

19/11

Plans

RECEIVED

2019 JUL -3 A 11: 04

Petition
TOWN OF LYNNFIELD
ZONING BOARD OF APPEALS

Name of Petitioner 22 Coolidge Road Investments LLC

Address 123 Pleasant St., Marblehead, MA 01945

Address of Property which is the subject of the
Petition 36 Alexandra Road

RECORDING OFFICE
LYNNFIELD, MA

1. Indicate and describe relief being sought by this petition:
(check appropriate box)

- A. Appeal Decision made by _____ Date _____
Bldg. Inspector, Planning Board, etc.
- B. Apply for a Variance

- C. Apply for a Special Permit

- D. Other (specify)
Modification of variance dated November 14, 1977 recorded
with Essex County Southern District Registry of Deeds in
Book 6441, Page 67 attached herewith as Exhibit A

2. Specify Zoning Bylaw Sections(s) from which you desire relief:

Relief cannot be granted at this hearing for any condition or bylaw not stated above

3. With respect to Land under consideration:

A. Its Area 255,844 square feet, street frontage 371.73 feet

B. District Zone (see Bylaws) RB

C. Deed Record: Registry of Deeds Essex
Book 35414 Page 580 & (see tax bill)
Or Land Court _____
Book _____ Certificate _____
Map 51 Parcel 196

4. Ownership

A. Name, Address of Owner(s)
22 Coolidge Road Investments LLC, 123 Pleasant St.,
Marblehead, MA 01945

B. If applicant is not owner, check the interest in the premises, and attach evidence of such interest.

Prospective Buyer: _____

Lessee: _____

Other (explain) _____

5. The undersigned petitioner affirms the foregoing statements are true statements of fact:

Signed *Paul J. May* Street and Number 123 Pleasant Street
Town/City Marblehead State MA Phone No. 781-844-9347
Assessors Clerk _____ Date _____

6. A check payable to the Town of Lynnfield shall be delivered to the Board of Appeals, Town Hall, Lynnfield, MA 01940 for the proper amount indicated in the above fee schedule.

7. The Application and fee shall be submitted to the Town Clerk at least four (4) weeks prior to date of the hearing.

8. Public Hearings are normally scheduled for the 1st Tuesday of each month

Petitioner not to write below

.....

Petition reviewed by Building Inspector for completeness _____
Received and Stamped by Town Clerk _____
Entered with the Board of Appeal _____
Fees actually paid \$ _____
Advertised in _____
Parties of interest mailed notices _____
Hearing Date _____



RELEASE DEED

We, Dawn M. Balzotti, individually and as, Trustee of Alexandra Road Nominee Trust u/d/t dated October 27, 1995 and recorded with the Essex South Registry of Deeds at Book 13254, Page 38 and Caesar J. Balzotti, Individually of 36 Alexandra Road, Lynnfield, Essex County, Massachusetts, for consideration paid, and in full consideration of One and no/100 (\$1.00) Dollar and in consideration of occupancy of the premises located at 36 Alexandra Road, Lynnfield, Massachusetts pursuant to a lease agreement between us and 22 Coolidge Road Investments LLC grant to 22 Coolidge Road Investments LLC, a Massachusetts Limited Liability Company of 123 Pleasant Street, Marblehead, Essex County, Massachusetts for all of the our right, title and interest, if any in the property, with QUITCLAIM COVENANTS

The land with the building thereon in Lynnfield, Essex County, Massachusetts, being shown as Lot 7B on a plan entitled "Plan of Land in Lynnfield, Mass., dated September 19, 1980, by Hayes Engineering, Inc., which Plan is recorded in Essex South District Registry of Deeds in Plan Book 161, Plan 3. Said Lot 7B is bounded and described as follows:

- NORTHERLY and WESTERLY by the sideline of Alexandra Road and its turnaround as shown on said plan in five courses measuring twenty-six and 98/100 (26.98) feet, thirty and 32/100 (30.32) feet, one hundred sixteen and 16/100 (116.16) feet, thirty-seven and 09/100 (37.09) feet, and one hundred sixty-one and 18/100 (161.18) feet respectively;
- NORTHERLY by Lot 6 as shown on the "Definitive Plan Alexandra Road (Ext.), Lynnfield, Mass.", which plan is recorded in said Deeds in Plan Book 144, Plan 37, three hundred forty-nine and 57/100 (349.57) feet;
- EASTERLY by land now or formerly of the City of Lynn in various courses totaling four hundred fifteen and 36/100 (415.36) feet;
- SOUTHERLY by the Northern Circumferential Highway (Route 128) in various courses totaling nine hundred fifty-three and 19/100 (953.19) feet;
- SOUTHWESTERLY again by said Highway, seven and 73/100 (7.73) feet;

