

TOWN OF FRANKLIN
INSPECTION DEPARTMENT
Building Inspection – Division of Wires – Division of Gas
Division of Plumbing
MUNICIPAL BUILDING – 355 East Central Street
Franklin, Massachusetts 02038

Lloyd (Gus) Brown
Building Commissioner

Telephone: 508-520-4926
FAX: 508-520-4906

ZONING REVIEW

APPLICANT **Brian W. Murphy**

LOCATION: 28 Pine Street

ZONING DISTRICT: **SFR III**

TYPE OF PROJECT: Construction of Two Attached Additions and a Deck

DATE: 09/20/2023 **DENY**

VARIANCE

ZONING BY LAW SECTIONS: 185 Attachment 9 Schedule of Lot, Area, Frontage, Yard and Height Requirements

REASON FOR DENIAL: Applicant is seeking to construct a 801 Sq. Ft. attached addition that is 12.6' from the right side yard setback where 25' is required. The building permit is denied without a variance from the ZBA.

APPEAL OF DENIAL OPTIONS:

ZONING BOARD OF APPEALS

APPLICANT SIGNATURE _____ **DATE**

ZONING OFFICIAL SIGNATURE LAB _____ **DATE 09/20/2023**

**TOWN OF FRANKLIN
ZONING BOARD OF APPEALS**

Municipal Building
355 East Central Street
Franklin, MA 02038
508-520-4926

**RECEIVED
TOWN OF FRANKLIN**

SEP 11 2023

ZONING BOARD OF APPEALS

TOWN OF FRANKLIN
TOWN CLERK

2023 SEP 11 A 9:46

RECEIVED

ZBA APPLICATION FORM

GENERAL INFORMATION

The undersigned hereby petitions the Zoning Board of Appeals for the following:

Special Permit: _____ Variance: X Appeal: _____

PETITIONER: BRIAN W. MURPHY

PETITIONER'S ADDRESS: 28 PINE STREET, FRANKLIN, MA PHONE: (508) 479-8780

LOCATION OF PROPERTY: 28 PINE STREET, FRANKLIN, MA 02038

TYPE OF OCCUPANCY: RESIDENTIAL ZONING DISTRICT: GENERAL RESIDENTIAL V

ASSESSORS MAP & PARCEL: 222-014-000-000

REASON FOR PETITION:

<u> X </u> Additions	_____ New Structure
_____ Change in Use/Occupancy	_____ Parking
_____ Conversion to Addi'l Dwelling Unit's	_____ Sign
_____ Dormer	_____ Subdivision
_____ Other: _____	

DESCRIPTION OF PETITIONER'S PROPOSAL:

REQUEST SIDE YARD SETBACK RELIEF AS SHOWN ON PLOT PLAN.

SECTIONS OF ZONING ORDINANCE CITED:

Article IV Section ZONING CHAPTER 185 ATTACHMENT 9

Article _____ Section _____

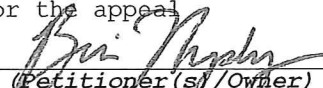
Article _____ Section _____

Applicants for a Variance must complete Pages 1-5

Applicants for a Special Permit must complete Pages 1-4 and 6

Applicants for an Appeal to the ZBA pursuant to Zoning Bylaw section 185-45 (D) must attach a statement concerning the reasons for the appeal

Original Signature(s):


(Petitioner(s)/Owner)

Brian W. Murphy
(Print Name)

Address: 28 Pine Street, FRANKLIN, MA 02038

Tel. No.: (508) 479-8780

E-Mail Address: bmurph13@msn.com

Date: 9/1/2023

**TOWN OF FRANKLIN
ZONING BOARD OF APPEALS**

Municipal Building
355 East Central Street
Franklin, MA 02038
508-520-4926

ZBA APPLICATION FORM - OWNERSHIP INFORMATION

To be completed by OWNER, signed and returned to the Secretary of the Zoning Board of Appeals.

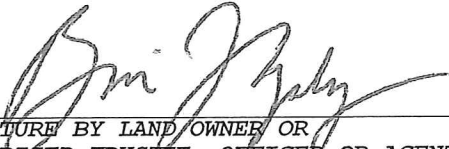
I/We BRIAN MURPHY & KELLY MURPHY
(OWNER)

Address: 28 PINE STREET, FRANKLIN, MA 02038

State that I/We own the property located at 28 PINE STREET, FRANKLIN, MA 02038,
which is the subject of this zoning application.

The record title of this property is in the name of _____
BRIAN W. MURPHY & KELLY M. WHITE

*Pursuant to a deed of duly recorded in the date 12/20/2018, Norfolk
County Registry of Deeds at Book 36516, Page 6; or
Dedham Registry District of Land Court, Certificate No. _____
Book _____ Page _____.



