blurry” or otherwise not recognizable. The photographs were never offered into evidence. However, from the court’s vantage point, the photographs clearly depicted the end of Sunken Meadow Road, the Bradys’ house, and the area of the Bellingham land that makes up the core of this dispute. Brady lived at 11 Sunken Meadow Road for not less than 16 years, yet he claimed he could not recognize his own house and the turnaround that he claimed was used by him and his family for that entire time period. He was not believable on this point either.

Finally, even if I accept some or all of Brady's testimony, there is nothing about the existence of a lawn area or a basketball hoop that is irreconcilable with the nature and purpose of the easement that was first reserved by Pine Street Realty Trust in 1987. Development of the Bellingham land with access over Sunken Meadow Road was always intended, and the only variables were when and how.

Based on the evidence, no portion of Hidden Meadow's easement in Sunken Meadow Road was extinguished by abandonment or prescription.

(ii) Overloading or Overburdening the Easement

The Plaintiffs also challenge Hidden Meadow's right to use Sunken Meadow Road for access to Burton Woods because they claim that the proposed use will overload or overburden the easement. These are two distinct concepts.

As a general rule, an easement is available to the holder to use for the benefit of the entire dominant estate in existence at the time the easement was created. *Pion v. Dwight*, 11 Mass.App.Ct. at 410. The concept of overloading an easement occurs when the owner of the easement attempts to use the easement to benefit other land to which the easement is not appurtenant. *Taylor v. Martha's Vineyard Land Bank Comm'n*, 475 Mass. 682, 686 (2016) ("This limitation on the permissible use of easements is a bright-line 'rule [meant to] avoid[] otherwise difficult litigation over the question whether increased use unreasonably increases the burden on the servient estate.'" (citation omitted)); *Murphy v. Mart Realty of Brockton, Inc.*, 348 Mass. 675, 678-679 (1965). Use of an easement to access land to which it is not appurtenant is impermissible. *Taylor*, 475 Mass. at 686.

On the question of whether the Burton Woods project will overload the Sunken Meadow Road easement, the answer is that the land that was intended to benefit from the easement is the

same land that Hidden Meadow seeks to develop under the Burton Woods comprehensive permit. The easement does not provide access to additional land beyond that which was conveyed to Bruce Lord in 1999 and from Lord to Hidden Meadow in 2016. Therefore, Burton Woods will not overload the easement in Sunken Meadow Road. The fact that Hidden Meadow acquired a utility easement over land in the neighboring subdivision to connect to the Bellingham sewer system does not change the analysis. Thus, Burton Woods will not overload the easement in Sunken Meadow Road.

Overburdening an easement, on the other hand, occurs when an easement is used for a different type of use than that for which the easement was created. See *Taylor v. Martha's Vineyard Land Bank* 475 Mass. at 691 n.11; *Southwick v. Planning Bd. of Plymouth*, 65 Mass.App.Ct. 315, 319 n.12 (2005); *Town of Bedford v. Cerasuolo*, 62 Mass.App.Ct. 73, (2004). Where the grant or reservation of an easement is for a general right of way, the court in *Cerasuolo* described the scope of permissible uses as follows:

““A general right of way obtained by grant may be used for such purposes as are reasonably necessary to the full enjoyment of the premises. . . .’ ‘Where the easement arises by grant. . . and is not limited in its scope by the terms of the grant, it is available for the reasonable uses to which the dominant estate may be devoted. . . .’ [A proposed use of a way] must be consistent with what the parties reasonably anticipated at the time of the establishment of the way. . . .In making that determination, ‘[i]t is to be assumed that they anticipated such uses as might reasonably be required by a normal development of the dominant tenement.’”

62 Mass.App.Ct. at 82-83, quoting *United States v. 176.10 Acres of Land*, 558 F.Supp. 1379, 1381 (D. Mass. 1983), and *Parsons v. New York, N.H. & H.R.R.*, 216 Mass. 269, 273 (1913); see also *Tehan v. Security Nat'l Bank of Springfield*, 340 Mass. 176, 181-182 (1959).

The Plaintiffs argue that an affordable housing development like Burton Woods will overburden the Sunken Meadow Road easement because that use could not have been contemplated by the parties that created the easement. Essentially, the Plaintiffs claim that the

28-lot project approved by the comprehensive permit is denser than what is permitted by zoning and, thus, the easement will be overburdened by the project. That argument takes too narrow a view of the settled caselaw.

The Sunken Meadow Road easement was created by reservation in 1987 for the purpose of benefitting the Bellingham land for future development. The language used to describe the easement contained no express restrictions or limitations on use. Rather, it created a general right of way to be used by the owner of the Bellingham land for such purposes as would be reasonably necessary for the full enjoyment of land. This purpose is further confirmed by the layout of Sunken Meadow Road depicted on the approved subdivision plan, which was 56 feet in width, with a paved width of 28 feet. At the time of its creation, the land in Bellingham was zoned residential so it is reasonable to infer that the use intended for Sunken Meadow Road included access to a residential development in Bellingham, subject to Bellingham zoning bylaws and subdivision rules and regulations. In addition, Chapter 40B, enacted in 1969 for the purpose of creating affordable housing, existed and permitted the construction of affordable housing on land like the Bellingham land.

Based on the evidence at trial, the physical characteristics of the easement, the general language used to describe its purpose, and the knowledge all residents of the Cranberry Meadows subdivision had that Sunken Meadow Road could someday be extended into Bellingham for the purpose of further development,<sup>45</sup> I find that the Burton Woods project will not overburden the easement. While the project is denser than permitted as of right in

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<sup>45</sup> The easement is described in all of the deeds of the residents of Cranberry Meadows. Exs. 22, 24, 27, 30-33, 35-44.

Bellingham or Franklin, it is a reasonable use of Sunken Meadow Road based on the language of the easement and Hidden Meadow's right to full enjoyment of the Bellingham parcel.<sup>46</sup>

*D. Count I – Cranberry Meadows Subdivision Modification*

The Plaintiffs' claim under the Subdivision Control Law presents the only formidable challenge to the Burton Woods project. In Count I of the complaint, the Plaintiffs claim that the extension of Sunken Meadow Road from the temporary turnaround to the Bellingham line, as short as it may be, constitutes a modification of the Cranberry Meadows subdivision which requires Franklin planning board approval and their consent before the project can move forward. The Plaintiffs assert that the answer to this is legal question is a forgone conclusion because Judge Piper already ruled in 2007 (*Brady v. Dill*, 15 LCR 304 (2007)) that any development of the Bellingham land requires Franklin planning board approval, and this court is bound by that decision under the doctrine of collateral estoppel.

(i) Collateral Estoppel

Collateral estoppel, sometimes referred to as issue preclusion, “prevents relitigation of an issue determined in an earlier action where the same issue arises in a later action, based on a different claim, between the same parties or their privies.” *Heacock v. Heacock*, 402 Mass. 21, 23 n.2 (1988); *Petrillo v. Zoning Bd. of Appeals of Cohasset*, 65 Mass.App.Ct. 453, 457-458 (2006). The party raising collateral estoppel as a bar to litigating the issue in the later action bears the burden of proving that there was a final judgment on the merits in the prior action, the party against whom collateral estoppel is asserted was a party or in privity with a party to the prior action, and the issue in the prior action was identical to the issue in the later action.

*Petrillo*, 65 Mass.App.Ct. at 457-458.

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<sup>46</sup> This conclusion is also supported by the evidence from Hidden Meadow's traffic engineer that the traffic to be generated by the project and its impact on the safety of travel on Sunken Meadow Road will be minimal.

Here, the Plaintiffs have established that the prior litigation decided by Judge Piper was an adjudication on the merits that involved a party, Bruce Lord, who was in privity with Hidden Meadow. However, the municipal parties were different, and the issue decided in the prior action is not identical to the issue raised by the Plaintiffs in this case.

The prior action involved two appeals of an approval of a conventional 3-lot subdivision by the Bellingham planning board that were consolidated; one brought by abutters to the project, including Brady, and one brought by the Franklin planning board. The abutters objected to the project because the Bellingham planning board decision “lacked the assent of Brady and others who own the fee of land lying within the proposed extension of Sunken Meadow Road” which, they asserted, was required by the so-called derelict fee statute, G. L. c. 183, § 58, the subdivision control law, G. L. c. 41, § 81L, and the Bellingham subdivision rules and regulations. *Brady*, 15 LCR at 305. They also alleged that the proposed subdivision would overload the easement in Sunken Meadow Road and that the Bellingham planning board violated the Subdivision Control Law because its decision did not require Lord to “obtain from Franklin officials all approvals necessary to extend Sunken Meadow Road” as required by G. L. c. 41, § 81M. *Id.*<sup>47</sup>

The companion appeal lodged by the Franklin planning board alleged only that the Bellingham planning board “failed to meet its obligation, under G. L. c. 41, § 81M, to consider that adequacy of access provided by Sunken Meadow Road and to secure safety through inter-municipal agreements regarding the provision of utilities and emergency medical services.” *Id.*

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<sup>47</sup> Section 81M of G. L. c. 41 describes the purpose of the subdivision control law and states that “It is the intent of the subdivision control law that any subdivision plan filed with the planning board shall receive the approval of such board if said plan conforms. . .to the reasonable rules and regulations of the planning board pertaining to subdivisions of land...”

Both cases were decided on summary judgment in which Judge Piper annulled the Bellingham planning board's approval of the 3-lot subdivision because the board "did not meet its obligation, under G. L. c. 41, § 81M, to exercise its powers consistent with the general purposes of the Subdivision Control Law." *Id.* at 306. In particular, Judge Piper ruled that the Bellingham planning board

"took no steps, and in its approval established no conditions, to deal with its statutory obligation to coordinate the [new subdivision way] with the way in Franklin over which all traffic to the new subdivision must travel. . . In addition, the Bellingham [planning board] did not meet its obligation to secure safety by considering whether inter-municipal agreements would be required to provide utilities and emergency services to the proposed subdivision."

*Id.* at 306-307. Judge Piper did not reach the merits of the alternative grounds asserted by the abutters.

In this case, the decision being challenged was made by the Bellingham zoning board under Chapter 40B. This difference is significant. Unlike the prior action in which Judge Piper ruled that the Bellingham planning board failed to discharge its obligations under G. L. c. 41, § 81M, the Bellingham zoning board in this case was not bound by G. L. c. 41, § 81M but, instead, was charged with evaluating the Hidden Meadow project under Chapter 40B.

Chapter 40B allows a developer of affordable housing to request a single comprehensive permit for a project from a local zoning board in lieu of all other local approvals that otherwise would be required. See *Zoning Bd. of Appeals of Sunderland* 464 Mass. at 168-69. In such a circumstance, a developer can proceed with a project that does not comply with zoning requirements or other local land use controls so long as the project does not create health, safety, planning or open space issues sufficient to outweigh the regional need for affordable housing. *Bd. of Appeals of Hanover*, 363 Mass. at 355. The critical element to the success of Chapter 40B is the power given to the zoning board to override local requirements and regulations that are not

“Consistent with Local Needs.” 760 CMR 56.05(4). The phrase “consistent with local needs” is defined in G. L. c. 40B, § 20, and includes the following:

“[R]equirements and regulations shall be considered consistent with local needs if they are reasonable in view of the regional need for low and moderate income housing with the number of low income persons in the city or town affected and the need to protect the health or safety of the occupants of the proposed housing or of the residents of the city or town, to promote better site and building design in relation to the surroundings, or to preserve open spaces, and if such requirements and regulations are applied as equally as possible to both subsidized and unsubsidized housing.”

*Zoning Bd of Appeals of Lunenburg v. Housing Appeals Comm.*, 464 Mass. 38, 41 (2013).