Address of Locus: 36 Alexandra Road, Lynnfield, Massachusetts

Cicatelli & Cicatelli
266 Main Street
Stoneham, MA 02180

141

WESTERLY by land now or formerly of Vallis, one hundred eighty-nine and 58/100 (189.58) feet; and

NORTHERLY by Lot 8B shown on the first mentioned plan one hundred forty and 85/100 (140.85) feet;

EASTERLY again by Lot 8B twenty-one and 00/100 (21.00) feet;

NORTHERLY and
NORTHWESTERLY again by Lot 8B on three courses measuring one hundred and 00/100 (100.00) feet, one hundred twenty-nine and 12/100 (129.12) feet and seventy-one and 04/100 (71.04) feet respectively.

Said lot contains 255,833 square feet of land, according to said plan.

Said premises are conveyed subject to and with the benefit of the following:

1. Real estate and Water District taxes which the grantee hereby assumes and agrees to pay.
2. With the right to use Alexandra Road, but not the short stub road serving Lots 2, 3 and 4, in common with all others entitled thereto for all purposes for which a public way may be used in the Town of Lynnfield.
3. Common scheme restrictions recorded in Book 6450, Page 170.
4. Utility easements recorded with said Deeds in Book 4990, Page 144, and Book 6411, Page 464, drainage, electric, street light and other utility easements, as shown on said plan and as presently located on said lot including without limiting the generality of the forgoing a thirty (30) foot drain easement.
5. Agreement for the right of way to Northeastern Gas Transmission Company in Book 3823, Page 471, and to a thirty (30) foot wide Tennessee Gas Easement, the location of which is shown on the first plan referred to above.
6. A perpetual easement in gross for the benefit of the Trustees of Harwill Realty Trust, their successors, assigns and grantees, for the purpose of relocating, installing, maintaining, replacing and renewing fire hydrants and all necessary equipment with appurtenances thereto. The location of said easements will be established upon completion of the installation of said hydrants, equipment and appurtenances. All materials so installed shall remain the property of the Trustees or their assigns.
7. Order of conditions from the Lynnfield Conservation Commission recorded in Book 6847, Page 257, Extensions Book 6956, Page 386; Book 7137, Page 269;

Said premises are conveyed subject to the following restrictions over that portion of Lot 7B described below: The owners of Lot 7B from time to time, and their successors and assigns by acceptance of the deed for Lot 7B agree that they will not cut or permit the cutting of any living trees nor brush from the following described areas of Lot 7B except for the following purposes or with the prior written approval of one of the then owners of Lot 9A from time to time.

Exceptions: (1) Installations of utilities, drainage or the taking of any easements by the original builder or any municipal, state or federal authorities or any public utility company which necessitates the clearing and cutting of trees and brush; (2) cutting and clearing by the original builder during the construction of a single-family residence and appurtenant structures including driveway, drainage, utilities and other easements.

The portion of Lot 7B subject to the above restriction is described as follows: Beginning at a point on the southerly boundary of Lot 7B, 303.19 feet easterly of the Massachusetts Highway Bound at the southwesterly corner of said lot; thence running in an

EASTERLY: direction along said southerly boundary of Lot 7B abutting Route 128 a distance of 650 feet to the land of the City of Lynn; thence turning and running

NORTHERLY: in several courses along the common boundary of Lot 7B and land of the City of Lynn one hundred seventy-five (175) feet to the point; thence turning and running S81° 06' 11" W approximately 450 feet to a point on the westerly side of the thirty-foot drain easement at the southerly end of Alexander Road; thence turning and running

SOUTHWESTERLY: about 247 feet to the point of beginning.

Said premises are conveyed subject to the perpetual easement for the benefit of Lot 9A and Lot 10 permitting the owners of Lot 9A and Lot 10, their successors, assigns, and grantees to drain the water from Lots 9A and 10 onto and over Lot 7B provided said flow of water shall be diverted at all times from the house located on Lot 7B.