SIGNATURE BY LAND/OWNER OR
AUTHORIZED TRUSTEE, OFFICER OR AGENT*

**TOWN OF FRANKLIN
ZONING BOARD OF APPEALS**

Municipal Building
355 East Central Street
Franklin, MA 02038
508-520-4926

ZBA APPLICATION FORM

DIMENSIONAL INFORMATION

APPLICANT: BRIAN MURPHY PRESENT USE/OCCUPANCY: RESIDENTIAL

LOCATION: 28 PINE STREET, FRANKLIN ZONE: GENERAL RESIDENTIAL V

PHONE: (508) 479-8780 REQUESTED USE/OCCUPANCY: RESIDENTIAL

		<u>EXISTING CONDITIONS</u>	<u>REQUESTED CONDITIONS</u>	<u>ORDINANCE REQUIREMENTS¹</u>	
<u>Lot Area:</u>		<u>15,033 SF</u>	<u>15,033 SF</u>	<u>10.000</u>	(min.)
<u>Continuous Frontage:</u>		<u>100 FT</u>	<u>100 FT</u>	<u>100 FT</u>	(min.)
<u>Size of Lot:</u>	Width	<u>96.6 FT</u>	<u>96.6 FT</u>	<u>90 FT</u>	(min.)
	Depth	<u>167.9 FT</u>	<u>167.9 FT</u>	<u>100 FT</u>	(min.)
<u>Setbacks in Feet:</u>	Front	<u>36 FT</u>	<u>36 FT</u>	<u>20 FT</u>	(min.)
	Rear	<u>96.2 FT</u>	<u>79.2 FT</u>	<u>20 FT</u>	(min.)
	Left Side	<u>15.0 FT</u>	<u>15.0 FT</u>	<u>15 FT</u>	(min.)
	Right Side	<u>13.6 FT</u>	<u>12.6 FT</u>	<u>15 FT</u>	(min.)
<u>Building Height:</u>	Stories	<u>1</u>	<u>1</u>	<u>3</u>	(max.)
	Feet	<u>15</u>	<u>15</u>	<u>40</u>	(max.)
<u>NO. of Dwelling Units:</u>		<u>1</u>	<u>1</u>	<u>1</u>	(max.)
<u>NO. of Parking Spaces:</u>		<u>3</u>	<u>3</u>		(min./max)

Describe where applicable, other occupancies on same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g.; wood frame, concrete, brick, steel, etc.

PROPOSED ADDITION CONSISTS OF A SINGLE-STORY WOOD-FRAMED STRUCTURE
WITH A FULL BASEMENT TO MATCH THE EXISTING HOUSE.

SEE FRANKLIN ZONING BYLAW ARTICLE 185, ATTACHMENT 9.

**TOWN OF FRANKLIN
ZONING BOARD OF APPEALS**

Municipal Building
355 East Central Street
Franklin, MA 02038
508-520-4926

ZBA APPLICATION FORM

SUPPORTING STATEMENT FOR A VARIANCE

EACH OF THE FOLLOWING REQUIREMENTS FOR A VARIANCE MUST BE ESTABLISHED AND SET FORTH IN COMPLETE DETAIL BY THE APPLICANT IN ACCORDANCE WITH ZONING BYLAW SECTION 185-45 (D) (2) (6) AND MGL 40A, SECTION 10:

- A) A Literal enforcement of the provisions of this Zoning bylaw would involve a substantial hardship, financial or otherwise, to the petitioner or appellant for the following reasons:

The provision of this bylaw would prove substantial hardship to this growing family in Franklin.

- B) The hardship is owing to the following circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located for the following reasons:

The hardship is due to the current placement of the home on the lot which is not parallel to the side property lines. This makes the expansion of the house particularly difficult.

- C) Desirable relief may be granted without either:

- 1) Substantial detriment to the public good for the following reasons:

This addition shall not hinder the public good since it is allowing a long-time resident of Franklin to remain rather than relocating to another town.

- 2) Nullifying or substantially derogating from the intent or purpose of this Zoning Bylaw for the following reasons:

Only a portion of the proposed addition encroaches the side setback, the addition is designed to maintain the character and mimic the overall shape of the house so that it blends with the surrounding neighborhood.

If you have any questions as to whether you can establish all of the applicable legal requirements, you should consult with your own attorney.