Under G. L. c.40B, § 20, a project shall be deemed “consistent with local needs” if the stock of low- and moderate-income housing in that municipality is less than ten (10%) percent of the municipality’s total housing stock. In other words, Chapter 40B creates a rebuttable presumption that the regional need for affordable housing outweighs local concerns of that town if the town has not achieved the 10% minimum. G. L. c. 40B, §§ 20-21; 760 CMR 56.03(3); *See Zoning Bd. of Appeals of Canton v. Housing Appeals Comm.*, 76 Mass.App.Ct. 467, 469-470 (2010) (interpreting statute and regulation). Indeed, where a municipality has not met its minimum affordable housing obligations, that failure “will provide compelling evidence that the regional need for housing does in fact outweigh the objections to the proposal.” *Bd. of Appeals of Hanover*, 363 Mass. at 367.

At the time Hidden Meadow filed its application with the Bellingham zoning board, only 8.7% of the Bellingham’s housing stock qualified as affordable. Its failure to have met the minimum standard of 10% created a rebuttable presumption that the need for affordable housing in Bellingham, and the region, outweighed any local concerns raised by a party challenging the comprehensive permit. G. L. c. 40B, §§ 20-21; 760 CMR 56.06(3); *see also Zoning Bd. of Appeals of Canton v. Housing Appeals Comm.* 76 Mass.App.Ct. 467, 469-470 (2010).

It was this balancing test of the need for affordable housing versus local land use requirements that the Bellingham zoning board was required to undertake when it considered Hidden Meadow's proposal—a very different standard than a planning board considering a conventional subdivision under G. L. c. 41, § 81M. Therefore, the issue decided by Judge Piper in the earlier action was not identical to the issue before this court in terms of the propriety of the decision to grant the comprehensive permit.

Furthermore, Judge Piper's ultimate finding in *Brady v. Dill* was that the Bellingham planning board failed to discharge its statutory obligation to coordinate its subdivision approval with the adjacent town of Franklin where access over Sunken Meadow Road was proposed. In this case, the Bellingham zoning board's decision to grant a comprehensive permit for the Burton Woods project included the requirement that Hidden Meadow obtain all required approvals from the Town of Franklin concerning access over Sunken Meadow Road.<sup>48</sup> In this regard, the Bellingham zoning board did not fail to discharge its statutory duties to coordinate with Franklin in the same way that Judge Piper found that the planning board had failed in his 2007 decision.

For these reasons, the Plaintiffs have not established that the doctrine of collateral estoppel requires this court to follow Judge Piper's decision.

(ii) Approval of the Subdivision Modification

Although the Bellingham zoning board decision recited the requirement for Hidden Meadow to obtain all necessary approvals from the town of Franklin, the question of whether Hidden Meadow is obligated to seek approval to extend Sunken Meadow Road from the Franklin planning board and the owners of properties in Cranberry Meadows still remains. As a vehicle to force Hidden Meadow to apply for such an approval, the Plaintiffs amended their complaint to

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<sup>48</sup> Ex. 1, ¶ 17.

add six additional plaintiffs for the purpose of alleging a 10-taxpayer suit to compel Franklin planning board action as authorized by G. L. c. 41, § 81Y. Section 81Y provides jurisdiction in the land court for actions to enforce the Subdivision Control Law as follows, in relevant part:

“[T]he land court shall have jurisdiction in equity on petition of the planning board of a city or town, or of ten taxable inhabitants thereof, to review any action of any municipal board or officer of such city or town. . .to enforce the provisions of the subdivision control law and any rules or regulations lawfully adopted and conditions on the approval of a plan lawfully adopted and conditions on the approval of a plan lawfully imposed thereunder, and may restrain by injunction violations thereof or make such decrees as justice and equity may require. No proceeding under this paragraph shall be instituted more than one year after the act or failure to act upon which such petition is based.”<sup>49</sup>

The provision of the Subdivision Control Law the Plaintiffs are seeking to enforce is, of course, G. L. c. 41, § 81W, pursuant to which Hidden Meadow may not modify the Cranberry Meadows subdivision without the approval of the Franklin Planning Board and the consent of the landowners within Cranberry Meadows.

The Town of Franklin is a defendant in this case, but, curiously, the Franklin planning board is not. At the time of trial, the Town of Franklin had only filed an answer to the Plaintiffs’ complaint, in which it asserted that “Defendant Town has no legal interest in the outcome of this litigation,” but had not filed any pleading in response to or that addressed the legal arguments raised by the parties concerning the extension of Sunken Meadow Road.

The Burton Woods project will require Hidden Meadow to extend the pavement of Sunken Meadow Road from the top of the temporary turnaround to the Bellingham line. As short of a distance as the proposed extension may be, the Plaintiffs argue that it is still a modification of Sunken Meadow Road in the Cranberry Meadows subdivision in Franklin. G. L. c. 41, § 81O. But what does that mean?

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<sup>49</sup> The Griffiths and the Flahertys, by themselves, do not have standing to seek enforcement of the Franklin subdivision rules and regulations. G. L. c. 41, § 81Y.

The Subdivision Control Law does not define what constitutes a “modification,” but it does provide restrictions and processes for when a subdivision is to be modified or amended. The two relevant sections are G. L. c. 41, § 81O and G. L. c. 41, § 81W. Section 81O provides that once a subdivision plan has been approved, “the location and width of ways shown thereon shall not be changed unless the plan is amended accordingly as provided in section eighty-one W.” Section 81W provides that modification, amendment, or rescission of approval of a subdivision plan is subject to the approval of the planning board.

Section 81W also contemplates approval and consent of affected landowners for the modification, amendment, or rescission of a subdivision plan. As provided in § 81W, the Plaintiffs claim that they will be affected by the extension of Sunken Meadow Road and, thus, Hidden Meadow must obtain their consent and the consent of the other owners of lots in the subdivision to extend it to the Bellingham town line. Section 81W is not nearly so broad. It states that

“[n]o modification, amendment or rescission of the approval of a plan of a subdivision or changes in such plan shall affect the lots in such subdivision which have been sold or mortgaged in good faith and for a valuable consideration subsequent to the approval of the plan, or any rights appurtenant thereto, *without the consent of the owner of such lots*, and the holder of the mortgage or mortgages, if any, thereon.” G. L. c. 41, § 81W (emphasis supplied); see *Patelle v. Planning Bd. of Woburn*, 20 Mass.App.Ct. 279, 282 (1985).

The court in *Patelle* reviewed the legislative history of § 81W concerning when a plan modification may “affect” other lots such that the consent of those lot owners is required.

“This history establishes that the plan modifications which the Legislature sought to guard against when it used the verb “affect” were those which impaired the marketability of titles acquired by bona fide purchasers from subdividers. Examples would be modifications which altered the shape or area of lots, denied access, impeded drainage, imposed easements, or encumbered in any manner and extent of use of which the lot was capable when sold. The target of [G. L. c. 41, § 81W] was not those changes which might have an indirect qualitative impact, such as alteration of a dead end street into a through street.” *Id.*

*Patelle* made clear that the consent of lot owners in a subdivision is not necessary where the changes to the subdivision will only have an indirect qualitative impact on the existing lot owners. Physical changes to a subdivision that affect traffic patterns, neighborhood density, road width, views, and the like do not “affect” the previously sold lots in the statutory sense. *Id.* at 282-283.

Here, the only change to the Cranberry Meadows subdivision will be a short extension of the roadway from the top of the temporary turnaround to the Bellingham town line. That physical change to the roadway may indirectly affect the Plaintiffs’ lots, but it will not impair the marketability of their titles to those lots. Thus, the proposed extension of Sunken Meadow Road *does not* require the consent of the Plaintiffs or any other owner in Cranberry Meadows. The harder question is whether the Franklin planning board should be compelled in this action to review the proposed extension of Sunken Meadow Road as a modification of the Cranberry Meadows subdivision.

The Burton Woods project will require Hidden Meadow to construct a paved surface in Franklin that will extend Sunken Meadow Road.<sup>50</sup> Under G. L. c. 41, § 81W, the Franklin planning board has the authority to review any change to Sunken Meadow Road for the purpose of assuring that the extension of the road into Bellingham is constructed in a manner that is consistent with the existing conditions of Sunken Meadow Road and is, otherwise, safe. Hidden Meadow, therefore, must present to the Franklin planning board a plan for the construction of the extension of Sunken Meadow Road in Franklin.

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<sup>50</sup> The parties have sparred over whether the way into Burton Woods should be called a “road” or a “driveway.” At best, this is a distinction without a difference.

When that happens, the Franklin planning board may approve the extension under G. L. c.41, § 81W without obtaining the consent of the owners in Cranberry Meadows. The planning board may condition its approval “on reasonable conditions ‘designed for the safety, convenience and welfare’ of the town’s inhabitants.” *Matthews v. Planning Bd. of Brewster*, 72 Mass.App.Ct. 456, 462 (2008) quoting *Costanza & Bertolino, Inc. v. Planning Bd. of N. Reading*, 360 Mass. 677, 679 (1971). It may waive strict compliance with its subdivision rules and regulations when the waiver serves the public interest and is not inconsistent with the intent and purpose of the Subdivision Control Law. G. L. c. 41, §§ 81M, 81R; *Musto v. Planning Bd. of Medfield*, 54 Mass.App.Ct. 831, 837 (2002). But it must also consider that Burton Woods is an affordable housing project proposed under Chapter 40B. Thus, it should not deny approval of the extension or impose onerous conditions on such an approval without a sound factual basis that is rooted in protecting the health, safety, planning or open space concerns of the town.

However, a ten-taxpayer action under G. L. c. 41, § 81Y contemplates an action or inaction by the planning board from which the claim for enforcement arises. Here, the proposed extension of Sunken Meadow Road has never been presented to the Franklin planning board and, therefore, the board has not taken an action or failed to take an action for which the Plaintiffs can seek enforcement of the Franklin subdivision rules and regulations. Until that decision is made by the Franklin planning board, there is nothing for this court to review. Consequently, the Plaintiffs’ claim under G. L. c. 41, § 81Y is not ripe.

### **Conclusion**

For these reasons, the decision of the Bellingham zoning board to grant Hidden Meadow a comprehensive permit is upheld. Judgment shall enter affirming the Board’s decision and

dismissing the Plaintiffs' appeal with prejudice, except as to Count I because the Plaintiffs' claim under G. L. c. 41, § 81Y is not ripe for adjudication.

By the Court. (Smith, J.)

*/s/ Kevin T. Smith*

Attest:

*/s/ Deborah J. Patterson*  
Deborah J. Patterson  
Recorder

Dated: April 19, 2023

## **Exhibit C**

Appeals Court

Decision

NOTICE: Summary decisions issued by the Appeals Court pursuant to M.A.C. Rule 23.0, as appearing in 97 Mass. App. Ct. 1017 (2020) (formerly known as rule 1:28, as amended by 73 Mass. App. Ct. 1001 [2009]), are primarily directed to the parties and, therefore, may not fully address the facts of the case or the panel's decisional rationale. Moreover, such decisions are not circulated to the entire court and, therefore, represent only the views of the panel that decided the case. A summary decision pursuant to rule 23.0 or rule 1:28 issued after February 25, 2008, may be cited for its persuasive value but, because of the limitations noted above, not as binding precedent. See Chace v. Curran, 71 Mass. App. Ct. 258, 260 n.4 (2008).

COMMONWEALTH OF MASSACHUSETTS

APPEALS COURT

23-P-978

PAUL GRIFFITH & others<sup>1</sup>

vs.

