SMALL TOWN DEVELOPMENT OPPORTUNITIES
STOW, MASSACHUSETTS, 1985

by

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Stow, Massachusetts, 1985

by
John W. McCormack

Submitted to the Department of Architecture on August 15, 1985 in partial fulfillment of the requirements of the Degree Master of Science in Real Estate Development at the Massachusetts Institute of Technology

ABSTRACT
This thesis is a study of a site, a town and a real estate market. The site is located on Route 117 adjacent to the Stow Shopping Center approximately seven miles from interstate Route 495. The site is currently zoned for residential use and consists of two parcels with historic or near historic single family homes on them. The town is the Town of Stow, an affluent bedroom community located near, but not on, the Route 495 beltway. The town retains a rural character and is only new beginning to feel pressures for development as its population continues to grow. The market is the office space market in Stow and seven surrounding towns which shows signs of weakness in some segments and strength in others.

After a detailed discussion of the site; including its condition, ownership and historic character, the area; including characteristics of the town and the immediate neighborhood, and the market; including demographic and potential use analysis, a proposal for development of the site is presented, including analysis of the competition and the financial feasibility of the proposal. Finally, a plan is presented for approaching the approvals process in the town for a rezoning request and the marketing of the proposed office space to potential tenants.

Thesis Supervisor: Lawrence S. Bacow
Title: Associate Professor of Law and Environmental Policy
ABSTRACT

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PREFACE

In the "News Section" of the August 11, 1985 Boston Sunday Globe, an article reviews 1984 population census figures and finds results that turn "conventional wisdom on its head." The traditional Boston suburbs, those along the Route 128 beltway, have lost population since 1980 while both the City of Boston, ending a 30-year population drain, and the ex-urban towns, particularly those on or near Route 495, have show substantial gains in population. The Route 495 area, in fact, the article reports, is "the new frontier for expansion in Greater Boston."

With population expansion comes the need for services and space for those services. This thesis, then examines the effect of these population trends on real estate development in one small town from the perspective of a particular site. It also looks at the effects of another national trend, the decline of the large office space user companies and the growth of the smaller "start-up" companies who desire corporate identity while requiring limited space (1500-2500 square feet), and the opportunity this trend presents for development of the site. Its conclusions may be discouraging to the developer of large scale projects, but they are very encouraging for the smaller real estate entrepreneur.
CHAPTER I. THE SITE

A. DESCRIPTION OF THE SITE:

1. General Location

Seven miles from interstate highway Route 495, the City of Boston's outer beltway, and fifteen miles from interstate Route 95/128, Boston's inner beltway, in the Town of Stow, Massachusetts, are two adjoining parcels of land with existing buildings known as No. 5 and No. 9 Red Acre Road, (See location maps: Figures 1, 2 and 3). These two parcels, (Together, THE SITE), are strategically located just off State highway Route 117, where it intersects with Pompositticut Road, White Pond Road and Red Acre Road in the historic Lower Village area of Stow.

Route 117 is a scenic highway known variously as North Avenue, South Great Road, the Fitchburg Turnpike, and North Road as it winds its way from Waltham to Leominster and Fitchburg. Great Road as it is called in both Stow and Maynard, Stow's immediate neighbor to the east, is the only east/west highway serving those two towns. Based on its functional role, however, the town of Stow might have been better served had they named Route 117 as did Bolton, Stow's immediate neighbor to the west, i.e., Main Street.
FIGURE 2
THE TOWN OF STOW

Points of Interest:
- Town Hall
- Police Station
- Fire Station
- Randall Memorial Library
- Town Garage
- Town Beach/Bluffs
- Presbyterian Church
- Center School
- High School
- Memorial High School
- Marble Hill Conservation Land
- Den Road
- West School
- Route

STOW TOWN FOREST
GARDNER MILL
MILITARY

-3-
The site is not only located on Stow's main street, it is also located at a major town crossroad. Pompositticut Road quickly becomes Summer Street as it heads east into downtown Maynard, where the headquarters of Digital Equipment is located. White Pond Road heads south through Natick Laboratories' Maynard Annex, a U.S. Military Reservation, to Sudbury. Red Acre Road, when it was first constructed in 1802 was known as "the New Road to Acton", or as an early deed for one of the parcels describes it, ". . . the road leading from Stow Lower Village to Acton."

The value of this location, however, as we shall see in greater detail in Chapter II, lies less in where the intersecting roads come from or go to and more in the proximity of the site to the retail and commercial center of the Town of Stow.

2. Description of the Parcels

No. 5 Red Acre Road is the property first considered for this thesis due to the attractive, albeit rundown, architectural style of the existing structures. The existence of a right-of-way to No. 9 Red Acre Road, dividing No. 5's land, along with the physical and historical relationship of the two parcels, however, makes consideration of a combined proposal both logical and desirable.
No. 5 Red Acre Road contains 2 +/- acres of land, far more than first appears based on the location of the main buildings, (See Exhibit 1A, Legal Description and Exhibit 1B, Survey Plan). The north/south running right-of-way divides the parcel into two distinct sections. The western portion, where the main house is located, is generally flat but contains less than two-thirds of an acre. The larger eastern portion slopes up away from the right-of-way; is covered with trees and brush, and contains more than one and one-third acres. Depending on the use proposed, this treed portion could be an advantage or a constraint. On the one hand, it could act as a significant buffer to the residential uses further down Pompositticut Road. On the other hand if No. 9 Red Acre Road cannot be acquired, construction of additional buildings and/or parking on this portion of the site could be awkward and costly.

Another site constraint, which may or may not be a development issue, concerns the location of the main house. The Town of Stow zoning bylaw requires a minimum front yard set-back of 30 feet for residential and 50 feet for business or commercial uses measured "from a fifty (50) foot right-of-way, plus from all right-of-ways less than fifty (50) feet, an amount equal to one half the distance between the right-of-way and fifty (50)
feet. The bylaw goes on to state ". . . in no case shall the front yard be less than forty-five (45) feet from the centerline of a street". No matter how it is measured the front yard at No. 5 does not conform. The front of the house is only ten (10) feet from the forty (40) foot right-of-way or only thirty (30) feet from the centerline of Red Acre Road. The non-conforming uses and structures provision in the zoning by-law, however, allows for both the continuation of pre-existing non-conforming uses and structures and the alteration or extension ("up to one hundred (100) percent") of same upon approval of a level 2 special permit by the Board of Appeals. Since approval of such a permit will be required for most of the uses being considered for the site, as we shall soon see, the technical requirements should not present a major problem. The set back might only be an issue if raised by special interest groups intent on erecting artificial barriers to development of the site.

On the positive side, No. 5 Red Acre Road fronts on the three quarter acre, triangular shaped, Lower Village Common. This common, which is owned by the Town of Stow, is linked with historical events cherished by the town.
These historical association should insure that the common is preserved as open green space. In similar fashion, the south side yard of No. 5 Red Acre Road, although appearing to front on busy Great Road, is actually protected by a 7500 square foot extension of the Lower Village Common that provides a 90 to 100 foot buffer of protected green space. Thus, in spite of the limited front yard set-back, the visual character of the area immediately around the site will remain forever as a genuine asset.

No. 9 Red Acre Road contains only one half an acre according to assessing records, but actually contains 0.54 acres or 23,515 square feet according to the survey plan. (See Exhibit 2A, Legal Description and Exhibit 2B, Survey Plan). The only apparent access to the parcel is the right-of-way across No. 5's land. This dirt and gravel right-of-way slopes up a knoll to No. 9's generally flat land that is at the same elevation as the larger treed section of No. 5's land. In fact the fat "U" or "J" shaped lot that is No. 5 Red Acre Road wraps around No. 9's lot and forms the eastern, southern and a part of the western boundaries of the parcel, (See Site Location Map, Figure 3). The balance of the western boundary consists of 43.5 feet of frontage on Red Acre Road. This limited
frontage does not conform to the current 200 foot or previous 150 foot minimum lot frontage listed in the Stow zoning by-law. So too the area of the lot, at 23,515 square feet, does not conform to the current 65,340 square foot minimum lot area or even the 40,000 square foot minimum in effect prior to October 1973. When considered in conjunction with the ease of access this parcel provides to the elevated portion of No. 5's land, these non-conforming characteristics of No. 9's lot provide impetuous to the concept of combining the two parcels.

3. Description of Existing Structures

The main house at No. 5 Red Acre Road appears to be a typical example of the Georgian Colonial style that was prevalent in the early colonies from 1700 to about 1780 (See Photos 1, 2 and 3). The centrally located front door features decorative crown moldings and sidelights. Architectural Preservation Associates, ("APA"), in their March 1982 study, "A Narrative Architectural History of Stow," specifically identifies the door surrounded at No. 5 Red Acre Road as a noteworthy example of this identifying feature of the Georgian style. Virginia and Lee McAlester in their 1984 book, A Field Guide to American Houses, however, suggest that sidelights are more typical of the later (1780-1820) Federal or Adam style house.
As is common to both styles, the five-ranked double hung windows are aligned horizontally and vertically in symmetrical rows. The existing 2/2 windows are certainly a relatively new addition. Without historical evidence, therefore, we can only speculate whether the windows were formerly the smaller pane 12/12 or 9/9 windows that distinguish the true Georgian style or the larger pane 6/6 windows most common to the Federal style.

We are told by Ethel B. Childs in her *History of Stow, Tercentenary Edition, 1683-1983*, that the gambrel roof with three dormers in front and two in the rear was added by William H. Lord, who "bought the place in 1894 or 1895." Ms. Childs also notes that "Pompositticut Inn," a name that reflects a former use of the house, "appears to have had a hip-roof with a railing around it" in an historic painting of the Lower Village Common. Such balustrades, according to the McAlesters, were more common in post-1750 Georgian houses and particularly in Northern Adam (Federal) style houses. But close examination of the painting by Louise Hosmer Cheney (See Photo 4) reveals a 12/12 pattern to the windows that is distinctly Georgian.

Careful study of available records and specific construction details by experts in the field is needed to accurately determine the construction date and thereby
make a definitive judgment concerning the particular style of the structure. For our purposes it is only important to establish, as I believe we will, that No. 5 Red Acre Road is indeed an architectural treasure worthy of preservation and perhaps worthy of listing in the National Register of Historic Places.

Notwithstanding the foregoing discussion, the most prominent features of No. 5 Red Acre Road are the side and rear facades and the pitch-roofed, two-story wing with its full length, shed-roof porch extending from the rear of the main house. This is the view that captures your attention as you come around a bend in Great Road heading West from Maynard. (See Photo 2). Visible as well from this angle are the three chimneys, the bay window on the south side and the one story partial extension of the main house with its shed roof connecting at the corner with the roof of the porch. Two entry doors on the wing, one of which has a decorative surround, give the erroneous impression that here is the main entrance to the house. One suspects in fact, that this "wing" may well have been the original homestead to which, what we are calling, the main house was a later addition. This might explain why the "main house" is now so close to the road. But, again, only expert analysis can make such a determination.
PHOTO 1

FRONT VIEW
PHOTO 2

VIEW FROM ROUTE 117
Piecemeal efforts at upkeep seem to have been made to the exterior of the house. The paneled front door, for example, is new ("Unfortunately", according to Constance Schwarzkopf, former chairman of the Stow Historical Commission), and portions of the stone foundation have been wrapped in plastic (to prevent heat loss or moisture infiltration?). But the windows are only single pane glass and nowhere are storm windows evident. Even a new paint job, to freshen-up what has become an almost uniformly dull gray structure, would demonstrate that the owner(s) cared enough or were able enough to expend equal effort on the interior. Based on the lack of attention paid to the exterior of the house, therefore, and without the benefit of first-hand inspection, we must assume that the interior condition is poor at best and probably equally neglected.

Nevertheless, our development proposal assumes substantial rehabilitation of No. 5 Red Acre Road regardless of its future use. So long as the structural system is sound, the cosmetic condition of the interior rooms or exterior facades is unimportant.

Two other structures (or structural remains, as the case may be) exist on the site. One is a ramshackle old garage with five bays or stalls that may have been used
as a carriage house in the pre-railroad stagecoach days when this Stow house was operated as an inn. The other is only the foundation and scattered remains of what must once have been a substantial barn.

Assuming a reconstructed two-story barn and using Horace F. Tuttle's 1955 land survey as the basis for a take-off, (See Exhibit 3), we can conservatively estimate the potential gross floor area of No. 5 Red Acre Road at 9,000 square feet, with 4,300 square feet allocated to the restored barn and 4,700 square feet allocated to the existing house.

The construction date and architectural significance of the existing structure at No. 9 Red Acre Road can be stated with far more confidence due to the accurate data available. The "Minister's House", as the building is called, or the "Minister's Mansion", as it is referred to on occasion, is the oldest house still standing in Stow (See Photo 5). Although dated CIRCA 1686, we know from records that it was completed at least by January 1689 (Childs, page 10). In fact the 1686 specifications for the house have been preserved. They describe the Minister's Manse (not Mansion, by any means), as follows:
"... a house 26 or 27 feet long, 8 or 9 foote thereof to be for ye chimnies, ye roome left to bee 18 foote square at least, 2 fireplaces to be below in ye chimney and one hearth in ye chamber, a lean to be ye breadth of ye frame afforesd at ye chimney end of ye house, to be carried out at ye cills 10 or 11 foot from ye chimney with a seller under ye said house."

Unlike the larger house at No. 5 Red Acre Road, which was constructed much later, the main entrance to this early Stow house is located on the gable end of the structure. The entrance, itself graced by a modest gable-roofed portico, is centered beneath two windows to the "Chamber" on the upper half story. Four more windows are symmetrically balanced on the first floor with two on either side of the entryway.

In "A Narrative Architectural History of Stow", Architectural Preservation Associations ("APA") uses the term "First Period" to describe this and other early Stow buildings. While acknowledging that "... these First Period houses are joined at best by the practical necess- ities their builders faced," APA stresses that "their apparent dissimilarities are largely due to the visual bank each builder brought with him to the task of being among the first to build." APA points out that No. 9 Red Acre Road is one of only six Stow houses "which retain significant exterior features from the First Period," and they describe the common elements of such houses in terms remarkably remeniscent of our site and structure:
"South facing and generally on raised hillocks, these frame buildings were 1 1/2 to 2 stories in height, were usually one room deep and built around a large central chimney."

"The most unusual of these chimneys," they add, "is at 9 Red Acre Road, where fireplaces were built at its angles." ⁶

While the 1686 specifications call for three fireplaces, ("2 fireplaces to be below in ye chimney and one hearth in ye Chamber"), a more recent description of the house in the booklet "Stow's Bicentennial Quilt," notes that "It's central chimney is so set that three fireplaces are diagonal across the inner corners of the rooms; the fourth is a small one." ⁷ Without actual field measurements to confirm it, the implications is that the existing, as built, "Minister's House", may be significantly larger than the house described in the 1686 specifications.

Nevertheless, there can be little doubt that, from an architectural standpoint, No. 9 Red Acre Road is certainly worthy of National Register listing. As Architectural Preservation Associates concludes:

"The relatively small number of these structures remaining to us today makes those in Stow of considerable importance to the town and to New England as a record of the settlers' "visual banks" and of their effect on later development of Stow"
PHOTO 4

Louisa Hosmer Painting of Lower Common

Stow Historical Society

PHOTO 5

"The Minister's Mansion" c.1686. Red Acre Road: Present Owner, Donald F. Brou
The current owners of No. 9 Red Acre Road worked on the house they bought in 1955 for two years before moving in in 1957. Besides renovations to the old house, they added what has been referred to as a "capacious wing" to house their six children; a wing "designed so as to be completely compatible with the old house". Further renovations were required in 1977, after a fire, but the oldest parts of the house were spared.9 Ms. Childs, in her History of Stow, Tercentenary Edition, suggests that the renovations performed by the current owners is exemplary because they "kept the feeling of the early house, (page 28). We can infer, therefore, that the interior condition of No. 9 Red Acre Road is good and will require only a moderate rehabilitation at best to make it suitable for a new use.

Unfortunately, the site survey recorded with the deed for No. 9 Red Acre Road, did not plot the location of the existing structure, as did the survey for No. 5. Records of the Stow building inspector are inconclusive. Therefore, until accurate measurements can be taken or better information becomes available, we must "guesstimate" the size of the building. Using the 1686 specifications as a guide and assuming a wing of comparable size, we arrive at a maximum possible gross square foot size for the old and new structures of 2,900 square feet (See Exhibit 3).
Combining the two sites, we now have a potential total of 11,900 gross square feet to rent or sell, broken down by construction type in Table 1:

**TABLE 1**

Existing Structures

<table>
<thead>
<tr>
<th>Building</th>
<th>Size</th>
<th>Construction Type</th>
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</thead>
<tbody>
<tr>
<td>No. 5 Red Acre Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Main House</td>
<td>4,700</td>
<td>Substantial Rehab</td>
</tr>
<tr>
<td>b. Reconstructed Barn</td>
<td>4,300</td>
<td>New Construction</td>
</tr>
<tr>
<td>No. 9 Red Acre Road</td>
<td>2,900</td>
<td>Moderate Rehab*</td>
</tr>
</tbody>
</table>

**TOTAL GROSS FLOOR AREA** 11,900 Sq. Ft.

*NOTE: The term "moderate rehab" as used here is a relative term referring to construction dollars per square foot. If a certified historic rehab is to be performed, then sufficient dollars will be expended to qualify under the definition of "substantial rehab" in applicable Department of Interior regulations.

4. Historic Designation Considerations

No. 5 and No. 9 Red Acre Road are significant not only for their architecture, but also for their intimate association with the secular and religious history of the Town of Stow. "Ye Minister's Lott" was one of the first twelve lots laid out for the original settlers in 1681. It was known as lot No. 1 and was reserved for the future residence of a minister. Massachusetts Bay Colony laws at the time required the presence of a "settled" minister...
for a new town to be accepted. Because of the size of these first lots, 65 acres, (50 acres for the house and 15 acres of meadow), it is likely that both sites as they exist today were part of the original "Minister's Lott, (Childs, pages 5-8).

The "Minister's House," No. 9 Red Acre Road, as its name implies, was the residence of the first "settled" minister, Rev. John Eveleth, who lived in the house for the full 17 year term of his ministry from 1700 to 1718, (Childs, pages 120-121). He was followed by the Reverend John Gardner who lived in the house for five years until he built the first real "mansion" nearby in 1723, later to become Gardner's Inn, (Childs, pages 30-31). Although Reverend Gardner served as minister for 56 years until 1774, it was his son, Henry Gardner, who became Stow's most prominent citizen during the American Revolution. At various times Town Moderator, Selectman, Assessor, Justice of the Peace and Stow's Representative to the General Assembly, Henry Gardner became Receiver General for the colonies at the start of the revolution and later the first Massachusetts State Treasurer. Henry's grandson, Henry Joseph, served as Governor of Massachusetts from 1855 to 1857, (Childs, pages 40-48).

The "Ministers House" also served as a garrison in 1704 when relations with the Indians became strained, (Childs, page 23).
No. 5 Red Acre Road was owned by Jonathan Newell, Jr., a physician from 1814 to 1848. He was the son of Stow's third "settled" minister, Reverend Jonathan Newell, who followed Reverend Gardner in 1774. The house is more significant, however, as one of only a few former taverns or inns still standing in Stow.

In their history, Stow, Massachusetts 1683-1933 Rev. and Mrs. Preston Crowell note that during the "Stage Coach period... Stow is said to have had sixteen taverns all doing a lively business." The Crowells suggest that the Stow Tavern now operated as an antique shop is the only one of the Taverns left. Ms. Childs, in her 1983 history suggests that three of the taverns remain. Both authors, however, acknowledge that No. 5 Red Acre Road was once called "Pompositticut Inn" and they cite a sign with that name, depicting a running horse found in the basement of the house as evidence.