MASS. STATE PLANE GRID

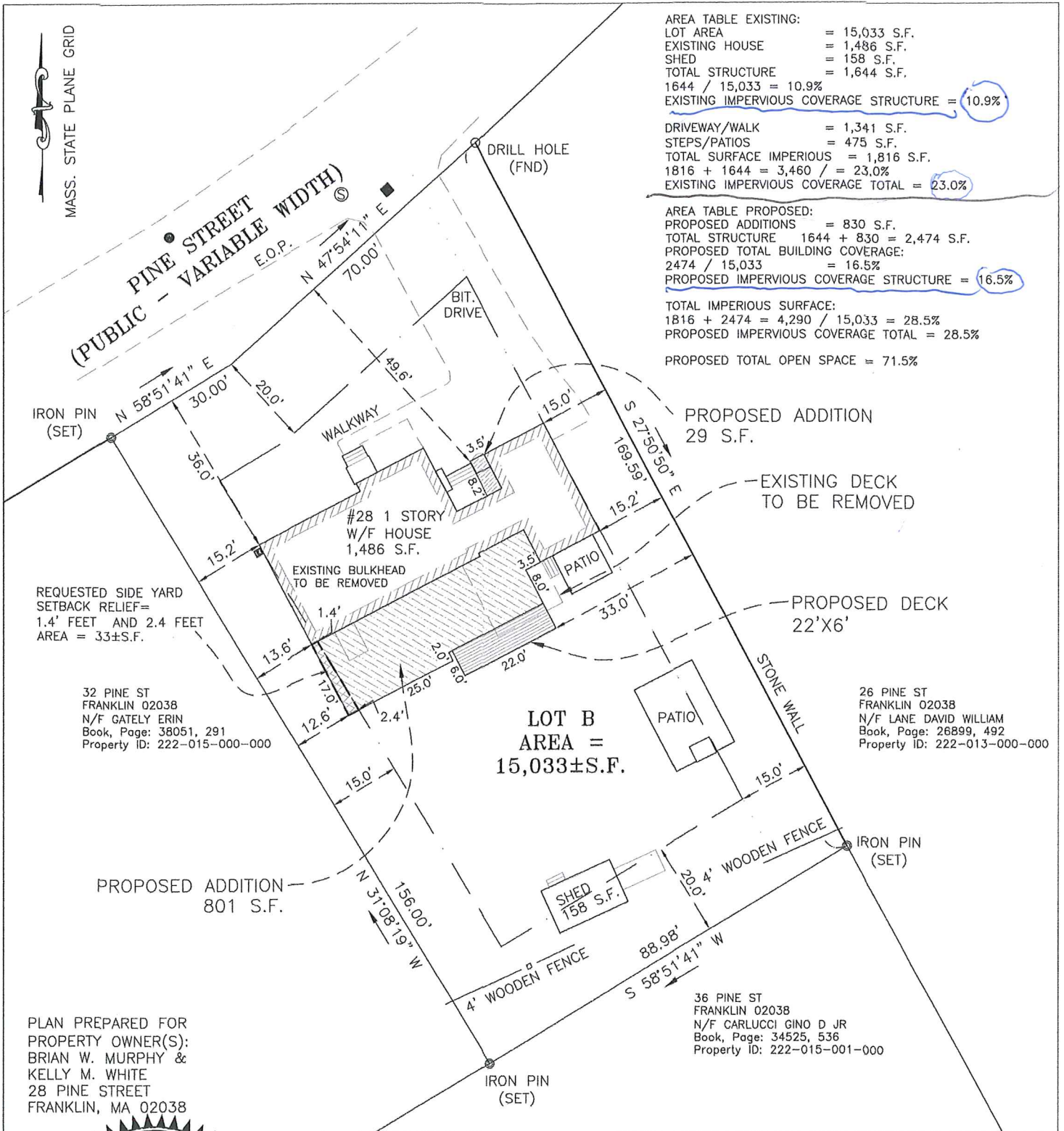
AREA TABLE EXISTING:
LOT AREA = 15,033 S.F.
EXISTING HOUSE = 1,486 S.F.
SHED = 158 S.F.
TOTAL STRUCTURE = 1,644 S.F.
 $1644 / 15,033 = 10.9\%$
EXISTING IMPERVIOUS COVERAGE STRUCTURE = 10.9%

DRIVEWAY/WALK = 1,341 S.F.
STEPS/PATIOS = 475 S.F.
TOTAL SURFACE IMPERVIOUS = 1,816 S.F.
 $1816 + 1644 = 3,460 / 15,033 = 23.0\%$
EXISTING IMPERVIOUS COVERAGE TOTAL = 23.0%

AREA TABLE PROPOSED:
PROPOSED ADDITIONS = 830 S.F.
TOTAL STRUCTURE $1644 + 830 = 2,474$ S.F.
PROPOSED TOTAL BUILDING COVERAGE:
 $2474 / 15,033 = 16.5\%$
PROPOSED IMPERVIOUS COVERAGE STRUCTURE = 16.5%

TOTAL IMPERVIOUS SURFACE:
 $1816 + 2474 = 4,290 / 15,033 = 28.5\%$
PROPOSED IMPERVIOUS COVERAGE TOTAL = 28.5%

PROPOSED TOTAL OPEN SPACE = 71.5%



TODD P. CHAPIN P.L.S. #37558 MASS.

ASSESSORS PID: 222-014-000-000
ZONING DISTRICT: GENERAL RESIDENCE V
MINIMUM SETBACK REQUIREMENTS:
FRONT YARD = 20.0' SIDE YARD = 15.0'
REAR YARD = 20.0'
MAX. IMPERVIOUS COVERAGE STRUCTURES= 30%
MAX. IMPERVIOUS TOTAL LOT COVERAGE = 35%
MAX HEIGHT = 40.0'
MAX. STORIES = 3

FIELD SURVEY: JP CALC. MT REVIEW TC

RealMapInfo LLC

420 LAKESIDE AVENUE SUITE 403
MARLBOROUGH, MA. 01752
REALMAPINFO.COM 774-570-0642

PROPOSED ADDITION

PLOT PLAN OF LAND IN

FRANKLIN, MASS

SCALE: 1"=30'

DATE: 08/26/2023

DEED BOOK 36516 PAGE 6

PLAN NO. 907 OF 1957

RECORDED @ THE NORFOLK COUNTY REG. OF DEEDS

PURCHASE AND SALE AGREEMENT

From the Office of:
Law Office of Justin P. Publick
420 Main Street
Walpole, MA 02081
Phone(508)668-6900
Fax(508)668-6966

11/27/2018

This _____ day of November, 2018.

