

The Commonwealth of Massachusetts
Town of Williamsburg
Office of the Board of Appeals

Application for an appeal, a Special Permit, or a Variance

To the Town Clerk of Williamsburg, Massachusetts,

Pursuant to the provisions of Chapter 40A of the Massachusetts General Laws and the Protective Bylaw of the Town of Williamsburg, application is hereby made to the Board of Appeals for:

_____ An Appeal from a decision of an Official or Board of the Town or

☒ A Special Permit, as required by Section 9.02, paragraph _____ or

_____ A Variance, as required by Section _____, paragraph _____, of

the Zoning Bylaw of the Town, to do the following:

Convert an existing driveway on 36 South Street to
a common driveway servicing both 36 South Street and
a newly-created lot (see map), thereby mitigating wetlands
disruption.
(use another page if more room is needed)

On premises located at 36 South St.

Assessor's Map and Parcel number _____

Owned by Andrew Morehouse and Luz Adriana Castillo Morehouse

Deed recorded Book – page _____

Applicant Signature [Signature] Phone No. (413) 203-4801 (w)
(413) 559-7116 (c)

A complete Application includes Plans, List of Abutters and Map, Fees, narrative and other supportive materials

*** Administrative Use Only ***

Completed application received by Town Clerk on February 10, 2022 at 5:15 pm
Date time

Town Clerk Stamp:

Town Clerk Brenda Senese Appeals Board _____
Signature Signature

Filing Fee Computation: 14 x 1.50 = Certificate of Mailing Expense of \$ 21.00

Expense of regular mail and publication in periodical \$ 150.00

Application No. _____ Administrative Expense \$ 100.00

Date of Hearing _____ Total Filing Fee Received \$ 271.00

****A COMPLETE application must include documentation and plans as outlined on page 3 of this packet *****

CK # 3523

Driveway Easement Agreement

WHEREAS, Andrew E. Morehouse and Luz Adriana Castillo Morehouse, hereafter, "Grantor" is the owner of the following contiguous tracts located in the Town of Williamsburg, County, Hampshire:

Lot 2

Lot 3

WHEREAS, there exists on said Lot 2 and 3 that certain driveway more particularly described and shown on the survey attached hereto as Exhibit A, of Harold L. Eaton and Associates, Inc., Plan of Land in Williamsburg, MA. Prepared for Andrew E. Morehouse, et al, signed 12/7/2021.

WHEREAS, Grantor desires to impress upon the said properties certain covenants, rights-of-way and restrictions regarding the use, access, and maintenance which shall inure to the benefit of and be binding upon the successors and assigns of Grantor.

THEREFORE, the undersigned Andrew E. Morehouse and Luz Adriana Castillo Morehouse, do hereby impress upon the above described properties the following covenants, rights-of-way and restrictions, which shall hereafter be covenants which run with the land and shall inure to the benefit of and be binding upon the grantees, successors and assign of each of said separate lots:

1. That portion of the driveway from the point where it accesses South Street to the point where it crosses the boundary between Lot 2 and Lot 3 as shown on Exhibit A shall be a perpetual easement in favor of the successors in title of Grantor for ingress and egress to and from the said properties. Accordingly, Lot 2 shall be burdened by said easement in favor of the Grantor's successors in title to Lot 3 and likewise Lot 3 shall be burdened by said easement in favor of the Grantor's successors in title to Lot 2.
2. The successors in title to each Lot shall not obstruct or restrict the use of any portion of the said driveway and no buildings or improvements may be erected upon said easement.
3. Lot 2 is granted a perpetual easement in favor of the successors in title of Grantor for access and egress from Lot 3 to Lot 2 from points to the west of driveway as described by Exhibit A attached hereto of a width not to exceed 12 feet and a distance from South Street not to exceed 150 feet and which traverses the shortest route between driveway and Lot 2 boundary.
4. The easement shall be maintained in a serviceable, neat, and acceptable manner and in a manner so that the overall appearance of said driveway shall be uniform. Each of Grantor's successors in title to Lots 2 and 3 shall be charged with the repair and maintenance thereof as follows: so long as there is no dwelling unit on Lot 2 which is in a condition to be occupied as defined by local building codes, then all costs to maintain, repair, replace shared driveway including but not limited to grading, snow removal and

surface treatment shall be paid entirely by Lot 3. Upon completion of a dwelling unit on Lot 2 which is in a condition to be occupied as defined by local building codes, then all costs for shared driveway from the point where it accesses South Street to the point where it crosses the boundary between Lot 3 and Lot 2 shall be paid equally. At no time will any costs related to the driveway contained entirely within Lot 3 be owed or paid by Lot 2.