Ms. Childs also notes the following:

"Many city people brought their families to country inns or farm-houses for the summer and this may have been [No. 5's] use after the stagecoach era had passed, (Childs, pages 65-67).

suggesting that the house was operated as an Inn for many years.

The house at No. 5 Red Acre Road was also once known as the Captain George Thorndike house. Captain Thorndike was a Selectman at the time of Stow's Bicentennial in 1863, (Childs, page 65).
Finally, the location of these two buildings near the Lower Village Common link them with many cherished historical events including the most significant event in Stow’s history, the visit of the Marquis de Lafayette on September 2, 1824 during his last visit to America. Although Lafayette was received at the Gardner Inn, which was torn down in 1875, accounts of the visit note that "all the houses were brilliantly lighted ..."13 These same houses include the houses at No. 5 and No. 9 Red Acre Road.

The Common, as an historic marker now indicates, is also said to be the place where Samuel Prescott, who escaped when Paul Revere and John Dawes, were captured, ended his portion of those historic rides after warning the colonists in Concord and Acton.

The Crowells have this to say about the Lower Village Common:

"Because of the many historic traditions connected with this piece of land, in 1933, a large flag-pole was placed on it and a flag was purchased from voluntary contributions of residents and school-children. It is hoped that in this way the historic incidents, traditions and associations connected with this Common may be preserved and kept vivid in the memory not only of present citizens, but of the rising generations of the town of Stow."

Because of these historic associations, Architectural Preservation Associates, in their 1982 inventory, recommends nominating the Lower Village Area to the National Register of Historic Places. They furthermore
specifically identify No. 9 Red Acre Road and No. 5 Red Road for individual submission if the area is not submitted as an historic district.\textsuperscript{15}

Clearly, then, the potential for National Register Listing is there. Unfortunately, follow-up to the APA study has been painfully slow. Not a single house in Stow is on either the National or the Massachusetts Register. Only recently has an effort commenced to attempt to place the so-called "First Period" houses on the State Register. The effort, however, has met with resistance in the town, and especially from the current owners of No. 9 Red Acre Road. They refused to allow a B.U. student, who is working on the nominations for the Historical Commission to enter their house to check on its condition.\textsuperscript{16}

One suspects that the source of this resistance is the same as that encountered in Sudbury recently when an extension of the existing historic district was proposed. In Sudbury's case the affected homeowners feared the strict controls on exterior alterations National Register listing brings. Furthermore, they reasoned, why should they support the nominations if they get all of the burdens and none of the tax benefits that are available only for rehabilitation of rental properties. From the Sudbury experience we can surmise that a similar position
has been taken by the historic house owners in Stow. Such an attitude would explain why, although formed only 10 years ago, the Stow Historical Commission ceased having regularly scheduled meetings in 1984.27

Nevertheless, if we as investors were to acquire these two properties and if we had the willingness as well as the expertise necessary to pursue National Register Listing, it is apparent that the effort could meet with success.

B. LEGAL STATUS OF THE SITE

1. Ownership

a. Current Owners

No. 5 Red Acre Road is currently owned by Philip B. Shoemaker, Sr. and his two children, Philip B. Shoemaker, Jr. and Nancy Jane (Mudie) Shoemaker as joint tenants, as a result of a deed transfer dated January 26, 1981 and recorded at the Middlesex South Registry of Deeds on February 19, 1981, Book 14219, Page 537. In that deed Philip b. Shoemaker, Sr. and his wife, Sylvia C. Shoemaker, now deceased, grantors, granted the joint tenancy to themselves and their two children while reserving to themselves a life-estate with the stipulation that:
"... the grantees herein further covenant and agree with the grantors that they will not during the term of the natural life of the grantors herein convey any of their right, title and interest in the ... premises."

The grantee address listed on the deed is an apartment building in Marlboro. Thus, with the recent passing of Sylvia Shoemaker, it would appear that Philip B. Shoemaker, Sr., age 68, a retired engineer, is now the sole occupant of the debt-free house he has shared with his wife and children for well over 30 years.

The elder Shoemakers, Sylvia and Philip, Sr., former residents of Belmont, originally purchased the property in Stow on January 18, 1955 from Alvin H. Fletcher and Bernard A. Fletcher, for $21,000, as indicated by the deed stamps, (Middlesex South Registry of Deeds, Book 8398, Page 244). At that time the Shoemakers secured a mortgage for $7,000 from the Middlesex County National Bank. The mortgage was discharged on April 20, 1973 (See Exhibit 4, Copies of deeds and mortgages).

Three points are worthy of note concerning this purchase. First, the Fletchers got the best of the deal. On the same day that they acquired 5 parcels containing approximately 15 acres from Ahti A. Wanhatalo, executor of the will of Greta and John Wanhatalo, for $30,000,
they sold two of those acres for $21,000 to the Shoemakers. We know this because the deeds are recorded on consecutive pages in the same deed book. Second, the parcel was surveyed for the first time just prior to the dual transfer, (Horace F. Tuttle's plan is dated January 11, 1955) and was either found to be less than the 2 1/2 acres it was alleged to have been throughout its history or was purposely reduced to the current 2 acres. Finally, the reference to "rights of way of record" reappears on the Shoemaker's deed after a conspicuous absence of 43 years, during which time the property changed hands three times (See Ownership History).

No. 9 Red Acre Road is currently owned by Donald Freeman Brown, age 77, a retired archeologist and his wife, Linda E. S. Brown, age 65, an artist. They acquired the property for $14,000 on August 18, 1955 (Deed recorded August 19, 1955, Middlesex South Registry of Deeds, Book 8545, Page 546) from the same Ahti A. Wanhatalo, who sold the five parcels that included No. 5 Red Acre Road to the Fletchers.

As in the previous instance, the seller in this case fared substantially the better. Only slightly more than six months before selling to the Browns for $14,000, Mr. Wanhatalo bought the property from a Florida based owner/investor, Ralph G. Moody for a mere $6,000.
The survey plan recorded with the Brown's deed is the plan prepared for Ralph Moody by Horace F. Tuttle, August 8, 1940 and the right of way has been referred on all previous deeds, except one (See Ownership History).

Before acquiring No. 9 Red Acre Road in 1955, the Browns were residents of Sudbury, Massachusetts. As noted above they worked for two years restoring the house before moving in in 1957. It is unclear whether the so-called "capacious wing" was added at that time or shortly thereafter. In any case, additional restoration work had to be performed to both the old house and especially the new wing after a fire in 1977.

When they purchased the property the Browns secured a mortgage for $7,200 from Waltham Federal Savings and Loan Association. Less than seven years later, in January 1962, that mortgage was discharged and a new mortgage in the amount of $17,500 was secured from the same lender. Twenty-one months later in October 1963 the latter mortgage was discharged and a third new mortgage for $19,800 was secured, again, from the same lender. My suspicion is that these mortgages are associated with the construction of the new wing. These borrowings, however, could have been for any number of uses, such as tuition payments for the children. In any case, the property is now debt-free as the last mortgage was discharged in September 1979, (See Exhibit 5, copies of deeds and mortgages).
The Browns have six children, all of whom were raised at No. 9 Red Acre Road, and are now fully grown. Only five are listed in a 1979 voting list. The youngest, Alyson, is 24 years old. The oldest, Linda M. S. is 34. She was married in 1984 and lives in Allston, Massachusetts. In between are Nicholas, 26; Christopher, 28; and Dorcas, 30.

b. Ownership History

The trail of ownership at the Middlesex South Registry of Deeds can be followed back to 1811 in the case of No. 5 Red Acre Road and to 1848 in the case of No. 9 Red Acre Road, (See Exhibit 6, Ownership History). Beyond those dates, the trail is confused as descriptions of the parcels become muddled and grantor/grantee references become obscure.

In the 144 years between 1811 and 1955, the property now known as No. 5 Red Acre Road changed hands 12 times. The average term of ownership was 11 years. The shortest was one month in 1814 when Abel Moore, a "Gentleman," bought the property in September for $1,800 and sold it in October for $2,000 to Jonathan Newell, "Physician". The longest was the 34 years between 1814 and 1848 when Dr. Newell was the owner. Second longest was the 33
years the Wanhatalos owned it before selling to the Shoemakers. The Shoemaker's term of ownership, at 30 years, is now the third longest. For all of those years, up until 1955 when a survey declared otherwise, the parcel was thought to be 2 1/2 acres.

For 50 years between 1811 and 1861, No. 5 Red Acre Road was a single parcel of 2 1/2 acres. It was during this period, in 1848, when Dr. Newell sold to Nathaniel Faxon, that the right of way, extant today, first appeared on a deed with the words:

"... reserving to William Carr, his heirs and assigns the right to pass and repass through the premises to his land where he usually passes."

In 1861 Silas N. Clark, acquired the property as an addition to his already extensive holdings in the area. From then until 1955, when the Fletchers sold it off, No. 5 Red Acre Road was only one of a package of from five to seven parcels sold together.

In the 107 years between 1848 and 1955 the property now known as No. 9 Red Acre Road changed hands nine times. The average term of ownership was 12 years. The shortest was less than a day in 1870 when James O. Faxon acquired the property for $240 from William Carr, et al. and immediately sold it for $300 to Ezekial Gates, 2d. The longest term was 26 years between 1914 and 1940 when...
Theodora D. Whitney and her husband Charles S. Whitney owned it. A Whitney continued to live at No. 9 Red Acre Road, however, for a total of 40 years, (1914-1954), the Whitney's having sold the property in 1940 to Ralph Moody, reserving to themselves a life-estate. Nevertheless, the current owners, the Browns, have now owned the property longer than anyone we know of in the past, i.e., 30 years. (The Carr family may have owned it longer, but we can date their ownership only from 1848 when the deed for No. 5 reserves the right of way to William Carr. The date they acquired the property is unknown.)

For most of its history No. 9 Red Acre Road was a parcel containing "80 rods". In 1917, however, Theodora Whitney acquired a second parcel from Mary T. Puffer which doubled the street frontage on Red Acre Road and added "five and 7/10 rods, more or less" to the property. It was these two parcels that were surveyed for Ralph G. Moody by Horace F. Tuttle on August 8, 1940 and found to contain 23,515 square feet in total.

Although the ownership history of No. 5 and No. 9 Red Acre Road is rich and varied and could reveal to historians much about 19th century life in Stow, for our purposes this "title search," if you will, has yielded three key findings. First, in importance is the description of No. 5 Red Acre Road in deeds from 1811 and 1814.
In the 1811 deed (Middlesex South Registry of Deeds, Book 193, Page 352) the property is described as:

"... containing two acres and an half, with the buildings thereon standing consisting of a dwelling house and store adjoining a barn and other out houses ..."

Two deeds in 1814 contain similar references to a store. As we shall soon see this discovery of a reference to commercial use of the property could prove useful in our quest for a zoning change or variance.

The second key finding is the fact that for eighteen years from 1895 to 1913 both No. 5 and No. 9 were held in common ownership. Thomas H. Lord, Sr. of Boston (Not William Lord as suggested by Ms. Childs in her History of Stow, page 65), bought No. 5 Red Acre Road in 1894 along with five other parcels. In 1895, he added No. 9 to his holdings. At this point, he owned 7 parcels each separately described in deeds totalling nearly 50 acres. When he died in 1910 two of his children sold their share of the property interest to a third, William H. Lord, who held the property for two more years before selling 15 acres to Grace A. Adams.

This brings us to the third key finding, and an important question. When William H. Lord, in December 1912, sold 15 acres to Grace A. Adams he was selling 6 of
the 7 parcels formerly owned by his father including both No. 5 and No. 9. In the deed, however, a single legal description is employed with no reference to rights-of-way (See Exhibit 7). The question is then: Was the right-of-way extinguished with this sale? The issue is complicated by subsequent sales. Although the "right and privilege of passing", etc. reappeared in the deed when Ms. Adams sold No. 9 Red Acre Road back to William Lord six months later, no reference to the right-of-way appeared in the deed when Ms. Adams sold the remaining 5 parcels, including No. 5 Red Acre road, to Charles F. Bowers in 1917. Nor for that matter, is the right-of-way specifically referenced in any deed for No. 5 Red Acre Road for 43 years, until it reappeared in the Shoemaker's deed as "... subject to right-of-way of record." Did the Shoemaker's have to accept that provision? Can a case be made for inapplicability? And if so, could we, after acquiring No. 5 use this defect in the chain of title to exert pressure on the Browns to sell No. 9. The answer is unclear, but the possibility is worth considering.
c. Probability of Option or Acquisition

As gruesome as it may sound, the age of the respective owners of No. 5 and No. 9 Red Acre Road is the biggest factor working in favor of a possible option or acquisition. Mr. Shoemaker, although energetic, (I've seen an elderly gentleman, who could only be Mr. Shoemaker, out mowing the lawn at No. 5 Red Acre Road), is 68 years old. Mr. Brown is 77 years old and his wife is 65 years old. Add to that their family situations (both are "empty-nester" households while Mr. Shoemaker recently lost is wife) and the historic average length of ownership (11 and 12 years vs. 30 years), and it would appear that a purchase offer might be favorably received by the current owners.

No. 9 Red Acre Road may be the more difficult of the two to acquire. The Browns have spent a considerable amount of money on restoration and upkeep and they have six children, any one of whom may have fond enough memories of the place to want to "keep it in the family". Timing may be the key.

No. 5 Red Acre Road, on the other hand may be "ripe for the picking", if you will. The "joint tenancy" form of ownership the Shoemakers chose in 1981 may have been a misguided effort to allow title to the house to pass to
the children directly, avoiding probate. It doesn't work that way in practice. Besides, with families of their own and possibly children, neither of Mr. Shoemaker's children is likely to be interested in such a large house near such a busy intersection. They would only be interested in the cash value from sale. Therefore, I would propose that we approach the children first and try to convince them that a sale now would be most beneficiary to all. It would give their father the financial support he'll need for his remaining years, relieve him of the burden of care for a house, the condition of which testifies to his inability to manage effectively, and it would give them a share of the sale proceeds at a fair price before the house deteriorates to a point that its market value begins to decline.

Until initial contact is made, however, we will not know if the Shoemakers or the Browns are ready or willing to sell.

2. Valuation and Assessment

Although a re-valuation is currently underway in Stow, the results of which are expected by the end of August 1985, the present 100% valuation of the two properties that constitute the site is $163,600. The breakdown is shown in Table 2.
### Table 2

**Valuation and Assessment Data**

<table>
<thead>
<tr>
<th></th>
<th>No. 5 Red Acre Road</th>
<th>No. 9 Red Acre Road</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area:</strong></td>
<td>2.000 acres</td>
<td>.500 acre</td>
<td>2.500 acres</td>
</tr>
<tr>
<td><strong>Value:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>$29,900</td>
<td>Land $12,000</td>
<td>$41,900</td>
</tr>
<tr>
<td>House</td>
<td>$46,900</td>
<td>House/Garage $71,600</td>
<td>$118,500</td>
</tr>
<tr>
<td>Garage</td>
<td>$3,100</td>
<td></td>
<td>$3,100</td>
</tr>
<tr>
<td>Other</td>
<td>$100</td>
<td></td>
<td>$100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$80,000</td>
<td>$83,600</td>
<td>$163,600</td>
</tr>
<tr>
<td><strong>Rate</strong></td>
<td>1.973%</td>
<td>1.973%</td>
<td>1.973%</td>
</tr>
<tr>
<td><strong>Tax</strong></td>
<td>$1,578.40</td>
<td>$1,649.43</td>
<td>$3,227.83</td>
</tr>
</tbody>
</table>

Surprisingly, No. 9 Red Acre Road, with a smaller building and a smaller less accessible lot carries a greater assessed value. The variation in the building values might be a function of their relative condition, but the much greater discrepancy in per acre land values is not so readily explained. The land value of No. 9 Red Acre Road is $24,000/acre, while the land value of No. 5 is less than $15,000/acre. Perhaps the existence of the right-of-way across No. 5's land detracts from its value, or maybe the assessors, in assigning values to these residentially-zoned parcels rate the seclusion of No. 9's land higher than No. 5's, which is exposed to the noise,
and traffic on busy Great Road/Route 117. The tables would most likely be turned if the two parcels were zoned for business use, because street frontage and visibility are more important in a business district than in a residential district. No. 14 Red Acre Road, for example, a nearby property in a business zone, fronting on the Common and of comparable historic value, carries a land assessment of $37,500 for .75 acres or $50,000/acre.

3. Zoning

As mentioned above, both No. 5 and No. 9 Red Acre Road are in a residential district. Stow has only one residential district unlike some of its neighbors such as Hudson with 8 and Acton with 3.18 Permitted uses in Stow's residential district include: farming, single-family detached buildings, boarding or rooming houses (for no more than 2 persons, provided the owner is in residence), professional offices (providing that the occupation is conducted by a resident and that the use is "clearly incidental to and secondary to the use as a residence.") With a Level 1 (site plan) permit approval, and/or a Level 2 special permit granted by the Zoning Board of Appeals the following uses may be permitted: schools, medical institutions, conversion to two-family
dwelling, ("provided that the exterior appearance is not altered and that there is sufficient floor and ground area above the minimum requirements"), non-commercial recreation and kennels. Minimum lot size is 65,340 or 1 1/2 acres. (Other minimums are listed on the chart included here as Figure 4).

Though zoned residential, the site is within 30 feet of the southeastern corner of Stow's primary business district, within which is located nearly all of Stow's retail shops including the Stow Shopping Center. The line of the business district at this corner makes some irregular deviations near the site. First, it makes a 153 foot by 200 foot rectangular jog to include No. 14 Red Acre Road as the only parcel on Red Acre Road within the business district. Then it angles back to cut out a pie shaped piece that excludes the Lower Village common from the business zone and includes Erkkinen's Buick-Opel dealership directly across Great Road from the site, (See Figure 5, Zoning Map and Figure 3, Site Location Map).

To say that the jog that encompasses No. 14 Red Acre Road is a natural zoning boundary line would be ludicrous at best. It could only have been made either to reflect an existing business use or at the special request of the owner of the property for an intended business use.
### STOW ZONING CHART

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreation-Conservation</td>
<td>40,000</td>
<td>150</td>
<td>50 for dwelling 150 for all other uses</td>
<td>100</td>
<td>100</td>
<td>10%</td>
<td>(5)</td>
</tr>
<tr>
<td>Residential District</td>
<td>65,340</td>
<td>200</td>
<td>30</td>
<td>25</td>
<td>40</td>
<td>25%</td>
<td>(5)</td>
</tr>
<tr>
<td>Business District</td>
<td>40,000</td>
<td>150</td>
<td>None, except 50 where abuts Recreation-Conservation or Residential District (6)</td>
<td>None where abuts Recreation-Conservation or Residential District (6)</td>
<td>50(6)</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Commercial District</td>
<td>20,000</td>
<td>150</td>
<td>25 except 50 where abuts Recreation-Conservation or Residential District (6)</td>
<td>25(6) except 150 where abuts Recreation-Conservation or Residential District</td>
<td>50(6)</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Industrial District</td>
<td>40,000</td>
<td>150</td>
<td>75 (6) except 150 where abuts Recreation-Conservation or Residential District</td>
<td>25 (6) except 150 where abuts Recreation-Conservation or Residential District</td>
<td>50 (6) except 150 where abuts Recreation-Conservation or Residential District</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Compact Business</td>
<td>65,340</td>
<td>200</td>
<td>50(8)</td>
<td>None(7)</td>
<td>40(7)</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Refuse Disposal</td>
<td>(10) 300,000</td>
<td>150</td>
<td>300(9)</td>
<td>150(9)</td>
<td>150(9)</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

### Footnotes to Chart

1. In qualify under this section, water area shall not be computed beyond ten (10) feet from the shore lines.
2. Measured along the street line. For a corner lot, footage shall be measured along one street only, including one half of the corner arc. The portion of the lot area not exceeding twenty-five (25) feet, whichever is less.
3. From a fifty (50) feet right-of-way, plus from all right-of-ways less than fifty (50) feet, an amount equal to one half the distance between the right-of-way and fifty (50) feet, provided that any front yard is a Recreation-Conservation or Residential District need only be the average of the depths of the front yards on the abutting lots, considering the front yards of abutting vacant lots or having the minimum permitted, except that in no case the front yard be less than forty-five (45) feet from the centerline of a street.
4. Except that in the case of a lot having frontages on two (2) streets, the front yard requirements apply to the side of the structure on street frontage as well as to the front.
5. The interior area of a single family dwelling may not be regulated or restricted. Reference is made to Chapter 40A, Section 3 of the General Law, which in general prohibits such regulation. In addition, Chapter 40A, Section 3 provides for the application of this table to regulate agricultural, religious or educational uses.
6. Where a Business, Commercial, or Industrial District abuts a Recreation-Conservation or Residential District, off-street parking and loading areas shall not be included within the minimum side and rear yard requirements.
7. Where a Compact Business District abuts a Residential District, all off-street parking and loading areas shall be screen from said residential uses.
8. Where a Compact Business District abuts a Residential District, side yard in 50 feet.
9. Area not devoted to building, walks, parking areas and access roads shall be seeded and landscaped.
10. Yard requirements may be waived as a condition of the special permit for that portion of a parcel of land abutting an operational refuse disposal area. Such yard requirements are to be measured from the lot boundaries and the outer-most limits of the excavation or any building for the "refuse disposal facility".
11. One hundred (100) feet must be densely planted with natural screening, or alternate screened from view in the manner, if any, provided under the Level 3 special permit issued by the Selectmen.
12. For Industrial District uses permitted the requirements of the Industrial District shall apply, except that the minimum front yard requirement shall be three hundred (300) feet.