BELLINGHAM ZONING BOARD OF APPEALS & others.<sup>2</sup>

MEMORANDUM AND ORDER PURSUANT TO RULE 23.0

The plaintiffs appeal from a decision by a judge of the Land Court dismissing their complaint challenging the Bellingham Zoning Board of Appeals' issuance of a comprehensive permit under G. L. c. 40B, §§ 20-23, allowing the defendant to construct a twenty-eight-unit, single-family home affordable housing development.<sup>3</sup> On appeal, while the plaintiffs have

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<sup>1</sup> Susan M. Flaherty; John J. Flaherty, Jr.; Caroline W. Griffith; Jerry Bruno; Kristin Bruno; Kate S. Parsons; John D. Webb, Jr. Trustee of the Webb Family Trust; Judith T. Webb, Trustee of the Webb Family Trust; Antonio Spinelli; Jacquelyn Spinelli.

<sup>2</sup> Edward Gately, Trustee of the Hidden Meadow II Realty Trust and the Town of Franklin.

<sup>3</sup> The Bellingham Zoning Board of Appeals and the Town of Franklin did not file briefs in this appeal. Edward Gately,

abandoned their claim regarding the permit under G. L. c. 40A § 17, the plaintiffs argue the judge erred in dismissing with prejudice counts I and II of their complaint, which challenged the permit under G. L. c. 41, § 81O, § 81W, and G. L. c. 240, § 14A.<sup>4</sup> We affirm.

Background. We summarize the relevant, undisputed facts. The defendant owns a 9.6-acre parcel of land in Bellingham and has obtained a comprehensive permit to build an affordable housing development pursuant to G. L. c. 40B, §§ 20-23, to be called Burton Woods ("development"). The development will be comprised of twenty-eight single-family homes on an undivided lot with a condominium-style ownership scheme. The development has no frontage on any private or public way in the town of Bellingham. Instead, its only means of access is over Sunken Meadow Road, which is a private way located in a subdivision in the bordering town of Franklin.<sup>5</sup> Two parcels, owned by two sets of plaintiffs, the Flaherty and Griffith families, abut the development. These parcels are subject to an easement allowing

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trustee of Hidden Meadow II Realty Trust, was the only defendant represented. We refer to the trust as "the defendant."

<sup>4</sup> The plaintiffs' second amended complaint, with the assented-to addition of six plaintiffs, is the operative complaint, to which we refer.

<sup>5</sup> The Cranberry Meadows subdivision was established with a recorded subdivision plan in 1987.

the defendant to use Sunken Meadow Road for access to the development. The parcels are also currently subject to an easement for a temporary turnaround, also referred to as a "cul-de-sac," until such time as Sunken Meadow Road is extended to the development. The defendant plans to pave an extension from the cul-de-sac to connect Sunken Meadow Road to the development.

The plaintiffs challenged the permit in the Land Court on four counts. After a four-day bench trial, which included the admission of sixty exhibits and the testimony of numerous lay and expert witnesses, the judge took the matter under advisement. In a thoughtful and comprehensive decision, the judge made numerous factual findings and credibility determinations, ultimately dismissing all four counts of the plaintiffs' complaint with prejudice. Plaintiffs appeal the judge's dismissal of counts I and II in their second amended complaint. We address each argument in turn.

Discussion. 1. Count I. In count I of the complaint, the plaintiffs sought a declaratory judgment under G. L. c. 231A, § 1. They alleged that the proposed extension of Sunken Meadow Road constitutes a modification of their subdivision plan, requiring approval by the Franklin Planning Board under G. L. c. 41, § 810 and § 81W. The plaintiffs also alleged that such a modification would affect them and therefore requires their

consent under § 81W.<sup>6</sup> On appeal, they claim that the judge erred in dismissing count I, especially in light of the fact that, in his analysis, the judge reasoned that the extension of the road would require the approval by the Franklin Planning Board. At issue is the judge's interpretation of G. L. c. 41, § 810 and § 81W. We review the interpretation of a statute de novo. See Commonwealth v. J.F., 491 Mass. 824, 836 (2023).

Section 810 of the subdivision control law provides that, once a subdivision plan is approved, "the location and width of ways shown thereon shall not be changed unless the plan is amended accordingly as provided in section eighty-one W." G. L. c. 41, § 810. Section 81W provides that any modification or amendment of a subdivision plan is subject to the approval of the planning board. G. L. c. 41, § 81W. Section 81W also requires the consent of the owners of lots "affected" by a modification of a subdivision plan. The judge concluded that the plaintiffs' lots were not "affected" under the meaning of § 81W and that the defendant was not required to obtain the plaintiffs' consent to extend Sunken Meadow Road.

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<sup>6</sup> The plaintiffs also argued, in the alternative to their G. L. c. 231A, § 1 claim, that G. L. c. 41, § 81Y enabled them to bring a ten taxpayer claim to enforce the Franklin Subdivision Rules and Regulations. The judge held that this claim was not yet ripe, which the plaintiffs conceded was correct at oral argument.

In Patelle v. Planning Bd. of Woburn, we held that only plan modifications that impair the marketability of lot owners' titles required their consent under § 81W. See 20 Mass. App. Ct. 279, 282 (1985). "Examples would be modifications which altered the shape or area of lots, denied access, impeded drainage, imposed easements, or encumbered in any manner and extent of use of which the lot was capable when sold." Id. Marketability of title is a term of art that "relates to defects affecting legally recognized rights and incidents of ownership" and is distinct from economic marketability. See Somerset Sav. Bank v. Chicago Title Ins. Co., 420 Mass. 422, 428 (1995). Changes to a subdivision plan that affect economic marketability alone i.e., "indirect effects," do not require the consent of subdivision lot owners. See Patelle, supra at 282, 284.

Here, the lots owned by the Flahertys and Griffiths are already subject to the easement to extend Sunken Meadow Road to the Bellingham town line. They are also subject to the easement for the temporary turnaround or cul-de-sac, which will cease to exist when Sunken Meadow Road is extended. The plaintiffs argue that the Flahertys and Griffiths are "affected" for purposes of § 81W i.e., that the marketability of their title would be affected, because their lots would be doubly burdened by the road and cul-de-sac easements. The reality, however, is that the lots are already doubly burdened. The Flahertys and

Griffiths took title to their lots subject to both of these easements. While the physical features of their lots will change if the development goes forward, no legal rights will be affected.<sup>7</sup> The plaintiffs contend that the defendant has no plan to remove the asphalt that currently constitutes the existing cul-de-sac, but § 81W is concerned with marketability of title to the lots, not with their physical features. See Patelle, 20 Mass. App. Ct. at 282 ("physical changes [may] affect . . . lots in a subdivision, e.g., location of trees, width of streets, planting between the curb and lot lines . . . . They do not, however, limit the utility of those lots and, hence, do not 'affect' them in the statutory sense").<sup>8</sup> Accordingly, the judge did not err in holding that the defendant is not required to obtain the plaintiffs' consent to extend Sunken Meadow Road.

Plaintiffs also argue count I should not have been dismissed because the judge agreed with their claim that the subdivision control law required the defendant to obtain the approval of the Franklin Planning Board to extend Sunken Meadow Road. After the judge issued his decision, plaintiffs moved to

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<sup>7</sup> The temporary turnaround easement will disappear when Sunken Meadow Road is extended, but this fact is already reflected in the titles in question.

<sup>8</sup> To the extent there is a dispute as to who may be responsible for removing the actual cul-de-sac asphalt, the subdivision control law does not provide a cause of action to resolve it.

amend the judgment and sought clarification because, despite the judge's apparent agreement that the defendant must obtain a permit from the town of Franklin, the judge nevertheless dismissed count I.

The judge's dismissal was appropriate, however, because the plaintiffs failed to demonstrate they had standing to seek a declaratory judgment under G. L. c. 231A, § 1. See Massachusetts Ass'n of Indep. Ins. Agents & Brokers, Inc. v. Commissioner of Ins., 373 Mass. 290, 292 (1977) ("plaintiff must demonstrate the requisite legal standing to secure [declaratory relief]"). "G. L. c. 231A, by itself, does not provide an independent statutory basis for standing." Massachusetts State Police Commissioned Officers Ass'n v. Commonwealth, 462 Mass. 219, 222 (2012), citing Indeck Me. Energy, LLC v. Commissioner of Energy Resources, 454 Mass. 511, 516-517 (2009). "To establish standing, the alleged injury must be 'within the area of concern' of the statute." Massachusetts State Police Commissioned Officers Ass'n at 223, quoting Indeck, supra. "[C]ontroversy in the abstract is not sufficient to allow a plaintiff to invoke the declaratory judgment remedy. The plaintiff must also be one who, by virtue of a legally cognizable injury, is a person entitled to initiate judicial resolution of the controversy" (citation omitted).

Massachusetts Ass'n of Indep. Ins. Agents & Brokers, Inc., supra  
at 293.

Because the proposed extension of Sunken Meadow Road does not require the plaintiffs' consent, they lack a legally cognizable injury and therefore lack standing to obtain a declaratory judgment under G. L. c. 231A, § 1. While the defendant may have a legal obligation to obtain a permit from the town of Franklin, this fact alone would not confer standing on the plaintiffs under G. L. c. 231A, § 1. Nor does it constitute error for the judge to acknowledge this obligation while dismissing the plaintiffs' claim.<sup>9</sup> Count I was properly dismissed.

2. Count II. In count II of their second amended complaint, the plaintiffs sought a declaratory judgment, pursuant to G. L. c. 240, § 14A ("Section 14A"), that the defendant's proposed use of Sunken Meadow Road would violate Franklin's zoning ordinance. The judge dismissed the claim, holding that the Land Court lacked subject matter jurisdiction and that the plaintiffs lacked standing. The plaintiffs contend that the judge erroneously conflated their claim seeking a

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<sup>9</sup> This does not leave the plaintiffs without a remedy, should the defendant attempt to extend Sunken Meadow Road without a permit. At that point, the plaintiffs' ten taxpayer claim would be ripe, which provides for injunctive relief. See G. L. c. 41, § 81Y.

declaratory judgment regarding Sunken Meadow Road with a claim seeking to invalidate the permit under G. L. c. 40A, § 17.

First, we note that we agree with the Land Court judge that a challenge to the issuance of a permit does not lie under chapter 240 § 14A. See Whitinsville Retirement Soc'y, Inc. v. Northbridge, 394 Mass. 757, 762 (1985). It was reasonable for the judge to conclude that the plaintiffs' § 14A claim was really a request to annul the Bellingham zoning board's decision. Much of the plaintiffs' complaint and the four-days of trial testimony focused on their challenge to the permit under G. L. c. 40A, § 17, and the plaintiffs do not appeal the judge's dismissal of that count. However, to the extent that count II sought a declaratory judgment that the proposed use of Sunken Meadow Road would violate the Franklin zoning ordinance, that argument fails on the merits.<sup>10</sup> As a threshold matter, resolving the plaintiffs' claim on the merits requires interpretation of the Franklin zoning ordinance and the common law, both of which this court reviews de novo. See Lexington Pub. Sch. v. K.S., 489 Mass. 309, 317 (2022). See also Doherty v. Planning Bd. of Scituate, 467 Mass. 560, 567 (2014).

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<sup>10</sup> The Land Court has jurisdiction to evaluate the extent to which a proposed use of a way complies with a town's zoning ordinance. See Banquer Realty Co. v. Acting Bldg. Comm'r, 389 Mass. 565, 570 (1983). The plaintiffs also likely had standing to seek a declaratory judgment as owners of a fee interest in the way under the derelict fee statute, G. L. c. 183, § 58.

The plaintiffs argue that the proposed use of Sunken Meadow Road to access the development is impermissible because the development does not comply with the Franklin zoning ordinance, so use of the road should be barred under the common-law "access is use" doctrine. Under the access is use doctrine, "use of land in one zoning district for an access road to another zoning district is prohibited where the road would provide access to uses that would themselves be barred if they had been located in the first zoning district." Beale v. Planning Bd. of Rockland, 423 Mass. 690, 694 (1996). Here, the defendant proposes to build twenty-eight single-family homes in the development, an undisputed fact. The access road to the development, Sunken Meadow Road, is situated in Franklin's "Rural Residential I" zoning district, which permits single family residential uses by right.