The above notwithstanding, if utility installation or repair costs cause driveway expenses, the expense will be paid entirely by the Lot connected to that utility.

5. Subject to the conditions of Section 4, the successor in title to either tract may perform such repairs and maintenance on the shared driveway on Lot 2 as may be necessary without the consent of the other upon giving written notice of intent to perform such repairs and the estimated cost thereof. Notice may be delivered by U.S. Mail, certified, return receipt requested or other personal service not less than thirty (30) day prior to beginning such repairs or maintenance. The party that performs said repairs/maintenance shall be entitled to a lien upon the property of the dissenting party equal to one-half of the actual cost of said repairs/maintenance plus fifteen percent (15%); except in the case where there is no dwelling until on Lot 2 in a condition to be occupied as defined by local building code in which case Lot 3 will have no claim against Lot 2.
6. In the event it becomes necessary to enforce the terms of this easement through court proceedings, the prevailing party shall be entitled to reasonable attorney's fees.

Witness the due execution hereof on this the _____ day of _____, 2022.

By _____

Abutters List 34 & 36 South St

1/27/2022

<u>Name</u>	<u>Street Address</u>	<u>Mailing Address</u>	<u>Town</u>	<u>State</u>	<u>Zipcode</u>	<u>Map & Parcel</u>
MOREHOUSE, A & L	34 & 36 South St	34 South St	Williamsburg	MA	01096	G-6 & G-6.1
MCAVOY, MARLENE & SCOTT	32R South St	32F South St	Williamsburg	MA	01096	G-3
MCAVOY, S & WALKO, L	32 South St	32F South St	Williamsburg	MA	01096	G-4
SMITH, JENNIFER	42 South St	PO BOX 188	Williamsburg	MA	01096	G-7
MIENTKA, MICHAEL T	44 South St	44 South St	Williamsburg	MA	01096	G-8
PALUCH, JAMES DEAN & BETH ANN	48 South St	48 South St	Williamsburg	MA	01096	G-9
BLOOMQUIST E & SHEEHY L.	47 South St	47 South St	Williamsburg	MA	01096	G-34
STENSON, ANDREW & KATHERINE	45 South St	45 South St	Williamsburg	MA	01096	G-35
LABONTE LYNNE A	35 South St	PO BOX 444	Williamsburg	MA	01096	G-36.A
BISBEE, ROGER & MARY	37 & 37-A South St	37 South St	Williamsburg	MA	01096	G-36 & 36.1
ROBBINS, DMITRI & REBECCA	39 South St	39 South St	Williamsburg	MA	01096	G-37
TOWN OF WILLIAMSBURG	41 South St	PO BOX 447	Haydenville	MA	01039	G-37.3
WARREN, SANDRA	26R South St	26 South St	Williamsburg	MA	01096	J-151
LASHWAY LAWRENCE L	504 Easern Ave Ext	PO BOX 1024	Williamsburg	MA	01096	J-257.4

The preceding information is a list of abutters within 300 ft of 34 & 36 South St, Williamsburg, MA identified on the Assessor's Map as G-6.0 & G-6.1.

34 & 36 South St is owned by Andrew and Luz Morehouse with a mailing address of 34 South St, Williamsburg, MA 01096.

We certify, to the best of our abilities, that this is a list of abutters to the above described properties within our municipality.