4/18/82
FIGURE 5
ZONING DISTRICT MAP
OF THE
TOWN OF STOW
Adopted September 1968
Including amendments through April 5, 1978

LEGEND
L CENTERLINE
PL PROPERTY LINE

RECREATION-CONSERVATION DISTRICT
RESIDENTIAL DISTRICT
BUSINESS DISTRICT
COMMERCIAL DISTRICT
INDUSTRIAL DISTRICT
FLOOD PLAIN/WETLANDS DISTRICT

WATER BODIES WITHIN FLOOD DISTRICT
Refer to plan of selected complex
COMPACT BUSINESS DISTRICT

200' CONTOUR

200' PL

210' CONTOUR

210' CONTOUR

CONTOUR

400' PL

400' PL

FUTURE'S POND

PL
The Lower Village Common area has been historically an area of commercial activity. Both the Crowells in their 1933 history\textsuperscript{19} and Ms. Childs in her 1983 history, (Pages 38, 58 and 64), identify the Lower Village as "the business center of Stow" during both the 18th and 19th centuries. Uses range from leather work, tailoring and blacksmithing in the 18th century to a carpenter shop, cooper's shop and stores in the 19th century. As we have already noted in our discussion of ownership history, early deeds from 1811 and 1814 indicate that a store was located at No. 5 Red Acre Road as well. Therefore, I believe a strong case can be made, perhaps using arguments similar to those employed to include No. 14 Red Acre Road within the business district when the lines were drawn, to extend those boundaries to include No. 5 and No. 9 Red Acre Road, the only other two properties with frontage on the historic Lower Village Common.

If such an extension of the Business district boundaries, (probably the single biggest obstacle to development of the site), can be achieved, then, with site plan approval, the following uses are permitted: retail stores or service establishments, business or professional offices, salesrooms for autos, etc., restaurants, funeral homes, and banks. With a Level 2 Special Permit
motels, passenger depots, theatres or other places of amusement, gas stations and repair shops are permitted. Minimum lot size is 40,000 square feet and maximum building coverage is 30%. (Other minimums are listed on the chart included here as Figure 4).

As a less than ideal alternative to an extension of the business district, we might consider attempting to include the site in what Stow calls, a "Compact Business District." This type of district is more restrictive in the fact that only retail stores or service establishments, offices, banks, or a U.S. Post office are permitted with site plan approval, while most of the residential uses are also permitted. Minimum lot size is the same as for residential at 65,340 square feet while building coverage is the same as for the business district at 30% (See also Figure 4).

There is only one such district in Stow, on Gleasondale Road (Rte 62) near the center of town, where a two story building with offices above and some retail on the ground floor is located next to the Post Office. This special district was created in 1975 in what can only be called a case of "spot zoning", it seems, specifically for the now existing office and retail building.

Stow also has Commercial Districts, Industrial Districts, and Recreation-Conservation Districts as well as
Flood Plain/Wetlands Districts and Wetlands Protection Regulations. Although confirmation by experts will be required relative to a pond on the opposite side of Pompositticut Road, it appears that the site is not within 100 feet of the one-hundred year flood elevation. Development, therefore, will not be subject to Wetlands Protection Regulations.

Although the Stow zoning by-laws contain performance standards, that require instrument measurements, for odor, dust, smoke and noise, etc. as well as a whole separate booklet of "Rules and Regulations Governing the Subdivision of Land," the parking requirements in the by-law are probably the only other regulations that require review, (A discussion of the Level 1 and Level 2 Special permitting process is included in Chapter VI).

Section VII D. of the Stow Zoning Bylaws provides regulations relative to off-street parking and loading areas. The requirements for hotels, motels "and other places providing overnight accomodations" are one (1) space for each room plus one (1) space for each two (2) employees, and adequate space for delivery vehicles. Restaurants require one (1) space for each table and one (1) space for every two (2) counter seats plus the same employee and delivery requirements. "Other service and
retail establishments" require "a minimum ratio of three (3) square feet of [parking] ground area to one (1) square foot of floor area, exclusive of storage areas, plus one (1) space for every two (2) employees, space for all company vehicles, space for visitors and loading space for all deliveries and shipping.

Until this past June office requirements were thought to fall under the "Other service and retail establishments" category, making office parking requirements truly onerous. In our case, for example, if those standards were applied we would need 35,700 square feet of parking area, over 100 spaces for our 11,900 existing square feet, even without the employee requirements.

Fortunately, the attorney for the developers of a proposed office and retail building to the west of our site on Great Road discovered that a separate paragraph relating to "parking for offices and other non-residential structures", although approved at Town Meeting, was inadvertently omitted when the bylaws were printed in 1968 and also failed to show up in a 1982 revision to the parking section. The office requirement should have been one (1) space per 1,000 square feet plus one (1) space for every two (2) employees, plus additional spaces for visitors, loading and delivery opera-
tions. The Planning board agreed with the attorney that the paragraph should have been included. So once certain legal questions, such as approval of the attorney general, are resolved, it appears that the paragraph will be restored to its rightful place on the bylaw. (See Exhibit 8, Article from "The Stow Villager" June 28, 1985).
CHAPTER II. THE AREA

A. THE TOWN OF STOW

1. Location, History and Commerce

The Town of Stow, Massachusetts, is located approximately 28 miles west-northwest of the City of Boston and less than five miles from interstate Route 495. Although Stow is part of Middlesex County, its western border is the dividing line between Middlesex and Worcester Counties. It is surrounded by seven towns, two of which, Harvard and Bolton, are in Worcester County while the remaining five, Acton, Boxborough, Hudson, Maynard and Sudbury are in Middlesex County. Principal highways serving the towns are east/west running Route 117 and north/south running Route 62, both of which link Stow to Route 495 to the west.

Established as the Plantation of Pompositticut in 1669 and incorporated as a town May 16, 1683, Stow, over time, has ceded lands to the formation of neighboring towns including Harvard in 1732, Boxborough in 1783, Hudson in 1866 and Maynard in 1871, (Childs, pages 35, 49 and 79). Today the land area of Stow is 17.94 square miles. With 5,445 residents in 1984 the town has one of the lowest population densities of any town inside the Route 495 belt at 304 persons per square mile.
Agricultural enterprises, including five large working orchards, several working farms (one is a sheep farm), farmstands, nurseries and greenhouses help Stow retain its rural character. Reinforcing this "country" feeling are the recreational facilities at Lake Boon, which was a major summer "resort" in the early years of the twentieth century, and Stow's two golf courses, including the nine hole Stowaway Golf Club and the 500 acre, 36 hole Stow Acres Country Club, which "Golf Digest" magazine, in 1981, noted as "one of the top 50 public golf courses in the United States," (Childs, page 146).

But Stow has never been and is not today a stranger to industry. Sawmills for lumber production, box mills for apple boxes, etc. and tanneries are noted as far back as the early 17th and 18th centuries, (Childs, pages 23-24). From 1854 until after World War II a five-story, 125-foot high mill building in the Gleasondale section of town, near the Hudson line, "housed the fourth oldest woolen mill in the United States." Another building was added in 1919. Today the complex is known as Gleasondale Industrial Park and houses Fahey Exhibits, G&G. Wire Products, Inc. and Lazott Plastics, Inc. among others, (Childs, page 147. See Also Photo 6).
PHOTO 8 STOW TOWN HALL

PHOTO 9
FIRST PARISH CHURCH
Other industries active in Stow today include:
Digital Equipment Corporation with a large new facility on Old Bolton Road that in 1983 employed 800 or so persons (See Photo 7) Data Terminal Systems, manufacturer of electronic cash registers, with a facility in the former Mals Department Store building in the Stow Shopping Center; Radant Systems, Inc., producer of array antennas used in airborne radar systems, with an ultra-modern facility completed in 1980 off Hudson Road; and E.T.&L. Construction Corporation, a heavy construction contractor for federal and state highway, bridge and dam projects at the west end of Stow on Great Road, near the Bolton line, (Childs, page 149). Just over the line in Bolton is a major Gen Rad facility as well as operations of Orion Research and Atlantic Microwave.

Retail activity is concentrated in the area around the Stow Shopping Center, (See discussion of "The Neighborhood" below). But many of the small businessmen of Stow operate from their homes pursuant to residential zoning regulations. Small signs advertising everything from plumbing and heating services to doll house miniatures can be seen along the length of Great Road and elsewhere in the town.

With the exception of the Stow Shopping Center area, however, the commercial and industrial activity in Stow
is sufficiently dispersed in the southern and western areas of the town so that it is hardly evident to the casual observer. Thus, the predominant image of the town, exemplified by the old town hall and the gleaming white spire of the First Parish (Unitarian) church in the town center (See Photos 8 and 9), remains that of a quaint, rural, New England village.

The quality of life engendered by this small town image, coupled with restrictive 1 1/2 acre single family zoning, is what has attracted growing numbers of well-educated, executive and managerial class residents to Stow and made the town one of Metropolitan Boston's most exclusive suburbs, (See Chapter III for a detailed discussion of demographic and employment data).

2. Town Government and Government Officials

Since 1683 the town of Stow has been governed by a Town Meeting. The Stow Town Meeting is held the first Monday night in May, continuing on subsequent nights until all "warrant" articles have been considered. Special Town Meetings are called by the Selectmen or on a petition of 200 voters. A special town meeting is commonly held in November of each year for warrant articles not involving appropriation of town funds.
All registered voters may participate and vote at Town Meetings. A quorum consists of 100 voters. Although a majority vote is sufficient in most cases a two-thirds vote is required for any zoning changes or amendments and a count must be taken unless the Town Moderator, who is the presiding official at town meetings, elected yearly by the voters, declares the vote unanimous.

The Board of Selectman in Stow has three members, elected in consecutive years, serving 3 year terms. The current board consists of: Kenneth Farrell, elected in 1984, an employee of Digital Equipment Corporation, who formerly was a member of the Finance Committee and co-founder of the Save Our Stow (SOS) citizens group formed to help residents understand the implications of "proposition 2 1/2"; Wayne Erkkinen, elected in 1984, owner of Erkkinen Buick, located across from the site, and a former Selectman from 1977 to 1980 until he was ousted by the third Selectman, Patricia Walrath, who is in her second term and was also elected State Representative from the third Middlesex District, covering the towns of Boxborough, Hudson, Maynard and Stow in 1984. (See Exhibit 9, "Stow Villager" articles on political candidates).
The Board of Selectman appoints the majority of town officials and their duties include preparation of the town meeting warrant and the annual Town Report; supervising the police, fire and highway departments and approving town expenditures. Although the Board of Selectman is the final enforcing body for the Zoning Bylaws and Subdivision Rules and Regulations, (and most other town issues), most planning and zoning issues are handled by the independent Planning Board, whose members are elected by the voters, or by the Zoning Board of Appeals, whose members are appointed by the Selectman.

The Stow Planning Board, established in accordance with the provisions of Chapter 40A of the Massachusetts General Laws, "the Zoning Act" and Chapter 41, "the Subdivision Control Act," consists of five volunteer members, elected to serve 5-year terms, one member being elected each year.

The most recently elected member is Edward Ross Perry, a former resident of Medfield who was elected in 1985 after serving on the Board in an appointed position to fill a vacancy (See Exhibit 10). One of the younger and apparently more knowledgeable members, with whom I have spoken, is William Hamblen, a 1978 graduate of MIT with a Ph.D. in Ocean Engineering.
The Stow Planning Board meets twice a month and has two basic functions: long range planning and review of proposed development plans to ensure compliance with the town's zoning bylaws. Although only Town Meeting has the power to establish or amend Stow's zoning districts, articles of amendment to be included in a Town Meeting Warrant may be initiated either by the Planning board or by petition of private citizens. In either case it is the responsibility of the Planning Board to hold a public hearing and make recommendations to the Town Meeting.

The Planning Board is the granting authority for all Level 1 (Site Plan) special permits. The Board relies on the Board of Health for assurance that septic systems and wells are feasible and properly installed, on the Building Inspector for requiring Conservation Commission participation when wetlands or flood plains are involved and on the Board of Selectman for review relative to highway maintenance, police and fire protection.

If Planning Board approval is denied, a developer may appeal to the Zoning Board of Appeals (and through them to the Selectmen) or to the Middlesex District court, as a last resort.

The Stow Zoning Board of Appeals is made up of five members and four associate members. The members are ap-
pointed by the Selectman for 5 year terms with one term expiring each year. The bylaws of the town define the Zoning Board's duties as follows:

"This Board of Appeals shall, at all times, give consideration to the promotion of the public health, safety, convenience, and welfare, and this Board shall permit no building or structure or use of any premises which causes injury to any neighborhood or which is detrimental to any neighborhood, and the Board shall prescribe appropriate conditions and safeguards in each case."

The Board of Appeals has three specific powers:

1. Hearing and deciding on appeals, as indicated above;

2. hearing and deciding on applications for Level 2 Special Permits; and

3. Hearing and deciding on petitions for variances.

In all cases a public hearing must be held.

As the Level 2 Special Permit granting authority the Board has the power to attached conditions and limitations to any permit granted over and above requirements specifically identified in the bylaw in order to insure compliance with its stated duties.

In order to grant a variance, the Board must make the following findings:

1. The variance must be with respect to a particular parcel of land or to an existing building on the land.

2. There must be circumstances relating to soil conditions, shape, or topography es-
3. Literally enforcing the ordinance or by-law must involve substantial hardship, financial or otherwise, to the petitioner or appellant.

4. Desirable relief may be granted if there will not be substantial detriment to the public good, or nullification or substantial derogation from the intent and purpose of the ordinance or bylaw.

The Board must render a decision within 75 days after the filing of an appeal or variance petition and within 90 days after the public hearing for Level 2 Permit applications or the request is considered to have been granted.

Anyone aggrieved by a decision of the Board, be they developers, abutters or other town boards, may appeal to the superior court.

3. Major Town Issues

The Town of Stow is growing and changing rapidly. Though to date it has managed to hold onto its rural image and avoid the pains and pressures of rampant commercial development experienced by some of its neighbors,
like Acton and Sudbury; change is in the air. Two issues the town wrestled with this past year and another that is sure to be a major concern in the coming year are sufficient evidence.

The first, anywhere else would be totally benign. But for Stow, it is a singular event that is indicative of growth. Though debated at length, the 1985 Stow Town Meeting, by the required 2/3 majority, voted to approve plans for Stow's first traffic light at the intersection of Routes 117 and 62 in the center of town. The light was deemed necessary because traffic has increased substantially on both roads leading to numerous accidents. The significance of this light can only be appreciated when one considers the fact that it will be only the third light along the 22 mile length of Route 117 from Route 128 to Route 495 and the second is only now being installed in Concord.

The implications of the second issue are more far-reaching. Stow has only one apartment complex, and that is 50 units of elderly housing. Yet in 1984 Roy Smith, a local developer based in Acton, brought before the town a proposal for the phased construction of 225 townhouse condominiums on portions of the 500 acre Stow Acres Golf
Course, a site, as we noted above, that contributes significantly to the rural image of the town. (For a more detailed discussion of this proposal, See Chapter VI).

Finally, a proposal surfaced only this past July that is certain to become the subject of heated debate within the town in the coming year. That is the proposal of a Cambridge based developer, Thomas McCarthy, for the construction of two, 120,000 square foot office and R&D buildings, that would employ 350 to 400 people each, in an industrial zone off Route 117 near the intersection of Hudson Road and adjacent to the Digital Equipment facility an Old Bolton Road. A speculative proposal such as this is clear evidence that the development community is beginning to "discover" sleepy Stow. (See Exhibit 10, newspaper clippings on the proposal).

Nevertheless, Stow is a progressive town. The voters approved proposition 2 1/2 levy limit adjustments each of the last two years to fund needed town services and though his proposal never made it to the 1985 Town Meeting floor, Roy Smith has told me that an informal vote indicated substantial support for his proposal. Thus the town is not opposed to growth, the people only desire controlled growth. The character and pace of that
growth will be determined in the next few months as the results of a long range planning survey are tabulated and analyzed, (See Exhibit 11, Copy of Long Range Planning Survey and June 28, 1985 "Stow Villager" article).

B. THE NEIGHBORHOOD

1. Current Uses of Adjacent Properties

In our description of the site we noted that No. 5 Red Acre Road's frontage, while on Red Acre Road, is directly across from the historic Lower Village Common. Likewise, a portion of its south side yard, though on a discontinued section of the "Old County Road to Lancaster," is across from a 7,500 square foot extension of the common that serves as a buffer to the traffic on Great Road. This represents roughly 200 feet of the 422-foot length of the side yard. The remaining 222 feet of side yard fronts on Pompositticut Road. This is the treed knoll and the land rises steeply from a stone wall that marks the property line. Across Pompositticut Road at this location is the Lower Village Cemetery, Stow's first, with legible stones dating from 1711 and others thought possibly to be earlier, (Childs, page 23).

The 1.6 acre Lower Village Cemetery occupies the entire corner at the intersection of Pompositticut Road
and Great Road/Route 117. The land is quite attractive with mature trees and stone walls. Behind it are several other parcels, totalling some 12 acres or more, occupying the remainder of the triangular corner. In the middle of this wooded acreage closest to Pompositticut Road is a 2.5 acre pond, (See Site Location Plan, Figure 3). If a new building were constructed on the knoll that is part of No. 5's land, occupants would have the benefit of a substantial visual amenity. Only the view towards Erkkinen's Buick/Opel dealership would have to be screened by retained or newly planted trees or bushes.

On the same side of Pompositticut Road beginning at the eastern boundary of the site, are a series of single family house lots ranging in size from 1.5 to 2.5 acres. The land they are on is the land kept by the Fletchers when they sold No. 5 Red Acre Road to the Shoemakers. Though the Fletchers had a subdivision plan approved in 1955 with 9 lots, most of which were less than an acre, (See Plan Exhibit 12) they apparently did not sell. The lots today, with 200 foot minimum footage were clearly sold only since 1973 when the 1-1/2 acre lot size and 200 foot frontage requirements were added to the Stow zoning by law. The homes that have been constructed are also of a recent vintage.
No. 9 Red Acre Road's limited 43 foot frontage on Red Acre Road is directly across from the jog in the business zone that encompasses No. 14 Red Acre Road, as discussed in the zoning section. The current owner of the property, Kenneth Luechauer, an architect, has made some improvements and additions to the building that is known historically as the "Squire Hosmer Residence" after Rufus Hosmer who was Marshall on the day that Lafayette visited Stow. Luechauer has his architectural office in the basement and has rented space to a travel agent on the ground floor.