Said premises are conveyed with the benefit of a perpetual easement over the following described portion of Lot 8B for the benefit of Lot 7B for the purposes of the installation, maintenance and repair of utilities to service Lot 7B and a common driveway for the benefit of lot 7B and 8B and the right to pass and repass over Lot 8B to and from Alexandra Road. That portion of Lot 8B affected by said easement is bounded and described as follows:

NORTHEASTERLY: by the curving sideline of Alexandra Road turnaround fifty-one and 57/100 (51.57) feet;

SOUTHEASTERLY: by Lot 7B seventy-one and 04/100 (71.04) feet;
SOUTHERLY: along the common boundary line of Lots 8B and 7B,
eighty-three (83.00) feet, more or less; and
NORTHWESTERLY: along a line running N 42° 46' 33" E, one hundred forty-
five (145.00) feet, more or less (to the sideline of
Alexandra Road).

Said premises are conveyed subject to a perpetual easement over the following described portion of Lot 7B for the benefit of Lot 8B for the purpose of installation, maintenance and repair of all utilities to service Lot 8B and a common driveway for the benefit of Lots 7B and 8B and the right to pass and repass over Lot 7B to and from Alexandra Road. That portion of Lot 7B affected by said easement is bounded and described as follows:

Beginning at a point on the common boundary line of Lots 7B and 8B seventy-one and 04/100 (71.04) feet Southwesterly from the sideline of the Alexandra Road turnaround; thence the line runs

- S 42° 46' 33" W, one hundred fifty-two (152.00) feet more or less, thence turning and running
- W 16° 00' 23" W, ninety-one (91.00) feet, more or less, to a point on said common boundary line; thence turning and running
- W 78° 09' 09"E, one hundred twenty-nine and 12/100 (129.12) feet to the point of beginning.

The grantees by the acceptance of this deed covenant and agree for themselves, their successors, assigns and grantees that the owners of said Lot 7B shall be responsible for fifty percent of the cost of maintenance and repair to, and snow removal from, that portion of the driveway over lots 7B and 8B from time to time. Any dispute concerning maintenance, repairs, or snow removal, including without limiting the generality of the foregoing, the selection of a person or entity to do the same, or the cost thereof, or method used, shall be settled in accordance with the laws of American Arbitration Association as amended from time to time.

Said premises are conveyed with the benefit of a perpetual easement over the following described portion of Lot 8B for the purposes of permitting the owners of Lot 7B from time to time, and their successors, assigns and grantees to use said portion of Lot 8B for all lawful purposes for which a homeowner may use his yard, including the right and obligation to maintain that portion of Lot 8B affected hereby but expressly excluding the right to place or erect any structures of any kind thereon.

That portion of Lot 8B affected by said easement is described as follows:

Beginning at the intersection of the common boundary line of Lots 7B and 8B by land now or formerly of Vallis: thence the line runs

- W 03° 52' 40" E, twenty-nine (29.00) feet: thence turning and running

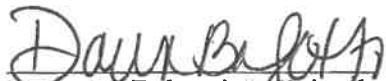
W 88° 14' 42" E, Ninety and 85/100 (90.85) feet: thence

S 03° 52' 40" W, twenty-nine (29.00) feet to a point on said common boundary line;
thence turning and running

S 88° 14' 42" W along said common boundary line a distance of ninety and 85/100
(90.85) feet to the point of beginning.

33621-177

Witness my hand and seal this 2nd day of November, 2016.


Dawn M. Balzotti, Individually
and as Trustee of Alexandra
Road Nominee Trust


Caesar J. Balzotti

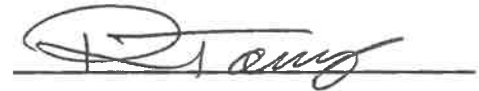
COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

NOVEMBER 2, 2016

On this 2 day of November, 2016, before me, the undersigned notary public, personally appeared Dawn M. Balzotti, Individually and as Trustee of Alexandra Road Nominee Trust and Caesar J. Balzotti, proved to me through satisfactory evidence of identification, which were driver's licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.





Notary Public

My Commission Exp: 02/22/2019

6
007



SO. ESSEX #264 Bk:35414 Pg:580
11/03/2016 01:38 DEED Pg 1/6

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 11/03/2016 01:38 PM
ID: 1153233 Doc# 20161103002640
Fee: \$3,420.00
Cons: \$750,000.00

QUITCLAIM DEED

Property Address: 36 Alexandra Road, Lynnfield, MA 01940

36 Alexandra Road, LLC, a Massachusetts limited liability company with a principal place of business of 140 Tremont Street, Everett, Middlesex County, Massachusetts,

For consideration paid and in full consideration of SEVEN HUNDRED AND FIFTY THOUSAND AND 00/100 (\$750,000.00) DOLLARS,

Grants to

22 Coolidge Road Investments LLC, a Massachusetts limited liability company with an address at 123 Pleasant Street, Marblehead, MA

with QUITCLAIM COVENANTS,

*FOR DESCRIPTION,
SEE EXHIBIT 'A' ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE.*

The grantor is not classified for the current taxable year as a corporation for federal income tax purposes.