The plaintiffs argue that § 185-11 of the Franklin Zoning Bylaw, which prohibits the construction of more than one single-family dwelling on a single lot, precludes the use of Sunken Meadow Road for access to the development. This argument misunderstands the access is use doctrine, which seeks to prevent conflicting uses rather than requiring conformity to every zoning requirement. See e.g., Harrison v. Building Inspector of Braintree, 350 Mass. 559 (1966) (conflict between industrial and single-family uses); Richardson v. Zoning Bd. of

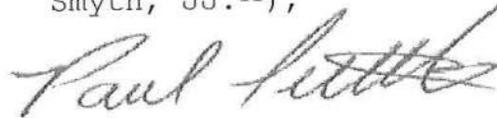
Appeals of Framingham, 351 Mass. 375 (1966) (conflict between multifamily and single-family uses); Beale, 423 Mass at 694 (conflict between retail and industrial uses). The plaintiffs cite no authority, and we have found none, that has invalidated the use of a way in a single-family zoning district for access to a single-family development in another district. In an attempt to skirt this issue, the plaintiffs characterize the development as a multifamily development due to its proposed undivided lot ownership structure. This misapplies the law, as a "fundamental principle of zoning [is that] it deals basically with the use, without regard to the ownership, of the property involved or who may be the operator of the use" (quotations omitted) CHR Gen., Inc. v. Newton, 387 Mass. 351, 356 (1982), quoting 1 A. Rathkopf, Zoning and Planning § 1.04, at 1-21 (4th ed. 1982). In CHR Gen., the basis for the Supreme Judicial Court's decision was that a building composed of condominium units does not use the land upon which it sits any differently from a building containing apartments. 387 Mass. at 356-357. Similarly here, a development composed of single-family homes owned in a condominium scheme does not use the land upon which it sits any differently than if the same single-family homes were subdivided into separate lots. As such, the plaintiffs' access is use argument fails on the merits -- the use of Sunken

Meadow Road to access the proposed development does not violate the Franklin zoning bylaws.

Conclusion. In sum, the plaintiffs' consent is not required for the extension of Sunken Meadow Road under G. L. c. 41, § 81W, and the judge's dismissal of count I of their second amended complaint was proper. Furthermore, dismissal of count II of the plaintiffs' second amended complaint was proper because it fails on the merits.

Judgment affirmed.

By the Court (Meade, Walsh &  
Smyth, JJ.<sup>11</sup>),



Clerk

Entered: February 11, 2025.

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<sup>11</sup> The panelists are listed in order of seniority.

## **Exhibit D**

Applicant Deed



right, but not the obligation to construct all or a portion of said streets and ways. if the streets and ways are not fully constructed by the Grantee in or within five (5) years from the date of recording of this deed. In addition, Grantee shall not change the layout of the streets and ways on said plans without the written approval of the Grantor.

The Grantor, his successors and/or assigns, further reserves a non- exclusive utility easement to install, construct, tie in and repair utilities (water, sewer, electric, cable and gas) in and over Burtonwood Road as shown on said Plan in Norfolk Deeds Plan Book 734 Pages 74-77.

Together with a non exclusive sewer easement as described in a Grant dated September 22, 2017 from Gregory N. Walker and Michele A. Walker and recorded with the Norfolk County Registry of Deeds in Book 35461 Page 158, non exclusive utility easements as described in a Grant dated December 14, 2017 from Emily French f/k/a Emily Briskey and recorded with the Norfolk County Registry of Deeds in Book 35687 Page 382 and as Document No. 1,392,569 in the Norfolk County District of the Land Court and noted on Certificate of Title No. 183334,

The Grantor, his successor and/or assigns., reserves a non- exclusive utility easement to install, construct, tie in and repair utilities (water, sewer, electric, cable and gas) in the areas described in the Grants of Walker and French.

The Grantor, his successors and/or assigns, further reserves a non exclusive access and egress easement (as streets and ways are commonly used in the Town of Bellingham) including the right to improve the easement area and a utility easement to install, construct, tie in and repair utilities (water, sewer, electric, cable and gas) shown as "Access and Utility Easement 1,983 S.F." on a plan entitled "Access & Utility Easement Plan of Land in Bellingham, MA." dated March 19, 2025, drawn by Colonial Engineering, Inc. and filed with the Norfolk County Registry of Deeds in Plan Book 734 Page 78, to which reference may be had for a more particular description.

For grantor's title see deed dated December 30, 2016 and recorded with the Norfolk County Registry of Deeds in Book 34815 Page 341.

The undersigned Grantor does hereby certify and affirm under the pains and penalties of perjury that no beneficiary is entitled to homestead rights in the above described premises as premises is vacant land and no beneficiary occupies or intends to occupy the premises as their principal residence and are therefore not entitled to claim the benefit of an estate of homestead in the premises.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK WITH SIGNATURES ON THE NEXT PAGES

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AN  
OFFICIAL  
COPY

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AN  
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COPY

Witness my hand and seal this 17<sup>th</sup> day of June, 2025.

**Hidden Meadow II Realty Trust**  
By:

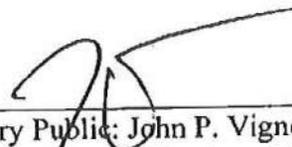


**Edward W. Gately, Trustee**

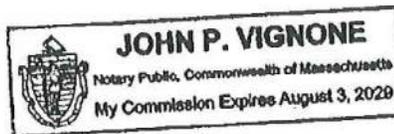
**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss.

On this 17<sup>th</sup> day of June, 2025, before me, the undersigned notary public, personally appeared **Edward W. Gately, Trustee of Hidden Meadow II Realty Trust**, proved to me through satisfactory evidence of identification, being (check whichever applies):        *Driver's License or other state or federal governmental document bearing a photographic image*,        *Oath or Affirmation of a credible witness known to me who knows the above signatory*, or ✓ *My Own personal knowledge of the identity of the signatory*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public: **John P. Vignone**  
My Commission Expires: 08/03/2029



The reservations herein are hereby agreed and accepted by the Grantee.

A N A N  
O F F I C I A L O F F I C I A L

Witness my hand and seal this 19<sup>th</sup> day of June, 2025. O P Y

**Brendon Properties Burton Woods, LLC**

By:



Brendon P. Giblin, Manager

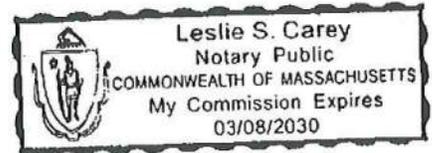
**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss.

On this 19<sup>th</sup> day of June, 2025, before me, the undersigned notary public, personally appeared Brendon P. Giblin Manager of Brendon Properties Burton Woods, LLC, proved to me through satisfactory evidence of identification, being (check whichever applies): \_\_\_\_\_  
*Driver's License or other state or federal governmental document bearing a photographic image, \_\_\_\_\_ Oath or Affirmation of a credible witness known to me who knows the above signatory, or*  *My Own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose*



Notary Public:  
My Commission Expires:

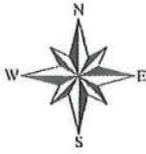


## **Exhibit E**

Cranberry Meadows

As-Built Picture





# SUNKEN MEADOW RD AT BELLINGHAM LINE

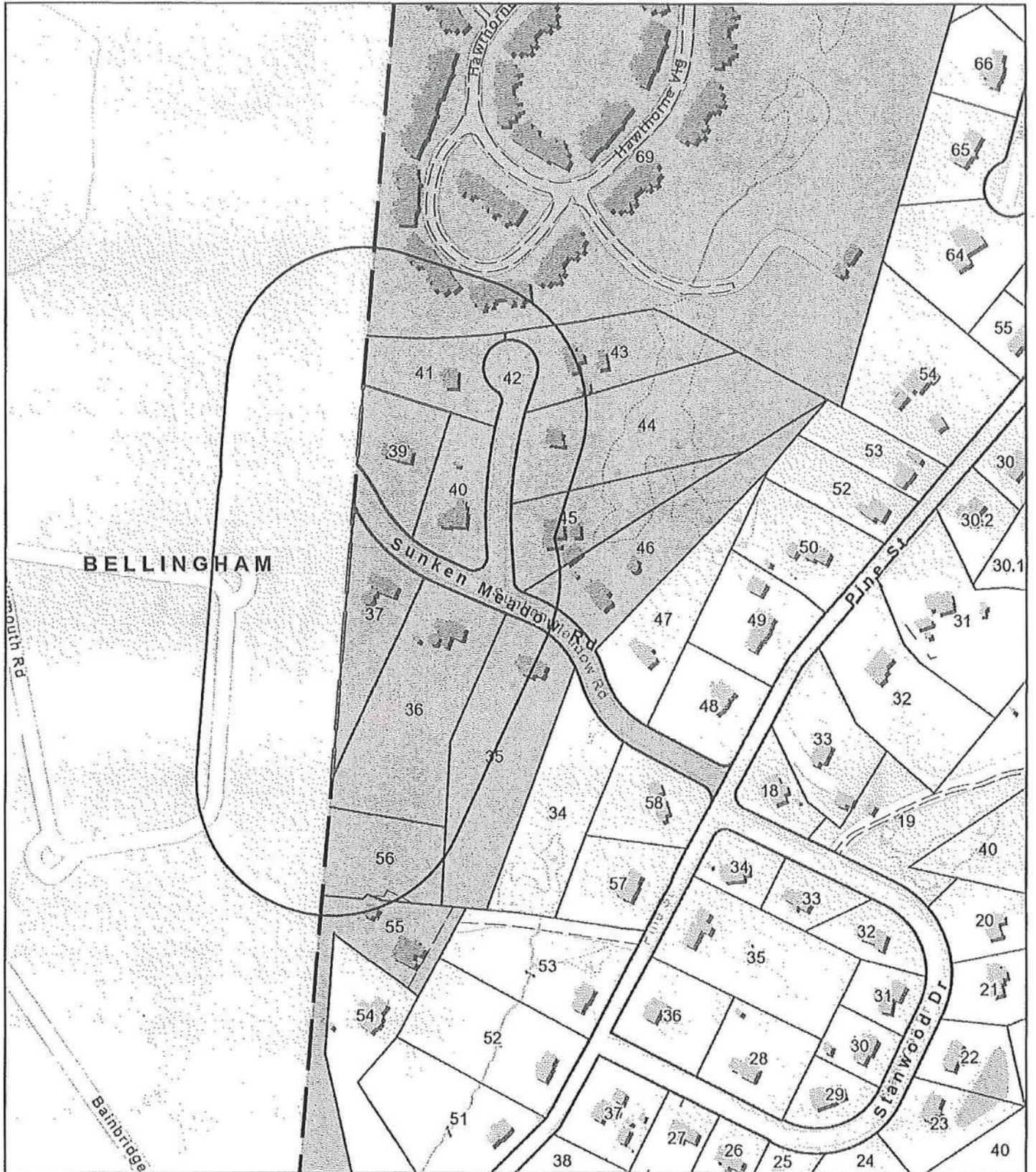
Town of Franklin, MA

1 Inch = 300 Feet



[www.cai-tech.com](http://www.cai-tech.com)

August 5, 2025



This information is believed to be correct but is subject to change and is not warranted.