The rest of Red Acre Road, north of the site, is all single family lots with small older homes. The diminutive size of these lots, (several on the even side of the street are only 15,000 square feet, while the lots on the odd side are around 1/2 acre), and their limited, 100 foot frontage, indicates that they, unlike those on Pompositticut Road, were laid out long before any of the current zoning practices were even considered in Stow. There is also a substantial 12 acre parcel behind the lots on the odd side that has a thin, 18 foot passageway serving as access to Red Acre Road.
2. Current Uses of Nearby Properties

As indicated at the outset and in our discussion of zoning, the site is located on the fringe of Stow's primary business district, which is the retail and commercial center of the town. Starting at the southeast corner of the business district, at Erkkinen's Buick/Opel dealership, we will trace the uses along Great Road to the southwest corner of the district and then cross over and discuss the uses on the north side of Great Road until we return to the Stow Shopping Center located behind No. 14 Red Acre Road.

Next to Erkkinen's across from the common is a converted older home that Ms. Childs' tells us was once the home of Reverend and Mrs. Preston R. Crowell, authors of the 1933 history of Stow, (Childs, pages 136-137). It is now Pallians', a four-star, white-table-cloth restaurant specializing in international cuisine (See Photo 10). Though clearly not an historic restoration, the building has been attractively remodeled and landscaped in front. Parking is on either side. In fact, the building seems almost out of place, located as it is between the dealership and the next block of stores with offices above that was built in the late 1970's. This latter plaza, with its two-story, pseudo colonial style
building, known as "The Lower Village", has a BayBank/Middlesex office at one end of the ground floor with drive-up teller windows, a dentists' office on the other end and the Village Donut Shop and an insurance agency in between. One unique feature of the building is the access to the 7500 square feet of office space on the second floor. Driveways slope up from the parking lot in front on either side of the building and the office entrance is at grade at the rear of the building, (See Photo 11).

Next is a characterless Amoco Service station and next to it are two lots with two small, fairly non-descript buildings across from the western corner of the shopping center. Plans have recently been approved by the Planning Board, however, for a redevelopment of these parcels, now known as 132 Great Road (See "Plans and Prohibitions for the Area," below).

A short distance further down Great Road, no longer across from the shopping center, but still in the business zone, are two, very ordinary, new one-story buildings in a small plaza. One is a Family Federal Savings bank office, also with a drive-up window. The other houses a Century 21 Real Estate office, another dentist office and Double E. Enterprises, a data processing service.
PHOTO 11

LOWER VILLAGE
PHOTO 12

OLD HOME IN BUSINESS DISTRICT
Crossing over to the north side of Great Road we encounter two properties with large, old, single-family houses on them. They are also in the business district. One is a 15.5 acre parcel. The other is a 5 acre parcel abutting the shopping center with a handsome old house set well back from the road. (See Photo 12). Had I realized sooner that this property was in the business district, I could have chosen it for a far less complicated thesis study.

Continuing east back toward the site we come immediately to the Stow Shopping Center, which is a typical strip center set back from a massive parking area. A few separate buildings, however, are located on the road edge. First, we come to one of three entrances to the center. Next is a Sunoco gas station that is primarily pumps with a very small building housing attendants and a cash register on one of the pump islands. Then comes a fairly substantial and not unattractive branch office of the Hudson National Bank, again with drive through teller windows. Next to the bank is a second entrance to the center and set back a little from the road is a Fotomat kiosk.

Returning to the west end of the strip portion of the Shopping Center, which is set back some 300 feet from Great Road, we first encounter a large, former anchor
tenant type building, (formerly Mals Department Store), which is now offices for Data Terminal Systems as discussed above under town industries.

Moving east along the strip we find the following uses: a pizza/deli shop, a Radio Shack outlet, a cleaners, a drug store and a liquor store. Next is another larger facility that until recently was a Purity Supreme market, followed by a temporary employment agency, a barber shop, a hairdresser and another dentist's office. Finally, the center makes an L-shaped bend at this point, back towards Great Road, and a substantial bowling alley anchors the east end of the strip.

Following the line of the "L" back towards the road we come to the third entrance to the Stow Shopping Center which is more of an exit onto one-way Gardner Road, which forms the norther boarder of the Lower Village Common and runs in front of No. 14 Red Acre Road, and so to our site.

In summary, we have within a quarter of a mile of the site, three banks, three dentists' offices, two restaurants, two gas stations, real estate, insurance and employment offices as well as a variety of shops providing services and all the essential convenience shopping needs of the area. Truly the retail and commercial business center of the town.
3. Plans and Prohibitions for the Area

Until this past May the Stow Shopping Center complex was owned by Ralph and David Crowell, who started the center in the early 1950's. On May 31, 1985, however, the Crowells sold the property, excluding the Data Terminal building, to Steven Steinberg, an attorney and developer from Acton, who had been their tenant as owner of the Colonial Spirits liquor store in the center. Steinberg is also owner of the "Lower Village" office and retail complex at 118 Great Road across from the shopping center and he has recently become a partner with the developers of the proposed office and retail complex at 132 Great Road. In a very real sense, in terms of retail and small office development and ownership in Stow, Steven Steinberg is now it.

I met with Mr. Steinberg on July 16th, and he revealed to me his plans for the center, most of which have been described in articles from "The Stow Villager," (See Exhibit 13. Scrapbook of articles on the Center).

The first phase plans include renovation of the facade and storefronts to create a colonial motif with uniform signage to replace the present hodge-podge, a re-striping of the parking area to change the present angular design to a perpendicular design which is ex-
pected to increase the total number of parking spaces, addition of planting islands at the ends of the aisles and additional landscaping at Great Road. The second phase plans includes an expansion of the former Purity Supreme supermarket space from its present 22,000 square feet to at least 30,000 square feet commensurate with contemporary standards in order to attract a new supermarket to the space, and a major expansion of the center from the bowling alley towards Great Road to house a hardware store among other uses, that will add more than 26,000 gross square feet to the 45,000 existing in the main plaza. (See Site Plan and Elevation Plans, Figures 6 and 7). If completed as planned, this functional but uninspiring shopping center will have almost doubled in size to some 83,000 square feet and will become a major retail attraction for Stow and the surrounding areas.

Such a major facelift and expansion will serve as a significant amenity for our site and can only add to its value. As concerns the shopping center itself, John Avery of Avery Associates, an Acton-based appraiser, who did an appraisal for Mr. Steinberg, estimates that the value of the center after completion of the improvements will jump from a currently estimated market value of $750,000 to nearly $2.6 million.
The 132 Great Road site is to become a new 17,000 square foot office building with only one 4,000 square foot retail store pursuant to dictates of the Stow Planning Board, (See Exhibit 14, Article from the July 25, 1985 "Beacon").

These changes are all that are likely to happen in the business district for the foreseeable future and expansion of the business district any further west is unlikely as an effort to do so was defeated by Town Meeting in 1981 (See Exhibit 15, Article from "The Stow Villager", September 11, 1981 and excerpt from the 1981 Stow Town Report). Thus, it is safe to assume that if we can accomplish a rezoning of the site, we will have created substantial value in an area that is shortly to become an even more significant center of retail and business activity.
CHAPTER III. THE MARKET

A. MARKET AREA PROFILE

1. Market Area Defined

Although for certain of the uses being considered for this site a much larger market area can be justified, for purposes of statistical analysis we have narrowed our market area definition to include primarily the Town of Stow and seven bordering towns: Acton and Boxborough on the north, Harvard and Bolton on the west, Hudson alone on the south, and Sudbury and Maynard on the east.

As a secondary source for much of the population and income data, we will compare our statistics and projections with those prepared by an Arlington, Virginia firm that provides demographic forecasts on a site radius basis. Their November 1984 report prepared for Steven Steinberg, purchaser of the Stow Shopping Center, adjacent to our site, provides statistics and projections on 3, 5 and 10 mile radii.

2. Overview of Market Area

The market area consists of two distinct types of towns: the affluent, rural or semi-rural, suburban bedroom communities, including Action, Bolton, Boxborough,
Harvard, Sudbury and Stow and two less-affluent, more blue-collar former mill towns, Hudson and Maynard. Retail activity in these mill towns is concentrated in substantial downtown centers, their populations are much more densely settled, (1622 per square mile), and their single-family housing is older (44.2% before 1940) less expensive (1980 median value: $49,300) and is increasing in value at a slower rate (estimated at 7-7.5% per year), (See Table 3, Density and Housing). Two-family and multi-family housing and condominiums are permitted in both towns, while Hudson also allows Mobile Homes. Negative images associated with these two working class towns, according to Roy Smith, the developer who proposed townhouses/condominiums for the Stow Acres Country Club, have served to discourage development in nearby Stow. Nevertheless, downtown revitalization programs are underway in both towns and their image is beginning to improve. (See Exhibit 16, Articles from "The Stow Villager").

Of the bedroom towns, Acton and Sudbury are what I call "professional suburbs," based on the fact that development pressures have convinced the towns to hire professional town planners to help control the location and pace of growth. In recent years, both towns have
### TABLE 3

**MARKET AREA**

**DENSITY AND HOUSING**

<table>
<thead>
<tr>
<th></th>
<th>STOW</th>
<th>FIVE TOWNS</th>
<th>2 MILL TOWNS</th>
<th>MARKET AREA TOTAL</th>
<th>MIDDLESEX COUNTY</th>
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<tbody>
<tr>
<td>1984 POPULATION*</td>
<td>5445</td>
<td>49,992</td>
<td>27,414</td>
<td>82,851</td>
<td>N/A</td>
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<tr>
<td>LAND AREA (Sq. Mi.)</td>
<td>17.94</td>
<td>102.91</td>
<td>16.9</td>
<td>137.75</td>
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<tr>
<td>PERSONS/SQ. MI.</td>
<td>303.5</td>
<td>485.8</td>
<td>1622.1</td>
<td>601.5</td>
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<tr>
<td>NO. HSG. UNITS</td>
<td>1660</td>
<td>15,530</td>
<td>9,028</td>
<td>26,218</td>
<td>491,777</td>
</tr>
<tr>
<td>% 1975-80</td>
<td>19.7</td>
<td>11.8</td>
<td>6.6</td>
<td>10.5</td>
<td>5.2</td>
</tr>
<tr>
<td>% Pre-1940</td>
<td>28.7</td>
<td>14.8</td>
<td>44.2</td>
<td>25.8</td>
<td>47.4</td>
</tr>
<tr>
<td>% OWNER OCC.</td>
<td>84.2</td>
<td>65.3</td>
<td>66.2</td>
<td>66.6</td>
<td>56.3</td>
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<td>% RENTER OCC.</td>
<td>10.7</td>
<td>30.0</td>
<td>31.1</td>
<td>29.2</td>
<td>40.5</td>
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<tr>
<td>1980 MEDIAN VALUE</td>
<td>$76,200</td>
<td>$86,380</td>
<td>$49,300</td>
<td>$75,800</td>
<td>$56,900</td>
</tr>
<tr>
<td>ANNUAL HOUSING INFLATION FACTOR**</td>
<td>11.5%</td>
<td>11.9%</td>
<td>7.25%</td>
<td>10.7%</td>
<td>N/A</td>
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<tr>
<td>ESTIMATED 1985 MEDIAN VALUE</td>
<td>$131,320</td>
<td>$151,500</td>
<td>$69,960</td>
<td>$126,000</td>
<td>N/A</td>
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</tbody>
</table>

*Assumes a stable population of 12,170 in the Town of Harvard
**Estimates provided by John G. Sharpe, President, Lincoln Agency, Inc., a recognized expert in the suburban housing field.

Source: 1980 U.S. Census of Housing
seen substantial retail and commercial or office business development along major roads serving the towns, Route 2A in Acton and Route 20 in Sudbury. The three more rural towns, Bolton, Boxborough and Harvard, have very limited retail shopping facilities. Residents in these towns must go elsewhere to shop. Interstate Route 495 runs through all three of the rural towns, but only Boxborough has seen any office or R&D development. Boxborough also has a Sheraton Inn and Conference Center. Stow is somewhere between the professional suburbs and rural towns. There is retail activity on Route 117 in the Stow Shopping Center area, but the town is resisting the concept of a town planner and commercial or office business development has yet to reach what might be termed substantial proportions.

Housing in the five bedroom towns is evenly balanced with less than 15% built before 1940. It is expensive (1980 average median value $86,380) and is increasing substantially in value (estimated at 11.9%/year on average). Nearly 29% of Stow's housing was built before 1940. Unlike the mill towns in which the older housing is from the early 20th century, the older housing in Stow dates from the 18th and 19th centuries. Housing values in Stow are only slightly lower than in the five towns
(1980 median value $76,200) and it is increasing at comparable rates (estimated at 11.5% per year). Multi-family housing and/or condominiums are permitted in Acton and Boxborough but not in Bolton, Harvard, Sudbury or Stow.

B. MARKET AREA DEMOGRAPHICS

1. Population

The 1980 population of the eight towns in the primary market area was 80,539, an 11.2% increase over 1970. While this growth may appear moderate when compared to the 67.6% growth in the 1960-1970 "baby boom" era for seven of the towns, (excluding Harvard for which 1960 data was not available), it is substantial when compared to the 2.2% population decline sustained within Middlesex County for the same 1970-1980 period. Furthermore, if we exclude the two mill towns, Hudson (2.0%), and Maynard, which experienced a population decline (-1.2%) and consider only the five most rural towns, the 1970-1980 growth is an extraordinary 19%, (See Table 4, Population and Population Growth).

The Metropolitan Area Planning Council (MAPC), the officially designated regional planning agency for 101
## TABLE 4
MARKET AREA
POPULATION AND POPULATION GROWTH

<table>
<thead>
<tr>
<th>MAPC ACTUAL</th>
<th>STOW</th>
<th>FOUR TOWNS*</th>
<th>2 MILL TOWNS</th>
<th>MARKET AREA TOTAL</th>
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<tbody>
<tr>
<td>1960 Population</td>
<td>2,593</td>
<td>16,693</td>
<td>17,361</td>
<td>36,647</td>
</tr>
<tr>
<td>Change 1960-1970</td>
<td>56.6%</td>
<td>89.5%</td>
<td>48.6%</td>
<td>67.6%</td>
</tr>
<tr>
<td>1980 Population</td>
<td>5,144</td>
<td>37,227</td>
<td>25,998</td>
<td>68,369</td>
</tr>
<tr>
<td>Change 1970-1980</td>
<td>29.1%</td>
<td>17.7%</td>
<td>0.8%</td>
<td>11.3%</td>
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MAPC PROJECTED

<p>| | | | | |</p>
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<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>1985 Projected</td>
<td>6,000</td>
<td>41,000</td>
<td>27,100</td>
<td>74,100</td>
</tr>
<tr>
<td>Change 1980-1985</td>
<td>16.6%</td>
<td>10.1%</td>
<td>4.2%</td>
<td>8.4%</td>
</tr>
<tr>
<td>1990 Projected</td>
<td>6,900</td>
<td>45,200</td>
<td>28,100</td>
<td>80,200</td>
</tr>
<tr>
<td>Change 1980-1990</td>
<td>34.1%</td>
<td>21.4%</td>
<td>8.1%</td>
<td>17.3%</td>
</tr>
<tr>
<td>1984 Actual Population**</td>
<td>5,445</td>
<td>37,822</td>
<td>27,414</td>
<td>70,681</td>
</tr>
<tr>
<td>Change 1980-1984</td>
<td>5.9%</td>
<td>1.6%</td>
<td>5.4%</td>
<td>3.4%</td>
</tr>
</tbody>
</table>

* Harvard (1980 population 12,170) is not in the MAPC region.
**Per Individual Town Clerk Records

Source: MAPC, "Regional Decline or Revival", May 1982
cities and towns in the Boston metropolitan area, in their 1982 report, "Regional Decline or Revival," predicted that the seven towns in the MAPC Region that are in our primary market area (Harvard is not in the MAPC) will continue to grow substantially through the 1980's. Their projection is for 17.3% growth 1980-1990. Two of the towns, Maynard and Sudbury, are expected to have stable populations through the decade while the remaining five are expected to grow substantially (26.5%) in spite of a predicted stable population within the MAPC Region as a whole. The reasons given for continued growth in these five and 27 other communities in the MAPC region are:

"First, these communities grew rapidly during the past decade. Second, these communities contain relatively large amounts of undeveloped residentially-zoned land. Third, these communities are experiencing rapid increases in employment, and are conveniently located along major transportation arteries."

Were were to rely on the MAPC predictions and assume a stable population in Harvard (for lack of better information), the population in our primary market area would reach 86,270 by 1985 and 92,370 by 1990. Figures for 1982 presented in a 1984, MAPC update, however, do not support the earlier projections. They show a stable
(.03%) population in our market area. This result is consistent with the market radius data prepared by CACI of Arlington, Virginia for the Stow Shopping Center sale. They employed counts updated to 1984 and predicted a continued stable population through 1989, (See Exhibit 17, Demographic Forecast Report).

Nevertheless, MAPC is undaunted. Acknowledging that Stow (1.5%), Bolton (5.6%) and Hudson (2.4%) grew considerably less than projected while Action (-.7%) and Boxborough (-2.8%) actually lost population, the MAPC suggests that "above-average housing costs combined with consumer reluctance to incur debt during the 1980-1982 recession may have restricted residential development" and thereby kept the population figures low.

A check of town clerk records for 1984 reveals some startling statistics. The two mill towns have exceeded predictions (5.4% growth) while the five bedroom towns have remained relatively stable (1.6%). Stow has grown steadily at 5.9%, but is below MAPC predictions (See Table 4).

One suspects that the lower priced, more affordable home prices in the mill towns has contributed to their growth while restrictive zoning and approvals processes in the once rural bedroom towns may have contributed to
slower than predicted growth. The availability of resi-
dentially-zoned land alone is no guarantee that housing
can in fact be built.

Be that as it may, we can still say with confidence
that the market area is a growth area in terms of
population relative to other eastern Massachusetts
communities, even if that growth is to be slower than
predicted by MAPC.