For title see deed recorded with said Deeds in 33627 Page 177.

141

WITNESS my hand and seal this 31st day of October, 2016.

36 Alexandra Road, LLC

By:

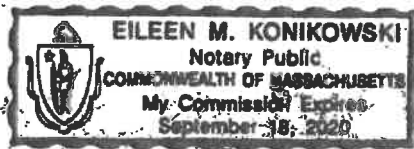

Gregory T. Antonelli, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 31 2016

On this 31st day of October, 2016, before me, the undersigned notary public, personally appeared Gregory T. Antonelli, as Manager of 36 Alexandra Road, LLC, proved to me through satisfactory evidence of identification which was a Massachusetts driver's license, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose..



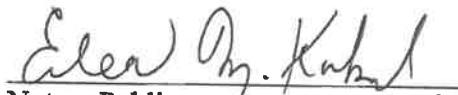

Notary Public
My Commission Expires: 9/18/2020

Exhibit "A"

The land with the building thereon in Lynnfield, Essex County, Massachusetts, being shown as Lot 7B on a plan entitled "Plan of Land in Lynnfield, Mass., dated September 19, 1980, by Hayes Engineering, Inc., which Plan is recorded in Essex South District Registry of Deeds in Plan Book 161, Plan 3. Said Lot 7B is bounded and described as follows:

- NORTHERLY and
WESTERLY by the sideline of Alexandra Road and its turnaround as shown on said plan in five courses measuring twenty-six and 98/100 (26.98) feet, thirty and 32/100 (30.32) feet, one hundred sixteen and 16/100 (116.16) feet, thirty-seven and 09/100 (37.09) feet, and one hundred sixty-one and 18/100 (161.18) feet respectively;
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- EASTERLY by land now or formerly of the City of Lynn in various courses totaling four hundred fifteen and 36/100 (415.36) feet;
- SOUTHERLY by the Northern Circumferential Highway (Route 128) in various courses totaling nine hundred fifty-three and 19/100 (953.19) feet;
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5. Agreement for the right of way to Northeastern Gas Transmission Company in Book 3823, Page 471, and to a thirty (30) foot wide Tennessee Gas Easement, the location of which is shown on the first plan referred to above.
6. A perpetual easement in gross for the benefit of the Trustees of Harwill Realty Trust, their successors, assigns and grantees, for the purpose of relocating, installing, maintaining, replacing and renewing fire hydrants and all necessary equipment with appurtenances thereto. The location of said easements will be established upon completion of the installation of said hydrants, equipment and appurtenances. All materials so installed shall remain the property of the Trustees or their assigns.
7. Order of conditions from the Lynnfield Conservation Commission recorded in Book 6847, Page 257, Extensions Book 6956, Page 386; Book 7137, Page 269; Book 7395, Page 595.

Said premises are conveyed subject to the following restrictions over that portion of Lot 7B described below: The owners of Lot 7B from time to time, and their successors and assigns by acceptance of the deed for Lot 7B agree that they will not cut or permit the cutting of any living trees nor brush from the following described areas of Lot 7B except for the following purposes or with the prior written approval of one of the then owners of Lot 9A from time to time.

Exceptions: (1) Installations of utilities, drainage or the taking of any easements by the original builder or any municipal, state or federal authorities or any public utility company which necessitates the clearing and cutting of trees and brush; (2) cutting and clearing by the original builder during the construction of a single-family residence and appurtenant structures including driveway, drainage, utilities and other easements.

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NORTHERLY: in several courses along the common boundary of Lot 7B and land of the City of Lynn one hundred seventy-five (175) feet to the point; thence turning and running S81° 06' 11" W approximately 450 feet to a point on the westerly side of the thirty-foot drain easement at the southerly end of Alexander Road; thence turning and running

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SOUTHERLY: along the common boundary line of Lots 8B and 7B, eighty-three (83.00) feet, more or less; and

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W 78° 09' 09"E, one hundred twenty-nine and 12/100 (129.12) feet to the point of beginning.