# 300 feet Abutters List Report

Franklin, MA  
August 05, 2025

## Subject Properties:

Parcel Number: 223-037-000  
CAMA Number: 223-037-000-000  
Property Address: 10 SUNKEN MEADOW RD

Mailing Address: FLAHERTY JOHN J JR FLAHERTY  
SUSAN M  
10 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

Parcel Number: 223-038-000  
CAMA Number: 223-038-000-000  
Property Address: SUNKEN MEADOW RD

Mailing Address: BOURQUE SCOTT K  
160 MENDON ST  
BLACKSTONE, MA 01504

Parcel Number: 223-039-000  
CAMA Number: 223-039-000-000  
Property Address: 11 SUNKEN MEADOW RD

Mailing Address: GRIFFITH PAUL M GRIFFITH CAROLINE  
W  
11 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

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## Abutters:

Parcel Number: 223-035-000  
CAMA Number: 223-035-000-000  
Property Address: 6 SUNKEN MEADOW RD

Mailing Address: BRUNO JERRY BRUNO KRISTIN  
6 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

Parcel Number: 223-036-000  
CAMA Number: 223-036-000-000  
Property Address: 8 SUNKEN MEADOW RD

Mailing Address: SPINELLI ANTONIO SPINELLI  
JACQUELYN  
8 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

Parcel Number: 223-037-000  
CAMA Number: 223-037-000-000  
Property Address: 10 SUNKEN MEADOW RD

Mailing Address: FLAHERTY JOHN J JR FLAHERTY  
SUSAN M  
10 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

Parcel Number: 223-038-000  
CAMA Number: 223-038-000-000  
Property Address: SUNKEN MEADOW RD

Mailing Address: BOURQUE SCOTT K  
160 MENDON ST  
BLACKSTONE, MA 01504

Parcel Number: 223-039-000  
CAMA Number: 223-039-000-000  
Property Address: 11 SUNKEN MEADOW RD

Mailing Address: GRIFFITH PAUL M GRIFFITH CAROLINE  
W  
11 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

Parcel Number: 223-040-000  
CAMA Number: 223-040-000-000  
Property Address: 9 SUNKEN MEADOW RD

Mailing Address: GOULART ROBERT J GOULART  
KRISTEN A  
9 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

Parcel Number: 223-041-000  
CAMA Number: 223-041-000-000  
Property Address: 4 JOHN EDWARDS CIR

Mailing Address: ADLER ROBERT R & MARGARET E TRS  
THE ADLER REVOCABLE TRUST  
4 JOHN EDWARDS CIR  
FRANKLIN, MA 02038



www.cai-tech.com

This information is believed to be correct but is subject to change and is not warranted.



# 300 feet Abutters List Report

Franklin, MA  
August 05, 2025

Parcel Number: 223-042-000 CAMA Number: 223-042-000-000 Property Address: JOHN EDWARDS CIR	Mailing Address: HOGAN DENIS J & CHERYL M ET ALS 2 BETTEN COURT FRANKLIN, MA 02038
Parcel Number: 223-043-000 CAMA Number: 223-043-000-000 Property Address: 5 JOHN EDWARDS CIR	Mailing Address: WEXLER KEVIN WEXLER HILLARY 5 JOHN EDWARDS CIR FRANKLIN, MA 02038
Parcel Number: 223-044-000 CAMA Number: 223-044-000-000 Property Address: 3 JOHN EDWARDS CIR	Mailing Address: REGAN MICHAEL JOSEPH REGAN CAROYN MARIE 3 JOHN EDWARDS CIR FRANKLIN, MA 02038
Parcel Number: 223-045-000 CAMA Number: 223-045-000-000 Property Address: 1 JOHN EDWARDS CIR	Mailing Address: HANLEY ROBERT P HANLEY CATHLEEN M 1 JOHN EDWARDS CIR FRANKLIN, MA 02038
Parcel Number: 223-046-000 CAMA Number: 223-046-000-000 Property Address: 5 SUNKEN MEADOW RD	Mailing Address: PACELLA VICTOR F PACELLA CAITLIN M 5 SUNKEN MEADOW RD FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-000 Property Address: 1-A-D HAWTHORNE VILLAGE DR	Mailing Address: HAWTHORNE VILLAGE CONDOMINIUM C/O PMI BAY STATE 308 WEST CENTRAL ST STE E FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-001 Property Address: 1-A HAWTHORNE VILLAGE DR	Mailing Address: GEER LOUIS J JR & JOAN M L/E GEER STEPHEN L 1 A HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-002 Property Address: 1-B HAWTHORNE VILLAGE DR	Mailing Address: MCDUGALL WAYNE MCDUGALL THERESA 1B HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-003 Property Address: 1-C HAWTHORNE VILLAGE DR	Mailing Address: CHHABRA ANITA 1 C HAWTHORNE VILLAGE DR FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-004 Property Address: 1-D HAWTHORNE VILLAGE DR	Mailing Address: BULKO JOHN B 1D HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-005 Property Address: 2-A HAWTHORNE VILLAGE DR	Mailing Address: DAVIS MARY LYNN 2 A HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-006 Property Address: 2-B HAWTHORNE VILLAGE DR	Mailing Address: KERNER JENNIFER L 2B HAWTHORNE VILLAGE FRANKLIN, MA 02038



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Parcel Number: 223-069-000  
CAMA Number: 223-069-000-007  
Property Address: 2-C HAWTHORNE VILLAGE DR

Mailing Address: LADIEU CAROL A  
2C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-008  
Property Address: 2-D HAWTHORNE VILLAGE DR

Mailing Address: TAYLOR JANE H TR JANE H TAYLOR  
LIVING TRUST  
2D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-009  
Property Address: 3-A HAWTHORNE VILLAGE DR

Mailing Address: LAWSON KIMBERLY ELLEN  
3A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-010  
Property Address: 3-B HAWTHORNE VILLAGE DR

Mailing Address: KELLEHER RICHARD J KELLEHER  
LINDA M  
3B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-011  
Property Address: 3-C HAWTHORNE VILLAGE DR

Mailing Address: GREESON LORI M  
3 C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-012  
Property Address: 3-D HAWTHORNE VILLAGE DR

Mailing Address: HARKINS CHRISTINE  
3D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-013  
Property Address: 4-A HAWTHORNE VILLAGE DR

Mailing Address: VOLK SUSAN E  
4A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-014  
Property Address: 4-B HAWTHORNE VILLAGE DR

Mailing Address: JOBE JOYCE M TR JOBE REVOCABLE  
LIVING TRUST  
4B HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-015  
Property Address: 4-C HAWTHORNE VILLAGE DR

Mailing Address: MALONEY JOHN D MALONEY  
MARIANNE T  
4C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-016  
Property Address: 4-D HAWTHORNE VILLAGE DR

Mailing Address: CRANE THOMAS P TR THOMAS P  
CRANE 2024 REALTY TR  
4D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-017  
Property Address: 5-A HAWTHORNE VILLAGE DR

Mailing Address: KELLY GARY BOSSI SUSAN  
5 A HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-018  
Property Address: 5-B HAWTHORNE VILLAGE DR

Mailing Address: HANSJON JUDI  
5B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038



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Franklin, MA  
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Parcel Number: 223-069-000  
CAMA Number: 223-069-000-019  
Property Address: 5-C HAWTHORNE VILLAGE DR

Mailing Address: STRUBLE WAYNE M YAMASAKI JULIE  
5C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-020  
Property Address: 5-D HAWTHORNE VILLAGE DR

Mailing Address: SULLIVAN DENNIS STANLEY PAMELA  
5 D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-021  
Property Address: 6-A HAWTHORNE VILLAGE DR

Mailing Address: DARST DANIEL M & AMY J TRS DANIEL  
M DARST FAMILY TRUST AMY J DARST  
FAMILY TRU  
6A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-022  
Property Address: 6-B HAWTHORNE VILLAGE DR

Mailing Address: LEUNG JANE S  
6B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-023  
Property Address: 6-C HAWTHORNE VILLAGE DR

Mailing Address: FEINER AMY  
6C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-024  
Property Address: 6-D HAWTHORNE VILLAGE DR

Mailing Address: SL1 PROPERTIES LLC  
5C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-025  
Property Address: 7-A HAWTHORNE VILLAGE DR

Mailing Address: THIBEAULT-LORD KARI A TR  
THIBEAULT-LORD K & K REVO TR  
KRISTOPHER D LORD TR  
7A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-026  
Property Address: 7-B HAWTHORNE VILLAGE DR

Mailing Address: SHEAR MARI SHEAR THOMAS  
7 HAWTHORNE VILLAGE APT B  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-027  
Property Address: 7-C HAWTHORNE VILLAGE DR

Mailing Address: MOORADIAN NANCY  
7C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-028  
Property Address: 7-D HAWTHORNE VILLAGE DR

Mailing Address: LOW VICTORIA E  
7D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-029  
Property Address: 9-A HAWTHORNE VILLAGE DR

Mailing Address: DOOLEY GERARD M DOOLEY  
MARYANN  
9A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-030  
Property Address: 9-B HAWTHORNE VILLAGE DR

Mailing Address: SHAPIRO KAREN A  
9B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038



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Franklin, MA  
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Parcel Number: 223-069-000  
CAMA Number: 223-069-000-031  
Property Address: 9-C HAWTHORNE VILLAGE DR

Mailing Address: MANOHARAN KRISHNA PRAKASH  
RAJENDIRAN RENUGA DEVI  
9C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-032  
Property Address: 9-D HAWTHORNE VILLAGE DR

Mailing Address: KNOX KIRSTEN TR KIRSTEN HAGSTOZ  
REV LIVING TR  
9 D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-033  
Property Address: 9-E HAWTHORNE VILLAGE DR

Mailing Address: BALON LAURENCE W BALON DOREEN  
9E HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-034  
Property Address: 9-F HAWTHORNE VILLAGE DR

Mailing Address: FERREIRA JOHN G  
9F HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-035  
Property Address: 9-G HAWTHORNE VILLAGE DR

Mailing Address: KENNALLY VINCENT & JENNIFER TR  
KENNALLY REALTY TR  
9G HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-036  
Property Address: 10-A HAWTHORNE VILLAGE DR

Mailing Address: KELLEHER MARIE T TR MARIE T  
KELLEHER REALTY TR  
10A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-037  
Property Address: 10-B HAWTHORNE VILLAGE DR

Mailing Address: LIPSON STEWART I LIPSON LISA M  
10B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-038  
Property Address: 10-C HAWTHORNE VILLAGE DR

Mailing Address: LOWELL MARK B LOWELL JAN E  
10C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-039  
Property Address: 10-D HAWTHORNE VILLAGE DR

Mailing Address: PRASAD MANISHA  
76 SILVER FOX RD  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-040  
Property Address: 10-E HAWTHORNE VILLAGE DR

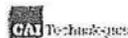
Mailing Address: FALLON JEANNINE TR JEANNINE L  
FALLON REVO TR  
10E HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-041  
Property Address: 11-A HAWTHORNE VILLAGE DR

Mailing Address: BERMAN EMILY  
11A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-042  
Property Address: 11-B HAWTHORNE VILLAGE DR

Mailing Address: KULKARNI RADHIKA GHANWAT  
ABHILASH  
11B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038



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Franklin, MA  
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Parcel Number: 223-069-000  
CAMA Number: 223-069-000-043  
Property Address: 11-C HAWTHORNE VILLAGE DR

Mailing Address: RONAN GRAYHAM REBELLO JAIMIE  
11 HAWTHORNE VILLAGE DR APT C  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-044  
Property Address: 11-D HAWTHORNE VILLAGE DR

Mailing Address: ROPAR DAVID J & TRACY C TRS 2025  
ROPAR FAM REV TRUST  
11 D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-045  
Property Address: 12-A HAWTHORNE VILLAGE DR

Mailing Address: MUISE ROY J MUISE KATHLEEN J  
12 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-046  
Property Address: 12-B HAWTHORNE VILLAGE DR

Mailing Address: DONNELLY SUSAN E  
12B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-047  
Property Address: 12-C HAWTHORNE VILLAGE DR

Mailing Address: MISSAGIA CARLOS C & WENDI D TRS  
MISSAGIA FAM REV LIV TRUST  
3 MARY ANNE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-048  
Property Address: 12-D HAWTHORNE VILLAGE DR