The population in the market area, as in Middlesex
County, is overwhelmingly white (95.1%). It is young
(Median Age: 29.4 years in market area vs. 30.9 years in
Middlesex County), and it is well-educated (84.5% High-
school graduates and 34.7% college graduates). These
education figures would be more impressive, however, were
it not for the two blue-collar, mill towns, in which only
68.9% of persons 25 years and older are high school grad-
uates and only 15% are college graduates, well below Mid-
dlesex County percentages. In the five bedroom towns,
92.9% are high school graduates and 45.3% are college
graduates, while the Stow figures are 88.2% high school
graduates and 38.8% college graduates, all of which are
substantially above Middlesex County percentages, (See
Table 5, Race, Age and Education).
### TABLE 5

**MARKET AREA**

**RACE, AGE AND EDUCATION**

<table>
<thead>
<tr>
<th>RACE</th>
<th>STOW NO.</th>
<th>STOW %</th>
<th>FIVE TOWNS NO.</th>
<th>FIVE TOWNS %</th>
<th>2 MILL TOWNS NO.</th>
<th>2 MILL TOWNS %</th>
<th>TOTAL NO.</th>
<th>TOTAL %</th>
<th>MIDDLESEX COUNTY NO.</th>
<th>MIDDLESEX COUNTY %</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>4943</td>
<td>96.1</td>
<td>46,548</td>
<td>94.2</td>
<td>25,097</td>
<td>96.5</td>
<td>76,588</td>
<td>95.1</td>
<td>1,300,115</td>
<td>95.1</td>
</tr>
<tr>
<td>Black</td>
<td>27</td>
<td>.5</td>
<td>1,545</td>
<td>1.0</td>
<td>111</td>
<td>.4</td>
<td>1,683</td>
<td>2.1</td>
<td>25,358</td>
<td>1.9</td>
</tr>
<tr>
<td>Hispanic</td>
<td>29</td>
<td>.6</td>
<td>734</td>
<td>1.5</td>
<td>533</td>
<td>2.1</td>
<td>1,296</td>
<td>1.6</td>
<td>23,537</td>
<td>1.7</td>
</tr>
<tr>
<td>Other</td>
<td>145</td>
<td>2.8</td>
<td>570</td>
<td>2.8</td>
<td>257</td>
<td>1.0</td>
<td>972</td>
<td>1.2</td>
<td>18,024</td>
<td>1.3</td>
</tr>
<tr>
<td>Total</td>
<td>5144</td>
<td>100</td>
<td>49,397</td>
<td>100</td>
<td>25,998</td>
<td>100</td>
<td>80,539</td>
<td>100</td>
<td>1,367,034</td>
<td>100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Median Age*</th>
<th>30.6 yrs.</th>
<th>28.9 yrs.</th>
<th>30 yrs.</th>
<th>29.4 yrs.</th>
<th>30.9 yrs</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NO. PERSONS</th>
<th>25 Yrs. or Older</th>
<th>25 Yrs. or Older</th>
</tr>
</thead>
<tbody>
<tr>
<td>STOW</td>
<td>3004</td>
<td>26,951</td>
</tr>
<tr>
<td>FIVE TOWNS</td>
<td></td>
<td>15,225</td>
</tr>
<tr>
<td>2 MILL TOWNS</td>
<td></td>
<td>45,180</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>829,184</td>
</tr>
</tbody>
</table>

| % High School Graduates | 88.2 | 92.9 | 68.9 | 84.5 | 77.4 |
| % College Graduates    | 38.8 | 45.3 | 15.0 | 34.7 | 26.3 |

*Within groups median age is average for the group.

2. Income

As stated previously, the market area is an area of considerable affluence. 1980 per capita income in the market area was $9,442, 12% higher than in Middlesex County. In the two mill towns, it was only $7,535 while in the five bedroom towns it was $10,127. Per capita income in Stow was $9,832. 1980 Median family income in the market area was $28,463, 18.4% higher than in Middlesex County. In the two mill towns, it was $23,265, while in the five bedroom towns it was $29,950. Median family income in Stow was $31,423. 1980 median household income in the market area was $25,860, 26.6% higher than in Middlesex County. In the two mill towns, it was $21,005, while in the five bedroom towns, it was $26,942. Median household income in Stow was $30,155 in 1980, (See Table 6, Income). While higher income figures for Sudbury are absorbed into the five town averages, it is important to note that income figures for Stow in each case are above the averages. Of the eight towns, Stow is second to Sudbury only in affluence.

The five mile radius figures prepared by CACI of Arlington are comparable in all cases (See Exhibit 17). CACI has also provided a 1984 update of the 1980 figures. In order to provide perspective to our 1980 figures, we
TABLE 6
MARKET AREA

INCOME*

<table>
<thead>
<tr>
<th></th>
<th>STOW</th>
<th>FIVE TOWNS</th>
<th>2 MILL TOWNS</th>
<th>MARKET AREA TOTAL</th>
<th>MIDDLESEX COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Capita</td>
<td>$9,832</td>
<td>$10,127</td>
<td>$7,535</td>
<td>$9,442</td>
<td>$8,439</td>
</tr>
<tr>
<td>No. Families</td>
<td>$1,353</td>
<td>$11,981</td>
<td>$6,798</td>
<td>$20,132</td>
<td>$339,433</td>
</tr>
<tr>
<td>Median</td>
<td>$31,423</td>
<td>$29,950</td>
<td>$23,265</td>
<td>$24,633</td>
<td>$24,039</td>
</tr>
<tr>
<td>Mean</td>
<td>$33,067</td>
<td>$33,469</td>
<td>$26,169</td>
<td>$31,102</td>
<td>$27,660</td>
</tr>
<tr>
<td>No. Households</td>
<td>1,571</td>
<td>14,782</td>
<td>8,820</td>
<td>25,173</td>
<td>475,639</td>
</tr>
<tr>
<td>Median</td>
<td>$30,155</td>
<td>$26,942</td>
<td>$21,005</td>
<td>$25,860</td>
<td>$20,433</td>
</tr>
<tr>
<td>Mean</td>
<td>$31,995</td>
<td>$31,027</td>
<td>$21,914</td>
<td>$28,870</td>
<td>$23,946</td>
</tr>
</tbody>
</table>

| No. Persons per Household | 3.24 | 3.07 | 2.92 | 3.05 | 2.77 |

* Stow and Middlesex County Figures are as listed. Within groups figures are averages for the group.

have applied the 1980 to 1984 percentage increase ratio in each category from the CACI 5-mile radius report to our figures. As a result, we estimate 1984 per capita income in the market area to be $12,688. Median family income would be $37,974 and median household income would be $36,519. Using the same formula, median household income in Stow alone is estimated at $42,584 for 1984.

3. Employment

Residents of the market area were employed primarily in managerial and professional occupations in 1980 (37.3%) and secondarily in technical sales, administration and support occupations (29.0%). Most (72.4%) are commuters, who work outside their area of residence, (See Table 7, Occupations of Employed Persons). The distinction between the mill towns and the bedroom towns, however, is important to consider. In the blue-collar, mill towns the largest percentage or occupations are in the technical sales, administration and support category (28.3%) followed by operators, fabricators and laborers (24.4%). Only 21.8% of the employed residents in these mill towns are in managerial and professional occupations. In the bedroom towns, managerial and professional
occupations are far and away the largest category at 47.8%, followed by technical sales, administration and support occupations (29.5%), indicating that the description of these towns as executive bedroom communities is accurate. Stow is only slightly behind with 40.8% in managerial and professional occupations and 28.9% in technical sales, administration and support occupations. Stow is ahead, however, in the percentage of persons working outside their area of residence, 84% to 78.4% in the other bedroom towns.

One final statistic is worthy of note. While of those reporting place of work in the 1980 census, only 2.1% in the market area reported that they worked at home, in Stow nearly four percent (3.8%) worked at home. This reflects the unique feature of Stow's zoning bylaw that permits in-home professional offices in the residential district.
### TABLE 7

MARKET AREA

OCCUPATIONS OF EMPLOYED PERSONS AND PLACE OF

<table>
<thead>
<tr>
<th></th>
<th>STOW</th>
<th>FOUR TOWNS*</th>
<th>2 MILL TOWNS</th>
<th>MARKET AREA TOTAL</th>
<th>MIDDLESEX COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO. EMPL. 16 yrs. plus managerial and professional</td>
<td>2,620</td>
<td>18,817</td>
<td>13,475</td>
<td>34,912</td>
<td>681,640</td>
</tr>
<tr>
<td>Technical Sales Administration and Support</td>
<td>40.8%</td>
<td>47.8%</td>
<td>21.8%</td>
<td>37.3%</td>
<td>30.7%</td>
</tr>
<tr>
<td>Service</td>
<td>10.5%</td>
<td>7.7%</td>
<td>11.4%</td>
<td>9.3%</td>
<td>11.5%</td>
</tr>
<tr>
<td>Farming</td>
<td>0.1%</td>
<td>0.9%</td>
<td>0.7%</td>
<td>0.8%</td>
<td>0.6%</td>
</tr>
<tr>
<td>Precision Product Craft and Repair</td>
<td>7.2%</td>
<td>7.0%</td>
<td>13.4%</td>
<td>9.5%</td>
<td>10.4%</td>
</tr>
<tr>
<td>Operators, Fabricators and Laborers</td>
<td>12.6%</td>
<td>7.1%</td>
<td>24.4%</td>
<td>14.2%</td>
<td>13.7%</td>
</tr>
<tr>
<td>Working Outside Area of Residence</td>
<td>84.0%</td>
<td>78.4%</td>
<td>61.6%</td>
<td>72.4%</td>
<td>72.4%</td>
</tr>
<tr>
<td>Work at Home</td>
<td>3.8%</td>
<td>2.4%</td>
<td>1.3%</td>
<td>2.1%</td>
<td>1.7%</td>
</tr>
</tbody>
</table>

*1980 Census Data for Harvard is contradictory and confusing relative to employment.

CHAPTER IV. THE PROPOSAL

A. THE OPTIONS

1. Restaurant, Inn or Bed and Breakfast Inn

While at first glance the dearth of eating establishments in Stow might indicate a need for additional restaurants (Only Pallians, serving the high end of the market and the Village Pizza/Deli, serving the low end, currently operating in Stow). There are certain problems that make conversion of the site to restaurant use impractical.

First, although only the two restaurants exist in Stow, the market area for a restaurant of any quality cannot be limited to a single town and the competition in surrounding towns is substantial. While both Bolton and Boxborough have only one restaurant each, as far as I can determine, (Boxborough's is in the Sheraton Inn) and Harvard has none; Acton has at least 20, including McDonald's, Burger King and Pizza Hut, two of which, French restaurants in similar restored older homes, aspire to the quality of a Pallians. Maynard has 11 restaurants and Hudson has 17, mostly of the luncheon or pub type with names such as "Bar Lunch," and "The Poor Farm Restaurant." Three restaurants in these mill towns, two in Maynard and one in Hudson, are of the Hilltop Steak House variety with seating capacities in excess of 300, while
only one in Maynard, again a French restaurant, aspires to Pallian's quality. Sudbury has at least ten restaurants, three or four of which aspire to Pallian's quality. From first hand knowledge, I can testify that two of these succeed: Longfellow's Wayside Inn, a substantial facility near the Marlborough line on Route 20, and Tom Shea's, a small restaurant also in a restored older home.

An Inn or Bed and Breakfast Inn would suffer from similar problems associated with water and sewer usage. But an Inn could utilize the entire site with No. 9 Red Acre Road containing family cottage rooms, the restored barn serving as a restaurant, possibly with rooms on the second floor, and a new building on the knoll serving as an annex to the main inn building at No. 5 Red Acre Road. Such an intensity of use (say 20 to 25 rooms) might justify the additional expense of well and septic system enlargement. Still parking requirements would be such that the parking lots would take away any charm the site may now possess, because the restaurant parking requirements would be tacked onto the motel room and employee requirements if the restaurant were to be open to the public at large as it must be to succeed. Besides the answer to the question: Who would rent a room at this location and why? is unsatisfactory.
There are no hotels, motels or lodging facilities in Stow, and there is a definite shortage of rooms in the market area and its vicinity. The shortage, however, is in the business and conference market. At present, in our market area only the Sheraton Inn in Boxborough (143 rooms) caters to this clientele. Although the assistant manager I talked to would not reveal annual occupancy percentages, her comments, which indicated a significant drop in occupancy on the weekends, confirm the suggestion that it caters to the business market. The Concordian Motel (53 rooms) in Acton and the Maynard Motel are not in the same class. Extending the market area boundaries we find a Holiday Inn (200 rooms, 70% annual occupancy) in Marlborough near Route 495 and a Howard Johnson's (106 rooms, 70% annual occupancy) in Concord also serving this market. Without conference facilities, then, the site is clearly unable to accommodate the weekly business traveller market.

Only tourists and casual visitors could be served by the kind of "country inn" operation this site lends itself to. Successful country inns in the area include Longfellow's Wayside Inn, mentioned above, and the Colonial Inn in Concord. Both of these have long traditions as inns and serve tourists visiting nearby historical sites. Although No. 5 Red Acre Road was once operated as
an inn, a tremendous marketing effort would be required to even begin to approach the historic associations connected with the Wayside and Colonial Inns, and Stow has no historic sites of comparable tourist interest.

Finally, as one broker insisted when I asked, operation of an inn or bed and breakfast inn is a business that requires on-site, owner/manager, 24 hour a day attention to succeed. It would not be a real estate deal as we know it. When one considers the fact that obtaining town approvals would be a path-blazing effort, along with the restraints already mentioned, an inn or bed and breakfast inn becomes an unacceptably difficult option to pursue.

2. Single or Two-Family Housing

Although single-family home values in the bedroom town sector of the market area, according to local brokers, have increased 30% in the last six months and demand is unlikely to abate in the immediate future due to a shortage of supply; acquisition, rehabilitation and resale of individual single-family homes is not the kind of real estate deal the MIT Center for Real Estate Development has trained its students to pursue. Single-family or two-family uses of this site, which are permitted...
under current zoning, would only be an option if acquisition were required for control of the site and a rezoning, request subsequently failed. In that case a small return on initial investment could be realized, if the original purchase price was not predicated on business use value, and the cost of improvements to No. 5 Red Acre Road, when added to the purchase price, did not exceed single-family market values.

3. Retail, Office or Office and Retail

We have noted several times the proximity of this site to Stow's primary business district and retail center, and we have discussed the importance of an extension of that business district to any proposed new commercial use of the site. Logic and good business sense tell us that uses at the site should be consistent with current uses in the business district, able it with some sort of marketing edge, and that introduction of an entirely new use, such as an inn or bed and breakfast inn, is challenging the existing market to change its habits. The retail, office or office and retail combination options, therefore, appear to hold the most promise.

Retail alone presents insurmountable problems, particularly in regard to the parking requirements in the
zoning bylaws, the scattered location of buildings on the site and the height of No. 5 Red Acre Road. Strip shopping centers have been a success because of the adjacency and ground floor location of the stores. Retail is a first floor business, the virtual abandonment of the upper floors at No. 5 Red Acre Road to storage use would be economically inappropriate. In addition, the intrusion of retail uses at this site would be a source of considerable opposition in the town, because the intensity of retail activity, with its attendant auto and pedestrian traffic, would be inconsistent with the venerable character of the historic Lower Village Common area. Site, zoning and political restraints, therefore, seem to dictate that business or professional offices be the primary use of the site, and that is what I intend to propose.

B. SURVEY OF THE COMPETITION

1. Introduction

During my research into the office market in Stow and surrounding towns, I was fortunate to have the invaluable assistance of two commercial brokers; two local developers and a real estate appraisal specialist. The two brokers, Peter Kien of Vestcom, the commercial arm of
Acton Real Estate, and Gordon Brown of Robert Rowe Realtors in Acton, together are involved with some 75% or more of the commercial transactions in the area. Unlike the fiercely competitive residential condominium market, commercial brokerage in the area, according to Peter Kien, is an open process. The national brokers, Leggatt, McCall and Werner, for example, meet regularly with the local brokers to exchange information about current market conditions. The national brokers then call the local people when they need a site or a certain product for a client.

The two developers are both very active in the west suburban market. Steven Steinberg, the purchaser of the Stow Shopping Center, is involved with a variety of retail, office and small R&D products. Roy Smith, developer of the Stow Acres Country club proposal, is involved primarily with residential and smaller office developments. The appraiser, John Avery, AIREA,MRA, of Avery Associates in Acton, who did the appraisal of the Stow Shopping Center, does appraisal for both private developers and lenders, including the Middlesex Savings Bank and the Provident in Boston.
2. Overview of the Office Market

Several very distinct types of office products exist in the market area. There are the high tech corporate headquarters buildings, such as the Digital and Radant Systems buildings in Stow; and there are the familiar brick and glass speculative suburban office or R&D buildings that aspire to corporate headquarters status. From one to three stories high, these buildings, in this area, range in size from a minimum of 20,000 up to 100,000 square feet, with some variety of materials, mostly a switch to wood, in the smaller buildings. A few rehabilitations of brick mill buildings can also be included in this category.

Attached as Exhibit 18 are selected listing of buildings of this type from the "New England Real Estate Directory," Spring 1985 quarterly edition. Page one lists 12 projects in the primary market area. Pages two and three list eight in nearby Concord, three in Littleton and twenty-five in Marlborough.

Of the 365,000 square feet in nine existing buildings listed in the primary market area towns, nearly 33% is show as available (vacant). Actual vacancy today, due to leasing activity at Strawberry Hill in Acton and the
Mill Pond Building in Maynard, is closer to 16%. But that does not include the 400,000 square feet in four new buildings in Boxborough and Hudson, scheduled to come on line this year. In Concord the situation is similar with 17% vacant, while in Littleton only a 9.1% vacancy is shown, with one new building coming on line. Of the over 1.3 million square feet of existing space shown in Marlborough, however, (excluding the six listings coming on line later in 1985, representing over 400,000 square feet of new space), 688,000 square feet or over 50% is vacant. The market for this product is soft, to say the least, and the expected bonanza from Route 495 sites has yet to materialize, as expansion of the major high tech firms, Wang, Digital, etc., the large space users, has ground to a halt.

Overbuilding has particularly hurt the office segment of the market, where rents range from $11.00 triple net to $20.00 gross, or from $13.50 to $16.00 on a single or double net basis. "I used to get two to three calls a week for office buildings" said Peter Kien, a broker who specializes in these office and R&D buildings, "but eight months ago the calls stopped." "Calls today, he added, "are for R&D and light assembly space in the 5,000 to 50,000 square foot range, with most around 20,000 square feet." His clients are the successful computer software
and high-tech support companies looking for larger space to support their growing operations. They want the R&D building, which are constructed with 10% office space and 90% open assembly area, because the rents are cheaper, ranging from $8.50 to $10.50 per square foot. Before moving in, they partition the assembly areas to create more office space.

The "start-up" companies, the 1500 to 2500 square foot users, Peter Kien claims, "call about specific, well-located, R&D buildings they've seen and inquire about left over space." Interestingly enough, due to leasing practices for the smaller spaces, which are rented on a monthly basis rather than with specific reference to dollars per square foot, these users end up paying rents comparable to those for pure office space.

Wood frame construction characterizes the next order of office building products, those in the under 5,000 to 20,000 square foot range. The office space is often located on the second floor above retail uses in a small strip center. Steven Steinberg's "Lower Village" shopping center in Stow near the site, is an example, (See Photo 12 and Exhibit 19, Robert Rowe Realtors listing summary and Floor Plans for the space). No. 118 Great Road, as previously noted, is somewhat unique because the office entrance in the rear is at grade. Others of this
type are in similar buildings with greatly reduced retail activity on the ground floor. The 132 Great Road proposal in Stow Steven Steinberg is involved with will be of this type as is the so-called "Town Center Professional Building" in the compact business district in Stow (See Exhibit 20, Photo Listing Data and Newspaper Ads.) Last within this category are the office only type in single buildings or mini-office parks. These are sometimes office condominiums sold to professionals for their own use or to investors, who rent out the space.

Sudbury has seen a number of these office or office and retail products built in the last few years along Route 20. So many, in fact, that a one-year commercial construction moratorium article was only narrowly defeated at the 1984 Sudbury Town Meeting. The quality varies and the well-located, well-designed ones have succeeded, as tenants in Sudbury's older, rather drab buildings, have relocated within the town to the newer locations.

The market for this product is also soft, with rents comparable to or slightly below those in the larger buildings discussed above. Although the 7500 square feet in Steinerg's 118 Great Road building is vacant, it is not a fair barometer of the Stow market, because it is under a long term lease and is available only as a
sub-lease. The 2700 square feet available at the Town Center Professional Building, however, is a different story. The property first went on the market in 1984 as office condos at $105 per square foot, with very limited success. The ground floor is occupied by a family counseling service, an attorney, a small computer related business and the Apple Country Real Estate office. The second floor, however, has remained vacant. Maryellen Burns, a broker with Apple Country Real Estate who handles the listing, tells me she "cannot understand why the space hasn't moved." They have had several prospects go all the way through the space planning stage, including an investor who intended to establish offices with shared services in the space, only to have the deal fall through at the last minute. At present, an architect seems most interested. The space is unfinished, according to Ms. Burns, and the owner is beginning to realize that he may have to finish the space in order to attract a tenant, because most prospects have trouble visualizing the finished product. My suspicion is that the buildings' uninspiring architecture is a major contributor to market resistance.