Williamsburg Board of Assessors

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED

PLANNING BOARD
WILLIAMSBURG, MASSACHUSETTS

DATE:

"PLANNING BOARD ENDORSEMENT UNDER THE
SUBDIVISION CONTROL LAW SHOULD NOT BE
CONSTRUED AS EITHER AN ENDORSEMENT OR
AN APPROVAL OF ZONING REQUIREMENTS"

LOCUS PROPERTY IS LOCATED IN
THE RURAL RESIDENTIAL ZONING DISTRICT

REMAINING LAND OF
ANDREW E. MOREHOUSE &
LUZ ADRIANA CASTILLO MOREHOUSE
BOOK 8580, PAGE 284
(NOT A BUILDING LOT)

LOT 3
279,468± SQ. FT.
6.4157± ACRES

ANDREW E. MOREHOUSE &
LUZ ADRIANA CASTILLO MOREHOUSE
BOOK 8580, PAGE 284 (PORTION)
ASSESSORS MAP G,
PARCEL 6

ROBERT W. BARKER AND CYNTHIA C. BARKER
BOOK 10596, PAGE 76
SEE: PLAN BOOK 185, PAGE 169
AND PLAN BOOK 210, PAGE 87

MICHAEL T. MIENTKA
BOOK 9080, PAGE 260 - TRACT TWO
SEE: PLAN BOOK 210, PAGE 87

JENNIFER SMITH
BOOK 11590, PAGE 282
SEE: PLAN BOOK 54, PAGE 22

MICHAEL T. MIENTKA
BOOK 9080, PAGE 260 - TRACT ONE
SEE: PLAN BOOK 35, PAGE 37

LEGEND

- FOUND IRON PIN
- REBAR TO BE SET
- △ UNMARKED POINT
- ⊙ SEWER MANHOLE

I REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY
WITH THE 1976 RULES AND REGULATIONS OF THE REGISTERS
OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

RANDALL E. IZER #35032

BARBED WIRE IN
20" YELLOW BIRCH

BARBED WIRE IN
20" YELLOW BIRCH

BARBED WIRE IN
18" HEMLOCK

BARBED WIRE IN
12" BEECH

BARBED WIRE IN
14" STUMP

20" BLACK BIRCH AT
CORNER WIRE FENCE

(BARBED WIRE AND STONE WALL
REMAINS ALONG THIS LINE)

PARCEL A
16,383± SQ. FT.
0.3761± ACRES

JAMES LOCKE AND SANDRA WARREN
BOOK 3480, PAGE 110 - SECOND TRACT
SEE: CONSERVATION RESTRICTION IN
BOOK 14061, PAGE 11
SEE: PLAN BOOK 215, PAGE 93

MERIDIAN OF PLAN RECORDED IN PLAN BOOK 183, PAGE 116

PORTION OF
BOOK 5265, PAGE 150

ASSESSORS MAP G,
PARCEL 6

former lot line

50' wetland
buffer line

50' wetland
buffer line

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LOT 2
TOTAL LOT AREA
172,516± SQ. FT.
3.9604± ACRES
(INCLUDES EASEMENT AREA AND PARCEL A)
BOOK 8580, PAGE 284 (PORTION)
ASSESSORS MAP G,
PARCEL 6

N 22°13'57" E 137.55'

N 22°13'57" E 294.29'

(EASEMENT LINE)

ASSESSORS MAP G,
PARCEL 6

EASEMENT AREA FOR BENEFIT OF LOT 1R
SEE: PLAN BOOK 187, PAGE 88

94457± SQ. FT.

2.1684± ACRES

SEE ALSO ELECTRIC EASEMENT TO
MASSACHUSETTS ELECTRIC COMPANY
THAT RUNS ALONG THE LEFT SIDE OF
THE DRIVEWAY SERVICING DWELLING #36
RECORDED IN BOOK 5798, PAGE 136

existing culvert

existing gravel drive

existing gravel drive

existing gravel drive

existing gravel drive

existing gravel drive

existing gravel drive

existing gravel drive

existing gravel drive

existing gravel drive

existing gravel drive

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SOUTH STREET
PUBLIC

"SUBDIVISION APPROVAL NOT REQUIRED"

PLAN OF LAND IN
WILLIAMSBURG, MASSACHUSETTS

PREPARED FOR
ANDREW E. MOREHOUSE, ET AL

SCALE: 1"=50' DECEMBER 7, 2021

HAROLD L. EATON AND ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS

235 RUSSELL STREET - HADLEY - MASSACHUSETTS

413-894-7599 413-895-8912 (fax)

email - hleaton@aol.com

0' 50' 100' 150'