Mailing Address: BURCHILL JOAN BURCHILL ROBERT  
12 HAWTHORNE VILLAGE, UNIT D  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-049  
Property Address: 13-A HAWTHORNE VILLAGE DR

Mailing Address: DAMON LINDA M  
13A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-050  
Property Address: 13-B HAWTHORNE VILLAGE DR

Mailing Address: BRESNAHAN H. PATRICIA TR H.  
PATRICIA BRESNAHAN TR  
13B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-051  
Property Address: 13-C HAWTHORNE VILLAGE DR

Mailing Address: NORTON JUDITH A ATTN: JENNIFER  
PAULSEN  
13C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-052  
Property Address: 13-D HAWTHORNE VILLAGE DR

Mailing Address: ABRAMS JAMIE TR ABRAMS HABIF  
FAMILY IRRVO TR C/O MARTY ABRAMS  
13 D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-053  
Property Address: 14-A HAWTHORNE VILLAGE DR

Mailing Address: STANLEY WILLIAM F STANLEY LAURA J  
14 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-054  
Property Address: 14-B HAWTHORNE VILLAGE DR

Mailing Address: ARROYO JAMIE ARROYO NILDA  
CHARIMA  
14B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038



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Franklin, MA  
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Parcel Number: 223-069-000 CAMA Number: 223-069-000-055 Property Address: 14-C HAWTHORNE VILLAGE DR	Mailing Address: CARUSO GAIL M L/E WILLIAMS STACY 14C HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-056 Property Address: 14-D HAWTHORNE VILLAGE DR	Mailing Address: WOLFE SANDRA M 14D HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-057 Property Address: 15-A HAWTHORNE VILLAGE DR	Mailing Address: THURSTON JOHN S THURSTON MARY LOU M 15A HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-058 Property Address: 15-B HAWTHORNE VILLAGE DR	Mailing Address: EAGAN SHARON A TR SHARON A EGAN REV TR 15B HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-059 Property Address: 15-C HAWTHORNE VILLAGE DR	Mailing Address: KHATRI ASHOK KUMAR KHATRI CHANDRAN WANTI 15C HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-060 Property Address: 15-D HAWTHORNE VILLAGE DR	Mailing Address: KASPER KAZMIER J TR KAZMIER KASPER 2020 TR PO BOX 81 BELLINGHAM, MA 02019
Parcel Number: 223-069-000 CAMA Number: 223-069-000-061 Property Address: 16-A HAWTHORNE VILLAGE DR	Mailing Address: VALLEE ROBERT R JR FLYNN TRACEY L 16 A HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-062 Property Address: 16-B HAWTHORNE VILLAGE DR	Mailing Address: DOUCETTE ROBERT A DOUCETTE JOYCE 16B HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-063 Property Address: 16-C HAWTHORNE VILLAGE DR	Mailing Address: MCCARTHY ELIZABETH ANN MACCARTHY ROBERT 16C HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-064 Property Address: 16-D HAWTHORNE VILLAGE DR	Mailing Address: MCPHEE THOMAS C MCPHEE ANN M 16D HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-065 Property Address: 17-A HAWTHORNE VILLAGE DR	Mailing Address: WHITE JOHN WHITE CYNTHIA 17A HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-066 Property Address: 17-B HAWTHORNE VILLAGE DR	Mailing Address: RYAN JAIME L 17B HAWTHORNE VILLAGE FRANKLIN, MA 02038



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Parcel Number: 223-069-000 CAMA Number: 223-069-000-067 Property Address: 17-C HAWTHORNE VILLAGE DR	Mailing Address: WRIGHT MARILYN TR MARILYN WRIGHT IRREVOC TRUST 17C HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-068 Property Address: 17-D HAWTHORNE VILLAGE DR	Mailing Address: AUBELE NONA L 17 D HAWTHORNE VILLAGE DR FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-069 Property Address: 18-A HAWTHORNE VILLAGE DR	Mailing Address: SANDAAM MOORTHY GAJENDRAN SANDAAM GAJENDRAN MAYURI 18 A HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-070 Property Address: 18-B HAWTHORNE VILLAGE DR	Mailing Address: PEPPARD DANIELLE J 18B HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-071 Property Address: 18-C HAWTHORNE VILLAGE DR	Mailing Address: HUMPHREY STEPHEN W III HUMPHREY DENISE A 18C HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-072 Property Address: 18-D HAWTHORNE VILLAGE DR	Mailing Address: FOSTER ROBIN C 18D HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-073 Property Address: 19-A HAWTHORNE VILLAGE DR	Mailing Address: CONCANNON JOHN J III CONCANNON LAUREN 19 A HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-074 Property Address: 19-B HAWTHORNE VILLAGE DR	Mailing Address: DEFLAMINIO JOANNE M 19 B HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-075 Property Address: 19-C HAWTHORNE VILLAGE DR	Mailing Address: MORSS GWYNETH & THOMAS CHAFFIN LAUREL 19C HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-076 Property Address: 19-D HAWTHORNE VILLAGE DR	Mailing Address: CARGILL CLARICE J TR 19D HAWTHORNE VILLAGE BEECH ST 19D HAWTHORNE VILLAGE FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-077 Property Address: 20-A HAWTHORNE VILLAGE DR	Mailing Address: BRAGDON SCOTT B & ROSEMARIE F TRS BRAGDON REALTY TRUST 20 A HAWTHORNE VILLAGE DR FRANKLIN, MA 02038
Parcel Number: 223-069-000 CAMA Number: 223-069-000-078 Property Address: 20-B HAWTHORNE VILLAGE DR	Mailing Address: CIPORKIN EVAN D CIPORKIN KAUCKA MARTINA 20 B HAWTHORNE VILLAGE FRANKLIN, MA 02038



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Franklin, MA  
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Parcel Number: 223-069-000  
CAMA Number: 223-069-000-079  
Property Address: 20-C HAWTHORNE VILLAGE DR

Mailing Address: CONSUL ANKIT  
297 TURNPIKE RD APT 716  
WESTBOROUGH, MA 01581

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-080  
Property Address: 20-D HAWTHORNE VILLAGE DR

Mailing Address: POIRIER SUSAN M TR SUSAN M  
POIRIER REALTY TRUST  
20D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-081  
Property Address: 21-A HAWTHORNE VILLAGE DR

Mailing Address: SHERIDAN SUSAN B TR SUSAN B  
SHERIDAN TRUST  
21A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-082  
Property Address: 21-B HAWTHORNE VILLAGE DR

Mailing Address: ZACCARDI VALERIE S  
21B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-083  
Property Address: 21-C HAWTHORNE VILLAGE DR

Mailing Address: SHAIK CHAND P SHAIK HAMEEDA  
7 WINDSOR CIR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-084  
Property Address: 21-D HAWTHORNE VILLAGE DR

Mailing Address: FITZGERALD MICHAEL A FITZGERALD  
GEORGIANA  
21D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-085  
Property Address: 22-A HAWTHORNE VILLAGE DR

Mailing Address: FERULLO MICHAEL J FERULLO RACHEL  
J  
22A HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-086  
Property Address: 22-B HAWTHORNE VILLAGE DR

Mailing Address: VELLA SATYANARAYANA TR VELL  
LIVING TRUST THOTA, GOUTHAMI TR  
22B HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-087  
Property Address: 22-C HAWTHORNE VILLAGE DR

Mailing Address: CHENARD CATHERINE G TR CHENARD  
2017 REALTY TRUST  
22C HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-088  
Property Address: 22-D HAWTHORNE VILLAGE DR

Mailing Address: LITVIN GERALD P  
22D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-089  
Property Address: 23-A HAWTHORNE VILLAGE DR

Mailing Address: MAZZARINI FRANCES M  
23A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-090  
Property Address: 23-B HAWTHORNE VILLAGE DR

Mailing Address: SHULMAN RICHARD SHULMAN  
CONSTANCE  
23B HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038



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Franklin, MA  
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Parcel Number: 223-069-000  
CAMA Number: 223-069-000-091  
Property Address: 23-C HAWTHORNE VILLAGE DR

Mailing Address: SUGARMAN PAUL L SUGARMAN  
DONNA M  
23C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-092  
Property Address: 23-D HAWTHORNE VILLAGE DR

Mailing Address: SHEIBER SARA C  
23D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-093  
Property Address: 24-A HAWTHORNE VILLAGE DR

Mailing Address: FIORILLO ALEXANDER LOUIS  
24 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-094  
Property Address: 24-B HAWTHORNE VILLAGE DR

Mailing Address: KERR LORRAINE  
24B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-095  
Property Address: 24-C HAWTHORNE VILLAGE DR

Mailing Address: VAZQUEZ JUSTINO RODRIGUEZ  
CYNTHIA  
24C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-096  
Property Address: 24-D HAWTHORNE VILLAGE DR

Mailing Address: KOSHIVAKI JAMES KOSHIVAKI STACY  
24D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-097  
Property Address: 25-A HAWTHORNE VILLAGE DR

Mailing Address: BANDYOPADHYAY SHIBARAM  
25 A HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-098  
Property Address: 25-B HAWTHORNE VILLAGE DR

Mailing Address: KAPLAN IRIS M TR THE IRIS M KAPLAN  
TRUST  
25B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-099  
Property Address: 25-C HAWTHORNE VILLAGE DR

Mailing Address: DEAGAZIO DAVID  
27 BEXLEY ROAD  
FRAMINGHAM, MA 01702-5604

Parcel Number: 223-069-000  
CAMA Number: 223-069-000-100  
Property Address: 25-D HAWTHORNE VILLAGE DR

Mailing Address: NORBY DIANE R TR DIANE R NORBY  
LIVING TR  
25 D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

Parcel Number: 224-055-000  
CAMA Number: 224-055-000-000  
Property Address: 153 PINE ST

Mailing Address: TUCKER BRENDA E SABATINI TERAISA  
M  
153 PINE ST  
FRANKLIN, MA 02038

Parcel Number: 224-056-000  
CAMA Number: 224-056-000-000  
Property Address: SUNKEN MEADOW RD

Mailing Address: FRENCH EMILY FRENCH MAXWELL  
15 MOHAWK PATH  
BELLINGHAM, MA 02019

*Kevin M. Doyle, 8-5-25*



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This information is believed to be correct but is subject to change and is not warranted.