1. **Parties and Mailing Addresses:**

Janet A. Alberti, Trustee of the Alberti Family Irrevocable Trust under Declaration of Trust dated February 13, 2007, of 28 Pine Street, Franklin, MA 02038

hereinafter called the SELLER, agrees to SELL and

Kelly White and Brian Murphy, of _____

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. **Description:**

The land, containing 15,033 square feet of land, more or less, with the buildings thereon now known as and numbered **28 Pine Street, Franklin, MA 02038** and more particularly described in a deed recorded with the Norfolk County Registry of Deeds in Book 24558, Page 500. As advertised in MLS listing #72421784.

3. **Buildings, Structures, Improvements, Fixtures:**

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment; oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and specifically including refrigerator and dryer

but excluding: all of Seller's personal property not specifically included herein

4. **Title Deed**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing buildings and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date the closing;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises; and

Title to the subject premises shall be deemed to be satisfactory and in compliance with the provisions of Paragraph 4 if a nationally recognized title insurance company is willing to issue the BUYER, upon delivery from SELLER to BUYER the deed contemplated by the Agreement and upon recordation of such deed, at normal title insurance premium rates, an owner's title insurance policy insuring fee title in the BUYER free from all exceptions other than those exceptions set forth in Paragraph 4. It is expressly understood and agreed that the BUYER is responsible for paying for and obtaining title examination review and certification and a title insurance agent to issue said policy prior to/at the closing date anticipated herein at buyer's option.

5. **Plans:**

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. **Registered Title:**

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. **Purchase Price:**

The agreed purchase price for said premises is **THREE HUNDRED TWENTY-NINE THOUSAND and xx/100 Dollars (\$329,000.00)**, which

\$ 1,000.00	have been paid with Offer to Purchase, and
\$ 8,000.00	have been paid as a deposit this day and
\$ 320,000.00	are to be paid at the time of delivery and recording of the deed by certified, cashier's, treasurer's, bank, or bank attorney's conveyancing, IOLTA or client's/trust account check(s) or wire transfer
\$ 329,000.00	TOTAL

8. **Time for Performance; Delivery of Deed:**

Such deed is to be delivered at 12:00 o'clock P.M. on the 20TH day of DECEMBER 2018 at the Norfolk County Registry of Deeds, or office of buyer's lender's attorney so long as located in Norfolk County, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Neither the SELLER, nor his/her agents or attorney shall be required to attend closing but do agree to facilitate the transaction and ensure that the original SELLER signed Deed, Power of Attorney and other customary documents are delivered to the closing attorney. Notwithstanding anything contained in this Agreement or any addenda hereto to the contrary, SELLER shall only be required to attend the closing at a place of reasonable proximity to the premises and not otherwise.

9. **Possession and Condition of Premises:**

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the conditions thereof complies with the terms of this clause.

10. **Extension to Perfect Title or Make Premises Conform:**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provision hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) days. Nothing herein shall require the seller to expend more than \$1,500 exclusive of mortgages and voluntary encumbrances to exercise reasonable efforts as described herein.

11. **Failure to Perfect Title or Make Premises Conform etc.:**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. **Buyer's Election to Accept Title:**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provision of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any parties restoration.

13. **Acceptance of the Deed:**

The acceptance and recording of the deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. **Use of Money to Clear Title:**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or thereafter in accordance with usual and customary local conveyancing practice.

Pursuant to The Real Estate Bar Association for Massachusetts' Practice Standard No. 17, the SELLER agrees to pay a reasonable fee to the attorney for the BUYER's Lender or Closing Attorney for obtaining and recording a discharge of any seller mortgage(s) affecting the property. In no event shall this fee exceed \$75.00 for each outstanding mortgage.

15. **Insurance:**

Type of Insurance	Amount of Coverage
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(a) Fire and Extended Coverage	*As presently insured
--------------------------------	-----------------------

(b)

All risk of loss shall remain with SELLER until recording of the deed.

16. **Adjustments:**

Water and sewer use charges and taxes for the then current fiscal year shall be apportioned and fuel value shall be adjusted as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as they case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. **Adjustment of Unassessed And Abated Taxes:**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained and this shall be the final apportionment between the parties.

18. **Broker's Fee:**

A Broker's Fee for professional services as per MLS is due from the SELLER to Real Living Realty Group and Realty Executives, the Broker(s) herein, only if, as and when the SELLER receive the full purchase price pursuant to this Agreement and the BUYER accepts and records the SELLER's deed and not otherwise.