The third category of office product is the restored older 2-4 family or larger single-family home located near town business centers or along secondary highways.
Usually around 5,000 square feet, more or less, these buildings are architecturally distinct, fit well with the rural image of the towns in which they are located and, although formerly only occupied by real estate, insurance or law offices, today they are meeting the needs of the start-up high-tech support companies, the 1500 to 2500 square foot users, who seek a corporate image that will not be overshadowed in the 20,000 to 100,000 square foot buildings.

Acton, where many of these older buildings are located in business zones, has seen a considerable number of these completed and leased in the last few years. Roy Smith, who has made these conversions a specialty supplementing his residential development activity, has done a number of these along Route 2A. His office, in fact, is in one at 292 Great Road (See Photo 13).

While the office market in general is soft, demand for these buildings far exceeds supply, according to Smith, who expects to do $40 million worth of construction this year and claims he turns away a half a million dollars of business a week from clients looking for this kind of product.

Rentals are comparable to the larger office products, at $13.50 to $16.00 net, net, although they are often rented like the left over industrial building space.
PHOTO 13

ROY SMITH'S OFFICE
PHOTO 14

298 GREAT ROAD
LITTLETON
PHOTO 15

294 GREAT ROAD
LITTLETON
on a monthly rental/unit basis. Because many of them are historic or nearly so, rooms are essentially retained and construction costs are less than for a "gut" rehab at from $30 to $45 per square foot. Although sprinklers and other life-safety features are required, if retail or medical facilities are included, the only construction issue for offices is the fire code requirements for at least one enclosed, fire rated stairway. Roy Smith has made this the rear stairway in his buildings so it will not intrude on the overall charm of the buildings. Smith did three of these next to each other a few years ago, just outside Littleton Center at 294, 298 and 308 Great Road (Route 2A). Construction costs were $25 and rentals are at $11.50 per square foot (See Photos 14 and 15).  

Tenants in the Littleton buildings run the gamut from the traditional real estate, law and doctors offices, (a psychiatric clinic and chiropractors' office in this case) to the start-up computer software or high-tech support businesses, (there are four such firms in the Littleton buildings).

This then is the kind of product we are proposing for the Red Acre Road site in Stow. There are none currently in Stow, except for a Foster and Foster real estate office, with no extra space for lease, and the of-
office space competition in Stow, in the strip-center type buildings, cannot begin to approach the kind of charm and ambience we can create at the site. Add to this the potential in-town market that Apple Country Real Estate targeted with their advertisement, i.e., the "in-home" businesses so prevalent in Stow, that may have outgrown their current locations, and I believe we can create a product that will find wide acceptance in the marketplace.

C. THE PROPOSAL

The development we are proposing consists of the acquisition, rehabilitation and conversion to office use of the two properties known as No. 5 and No. 9 Red Acre Road in Stow, Massachusetts. The development will be constructed in two phases. The first phase will consist of the rehabilitation of the existing structures at the site as well as the re-construction of the former barn at No. 5 Red Acre Road. Marketable space in the first phase will total an estimated 11,900 square feet. The second phase will consist of the new construction of an additional wood-frame building on the knoll at No. 5 Red Acre Road. The timing of construction and the design of this new building will be determined by market demand and/or
the requirements of the intended user. Design guidelines, however, will be established to require harmony with the style and historic character of the existing buildings on the site. Although it is expected that the minimum dimensions of this new building will be 30 feet by 60 feet to allow flexibility with regard to interior layouts in accordance with contemporary office building standards, exterior and interior construction details will be designed to create the impression that the new building is as historic as the existing buildings. Marketable space in this new building will total 4,500 square feet, for a total of 16,400 square feet in the development upon completion of the two phases.

The development will be known as "Pompositticut Inn Office Park" to reflect the former use of No. 5 Red Acre Road, and will be a rental project due to the difficulties associated with defining the ownership units in older home conversions and the apparent lack of market demand for office condominiums in the town as evidenced by the market failure of the Town Center Professional Building condominiums. A sale of No. 9 Red Acre Road and/or of the entire development to an individual tenant or professional group (of physicians for example, will be considered and welcomed.
In the following chapters, we will review the proposed site plan, the expected development costs and proposed public approval process and marketing strategies.
CHAPTER V. THE COST

A. SITE PLAN

The proposed site plan (See Figure 8) has been developed with two primary goals in mind. First, to provide the maximum buffer feasible between activity on the site and the residential uses to the north and east. Second, to provide sufficient parking within the lot lines of the individual parcels to serve the buildings therein located. The purpose being to insure that parking requirements to serve the buildings at No. 5 Red Acre Road can be met on that site in case we are unable to acquire No. 9 Red Acre Road.

A 115-foot buffer zone has been achieved between the nearest edge of the parking lot on the knoll and the property line of the first house to the east down Pompositticut Road and, pursuant to zoning requirements, a 50-foot rear yard setback has been retained between the new building and Pompositticut Road. To accomplish this, however, the slope of the driveway leading to the turnaround and parking areas for the new building is slightly steep at 9% (Estimated 20-foot rise over a 220-foot run). Although acceptable according to site planning standards, a slope of 7% to 8% is preferable. An adjustment,
therefore, may have to be made to the buffer zone. Nevertheless, a buffer of at least 75 feet can still be provided if the slope is adjusted to under 8%. The existing setback of the building at No. 9 Red Acrea Road from its neighbor to the north will be retained and parking facilities will be located to the south of the building.

In calculating parking requirements, we have assumed a 25% deduction from gross square footage for lobbies, bathrooms and circulation spaces in buildings and 250 square feet per employee. One space is required for every two employees, and one space for every 1000 gross square feet of building area, according to the paragraph discovered missing from the zoning bylaws by the attorney for 132 Great Road. By this calculation, we need 41 spaces on the site, which is consisted with the estimate of the 132 Great Road developers of 45 spaces for 17,000 GSF including 4,000 square feet of retail space. No retail space is currently contemplated for our proposed development.

For the 13,500 GSF proposed for the No. 5 Red Acre Road site, a minimum of 34 spaces are required. Twenty-four spaces are shown on the plan. It is expected, however, that parallel parking along the 150-foot stretch of discontinued roadway on the south side yard will be
permitted, accommodating an additional 7 spaces. It is also expected that the 5 spaces in the existing garage will be allowed as uncovered spaces, when this ramshackle structure, shown in dotted lines on the plan, is removed. Sufficient parking is provided on-site at No. 9 Red Acre road.

Although not shown extensive plantings will be provided to shield parking areas, especially along Red Acre Road where a proposed new stone wall is shown. This particular parking area, designed with two access points, can be converted to a single entrance/exit with a one-way loop road without loss of parking spaces should the Planning Board object to the dual accessways.

Overall, the proposed site plan seems to work reasonably well while accomplishing the two stated goals. Fortunately, the site appears to offer sufficient flexibility to adjust for any dictates of the Planning Board or Zoning Board of Appeals as well as any alternative plans for small amounts of ground floor retail.
B. PROFORMA ANALYSIS

1. Rationale for Purchase Price Determination

In order to determine a fair market value for the two properties in question, we reviewed home sales in Stow as reported in "Banker and Tradesman" for the period from October 1984 through July 1985. Of 29 sales in that period, prices ranged from a low of $65,000 to a high of $275,000, (prices below $65,000 were assumed to be for land only). The average sale price was $147,650. This is higher than the projected 1985 median home value in Stow of $131,320 (See Table 3) determined using annual inflation factors provided by John G. Sharpe, President of the Lincoln Agency, Inc., who is recognized as one of the premier residential real estate brokers/appraisers in the western suburbs. As mentioned previously, however, single-family home values in the better towns west of Boston have increased substantially over the last six months due to increased demand and short supply. If we assume that this translates to a doubling of the annual inflation factor from 11.5% to 23% for the 1984 to 1985 period then the compounded median value of homes in Stow from 1980 to 1985 becomes $144,900, which is consistent with the average sales prices we found.
One property on Red Acre Road, #130, sold for $142,900 in October 1984, and one property on Pompsot-ticut Road, #40, sold for $154,000 in April, 1985. Although these prices seem high, the properties are not located on or near busy Great Road as is No. 5 Red Acre Road. Of seven sales of properties on Great Road in the stated period, the average sales price was $103,414 (the two lots that will become the new offices and retail development at 132 Great Road were sold in October or November 1984 for $83,000). Thus, I believe it is reasonable to assume that the value of the properties that constitute the site should be in the $125,000 range.

To finally determine a reasonable purchase price, I have applied the annual inflation factor (11.5%) to the 1982 assessed values of the properties for each year since while doubling the factor for 1984/85. The resulting compounded factor is 1.529 or a 53% increase in value since 1982. Table 8 shows the result of this calculation.

| TABLE 8 |
| ESTIMATED 1985 VALUES/PURCHASE PRICE |
| 1982 Assessed Value: | No. 5 Red Acre Road | $80,000 |
| | No. 9 Red Acre Road | $83,600 |
| 3-Year Compounding Factor: | 1.529 | 1.529 |
| Estimated 1985 Values: | $122,300 | $127,800 |
Thus, we can reasonably expect to pay not much more than $250,100 for acquisition of the site, and this figure has been used in the following proforma analysis.

2. Development and Construction Cost Estimates

Figure 9 is a Proforma Development and Construction Cost Estimate for the proposed development. Construction costs, based on conversations with the developers and brokers in the area have been pegged at $50 per square foot for the new building; $47.50 per square foot for the reconstructed barn due to potential savings on foundation costs; $45 per square foot for the rehabilitation of No. 5 Red Acre Road; and $30 per square foot for the rehabilitation of No. 9 Red Acre Road, which is assumed to be in generally good condition.

Construction is expected to take nine months per phase to complete and an allowance for interest only financing for 12 months after completion of each phase has been included to provide protection in case leasing proceeds slowly.

Insurance is carried at $.20 per square foot per John Avery, the Acton-based appraiser. This translates to approximately $.45/100 of value. Insurance, according
to Steven Steinberg, is high in Stow because there is no
town water supply.

As discussed below under "Financing Alternatives"
equity requirements are determined as a result of a debt
service coverage generated maximum loan amount.

3. Cash Flow Analysis

Figure 10 is a Cash Flow Analysis for the proposed
development. Again, pursuant to conversations with de-
developers and brokers rents have been carried at $14.50
per square foot. Leasing will be on a double net basis
with tax and common area escalation clauses above an in-
itial operating year base.

Real Estate Taxes are carried at the current rate of
1.973% on an assumed 100% value consisting of the acqui-
sition price plus all improvements exclusive of soft
costs.

According to Gordon Brown, the broker with Robert
Rowe Realtors I spoke with, total operating expenses and
taxes in the market area range from $2.00 to $5.00 per
square foot. He cited a building in Littleton he was
involved with that had expenses of $3.82 per square foot
in 1984. Peter Kien, the broker with Vestcom, indicated
that the Strawberry Hill office building on Route 2A in
FIGURE 9
PROFORMA DEVELOPMENT AND CONSTRUCTION COST ESTIMATE

<table>
<thead>
<tr>
<th></th>
<th>PHASE ONE</th>
<th>PHASE TWO</th>
<th>TOTAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition</td>
<td>$250,100</td>
<td>-</td>
<td>$250,100</td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. No. 5 Red Acre Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Rehab Main House ($45/s.f.)</td>
<td>210,600</td>
<td>-</td>
<td>210,600</td>
</tr>
<tr>
<td>b. Restored Barn ($47.50/s.f.)</td>
<td>205,200</td>
<td>-</td>
<td>205,200</td>
</tr>
<tr>
<td>c. New Building ($50/s.f.)</td>
<td>-</td>
<td>$225,000</td>
<td>225,000</td>
</tr>
<tr>
<td>2. Rehab No. 9 Red Acre Road</td>
<td>87,000</td>
<td>-</td>
<td>87,000</td>
</tr>
<tr>
<td>TOTAL CONSTRUCTION</td>
<td>$502,800</td>
<td>$225,000</td>
<td>$727,800</td>
</tr>
<tr>
<td>Architecture and Engineering</td>
<td>30,200</td>
<td>13,500</td>
<td>43,700</td>
</tr>
<tr>
<td>(6%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal</td>
<td>7,500</td>
<td>3,400</td>
<td>10,900</td>
</tr>
<tr>
<td>Accounting</td>
<td>1,500</td>
<td>750</td>
<td>2,250</td>
</tr>
<tr>
<td>Developer Fee (5%)</td>
<td>25,100</td>
<td>11,250</td>
<td>36,350</td>
</tr>
<tr>
<td>Lender Organization Fee (.5%)</td>
<td>3,550</td>
<td>1,125</td>
<td>4,675</td>
</tr>
<tr>
<td>Construction Interest</td>
<td>33,100</td>
<td>12,821</td>
<td>45,921</td>
</tr>
<tr>
<td>(Phase One 383,340 @ 11.5% X 9/12)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Phase Two 148,650 @ 11.5% X 9/12)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(250,100 X 1.973 X 30/12)</td>
<td>8,900</td>
<td>3,400</td>
<td>12,300</td>
</tr>
<tr>
<td>Insurance ($ .20/s.f. X 21/12)</td>
<td>4,200</td>
<td>1,575</td>
<td>5,775</td>
</tr>
<tr>
<td>Title (.425%)</td>
<td>3,250</td>
<td>1,300</td>
<td>4,550</td>
</tr>
<tr>
<td>Rent-up Deficit (12 mos. @ 11.5%)</td>
<td>81,650</td>
<td>25,875</td>
<td>107,525</td>
</tr>
<tr>
<td>Marketing - Phase One (172,550 X 5%)</td>
<td>8,600</td>
<td>3,100</td>
<td>11,700</td>
</tr>
<tr>
<td>- Phase Two (65,250 X 5%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency (5% Construction)</td>
<td>25,100</td>
<td>11,250</td>
<td>36,350</td>
</tr>
<tr>
<td>TOTAL DEVELOPMENT COST</td>
<td>$985,550</td>
<td>$314,346</td>
<td>$1,299,896</td>
</tr>
<tr>
<td>MAXIMUM LOAN AMOUNT (1.3 Debt Service Coverage)</td>
<td>766,680</td>
<td>297,287</td>
<td>1,063,967</td>
</tr>
<tr>
<td>Equity Requirements</td>
<td>218,870</td>
<td>17,059</td>
<td>235,929</td>
</tr>
<tr>
<td>LOAN/VALUE RATIO</td>
<td>77.8%</td>
<td>94.6%</td>
<td>81.9%</td>
</tr>
</tbody>
</table>
FIGURE 10

CASH FLOW ANALYSIS

<table>
<thead>
<tr>
<th>INCOME @ $14.50/s.f.</th>
<th>PHASE ONE</th>
<th>PHASE TWO</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. No. 5 Red Acre Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Main House 4680 s.f.</td>
<td>$67,860</td>
<td>-</td>
<td>$67,860</td>
</tr>
<tr>
<td>b. Restored Barn 4320 s.f.</td>
<td>62,640</td>
<td>-</td>
<td>62,640</td>
</tr>
<tr>
<td>c. New Building 4500 s.f.</td>
<td>-</td>
<td>$65,250</td>
<td>65,250</td>
</tr>
<tr>
<td>2. No. 9 Red Acre Road 2900 s.f.</td>
<td>42,050</td>
<td>-</td>
<td>42,050</td>
</tr>
<tr>
<td>Gross Potential Income:</td>
<td>172,550</td>
<td>65,250</td>
<td>237,800</td>
</tr>
<tr>
<td>Less Vacancy (5%)</td>
<td>8,630</td>
<td>3,260</td>
<td>11,890</td>
</tr>
<tr>
<td>Effective Gross Income:</td>
<td>163,920</td>
<td>61,990</td>
<td>225,910</td>
</tr>
</tbody>
</table>

OPERATING EXPENSES

| Management (5% EGI) | 8,200 | 3,100 | 11,300 |
| Operating Expense (1.62/s.f.) | 19,278 | 7,290 | 26,568 |
| Real Estate Taxes | 14,850 | 4,450 | 19,300 |
| (Total = 977,900 @ 1.973%) | |
| TOTAL EXPENSES | 42,328 | 14,840 | 57,168 |
| Net Operating Income | 121,595 | 47,150 | 168,742 |
| Debt Service | 93,535 | 36,269 | 129,804 |
| (11.5% 25 years constant 12.2%) | |

CASH FLOW

| CASH FLOW | $28,060 | $10,881 | $38,938 |
| Return on Equity | 12.8% | 63.8% | 16.5% |
| D.S. Coverage | 1.3 | 1.3 | 1.3 |
Acton allows $4.05 per square foot for their operating expense and tax base. Strawberry Hill, however, is an anomaly in Acton in that it is an 85,000 square foot, true, Route 128, suburban office building right down to the brick and glass exterior. It was built as a corporate headquarters building directly across the street from Roy Smith's modest restoration. The developer waited 3 years for the big corporate user before finally breaking it up. Rents in the building are also commensurate with a Route 128 building at $22.50 to $27.50 per square foot, according to Peter Kien, while maximum rents elsewhere in the area are around $16.00 and $17.00. We have chosen a middle ground for our operating expenses and taxes of $3.49 per square foot.

4. Financing Alternatives

Although traditional commercial development financing has required equity commitments of around 25% with 75% loan to value ratios. Many of the major lenders today are using debt service coverage ratios (Net Operating Income divided by Total Debt Service) as the primary barometer of maximum loan amounts. Permitted ratios range from 1.10 to 1.40. We have used 1.30 in this case because it was the ratio required by Fleet
National Bank of Providence, Rhode Island, for a recent development in Boston.

Interest rates today range from one to three points over prime, depending on the credit worthiness of the borrower. Although I believe a better rate can be achieved, we have selected 2 points over prime for this proposal. The prime rate on August 14, 1985 was 9.5%, therefore, we have used 11.5% as the proposed rate with one half of a point as a commitment fee. We have assumed a 25-year amortization period, which is common. A "call" at 10-15 years, however, would be likely with any lender commitment. The constant annual percentage for an 11.5% loan with a 25-year amortization is 12.2% and this has been used in determining debt service requirements.

5. Tax Considerations

Although initially we intended to utilize the investment tax credit provisions pursuant to the historic preservation tax acts for this development, it now appears that the Tax Simplification proposal now before the U.S. Congress will pass either this year or next and the current 25% Investment Tax Credit for Certified Historic Rehabilitations will be eliminated. William MacRostie, currently working for the Langelier Companies,
a tax syndication firm specializing in historic rehab, is a former employee of the Department of the Interior as a review officer for certified historic rehabilitation proposals. In a recent telephone conversation he informed me that the ITC for historic preservation is lumped with tax credits for investments in equipment and machinery and is certain to be eliminated despite the lobbying efforts of preservationists. His suspicion is, however, that historic rehab will be given some sort of advantage such as a return to accelerated depreciation applicable under previous tax acts.

Since the final form of those advantages for historic rehab have yet to be determined, we cannot analyze the effect on this development proposal. As is common today in the real estate business in the face of the tax simplification proposal, this proposal must stand or fall on its straight economic value. We will, however, continue to recommend pursuit of National Register Listing as a marketing edge.

6. Conclusion

As can be seen from Figure 10, the construction of a new building on the knoll at No. 5 Red Acre Road is critical to the financial feasibility of the
Pompositticut Inn Office Park development proposal. Without it, the return on equity is a modest 12.8%. Interest rate fluctuations or cost overruns could seriously eat away at that return and make the investment no more valuable than treasury bills for example. With the new building, however, return on equity reaches 16.5% providing some cushion to potential cost overruns.