8/5/2025

Page 10 of 10

ABRAMS JAMIE TR  
ABRAMS HABIF FAMILY IRRVO  
13 D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

BRUNO JERRY  
BRUNO KRISTIN  
6 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

CRANE THOMAS P TR  
THOMAS P CRANE 2024 REALT  
4D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

ADLER ROBERT R & MARGARET  
THE ADLER REVOCABLE TRUST  
4 JOHN EDWARDS CIR  
FRANKLIN, MA 02038

BULKO JOHN B  
1D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

DAMON LINDA M  
13A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

ARROYO JAMIE  
ARROYO NILDA CHARIMA  
14B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

BURCHILL JOAN  
BURCHILL ROBERT  
12 HAWTHORNE VILLAGE, UNIT D  
FRANKLIN, MA 02038

DARST DANIEL M & AMY J TR  
DANIEL M DARST FAMILY TRU  
6A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

AUBELE NONA L  
17 D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

CARGILL CLARICE J TR  
19D HAWTHORNE VILLAGE BEE  
19D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

DAVIS MARY LYNN  
2 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

BALON LAURENCE W  
BALON DOREEN  
9E HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

CARUSO GAIL M L/E  
WILLIAMS STACY  
14C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

DEAGAZIO DAVID  
27 BEXLEY ROAD  
FRAMINGHAM, MA 01702-5604

BANDYOPADHYAY SHIBARAM  
25 A HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

CHENARD CATHERINE G TR  
CHENARD 2017 REALTY TRUST  
22C HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

DEFLAMINIO JOANNE M  
19 B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

BERMAN EMILY  
11A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

CHHABRA ANITA  
1 C HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

DONNELLY SUSAN E  
12B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

BOURQUE SCOTT K  
160 MENDON ST  
BLACKSTONE, MA 01504

CIPORKIN EVAN D  
CIPORKIN KAUCKA MARTINA  
20 B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

DOOLEY GERARD M  
DOOLEY MARYANN  
9A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

BRAGDON SCOTT B & ROSEMAR  
BRAGDON REALTY TRUST  
20 A HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

CONCANNON JOHN J III  
CONCANNON LAUREN  
19 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

DOUCETTE ROBERT A  
DOUCETTE JOYCE  
16B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

BRESNAHAN H. PATRICIA TR  
H. PATRICIA BRESNAHAN TR  
13B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

CONSUL ANKIT  
297 TURNPIKE RD APT 716  
WESTBOROUGH, MA 01581

EAGAN SHARON A TR  
SHARON A EGAN REV TR  
15B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

FALLON JEANNINE TR  
JEANNINE L FALLON REVO TR  
10E HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

GOULART ROBERT J  
GOULART KRISTEN A  
9 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

KAPLAN IRIS M TR  
THE IRIS M KAPLAN TRUST  
25B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

FEINER AMY  
6C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

GREESON LORI M  
3 C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

KASPER KAZMIER J TR  
KAZMIER KASPER 2020 TR  
PO BOX 81  
BELLINGHAM, MA 02019

FERREIRA JOHN G  
9F HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

GRIFFITH PAUL M  
GRIFFITH CAROLINE W  
11 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

KELLEHER MARIE T TR  
MARIE T KELLEHER REALTY T  
10A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

FERULLO MICHAEL J  
FERULLO RACHEL J  
22A HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

HANLEY ROBERT P  
HANLEY CATHLEEN M  
1 JOHN EDWARDS CIR  
FRANKLIN, MA 02038

KELLEHER RICHARD J  
KELLEHER LINDA M  
3B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

FIORILLO ALEXANDER LOUIS  
24 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

HANSJON JUDI  
5B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

KELLY GARY  
BOSSI SUSAN  
5 A HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

FITZGERALD MICHAEL A  
FITZGERALD GEORGIANA  
21D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

HARKINS CHRISTINE  
3D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

KENNALLY VINCENT & JENNIFE  
KENNALLY REALTY TR  
9G HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

FLAHERTY JOHN J JR  
FLAHERTY SUSAN M  
10 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

HAWTHORNE VILLAGE CONDOMI  
C/O PMI BAY STATE  
308 WEST CENTRAL ST STE E  
FRANKLIN, MA 02038

KERNER JENNIFER L  
2B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

FOSTER ROBIN C  
18D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

HOGAN DENIS J & CHERYL M  
ET ALS  
2 BETTEN COURT  
FRANKLIN, MA 02038

KERR LORRAINE  
24B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

FRENCH EMILY  
FRENCH MAXWELL  
15 MOHAWK PATH  
BELLINGHAM, MA 02019

HUMPHREY STEPHEN W III  
HUMPHREY DENISE A  
18C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

KHATRI ASHOK KUMAR  
KHATRI CHANDRAN WANTI  
15C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

GEER LOUIS J JR & JOAN M  
GEER STEPHEN L  
1 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

JOBE JOYCE M TR  
JOBE REVOCABLE LIVING TRU  
4B HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

KNOX KIRSTEN TR  
KIRSTEN HAGSTOZ REV LIVIN  
9 D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

KOSHIVAKI JAMES  
KOSHIVAKI STACY  
24D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

MANOHARAN KRISHNA PRAKASH  
RAJENDIRAN RENUGA DEVI  
9C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

NORTON JUDITH A  
ATTN: JENNIFER PAULSEN  
13C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

KULKARNI RADHIKA  
GHANWAT ABHILASH  
11B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

MAZZARINI FRANCES M  
23A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

PACELLA VICTOR F  
PACELLA CAITLIN M  
5 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

LADIEU CAROL A  
2C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

MCCARTHY ELIZABETH ANN  
MACCARTHY ROBERT  
16C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

PEPPARD DANIELLE J  
18B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

LAWSON KIMBERLY ELLEN  
3A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

MCDUGALL WAYNE  
MCDUGALL THERESA  
1B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

POIRIER SUSAN M TR  
SUSAN M POIRIER REALTY TR  
20D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

LEUNG JANE S  
6B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

MCPHEE THOMAS C  
MCPHEE ANN M  
16D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

PRASAD MANISHA  
76 SILVER FOX RD  
FRANKLIN, MA 02038

LIPSON STEWART I  
LIPSON LISA M  
10B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

MISSAGIA CARLOS C & WENDI  
MISSAGIA FAM REV LIV TRUS  
3 MARY ANNE DR  
FRANKLIN, MA 02038

REGAN MICHAEL JOSEPH  
REGAN CAROYN MARIE  
3 JOHN EDWARDS CIR  
FRANKLIN, MA 02038

LITVIN GERALD P  
22D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

MOORADIAN NANCY  
7C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

RONAN GRAYHAM  
REBELLO JAIMIE  
11 HAWTHORNE VILLAGE DR APT C  
FRANKLIN, MA 02038

LOW VICTORIA E  
7D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

MORSS GWYNETH & THOMAS  
CHAFFIN LAUREL  
19C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

ROPAR DAVID J & TRACY C T  
2025 ROPAR FAM REV TRUST  
11 D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

LOWELL MARK B  
LOWELL JAN E  
10C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

MUISE ROY J  
MUISE KATHLEEN J  
12 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

RYAN JAIME L  
17B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

MALONEY JOHN D  
MALONEY MARIANNE T  
4C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

NORBY DIANE R TR  
DIANE R NORBY LIVING TR  
25 D HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

SANDAAM MOORTHY GAJENDRAN  
SANDAAM GAJENDRAN MAYURI  
18 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

SHAIK CHAND P  
SHAIK HAMEEDA  
7 WINDSOR CIR  
FRANKLIN, MA 02038

SUGARMAN PAUL L  
SUGARMAN DONNA M  
23C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

WEXLER KEVIN  
WEXLER HILLARY  
5 JOHN EDWARDS CIR  
FRANKLIN, MA 02038

SHAPIRO KAREN A  
9B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

SULLIVAN DENNIS  
STANLEY PAMELA  
5 D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

WHITE JOHN  
WHITE CYNTHIA  
17A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

SHEAR MARI  
SHEAR THOMAS  
7 HAWTHORNE VILLAGE APT B  
FRANKLIN, MA 02038

TAYLOR JANE H TR  
JANE H TAYLOR LIVING TRUS  
2D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

WOLFE SANDRA M  
14D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

SHEIBER SARA C  
23D HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

THIBEAULT-LORD KARI A TR  
THIBEAULT-LORD K & K REVO  
7A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

WRIGHT MARILYN TR  
MARILYN WRIGHT IRREVOC TR  
17C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

SHERIDAN SUSAN B TR  
SUSAN B SHERIDAN TRUST  
21A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

THURSTON JOHN S  
THURSTON MARY LOU M  
15A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

ZACCARDI VALERIE S  
21B HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

SHULMAN RICHARD  
SHULMAN CONSTANCE  
23B HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

TUCKER BRENDA E  
SABATINI TERAISA M  
153 PINE ST  
FRANKLIN, MA 02038

SL1 PROPERTIES LLC  
5C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

VALLEE ROBERT R JR  
FLYNN TRACEY L  
16 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

SPINELLI ANTONIO  
SPINELLI JACQUELYN  
8 SUNKEN MEADOW RD  
FRANKLIN, MA 02038

VAZQUEZ JUSTINO  
RODRIGUEZ CYNTHIA  
24C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

STANLEY WILLIAM F  
STANLEY LAURA J  
14 A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

VELLA SATYANARAYANA TR  
VELL LIVING TRUST THOTA,  
22B HAWTHORNE VILLAGE DR  
FRANKLIN, MA 02038

STRUBLE WAYNE M  
YAMASAKI JULIE  
5C HAWTHORNE VILLAGE  
FRANKLIN, MA 02038

VOLK SUSAN E  
4A HAWTHORNE VILLAGE  
FRANKLIN, MA 02038



## TOWN OF BELLINGHAM

*Assessment Administration Office*  
Municipal Center - 10 Mechanic Street  
Bellingham, Massachusetts 02019  
508-657-2862 \* FAX 508-657-2894  
Email: [Assessors@bellinghamma.org](mailto:Assessors@bellinghamma.org)  
[www.bellinghamma.org](http://www.bellinghamma.org)

August 5, 2025

THE PROPERTY OWNERS LISTED HEREIN ARE THE KNOWN ABUTTERS TO  
THE PROPERTY OWNERS:

300 Feet Abutters – Planning Board – Map 14 Parcel 42-BG

Property Address(es): Pine Street  
Bellingham, MA 02019

Owner(s) of Record: Brendon Properties Burton Wood  
259 Turnpike Rd., Ste# 110  
Southborough, MA 01772

Requested: Brendon Properties Burton Woods  
By Counsel: Neal J. Bingham  
5 Commonwealth Road  
Natick, MA 01760

ABUTTERS ATTACHED

Certified: Michelle Nowlan  
Michelle Nowlan, Principal Clerk



## TOWN OF BELLINGHAM

*Assessment Administration Office*  
Municipal Center - 10 Mechanic Street  
Bellingham, Massachusetts 02019  
508-657-2862 \* FAX 508-657-2894  
Email: [Assessors@bellinghamma.org](mailto:Assessors@bellinghamma.org)  
[www.bellinghamma.org](http://www.bellinghamma.org)

August 5, 2025

THE PROPERTY OWNERS LISTED HEREIN ARE THE KNOWN ABUTTERS TO  
THE PROPERTY OWNERS:

300 Feet Abutters – Planning Board – Map 14 Parcel 42-BG

Property Address(es): Pine Street  
Bellingham, MA 02019

Owner(s) of Record: Brendon Properties Burton Wood  
259 Turnpike Rd., Ste# 110  
Southborough, MA 01772

Requested: Brendon Properties Burton Woods  
By Counsel: Neal J. Bingham  
5 Commonwealth Road  
Natick, MA 01760

ABUTTERS ATTACHED

Certified: Michelle Nowlan  
Michelle Nowlan, Principal Clerk

**TOWN OF BELLINGHAM**  
**ASSESSMENT ADMINISTRATION OFFICE**  
Bellingham Municipal Center  
10 Mechanic St.  
BELLINGHAM, MA 02019  
PHONE (508) 887-2862 FAX (508) 887-2894

Date of Application August 5, 2025

**REQUEST FOR LIST OF ABUTTERS**

A \$25.00 Fee PER LIST is required to process your request. Payment is due at the time of submission of this form. Fees apply to the preparation of a new list or verification or reverification on an existing or expired list. Please allow up to 10 business days from the date of payment and submission of the form for the Assessor's office to complete the processing of your request. Checks/Money Orders are made out to: "The Town of Bellingham". Cash payments are accepted in person.