19. **Broker(s) Warranty:**

The Broker(s) named herein warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

20. **Deposit:**

All deposits made hereunder shall be held in escrow by **Real Living Realty Group** as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall escrow all deposits made under this agreement pending final disposition of the matter satisfactory to both BUYER and SELLER or pursuant to a final order by a court of competent jurisdiction.

21. **Buyer's Default; Damages:**

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy both at law and in equity. BUYER and SELLER acknowledge and agree that SELLER has no adequate remedy, other than the said deposit in the event of BUYER'S default under this Agreement because it is impossible to compute exactly all the damages which would accrue to SELLER in such event. Therefore, the BUYER and SELLER have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER'S default hereunder; and (ii) said deposit represents damages and not a penalty against BUYER.

22. **Release by Husband or Wife:**

The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. **Broker as a Party:**

The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

24. **Liability of Trustee, Shareholder, Beneficiary, ETC.:**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. **Warranties and Representations:**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he/she relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representation, if any, made by either the SELLER or the Broker(s): **NONE**

BUYER acknowledges that BUYER has been given the opportunity to conduct any and all inspections of the Premises and any and all component parts thereof, desired by the BUYER, including, without limitation, mechanical, structural, utility systems, dimensions and area of the Premises pest and termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials, or substances and any and all appliances and personal property being conveyed with the Premises as provided in this Agreement, and that BUYER is fully satisfied with the results of same, the condition of the Premises and accepts the Premises "AS IS" and is not relying upon any representations of the SELLER or SELLER's agents as to the character, quality, use, value, quantity or condition of the Premises except as expressly set forth herein. SELLER does not warrant or represent that the Premises comply with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, buildings, environmental, health or fire or any involving the maintenance, operation or condition of the Premises. BUYER has assumed the responsibility to check with appropriate planning authorities (including, but not limited to, zoning boards, rent control boards and housing authorities), and holds SELLER harmless as to the suitability of the Premises for BUYER's occupancy. BUYER hereby agrees that SELLER shall have no responsibility or liability for complying with any codes, ordinances, statutes, laws, regulations or the like which relate to lead paint, asbestos, radon, mold or any requirements that SELLER remove any or all of the same, BUYER hereby assuming any and all such responsibility and liability. The SELLER has made no statements and no warranties or representations, expressed or implied, regarding the Premises on which the BUYER has relied in connection with the BUYER's decision to purchase the Premises; and it is the understanding of the Parties that the entire Agreement of the Parties with respect to the transaction which is the subject of this Agreement is fully and completely set forth in this Agreement. The BUYER's agreements in this Paragraph shall survive delivery of the deed.

26. **Mortgage Contingency Clause:**

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of up to \$319,130.00 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before **DECEMBER 13, 2018** the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties thereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before **two days from receipt of a fully-executed P&S.**

BUYER acknowledges that BUYER's obligations hereunder are not conditioned or contingent upon the sale or refinancing by the BUYER of any other real property and any such condition contained in BUYER's mortgage loan commitment shall not be cause for the BUYER to terminate this contract pursuant to this financing contingency.

27. **Construction of Agreement:**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. **Lead Paint Law:**

The parties acknowledge that, under Massachusetts law, whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age.

It is understood that portions of the premises may contain lead-based paint, plaster or other accessible lead-based material and that no representations have been made by the SELLER or SELLER'S agents concerning the presence or absence of such lead-based material's. The BUYER and SELLER hereby acknowledge that the documents and notifications required pursuant to M.G. L. Chapter 111, §190 – §199A, regarding Lead Paint have been delivered to and received by BUYER or, in the alternative, the home was built after 1978 and not subject to said statute.

29. **Smoke Detectors and Carbon Monoxide Detectors:**

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

30. **Notice:**

Any and all notices required pursuant to this agreement shall be forwarded, postage prepaid, certified mail, return receipt requested, in hand delivery, email or by facsimile to:

For Seller:

Justin P. Puhlick, Esq.
Law Office of Justin P. Puhlick
420 Main Street
Walpole, MA 02081
508-668-6900
508-668-6966 (fax)
jpuhlick@puhlicklaw.com

For Buyer:

Jessie W. Shearer, Esq.
The Law Office of Timothy A. Sherman
150 Wood Road, Suite 100
Braintree, MA 02184
Ph: 781-848-8008
Fax: 781-926-1000
jessie@timshermanlaw.com

31. **Authorization to Sign Extensions, Modifications and Amendments:**

The SELLER and the BUYER agree that their respective counsel, if applicable, is authorized at any time, and from time to time, to execute extensions of any time period or deadline and may execute any

modification or amendment to the terms and conditions of this agreement in furtherance of their respective client's best interests, said extensions may be done via fax, or e-mail assented to by the other counsel.

32. **Prior Agreements:**

All offers and agreements made prior to this Agreement, including, without limitation, the "Offer to Purchase Real Estate" ("Offer") SELLER's disclosure statement, if any, and MLS listing sheet, are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement.