Given the flexibility the proposed site plan offers and the economic value of the deal, I believe this proposal is worthy of serious investor consideration if only the rezoning can be accomplished and the site can be effectively marketed. These are the issues we will discuss in the following chapter.
CHAPTER VI. THE PLAN

A. APPROVALS PROCESS

1. Steps Required for Approval

Under ordinary circumstances, the approvals process in Stow is relatively straightforward, particularly in comparison to some of the other towns in the market area like the "professional suburbs," Acton and Sudbury, where the Selectman become directly involved in site plan review, according to Steven Steinberg. The Planning Board in Stow has the ability and statutory power to approve site plans as the Level 1 Special Permit granting authority without oversite by the Selectmen so long as the plans are consistent with the zoning bylaws. If a variance or some other form of zoning relief is required then the Zoning Board of Appeals as the Level 2 Special Permit Granting authority must be consulted. As indicated early on, even if the site were already located in a business district we would have to go before both the Planning Board for approval of the site plan and the ZBA for review of the non-conforming aspects of the existing buildings at No. 5 Red Acre Road and the non-conforming lot at No. 9 Red Acre Road. Finally, a building permit will have to be secured from the building inspector. During his review, police, fire and traffic reviews are
made and a determination of inapplicability relative to wetlands protection regulations must be made by the Conservation Commissions.

The Pompositticut Inn Office Park site, however, is not now in a business zone, and the site must be re-zoned to permit the uses we are proposing. Only Town Meeting may approve zoning changes, and they must do so by a two-thirds majority not by a plurality as is the case for non-zoning Town Meeting Warrant Articles. It is an involved and delicate process as Roy Smith who just went through it for his Stow Acres Country Club condominium proposal can attest. As we shall see, however, Smith "touched all the bases," as it were, and though he failed to have his re-zoning article officially voted on at the last Town Meeting in May it is likely it will be approved at the Special Town Meeting in November.

2. A Case History of a Rezoning Effort

"I don't look for hassles; I always work within the system, within the law, and only go before the Zoning Board of Appeals when absolutely necessary," so says Roy Smith, a former partner in the brokerage firm of Foster and Foster, who is now an extremely successful developer of residential and commercial properties in the suburban
market. He employs 30 people and expects to do $40 million of construction this year. Yet, it is this same Roy Smith, who for eight months from October 1984 to May 1985 tried to re-write the law in the Town of Stow and establish an entirely new zoning district to allow construction of townhouse condominiums on the Stow Acres Country Club site. Although it was Smith's own decision to withdraw the proposed articles that would create this new "Conservation-Residential Community District" from the Town Meeting Warrant, (See May 3, 1985 article from "The Stow Villager" included as part of Exhibit 20, Stow Acres Scrap Book), his approach to the town and his development philosophy are instructive.

Roy Smith prefers small town development over development in the city because he finds the political web in the city unmanageable. He left Foster and Foster when they expanded their business and moved into Boston. In the small towns, he believes, the people who make the decisions, unless influenced by special interests, are honestly interested in the good of the town. "As long as you're fair with them," he says, "they will treat you fairly." Smith always attends meetings himself and would never send just an attorney as his representative. So too, he prefers not to present a fait accompli to town boards saying, in effect, "This is what the zoning allows
and this what I'm going to do." Rather he attempts to enlist the support of town boards by making the decision a shared one saying, "This is what I would like to do with the site; it appears to be permissable under the current zoning; what do you think?" He seeks to establish a friendly atmosphere and a "partnership with the town." Only by such methods can one gain the needed support for a given proposal. His preeminent success testifies to the appropriateness of this approach.

Finally, Smith recommends involving the lesser boards, the Highway Department, the Board of Health, the Building Inspector, etc., early on so their concerns can be addressed before a plan is presented to the selectman or planning board. "It makes them feel important," he says, but more importantly, it avoids the possibility that a plan will be rejected by the reviewing agency for some relatively minor "glitch" that could have been corrected. In some towns, a rejection by the Selectmen can mean a loss of up to a year before the plan can be presented again.

As we said above, Roy Smith "touched all the bases" with regard to the Stow Acres proposal. This, along with his willings to compromise and work with the town not against it is what will ultimately result in the approval of the proposed new bylaw. Smith attended almost every
meeting of the Planning Board to review and discuss his proposal for the creation of 225-250 townhouse condominiums at Stow Acres, while preserving the existing golf course, and his proposed bylaw, which would limit condominium development to parcels of 500 acres or more, Stow Acres being the only such parcel in the town. While doing so, however, he also met with: the Conservation Commission in November, the Board of Health in December, and the Stow Business Association and abutters (not an official public hearing) in January. By the time an official public hearing was held in April, Smith had generated so much support that both Planning Board members and local residents defended the plan and the proposed bylaw (on which Smith claims he spent $65,000 drafting) against the objections of a group known as the Stown Conservation Trust (See "Stow Villager" article, April 19, 1985 included with Exhibit 20). This is what Roy Smith means when he says you must form a partnership with the town and this is what must be done if our Pompositticut Inn Office Park zoning extension request is to succeed.
3. Proposed Strategies and Projected Outcome

I propose to follow Roy Smith's lead in terms of relationship with town boards and officials. I will meet informally with the planning board at the outset to elicit their preliminary response to our potential request and determine where the problem issues may lie. I will then, not before, develop a plan incorporating their preliminary suggestions and shop it around to other boards and commissions. The ultimate goal is to get the Planning Board, (not me, a private developer) place the article in the town meeting warrant with their blessing so it has legitimacy and solid backing.

As the many newspaper articles about the Stow Acres proposal attest, however, rezoning quickly becomes a very public issue. To avoid public outrage, I will try to meet in informally with abutters either before or right after the Planning Board to at least inform them of the proposal, (if not actually gain their support), so they don't first hear about it through the newspaper.

In support of the proposed zoning boundary extension, I will offer the following: First, we will improve and beautify a site that has become an eyesore destroying the image of the historic Lower Village Common. Steven Steinberg has told me that Wayne Erkkinen, Selectman and
owner of the auto dealership across from the site has often complained about the run-down condition of the existing building. Steinberg also points out that a deteriorating building such as the one at No. 5 Red Acre Road is often a sign of inappropriate zoning. Second, I will present the results of my deed and historical research indicating the former business use of the site and the entire Lower Village Common, and suggest, not too forcefully, that the jog in the business zone to include only No. 14 is inappropriate. If one building fronting on the common can be used for business, why not the only other two building with similar frontage. Third, I will emphasize the office as opposed to retail use, which generates far less traffic, noise, litter, etc. Finally, as a "carrot" I will offer to provide and maintain extensive plantings on the extension of the common as well as the main common if the town so desires. We would want to plant the part of the common near our south side yard, anyway, as a site amenity, so this offer is not unreasonable.

The primary opposition would come from those who see the proposal as an example of "creeping commercialism." "Where will it go next," they will say. To counter that argument, I would point to the cemetery and pond as well as the clearly residential uses down Pompositticut Road.
as a natural boundary to any further eastern expansion of
the business. It cannot go any further. Only if the
owner of the next property down Red Acre Road gets the
idea of including his property in the business zone will
this be an issue.

With these arguments and the proposed buffer zones
incorporated in the plan, I believe that the chances for
success are reasonably good. If we can form a partner-
ship with the town as did Roy Smith by gracefully con-
senting to any mitigation measures proposed by whatever
special interest I am convinced we can and will succeed.

B. MARKETING PLAN

Roy Smith has two advantages. First, he has a track
record, and an excellent one at that. He can go into a
town like Stow and give references that include board
members from other towns who will speak favorably of his
honesty, commitment and performance on promises. We do
not have that track record. Although indications of an
affirmative response are unfavorable, we could at least
ask Roy Smith to be our partner and thereby gain instant
credibility. Failing that we may try to find an equally
successful developer as a partner or go it alone and
depend on this effort to establish for ourselves a similarly respectable reputation.

Smith's second advantage is that, up until four years ago, he was the only commercial broker in the area. Although he is not now active, he does do the brokerage for his own projects depending on his previous contacts and on the favorable split he offers the Boston-based brokers (75/25 vs. 50/50) to generate clients. We must depend on brokers currently active in the area. Of the two I met, I would choose Robert Rowe Realtors as my primary leasing broker because they are much more involved in similar products. Peter Kien of Vestcom is clearly a knowledgeable and effective broker. His emphasis, however, is on a different product, the typical suburban office or R&D building. I would not shun him and would ask him to seriously to consider directing clients our way. My suspicion, however, is that his interests lay elsewhere.

The National Register Listing if achieved would be a primary marketing tool. Not just an old building with charm, but a certified historic structure would be our offering. I would then use too seemingly contradictory approaches to the marketing. On the one hand, I would emphasize the quaint village character of the town of Stow and the scenic Route 117, which provides a pleasant
drive while still providing speedy access to Routes 495 and 128. Route 117 is as convenient as any of the other highways that have seen substantial commercial development, such as Route 20 in Sudbury and Marlborough and Route 2A in Acton and Littleton. This access, I would say, is available without the traffic and with far fewer stop lights than any of the other roads. On the other hand, to counter any sense that Stow is "dead", I would emphasize the presence of Digital and other high-tech firms, the closeness of the Stow Shopping Center and Pallians for shopping and eating and the evident growth in population and business that is coming to Stow.

The product, if designed and executed well, should speak for itself. Roy Smith has indicated the substantial demand for this type of office. As the first in Stow and the first on Route 117, I believe we will have a marketing edge and substantial demand.
CHAPTER VI. SUMMARY AND CONCLUSION

David Birch, the noted M.I.T. Professor, has been travelling around the country preaching the new "Corporate Demography." He has found that large companies are declining and that business growth in the future will be in what he calls the "Thoughtware" economy. These businesses are small, 1500 to 2500 square foot users, who want corporate identity on a small scale, he says, and the real estate business is in for some sweeping changes as it must learns to respond to those needs. 24

I set out on this thesis to study a site and a town to determine how small town commercial real estate development works. In the process, I believe I have discovered a type of office product that is currently on the leading edge of response to the needs of the "Thoughtware" economy. Although actual development of the site studied herein may not occur, the product, and the marketplace hold considerable promise, and I am convinced that involvement in a similar site without "the hassels" (perhaps the property on the other side of the Stow Shopping Center that is in the business zone) is worthy of my or any developer's attention in these days of rising vacancies in the "traditional" office building products.
FOOTNOTES


11. Ibid., P. 37.

12. Ibid., p. 37.

13. Ibid., p. 22.


16. Constance G. Schwarzkopf, former chairman of the Stow Historical Commission, in conversation with the author.
Curiously, Donald F. Brown, owner of No. 9 Red Acre Road, was himself a member of the Stow Historical Commission until he resigned in 1984, two years before the end of his term.


20. Source for the discussion of Town Government that follows was: League of Women Voters of Acton, Stow Unit, "Stow, Know Your Town" (Stow: 1978).


Small Town Development Opportunities Stow, Massachusetts, 1985

(Part 2 - Exhibits/Listed by Tab No.)
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* Please note that the following Exhibit section of this thesis contains pictures, graphics, or text that are illegible.
EXHIBIT 1A

LEGAL DESCRIPTION

NO. 5 RED ACRE ROAD
EXHIBIT 1A

LEGAL DESCRIPTION
NO. 5 RED ACRE ROAD
STOW, MASSACHUSETTS

A certain parcel of land, with the buildings thereon, situated on the Easterly side of Red Acre Road and the Northerly side of Summer Street, in said Stow, and being shown on a plan entitled "Land in Stow owned by The Estate of John Wanhatalo," surveyed by Horace F. Tuttle, C.E., dated January 11, 1955, bounded and described as follows:

WESTERLY by Red Acre Road, one hundred eighty-five and 8/10 (185.8) feet;

SOUTHWESTERLY by said Road and the Old County Road to Lancaster, twenty-seven and 2/10 (27.2) feet;

SOUTHERLY by said Old County Road by three courses, one hundred twenty-five and 4/10 (125.4) feet, seventy and 65/100 (70.65) feet, and thirty-three and 82/100 (33.82) feet;

SOUTHEASTERLY by said Old County Road, thirty-six and 2/10 (36.2) feet;

SOUTHEASTERLY by Summer Street, one hundred fifty-five and 46/100 (155.46) feet;

EASTERLY by land of the Estate of John Wanhatalo, two hundred and fifty-six (256) feet;

NORTHERLY by land formerly of Mrs. Bass, one hundred forty-six and 7/10 (146.7) feet;

WESTERLY by land of Ralph S. Moody, one hundred and twenty-four (124) feet;

NORTHERLY by said Moody land, one hundred and sixty-five (165) feet;

EASTERLY by said Moody land, fifty-one (51) feet; and

NORTHERLY by said Moody land, ninety-nine (99) feet.

Containing according to said plan two (2) acres, more or less.

Subject to rights of way of record.
EXHIBIT 1B
SURVEY PLAN
NO. 5 RED ACRE ROAD
EXHIBIT 1B
SURVEY PLAN: NO. 5 RED ACRE ROAD

Land in Story
owned by
The Estate of John Hanhansko
Surveyed by
Norval F. Fodde C.E.
January II, 1956
Scale select inch

Ralph G. Moody
Area: 2 acres

Formerly Mrs. Bass

SUMMER STREET

Old County ROAD

Town of Story

Gray ROAD

Stony Planning Board

Approval under the Subdivision Control Law
not required by Subdivision Control Law, Section 81.

A. W. Weiden
William Plank
S. S. S.
A. O. Rees
EXHIBIT 2A

LEGAL DESCRIPTION

NO. 9 RED ACRE ROAD
EXHIBIT 2A
LEGAL DESCRIPTION
NO. 9 RED ACRE ROAD
STOW, MASSACHUSETTS

Two certain parcels of land, with the buildings thereon, situated on the Southeasterly side of Red Acre Road in Stow, together bounded and described as follows:

NORTHWESTERLY by Red Acre Road, forty-three and 25/100 (43.25) feet;
NORTHEASTERLY by land formerly of Mrs. Bass, now of Arthur Puffer, sixty-nine (69) feet;
NORTHWESTERLY by land of said Puffer, six (6) feet;
NORTHEASTERLY by land of said Puffer, one hundred seventy (170) feet;
SOUTHEASTERLY by land of owners unknown, one hundred twenty-four (124) feet;
SOUTHWESTERLY by land formerly of Silas W. Clark and formerly of the Estate of Greta Wanhatalo, one hundred sixty-five (165) feet;
NORTHWESTERLY by land formerly of Wanhatalo estate, fifty-one (51) feet;
SOUTHWESTERLY by land formerly of Wanhatalo estate, ninety-nine (99) feet;

Containing 23,515 square feet.

Said above-described parcels are shown on plan entitled "Land in Stow Surveyed for Ralph G. Moody by Horace F. Tuttle," dated August 8, 1940, recorded with Middlesex South District Deeds at the end of Record Book 6428.

Together with the benefit of the right of way mentioned in deed of Theodora D. Whitney, dated April 6, 1940, recorded with Deeds, Book 6381, Page 70.
EXHIBIT 2B
SURVEY PLAN
NO. 9 RED ACRE ROAD
Land in STOW
Surveyed for Ralph G. Moody
By Horace F. Tuttle
August 8, 1940 Scale: 40 feet = 1 inch
(Original on file)
EXHIBIT 3

FLOOR AREA ESTIMATES
EXHIBIT 3
FLOOR AREA ESTIMATES

We have assumed that No. 9 Red Acre Road was constructed according to the 1686 specs. and that the addition is the same size.

1st floors 27x27 x 2 = 1458
1st floor shed
original 11x27 = 297
addition 11x16 = 176
2nd floors 18x27 x 2 = 972

TOTAL: 2903
:Call it......... 2900

We have assumed that the wing at No. 5 Red Acre Road is not as large as shown on the survey plan based on visual inspection. The barn will be reconstructed as shown. The jog is assumed to be a 2-story fire stair.

1st floor 24x45 = 1080
15x46 = 690
(jog) 5x12 = 60
2nd floor (No jog) = 1770
3rd floor (No wing) = 1080
MAIN HOUSE TOTAL = 4680

1st floor 40x50 = 2000
10x16 = 160
2nd floor 40x50 = 2000
10x16 = 160

TOTAL 4320
EXHIBIT 4

DEFDS AND MORTGAGES

NO. 5 RED ACRE ROAD
of Stow, Middlesex County, Massachusetts, for consideration paid, grant to

PHILIP B. SHOEMAKER and SYLVIA C. SHOEMAKER, husband and wife, as tenants by the entirety, of Belmont, in said County,

with quitclaim reservations

A certain parcel of land, with the buildings thereon, situated on the Easterly side of Red Acre Road and the Northerly side of Summer Street, in said Stow, and being shown on a plan entitled "Land in Stow owned by The Estate of John Wanhatalo," surveyed by Horace F. Tuttle, C. E., dated January 11, 1955, to be recorded herewith, bounded and described as follows:

WESTERLY by Red Acre Road, one hundred eighty-five and 8/10 (185.8) feet;
SOUTHWESTERLY by said Road and the Old County Road to Lancaster, twenty-seven and 2/10 (27.2) feet;
SOUTHERLY by said Old County Road by three courses, one hundred twenty-five and 7/10 (125.7) feet, seventy and 65/100 (70.65) feet, and thirty-three and 82/100 (33.82) feet;
SOUTHLASTERN by said Old County Road, thirty-six and 2/10 (36.2) feet;
SOUTHEASTERLY by Summer Street, one hundred fifty-five and 7/10 (155.7) feet;
EASTERLY by land of the Estate of John Wanhatalo, two hundred and fifty-six (256) feet;
NORTHERLY by land formerly of Mrs. Bass, one hundred forty-six and 7/10 (146.7) feet;
WESTERN by land of Ralph J. Moody, one hundred and twenty-four (124) feet;
NORTHERLY by said Moody land, one hundred and sixty-five (165) feet;
EASTERLY by said Moody land, fifty-one (51) feet; and
NORTHERLY by said Moody land, ninety-nine (99) feet.

Containing according to said plan two (2) acres, more or less.

Doing a part of the premises conveyed to us by deed of Ahti A. Wanhatalo, Executor of the will of Oreta Wanhatalo, to be recorded herewith.

Said premises are conveyed subject to rights of way of record.
And we, DORA M. PLETCHER, wife of said-grantee, Alvin H. Fletcher, and MILDRED E. PLETCHER, wife of said Bernard A. Fletcher, release to said grantee all rights of dower and homestead and other interests therein.

Witneses: Our hand and seal this 18th day of January 1955

Alvin H. Fletcher
Mildred E. Fletcher

The Commonwealth of Massachusetts
Middlesex, ss. January 18, 1955

Then personally appeared the above named ALVIN H. PLETCHER and acknowledged the foregoing instrument to be his act and deed, before me.

[Signature]
Notary Public—Unsealed the 25th day of November, 1959
Mr. PHILIP R. SHOEMAKER and SYLVIA C. SHOEMAKER, husband and wife, as tenants by the entirety, of Belmont, Middlesex County, Massachusetts, being unmarried, hereinafter called the grantor, for consideration paid, grant to the MIDDLESEX COUNTY NATIONAL BANK, situated in Everett, Middlesex County, Massachusetts, hereinafter called the grantee, with MORTGAGE COVENANTS to secure the payment of

*** SEVEN THOUSAND ***  Dollars

for five years with principal and interest as provided in a certain note of even date, executed concurrently herewith, and also to secure the performance of all covenants and agreements herein contained, the land, with the buildings thereon, situated on the Easterly side of Red Acre Road and the Northerly side of Summer Street, in Stow, Middlesex County, Massachusetts, and being shown on a plan entitled "Land in Stow owned by The Estate of John Wanhatalo," surveyed by Horace F. Tuttle, C. E., dated January 11, 1955, to be recorded herewith, bounded and described as follows:

WESTERLY by Red Acre Road, one hundred eighty-five and 8/10 (185.8) feet;
SOUTHWESTERLY by said Road and the Old County Road to Lancaster, twenty-seven and 2/10 (27.2) feet;
SOUTHERLY by said Old County Road by three courses, one hundred twenty-five and 4/10 (125.4) feet, seventy and 65/100 (70.65) feet, and thirty-three and 82/100 (33.82) feet;
SOUTHEASTERLY by said Old County Road, thirty-six and 2/10 (36.2) feet;
SOUTHEASTERLY by Summer Street, one hundred fifty-five and 46/100 (155.46) feet;
EASTERLY by land of the Estate of John Wanhatalo, two hundred and fifty-six (256) feet;
NORTHERLY by land formerly of Mrs. Bass, one hundred forty-six and 7/10 (146.7) feet;
WESTERLY by land of Ralph G. Moody, one hundred and twenty-four (124) feet;
NORTHERLY by said Moody land, one hundred and sixty-five (165) feet;
EASTERLY by said Moody land, fifty-one (51) feet; and
NORTHERLY by said Moody land, ninety-nine (99) feet.