Please indicate with a check

- Immediate Abutters-Selectboard
- Abutter to Abutter within 300 feet -Zoning Board
- Abutter to Abutter within 300 feet -Planning Board (Franklin Project)
- Abutters within 100 feet - Conservation Commission
- Other - please specify: \_\_\_\_\_

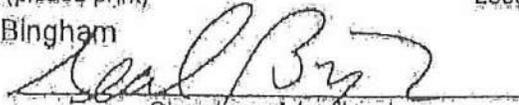
Map \_\_\_\_\_ Parcel(s) 0014-0042-00BG

Brendon Properties Burton Woods

Applicant (please print)

Location of Property

By counsel: Neal J. Bingham

  
Signature of Applicant

5 Commonwealth Road, Natick, MA 01760

508-881-4950

Mailing Address of Applicant

Telephone Number

**ABUTTERS LIST IS VALID FOR THIRTY (30) DAYS AFTER COMPLETION**



Shoe Rd  
Apache Rd

Joseph Cir

Coarles River

John Alden Cir

Ray Ave

Plymouth Rd

Mohawk Path

FRANKLIN



# 300 feet Abutters List Report

Bellingham, MA  
August 05, 2025

## Subject Property:

Parcel Number: 0014-0042-00BG  
CAMA Number: 0014-0042-00BG  
Property Address: PINE ST

Mailing Address: BRENDON PROPERTIES BURTON  
WOOD  
259 TURNPIKE RD STE #110  
SOUTHBOROUGH, MA 01772

---

## Abutters:

Parcel Number: 0009-112A-0000  
CAMA Number: 0009-112A-0000  
Property Address: PEARL ST

Mailing Address: TOWN OF BELLINGHAM  
10 MECHANIC ST  
BELLINGHAM, MA 02019

Parcel Number: 0014-0042-0002  
CAMA Number: 0014-0042-0002  
Property Address: PINE ST

Mailing Address: FRENCH, EMILY  
15 MOHAWK PT  
BELLINGHAM, MA 02019

Parcel Number: 0014-0045-0000  
CAMA Number: 0014-0045-0000  
Property Address: 9 APACHE RD

Mailing Address: DAVIS, BRIAN K & TRACY M  
9 APACHE RD  
BELLINGHAM, MA 02019

Parcel Number: 0014-0046-0000  
CAMA Number: 0014-0046-0000  
Property Address: 5 APACHE RD

Mailing Address: WOJDAG, JOHN + ALANNA  
5 APACHE RD  
BELLINGHAM, MA 02019

Parcel Number: 0014-0047-0000  
CAMA Number: 0014-0047-0000  
Property Address: 74 PLYMOUTH RD

Mailing Address: LOZUPONE, DAVID MICHAEL  
74 PLYMOUTH RD  
BELLINGHAM, MA 02019

Parcel Number: 0014-0048-0000  
CAMA Number: 0014-0048-0000  
Property Address: 78 PLYMOUTH RD

Mailing Address: TOOLIN, JAMES T  
78 PLYMOUTH RD  
BELLINGHAM, MA 02019

Parcel Number: 0014-0049-0000  
CAMA Number: 0014-0049-0000  
Property Address: 82 PLYMOUTH RD

Mailing Address: LEVANDOSKI, ANDREW GLEASON  
IRONMAN, JESSICA LYNN  
82 PLYMOUTH RD  
BELLINGHAM, MA 02019

Parcel Number: 0014-0050-0000  
CAMA Number: 0014-0050-0000  
Property Address: PLYMOUTH RD

Mailing Address: TOWN OF BELLINGHAM  
CONSERVATION COMMISSION  
10 MECHANIC STREET  
BELLINGHAM, MA 02019

Parcel Number: 0014-0051-0000  
CAMA Number: 0014-0051-0000  
Property Address: 88 PLYMOUTH RD

Mailing Address: WIGMORE, YVONNE M  
88 PLYMOUTH RD  
BELLINGHAM, MA 02019

Parcel Number: 0014-0052-0000  
CAMA Number: 0014-0052-0000  
Property Address: 92 PLYMOUTH RD

Mailing Address: DEETHREE REALTY TRUST RICHARD M  
BARTELS-TR  
92 PLYMOUTH RD  
BELLINGHAM, MA 02019



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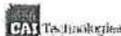
Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.



# 300 feet Abutters List Report

Bellingham, MA  
August 05, 2025

Parcel Number: 0014-0053-0000 CAMA Number: 0014-0053-0000 Property Address: 96 PLYMOUTH RD	Mailing Address: COSTELLO JOSEPH M & KAREN F 96 PLYMOUTH RD BELLINGHAM, MA 02019
Parcel Number: 0014-0054-0000 CAMA Number: 0014-0054-0000 Property Address: 100 PLYMOUTH RD	Mailing Address: HASTINGS, JAMES E & MARSHA J 100 PLYMOUTH RD BELLINGHAM, MA 02019
Parcel Number: 0014-0055-0000 CAMA Number: 0014-0055-0000 Property Address: 41 MOHAWK PT	Mailing Address: CASEY, MARY R-L/E JOYCE A CASEY 41 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0056-0000 CAMA Number: 0014-0056-0000 Property Address: 39 MOHAWK PT	Mailing Address: LOCKWOOD, FRANCIS E + MARIE L 39 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0057-0000 CAMA Number: 0014-0057-0000 Property Address: 37 MOHAWK PT	Mailing Address: MORRISON, ADAM & FELTON, KERRI ANNE 37 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0058-0000 CAMA Number: 0014-0058-0000 Property Address: 35 MOHAWK PT	Mailing Address: GUIDERA FAMILY IRREV TRUST DANIEL L & SIGRID M GUIDERA-TR 35 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0059-0000 CAMA Number: 0014-0059-0000 Property Address: 33 MOHAWK PT	Mailing Address: BLUE, RICHARD A + DONNA A 33 MOHAWK PATH BELLINGHAM, MA 02019
Parcel Number: 0014-0060-0000 CAMA Number: 0014-0060-0000 Property Address: 31 MOHAWK PT	Mailing Address: HAZEL, ALEX WILLIAM HAZEL, LISA JEAN 31 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0061-0000 CAMA Number: 0014-0061-0000 Property Address: 29 MOHAWK PT	Mailing Address: BISSONNETTE LIVING TRUST BISSONNETTE, ALICE H & WILLIAM 29 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0062-0000 CAMA Number: 0014-0062-0000 Property Address: 27 MOHAWK PT	Mailing Address: LOBERTI, DAVID J + MELISSA A 27 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0063-0000 CAMA Number: 0014-0063-0000 Property Address: 25 MOHAWK PT	Mailing Address: THAPA, SHER & BALA & THAPA, SWAPNIL & MUKTA 25 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0064-0000 CAMA Number: 0014-0064-0000 Property Address: 23 MOHAWK PT	Mailing Address: POWER, WALTER S JR-L/E POWER, DEBORAH J-L/E 23 MOHAWK PT BELLINGHAM, MA 02019



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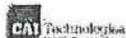
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# 300 feet Abutters List Report

Bellingham, MA  
August 05, 2025

Parcel Number: 0014-0065-0000 CAMA Number: 0014-0065-0000 Property Address: 21 MOHAWK PT	Mailing Address: DUQUETTE, ANDREW C & KATELYN P 21 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0066-0000 CAMA Number: 0014-0066-0000 Property Address: 19 MOHAWK PT	Mailing Address: MARQUEZ ALBERT A, JR & ROBIN R 19 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0067-0000 CAMA Number: 0014-0067-0000 Property Address: 17 MOHAWK PT	Mailing Address: FRENI, ANN T + JOHN S 17 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0068-0000 CAMA Number: 0014-0068-0000 Property Address: 15 MOHAWK PT	Mailing Address: FRENCH, EMILY & MAXWELL 15 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0069-0000 CAMA Number: 0014-0069-0000 Property Address: 13 MOHAWK PT	Mailing Address: FORD, JOHN R-L/E LEAVITT, AMANDA T & 13 MOHAWK PT BELLINGHAM, MA 02019
Parcel Number: 0014-0080-0000 CAMA Number: 0014-0080-0000 Property Address: 109 PLYMOUTH RD	Mailing Address: MURRAIN, LEON & JASMINE 109 PLYMOUTH RD BELLINGHAM, MA 02019
Parcel Number: 0014-0081-0000 CAMA Number: 0014-0081-0000 Property Address: 105 PLYMOUTH RD	Mailing Address: FRAZER, DAVID J + CAROLYN A 105 PLYMOUTH RD BELLINGHAM, MA 02019
Parcel Number: 0014-0082-0000 CAMA Number: 0014-0082-0000 Property Address: 101 PLYMOUTH RD	Mailing Address: KELLY, JOSEPH F JR 101 PLYMOUTH RD BELLINGHAM, MA 02019
Parcel Number: 0014-0083-0000 CAMA Number: 0014-0083-0000 Property Address: 8 JOHN ALDEN CR	Mailing Address: SMITH, EDWARD G + ELVIRA B 8 JOHN ALDEN CR BELLINGHAM, MA 02019
Parcel Number: 0014-0100-0000 CAMA Number: 0014-0100-0000 Property Address: JOHN ALDEN CR	Mailing Address: TOWN OF BELLINGHAM CONSERVATION COMMISSION 10 MECHANIC STREET BELLINGHAM, MA 02019
Parcel Number: 0014-0104-0000 CAMA Number: 0014-0104-0000 Property Address: 95 PLYMOUTH RD	Mailing Address: WILLS RABONNA L 95 PLYMOUTH RD BELLINGHAM, MA 02019
Parcel Number: 0014-0105-0000 CAMA Number: 0014-0105-0000 Property Address: 91 PLYMOUTH RD	Mailing Address: PLANTE, WAYNE P DIBLASI, LAURA M 91 PLYMOUTH RD BELLINGHAM, MA 02019



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# 300 feet Abutters List Report

Bellingham, MA

August 05, 2025

Parcel Number: 0014-0106-0000  
CAMA Number: 0014-0106-0000  
Property Address: 83 PLYMOUTH RD

Mailing Address: FEERICK COLLEEN  
83 PLYMOUTH RD  
BELLINGHAM, MA 02019

Parcel Number: 0014-0150-0000  
CAMA Number: 0014-0150-0000  
Property Address: 40 MOHAWK PT

Mailing Address: HURVITZ, SETH M  
40 MOHAWK PT  
BELLINGHAM, MA 02019

Parcel Number: 0014-0157-0000  
CAMA Number: 0014-0157-0000  
Property Address: 12 MOHAWK PT

Mailing Address: DENNISON, D ANN M  
12 MOHAWK PT  
BELLINGHAM, MA 02019

Parcel Number: 0014-0158-0000  
CAMA Number: 0014-0158-0000  
Property Address: 18 MOHAWK PT

Mailing Address: CALDERSIO, THOMAS + LINDA M  
18 MOHAWK PT  
BELLINGHAM, MA 02019

Parcel Number: 0014-0159-0000  
CAMA Number: 0014-0159-0000  
Property Address: 20 MOHAWK PT

Mailing Address: HAYES, JOHN J  
20 MOHAWK PT  
BELLINGHAM, MA 02019

Parcel Number: 0014-0160-0000  
CAMA Number: 0014-0160-0000  
Property Address: 24 MOHAWK PT

Mailing Address: ORTON, CAROL  
24 MOHAWK PT  
BELLINGHAM, MA 02019

Parcel Number: 0014-0161-0000  
CAMA Number: 0014-0161-0000  
Property Address: 30 MOHAWK PT

Mailing Address: 2025 EDWARD A SZAMRETA REVOC L  
EDWARD A SZAMRETA - TR  
30 MOHAWK PT  
BELLINGHAM, MA 02019

Parcel Number: 0014-0162-0000  
CAMA Number: 0014-0162-0000  
Property Address: 32 MOHAWK PT

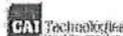
Mailing Address: CRUCIANI, JOSEPH M & BOWKER,  
KAYLA A  
32 MOHAWK PT  
BELLINGHAM, MA 02019

Parcel Number: 0014-0163-0000  
CAMA Number: 0014-0163-0000  
Property Address: 34 MOHAWK PT

Mailing Address: WILLIAM & MARY GNERRE-L/E WILLIAM  
& MARY GNERRE IRREV TR  
34 MOHAWK PT  
BELLINGHAM, MA 02019

Parcel Number: 0014-0164-0000  
CAMA Number: 0014-0164-0000  
Property Address: 36 MOHAWK PT

Mailing Address: BOLES, ROBERT R - L/E & OCONNOR-  
BOLES, MARY - L/E  
36 MOHAWK PT  
BELLINGHAM, MA 02019



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