33. **Access:**

From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, including but not limited to prospective mortgage lenders and insurance agents, reasonable access (limited to three (3) visits, exclusive of the final walkthrough), at reasonable times, to the said Premises for the purpose of making measurements, inspections, and the like. Said right of access shall be exercised only in the presence of SELLER, , and only after reasonable prior notice (considered twenty-four (24) hour notice) to the SELLER and with SELLER's prior consent. Such consent may be conditioned so as to minimize, to the greatest extent possible, interference with SELLER's use, occupancy and enjoyment of the Premises. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. In consideration of the foregoing, BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs (including reasonable attorneys fees), damages and claims for damage to property or persons caused by BUYER or BUYER's agent(s) while on the Premises or as a result of BUYER or BUYER's agent(s) being on the Premises. BUYER's indemnification herein shall be in addition to, and not in any way limited by the deposit amounts held pursuant to this Agreement. This indemnity shall survive the Closing and delivery of the Deed hereunder, or termination of this Agreement.

34. **Title Standards:**

Any title matter which is the subject of a Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts ("REBA") at the time of the delivery of the deed shall be governed by said Standard to the extent applicable, not in contravention of this Agreement, and not in contravention of applicable case law.

35. **No Other Brokers:**

BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. This paragraph shall survive delivery of the deed.

36. **Extensions:**

In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

37. **Additional Provisions:**

The Rider A and Integrated Disclosure Addendum attached hereto are incorporated herein by reference. SELLER shall credit up to \$8,400.00 towards BUYER's allowable closing costs, prepaids, escrows and insurance items.

Both BUYER and SELLER acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.

Janet Alberti
dotloop verified
11/27/18 6:38 PM EST
4DWL-GCWE-53V8-YFWW

**SELLER: Janet A. Alberti, Trustee
of the Alberti Family Irrevocable Trust**

Kelly White
dotloop verified
11/27/18 10:19 AM EST
PE7F-MXAD-ISCQ-ZMBR

BUYER: Kelly White

Brian Murphy
dotloop verified
11/27/18 9:55 AM EST
F3FI-AREZ-KTQF-J5D3

BUYER: Brian Murphy

Town of Franklin – Board of Assessors
355 East Central Street
Franklin, MA 02038
Tel # 508-520-4920
Fax # 508-520-4923

Abutters List Request Form

Please Note: A \$25.00 fee per list is required to process your request. Payment is due at the time of submission of this form. Please allow 10 days from the date of both payment and submission of the form for the Assessors office to complete processing your request. (Revised 1-1-22)

Date of Request 9 / 1 / 2023

Assessors Parcel ID # (12 digits) 222 - 014 - 000 - 000

Property Street Address 28 PINE STREET, FRANKLIN, MA 02038

Distance Required From Parcel # listed above (Circle One): 500 300 **100**
(Note: if a distance is not circled, we cannot process your request)

Property Owner BRIAN WILLIAM MURPHY

Property Owner's Mailing Address 28 PINE STREET

Town/City FRANKLIN State MA Zip Code 02038

Property Owner's Telephone # (508) - 479 - 8780

Requestor's Name (if different from Owner) N/A

Requestor's Address 28 PINE STREET, FRANKLIN, MA 02038

Requestor's Telephone # (508) - 479 - 8780

Office Use Only: Date Fee Paid / / Paid in Cash \$

Paid by Check \$ Check # Town Receipt #

Please Circle One:

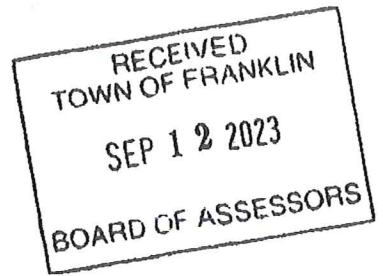
Administration

Conservation

Planning

Zoning Board of Appeals

Town of Franklin – Board of Assessors
355 East Central Street
Franklin, MA 02038
Tel # 508-520-4920
Fax # 508-520-4923



Abutters List Request Form

Please Note: A \$25.00 fee per list is required to process your request. Payment is due at the time of submission of this form. Please allow 10 days from the date of both payment and submission of the form for the Assessors office to complete processing your request. (Revised 1-1-22)

Date of Request 9/12/2023

Assessors Parcel ID # (12 digits) 222-014-000-000

Property Street Address 28 Pine Street, Franklin, MA 02038

Distance Required From Parcel # listed above (Circle One): 500 300 100
(Note: if a distance is not circled, we cannot process your request)

Property Owner Brian William Murphy

Property Owner's Mailing Address 28 Pine Street

Town/City Franklin State MA Zip Code 02038

Property Owner's Telephone # 508-479-8780

Requestor's Name (if different from Owner) N/A

Requestor's Address 28 Pine Street, Franklin, MA 02038

Requestor's Telephone # 508-479-8780

Office Use Only: Date Fee Paid 1/1 Paid in Cash \$

Paid by Check \$ Check # Town Receipt #

Please Circle One:

Administration

Conservation

Planning

Zoning Board of Appeals

bmurph13@msn.com



300 foot Abutters List Report

Franklin, MA
September 14, 2023

Subject Property:

Parcel Number: 222-014-000
CAMA Number: 222-014-000-000
Property Address: 28 PINE ST