The grantees by the acceptance of this deed covenant and agree for themselves, their successors, assigns and grantees that the owners of said Lot 7B shall be responsible for fifty percent of the cost of maintenance and repair to, and snow removal from, that portion of the driveway over lots 7B and 8B from time to time. Any dispute concerning maintenance, repairs, or snow removal, including without limiting the generality of the foregoing, the selection of a person or entity to do the same, or the cost thereof, or method used, shall be settled in accordance with the laws of American Arbitration Association as amended from time to time.

Said premises are conveyed with the benefit of a perpetual easement over the following described portion of Lot 8B for the purposes of permitting the owners of Lot 7B from time to time, and their successors, assigns and grantees to use said portion of Lot 8B for all lawful purposes for which a homeowner may use his yard, including the right and obligation to maintain that portion of Lot 8B affected hereby but expressly excluding the right to place or erect any structures of any kind thereon.

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W 03° 52' 40" E, twenty-nine (29.00) feet: thence turning and running

W 88° 14' 42" E, Ninety and 85/100 (90.85) feet: thence

S 03° 52' 40" W, twenty-nine (29.00) feet to a point on said common boundary line; thence turning and running

S 88° 14' 42" W along said common boundary line a distance of ninety and 85/100 (90.85) feet to the point of beginning.

EXHIBIT A

RECEIVED

1977 NOV -9 AM 9: 22

BOARD OF APPEALS

Petition of Harwill Realty Trust

TOWN CLERK
LYNNFIELD MASS

Case #77-13

A public hearing was held on Tuesday, October 4, 1977, in the Town Hall Hearing Room on the petition of Harwill Realty Trust; 55 Salem Street, Lynnfield, for variance to change lot dimensions on subdivision plan as requested by the Planning Board leaving lot 8A Alexandra Road with insufficient frontage, Assessors Map 51, Parcel 124. Notice of the hearing was published on September 20 and 27, 1977 in the Wakefield Daily Item. Copies of said notice were mailed, postage prepaid, to all neighboring property owners appearing on the most recent tax list of the Town who were deemed by the Board to be affected, and to the Town Clerk to be posted on the Town Hall bulletin board.

Mr. John H. Kimball, attorney for Harwill Realty Trust and Mr. Charles Wills, a trustee, presented a Plan of Land in Lynnfield, Ma. dated August 25, 1977, drawn by Hayes Engineering, Inc., Civil Engineers and Land Surveyors, 828 Lynn Fells Parkway, Melrose, Mass. This shows a re-division of Lots 7, 8 and 9 as shown on Definitive Plan Alexandra Rd. (Ext.), Lynnfield, Mass. as drawn by Hayes Engineering on June 1, 1977 and approved by the Planning Board on June 20, 1977.

The changes proposed in Lots 7 and 9 meet the requirements of the Planning Board and are not a subject of the present petition which concerns only Lot 8.

Lot 8A on the August 25 plan would have frontage of 50 feet, substantially short of that which is required. Lot 8 on the June 20 plan, however, achieved the required frontage only by an extensive gerrymandering and access to Lot 7, because of land configuration, would be over a right of way through a portion of Lot 8. In addition, the configuration of the gerrymandered portion results in an obvious lack of incentive for the owner of Lot 8 to render expected maintenance. The gerrymander, therefore, while technically complying to Planning Board requirements, is esthetically and practically not a good solution. The proposal offers adequate access to Lot 8A, no other lot in the subdivision has a similar problem and the lot sizes are substantially in excess of requirements. Lot 8A would have 50,343 square feet where as Lot 8 it had 59,059 square feet; Lot 7A would have 252,890 square feet where as Lot 7 it had 243,085 square feet.

Mr. Smith read a letter from the Planning Board dated October 4, 1977 which is incorporated in the record, stating that the change in lot lines is in keeping with the proposed use of the land.

The Board unanimously approved the changes requested subject to there being no further subdivision of Lot 7A and to Board approval of appropriate plans.

November 14, 1977

I certify this to be a true copy of Decision #77-13 as filed in the office of the Town Clerk Lynnfield, Massachusetts

BOARD OF APPEALS

Malcolm V. Smith, Chairman

Robert G. Fraser, Alternate

Oscar S. Bray, Alternate

Jessie J. Gutowski
Temporary Town Clerk Lynnfield

November 19, 1977

January 31, 1978

I further certify that no notice of appeal has been received within 21 days of the date of this decision.

Jessie J. Gutowski, Temporary Town Clerk, Town of Lynnfield

ESSEX SS. RECORDED Jan. 31, 1978 30 M. PAST 3 P.M. INST. # 164