Mailing Address: MURPHY VRIAN WILLIAM WHITE KELLY
MARIE
28 PINE ST
FRANKLIN, MA 02038

Abutters:

Parcel Number: 212-003-000
CAMA Number: 212-003-000-000
Property Address: 6 PINE ST

Mailing Address: CHUE EMERSON M DA SILVA VERA L
6 PINE ST
FRANKLIN, MA 02038

Parcel Number: 212-005-000
CAMA Number: 212-005-000-000
Property Address: 3 MARY ANNE DR

Mailing Address: MISSAGIA CARLOS C MISSAGIA WENDI
D
3 MARY ANNE DR
FRANKLIN, MA 02038

Parcel Number: 212-006-000
CAMA Number: 212-006-000-000
Property Address: 7 PINE ST

Mailing Address: KINHART BRYAN K KINHART MAXINE D
7 PINE ST
FRANKLIN, MA 02038

Parcel Number: 212-007-000
CAMA Number: 212-007-000-000
Property Address: 5 PINE ST

Mailing Address: SISSON NICHOLAS B MASON KENDRA
S
5 PINE ST
FRANKLIN, MA 02038

Parcel Number: 222-009-000
CAMA Number: 222-009-000-000
Property Address: 43 PINE ST

Mailing Address: DASILVA JOEL DASILVA DANIELA
43 PINE ST
FRANKLIN, MA 02038

Parcel Number: 222-010-000
CAMA Number: 222-010-000-000
Property Address: 41 PINE ST

Mailing Address: MEALEY JAMES H JR MEALEY
CINDYANN
41 PINE ST
FRANKLIN, MA 02038

Parcel Number: 222-011-000
CAMA Number: 222-011-000-000
Property Address: 9 PINE ST

Mailing Address: CINELLI TODD CINELLI KATHLEEN
9 PINE ST
FRANKLIN, MA 02038

Parcel Number: 222-012-000
CAMA Number: 222-012-000-000
Property Address: 12 PINE ST

Mailing Address: GROTH RICHARD A GROTH MARY
BRIDGID
12 PINE ST
FRANKLIN, MA 02038

Parcel Number: 222-013-000
CAMA Number: 222-013-000-000
Property Address: 26 PINE ST

Mailing Address: LANE DAVID WILLIAM LANE TRACY
REPETA
26 PINE ST
FRANKLIN, MA 02038

Parcel Number: 222-014-000
CAMA Number: 222-014-000-000
Property Address: 28 PINE ST

Mailing Address: MURPHY VRIAN WILLIAM WHITE KELLY
MARIE
28 PINE ST
FRANKLIN, MA 02038



www.cai-tech.com

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

9/14/2023

Page 1 of 2



300 foot Abutters List Report

Franklin, MA
September 14, 2023

Parcel Number: 222-015-000
CAMA Number: 222-015-000-000
Property Address: 32 PINE ST

Mailing Address: GATELY ERIN GATELY JARED
32 PINE ST
FRANKLIN, MA 02038

Parcel Number: 222-015-001
CAMA Number: 222-015-001-000
Property Address: 36 PINE ST

Mailing Address: CARLUCCI GINO D JR CARLUCCI
PANDORA GREWE
1 TONI LN
FRANKLIN, MA 02038

Parcel Number: 222-016-000
CAMA Number: 222-016-000-000
Property Address: 38 PINE ST

Mailing Address: REARDON RICHARD D REARDON
SHIRLEY N
38 PINE ST
FRANKLIN, MA 02038

Parcel Number: 222-017-000
CAMA Number: 222-017-000-000
Property Address: 40 PINE ST

Mailing Address: LIPIZZI ANTHONY J III
40 PINE ST
FRANKLIN, MA 02038

Parcel Number: 222-019-000
CAMA Number: 222-019-000-000
Property Address: 3 TONI LN

Mailing Address: HANCHETT TRACY RYDER HANCHETT
DAVID
3 TONI LN
FRANKLIN, MA 02038

Parcel Number: 222-020-000
CAMA Number: 222-020-000-000
Property Address: 1 TONI LN

Mailing Address: CARLUCCI GINO D JR CARLUCCI
PANDORA GREWE
1 TONI LN
FRANKLIN, MA 02038

Parcel Number: 222-022-000
CAMA Number: 222-022-000-000
Property Address: BEECH ST

Mailing Address: VFW POST 3402
P O BOX 96
FRANKLIN, MA 02038

Parcel Number: 222-043-000
CAMA Number: 222-043-000-000
Property Address: POND ST

Mailing Address: VFW POST 3402
P O BOX 96
FRANKLIN, MA 02038

Parcel Number: 222-044-000
CAMA Number: 222-044-000-000
Property Address: 1034 POND ST

Mailing Address: V F W POST 3402
P O BOX 96
FRANKLIN, MA 02038

Parcel Number: 223-094-000
CAMA Number: 223-094-000-000
Property Address: 1 MARY ANNE DR

Mailing Address: ALBERTS JOHN J JR ALBERTS KAREN
1 MARY ANNE DR
FRANKLIN, MA 02038

Kevin M. Doyle, 9-14-23



www.cai-tech.com

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

9/14/2023

Page 2 of 2



28 PINE ST - 300' ABUTTERS

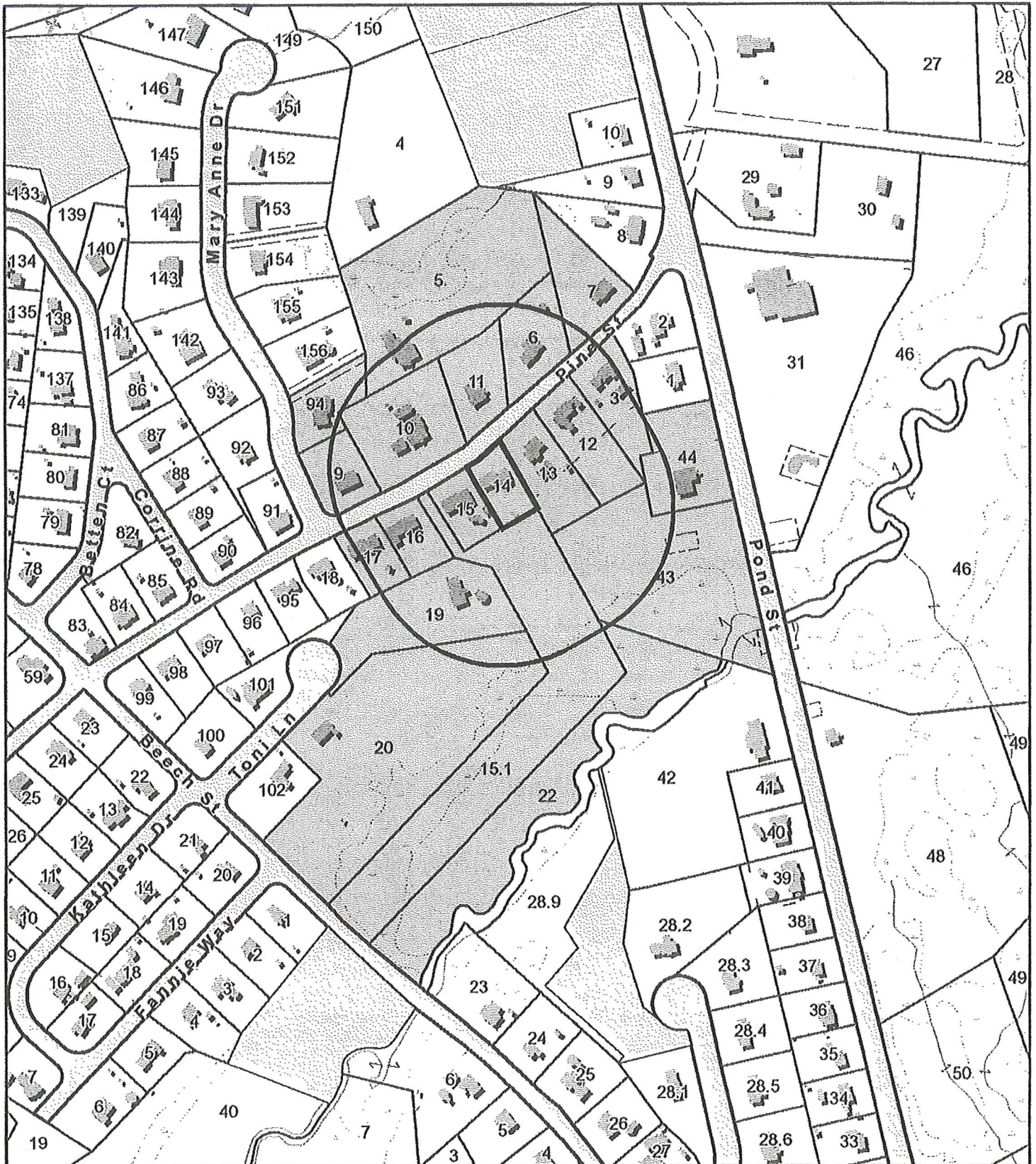
Franklin, MA



September 14, 2023

1 inch = 300 Feet

www.cai-tech.com



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ALBERTS JOHN J JR
ALBERTS KAREN
1 MARY ANNE DR
FRANKLIN, MA 02038

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40 PINE ST
FRANKLIN, MA 02038

CARLUCCI GINO D JR
CARLUCCI PANDORA GREWE
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FRANKLIN, MA 02038

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MEALEY CINDYANN
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CINELLI KATHLEEN
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FRANKLIN, MA 02038

MURPHY VRIAN WILLIAM
WHITE KELLY MARIE
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FRANKLIN, MA 02038

DASILVA JOEL
DASILVA DANIELA
43 PINE ST
FRANKLIN, MA 02038

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REARDON SHIRLEY N
38 PINE ST
FRANKLIN, MA 02038

GATELY ERIN
GATELY JARED
32 PINE ST
FRANKLIN, MA 02038

SISSON NICHOLAS B
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FRANKLIN, MA 02038

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FRANKLIN, MA 02038