Containing according to said plan two (2) acres, more or less.

Being the same premises conveyed to us by deed of Alvin H. Fletcher et al, of even date, to be recorded herewith.

Said premises are conveyed subject to rights of way of record.
It is hereby made a condition of this mortgage that the grantor, in addition to other payments hereinafter required, shall pay to the grantee on each interest date during the term hereof, and for so long as the mortgage shall be outstanding, in the sum of $1 (1%) of the municipal taxes and assessments which the grantor estimates he may be required to pay out of the mortgaged premises or any part thereof, and for so long as the actual amount of such taxes and assessments becomes known, the amount of any deficiency of the fund so collected. The grantor agrees to apply and lend to the payment of municipal taxes and assessments, to the extent of any excess of said fund; provided that at such time there is no breach of, or default in any of the conditions, covenants, agreements or stipulations of this mortgage.

including in this mortgage as part of the real estate hereby conveyed all furnaces, ranges, heaters, plumbing fixtures, gas and electric fixtures, septic tanks, water meters, furnaces, bathroom and toilet fixtures, and all other fixtures, utensils, apparatus, or equipment, door bell and alarm systems, sprinkler and fire extinguishing systems, portable or sectional buildings, and all other fixtures of whatever kind or nature contained in said buildings or on or belonging to said premises, and any and all similar fixtures hereinafter installed in or about said premises in any manner which renders such articles usable in connection therewith, so far as the same are, or can by agreement of the parties be made, a part of the realty.

The grantor hereby covenants and agrees to keep the buildings on said premises insured against fire (and against other casualties or contingencies when required by the grantor) in sums and in companies satisfactory to such grantor; that all insurance on said buildings shall be for the benefit of, deposited with, and made first payable in case of loss to such grantor, and, in the event of foreclosure of this mortgage, shall become the property and belong to the grantee, without claim on the part of the grantor for compensation therefor, with full authority as attorney in fact for the grantor to cancel said insurance and retain the proceeds thereof, or to transfer such insurance to the purchaser at the foreclosure sale; to keep the mortgaged premises in substantially the same repair, order and condition as the same are or may hereafter be put, by reason of wear and tear, by other casualties being excepted (provided, however, that in case of damage by fire or other casualties, the grantor elect to enforce the agreement to repair, the grantor shall have the benefit of the insurance money to the extent only of the amount necessary to fulfill and agreement) in the meantime, the buildings on said premises shall always conform to law and to the ordinances of the city or town in which they are situated; that the grantee will not permit or suffer any violation of any law or ordinance affecting the mortgaged premises or the use thereof; that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the grantor, the grantee may, without notice to the grantor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the grantor, without in any way vitiating or discharging the grantee's liability hereunder, or upon the debt hereby secured, and no sale of the premises or of the mortgaged premises or any part thereof, with or without notice, shall have the benefit of the insurance money to the extent only of the amount necessary to extinguish the mortgage debt, and that after foreclosure no assignee of any lease so assigned shall be liable to account to the grantor or his successors in title to the mortgaged premises or any part thereof by virtue of foreclosure proceedings, and to provide that the owner of the equity of redemption of the mortgaged premises, until a default occurs in any condition of this mortgage, may have and retain the rents and profits thereof; that after any default occurs the grantee shall be entitled to collect all of the rents and profits reserved in such leases and to enforce all of the covenants and agreements of the lessee therein contained, that all such rents and profits so received prior to foreclosure shall be applied to the extinguishment of the mortgage debt, and that after foreclosure no assignee of any lease so assigned shall be liable to account to the grantor or his successors in title, either for rents or profits thereafter accruing or otherwise; not to cancel, change, renew, execute or otherwise deal with any existing or future lease or leases of the granted premises or any part thereof without first obtaining, in each case, the consent in writing of the grantee; that no existing or future lease of the granted premises or any part thereof does or shall provide for rent which shall be payable for a period of more than one month in advance; nor to accept any lease of the granted premises or any part thereof rent which shall be paid for a period of more than one month in advance; that if the debt secured hereby shall not be paid when due, the grantee shall be entitled to thirty days' notice in writing before payment, unless foreclosure proceedings have been begun; that in case of a foreclosure sale the grantee shall be entitled to retain one per cent of the purchase money in addition to the costs, charges and expenses allowed under the Statutory Power of Sale; that in case proceedings to foreclose have been begun the grantee shall be entitled to collect all costs, charges and expenses up to the time of payment; and that thirty days' default in the performance or observance of any condition or covenant herein contained shall render the whole debt hereby secured due and payable at the option of the grantee; in case any default in any condition of this mortgage shall occur, the grantee, to cure such default, may apply any deposits or any sums credited by or due from the grantor to the grantee without first enforcing any other rights of the grantee against the grantor, against any endorser or guarantor of the mortgage note, or against the mortgaged premises.

The grantor hereby authorizes the grantee to pay all taxes, assessments and water rates, with interest, costs and charges thereon, which may at any time become due, upon the mortgaged premises or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due under any conditional agreement or sale on any articles and fixtures included as a part of the mortgaged premises; to add all amounts so paid to the principal sum secured hereby; and to apply to any of these purposes or to the repayment of any amounts so paid by the grantee any sums paid hereunder by the grantor, as interest or otherwise.
It is further agreed that all the conditions and stipulations herein contained shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the grantor or grantors herein.

The word "grantee" as used herein shall be taken to mean the mortgagee, its successors or assigns.

This mortgage is upon the Statutory Condition, for any breach of which, or for any breach of any of the aforesaid provisions, agreements or conditions, the grantee shall have the Statutory Power of Sale; and in case of such foreclosure the grantee or any person or persons on its behalf may purchase at any sale made as aforesaid.

The grantor agrees that, in case the grantee in the exercise of the power of sale herein given elects to sell in parcels, said sales may be held from time to time and that the power shall not be exhausted until all of the granted premises not previously released shall have been sold.

WITNESS our hand and seal this 18th day of January 1955

[Signatures]

The Commonwealth of Massachusetts

Middlesex, as

January 18, 1955

Then personally appeared the above named

PHILIP B. SHOEMAKER and SYLVIA C. SHOEMAKER

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

[Signature]

Notary Public
MASSACHUSETTS DISCHARGE OF MORTGAGE REAL ESTATE (CORPORATION) 966

Middlesex Bank, N.A. formerly known as Middlesex County National Bank, a banking corporation duly organized under the laws of the United States of America, having an usual place of business in Burlington, Massachusetts.

present

holder of a mortgage

from Philip B. Shoemaker and Sylvia C. Shoemaker

to it

dated January 18, 1955

recorded with Middlesex South

Book 8398, Page 246

Middlesex County Registry of Deeds

acknowledge satisfaction of the same.

In witness whereof, the said Middlesex Bank, N.A.

has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by

Clora M. Bucci, its Cashier

this 20th day of April A.D. 1973

by MIDDLESEX BANK, N.A.

Clora M. Bucci

CASHIER

The Commonwealth of Massachusetts

Middlesex ss.

April 20, 1973

Then personally appeared the above-named Clora M. Bucci, Cashier

and acknowledged the foregoing instrument to be the free act and deed of Middlesex Bank, N.A.

before me,

My commission expires

My Commission Expires May 24, 1979
We Philip B. Shoemaker and Sylvia C. Shoemaker
of Stow, Middlesex County, Massachusetts,
being unmarried, for consideration paid NOMINAL
grant to Philip B. Shoemaker, Sr., Sylvia C. Shoemaker, Philip B. Shoemaker Jr.
and Nancy Jane (Shoemaker) Shoemaker as joint tenants
of Stow, Middlesex County
with the buildings thereon, situated on the Easterly side of Red Acre Road and the Northerly side of Summer Street, in Stow, Middlesex County, Massachusetts, and the land there being shown on a plan entitled "Land in Stow owned by The Estate of John Wanhatalo," surveyed by Horace F. Tuttle, C.E., dated January 11, 1935, to be recorded herewith, bounded and described as follows:

WESTERLY by Red Acre Road, one hundred eighty-five and 8/10 (185.8) feet;
SOUTHWESTERLY by said Road and the Old County Road to Lancaster, twenty-seven and 2/10 (27.2) feet;
SOUTHERLY by said Old County Road by three courses, one hundred twenty-five and 4/10 (125.4) feet, seventy and 65/100 (70.65) feet, and thirty-three and 82/100 (33.82) feet;
SOUTHEASTERLY by said Old County Road, thirty-six and 2/10 (36.2) feet;
SOUTHEASTERLY by Summer Street, one hundred fifty-five and 46/100 (153.46) feet;
EASTERLY by land of the Estate of John Wanhatalo, two hundred and fifty-nine (259) feet;
NORTHERLY by land formerly of Mrs. Bass, one hundred forty-six and 7/10 (146.7) feet;
WESTERLY by land of Ralph C. Moody, one hundred and twenty-four (124) feet;
NORTHERLY by said Moody land, one hundred and sixty-five (165) feet;
EASTERLY by said Moody land, fifty-one (51) feet;
NORTHERLY by said Moody land, ninety-nine (99) feet.

Containing according to said plan two (2) acres, more or less.

Said premises are conveyed subject to rights of way of record.

The grantors herein expressly reserve unto themselves a life estate in the above-described premises and the grantees herein further covenant and agree with the grantors that they will not during the term of the natural life of the grantees convey any of their right, title and interest in the above-described premises.

Being the same premises conveyed to us by deed of Alvin H. Fletcher, et al., Book 8395, Page 244 and recorded at Middlesex Registry of Deeds.
Witness my hand and seal this 28th day of ______ 19__.

[Signature]

[Signature]

The Commonwealth of Massachusetts

Then personally appeared the above named, ____________ and

[Signature]

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

[Signature]

Notary Public — Justice of the Peace.

My Commission expires ________ ______ 19__.
EXHIBIT 5

DEEDS AND MORTGAGES

NO. 9 RED ACRE ROAD
KNOW ALL MEN BY THESE PRESENTS

That I, Ahti A. Wanhatalo

of Stow, Middlesex County, Massachusetts,

being unmarried, for consideration paid, grant to

Donald Freeman Brown and Linda E.S. Brown, husband and
wife, as tenants by the entirety, both

of Sudbury, said County and Commonwealth

with quittance covenants

- the land in

[Description and enclosures, if any]

Two certain parcels of land, with the buildings thereon, situated
on the Southwesterly side of Red Acre Road in Stow, together bounded
and described as follows:

NORTHEASTERLY by Red Acre Road, forty-three and 25/100
(43.25) feet;

NORTHEASTERLY by land formerly of Mrs. Bass, now of Arthur Puffer,
sixty-nine (69) feet;

NORTHWESTERLY by land of said Puffer, six (6) feet;

NORTHEASTERLY by land of said Puffer one hundred seventy
(170) feet;

SOUTHEASTERLY by land of owners unknown, one hundred twenty-four
(124) feet;

SOUTHWESTERLY by land formerly of Silas M. Clark and formerly
of the Estate of Oreta Wanhatalo, one hundred sixty-five (165) feet;

NORTHWESTERLY by land formerly of Wanhatalo estate, fifty-one
(51) feet;

SOUTHWESTERLY by land formerly of Wanhatalo estate, ninety-nine
(99) feet.

Containing 23,515 square feet.

Being the same premises conveyed to me by deed of Ralph G.
Moody dated January 24, 1955 and recorded with Middlesex South District
Deeds Book 514 Page 259.

The within premises are conveyed together with the benefit of the
right of way mentioned in deed of Theodora D. Whitney dated April
6, 1940 and recorded with Middlesex South District Deeds Book 631
Page 70.
The Commonwealth of Massachusetts

Middlsea, ss. August 18, 1955.

Then personally appeared the above named Ahti A. Wanhalteno

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

Charles H. Lerner Notary Public

My commission expires November 22, 1957.
We, Donald Freeman Brown and Linda E. S. Brown, husband and wife, of Sudbury, Middlesex County, Massachusetts, being unmarried, for consideration paid, grant to the
WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION
a United States corporation doing business in Waltham, Middlesex County, Massachusetts, with MORTGAGE
COVENANTS to secure the payment of two certain parcels of Seventy-two Hundred (7200) Dollars with interest from the date hereof as provided in our note of even date; the said parcels of land, with the buildings thereon, situated on the Southeasterly side of Red Acre Road in Stow, Middlesex County, Massachusetts, together bounded and described as follows:

Northwesterly by Red Acre Road, forty-three and 25/100 (43.25) feet;

Northeasterly by land formerly of Mrs. Bass, now of Arthur Puffer, sixty-nine (69) feet;

Northwesterly by land of said Puffer, six (6) feet;

Northeasterly by land of said Puffer, one hundred seventy (170) feet;

Southeasterly by land of owners unknown, one hundred twenty-four (124) feet;

Southwesterly by land formerly of Silas W. Clark and formerly of the Estate of Greta Wanhatalo, one hundred sixty-five (165) feet;

Northwesterly by land formerly of Wanhatalo estate, fifty-one (51) feet;

Southwesterly by land formerly of Wanhatalo estate, ninety-nine (99) feet;

Containing 23,515 square feet.

Said above-described parcels are shown on plan entitled "Land in Stow Surveyed for Ralph G. Moody by Horace F. Tuttle" dated August 8, 1940, recorded with Middlesex South District Deeds at the end of Record Book 6428.

Being the same premises conveyed to us by deed of Ahti A. Wanhatalo, dated August 18, 1950, delivered and to be recorded herewith.

Together with the benefit of the right of way mentioned in deed of Theodora D. Whitney, dated April 6, 1940, recorded with said Deeds, Book 6381, Page 70.
Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, mantels, storm doors and windows, oil burners, gas and oil and electric fixtures, screens, screen doors, awnings, electric and gas refrigerators, air conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or hereafter placed thereon prior to the full payment and discharge of this mortgage, insofar as the same are or can by agreement of the parties be made a part of the realty.

The mortgagor further covenants and agrees for himself, his heirs, successors and assigns to perform the ADDITIONAL COVENANTS numbered 1 to 15, both inclusive, contained in a certain mortgage given by

Earle W. Potter and Mary Potter

to said Waltham Federal Savings and Loan Association, dated July 11, 1946, recorded with Middlesex South District Deeds, Book 6939, Page 151, which are incorporated herein by reference.

This mortgage is upon the STATUTORY CONDITION, for any breach of which, or for any breach of any of the aforementioned covenants or agreements, the holder hereof shall have the STATUTORY POWER OF SALE.

wife of said mortgagor, release to the mortgagee all rights of dower and homestead and other interests in the mortgaged premises.

WITNESS our hand s and seal s this 18th day of August, 1955

Donald Freeman Brown

Linda E. S. Brown

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. August 18, 1955.

Then personally appeared the above named Donald Freeman Brown and Linda E. S. Brown

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

John A. McCarty, Notary Public -- Justice of the Peace

WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation, of Waltham, Middlesex County, Massachusetts, 
the holder of a mortgage from Donald Freeman Brown and 
Linda E. S. Brown 
dated August 18, A.D., 1955, recorded with 
Middlesex So. Dist. Deeds Book 8545 page 548, acknowledges satisfaction of 
the same 
In witness whereof it has caused its corporate seal to be hereto affixed and these presents to be signed by CLAIRE N. DOHERTY, its Treasurer, this 30th 
day of January A.D., 1962. 

WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION by its Treasurer, 
CLAIRE N. DOHERTY

The Commonwealth of Massachusetts 
MIDDLESEX, s.s. 
January 30, 1962. Then personally appeared the above-named CLAIRE N. DOHERTY, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of the WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION, before me — 

Charles B. Fuller
Notary Public.

Cambridge, 19, at o'clock and minutes M. 
Received and entered with 
book page 

Middlesex South District Deeds, 

Attest: 

Register.
KNOW ALL MEN BY THESE PRESENTS, That We, Donald Freeman Brown and Linda E. S. Brown, husband and wife as tenants by the entirety, both of Stow, Middlesex County, Massachusetts, having assigned for consideration paid, grant to the WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation doing business in Waltham, Middlesex County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of Seventeen thousand five hundred ($17,500) Dollars with interest from the date hereof as provided in note of even date, with the buildings thereon, situated on the Southeasterly side of Red Acre Road in Stow, Middlesex County, Massachusetts, together bounded and described as follows:

NORTHWESTERLY by Red Acre Road, forty-three and 25/100 (43.25) feet;

NORTHEASTERLY by land formerly of Mrs. Bass, now or formerly of Arthur Puffer, sixty-nine (69) feet;

NORTHWESTERLY by land now or formerly of said Puffer, six (6) feet;

NORTHEASTERLY by land now or formerly of said Puffer, one hundred seventy (170) feet;

SOUTHEASTERLY by land of owners unknown, one hundred twenty-four (124) feet;

SOUTHWESTERLY by land formerly of Silas M. Clark and formerly of the Estate of Greta Wanhatalo, one hundred sixty-five (165) feet;

NORTHWESTERLY by land formerly of Wanhatalo estate, fifty-one (51) feet;

SOUTHWESTERLY by land formerly of Wanhatalo estate, ninety-nine (99) feet;

Containing 23,515 square feet.

Said above-described parcels are shown on plan entitled "Land in Stow surveyed for Ralph G. Moody by Horace F. Tuttle," dated August 8, 1940, recorded with Middlesex South District Deeds at the end of Record Book 6428.

Being the same premises conveyed to us by deed of Ahti A. Wanhatalo dated August 18, 1955 recorded with said Deeds in Book 8545 Page 546.

Together with the benefit of the right of way mentioned in deed of Theodora D. Whitney, dated April 6, 1940, recorded with said Deeds, Book 6381 Page 70.
The mortgagee further covenants and agrees to the following ADDITIONAL COVENANTS, numbered 1 to 15, both inclusive:

1. To perform and observe all of the terms and conditions of the mortgage note secured by this mortgage;

2. To pay to the mortgagee on the payment dates of the note secured by this mortgage, in addition to the payments of principal and interest therein required, a monthly apportionment of the sum estimated by the mortgagee to be sufficient to make all payments of all taxes, charges and assessments upon the mortgaged property as they become due and any balance due for any of said payments shall be paid by the mortgagor to the mortgagee on demand, and the mortgagee is hereby specifically authorized to pay when due or at any time thereafter all of said payments and to charge the same to the account of the mortgagor;

3. To pay on demand to the mortgagee sums equivalent to the same percentage on the debt secured hereby as the mortgagor shall from time to time be required to pay as a State tax on its funds invested in loans secured by mortgages of real estate;

4. To insure in sums satisfactory to the mortgagee and for its benefit the buildings now or hereafter standing on said land against fire, and such other hazards, casualties and contingencies as the mortgagee may from time to time direct, and to deposit all such insurance policies with the mortgagee;

5. That a foreclosure of this mortgage shall forever bar him and all persons claiming under him from all right, title and interest in and to any and all of the fire or other hazard insurance policies on the buildings upon the land covered by this mortgage at the time of such foreclosure, including all rights to return premiums on cancellations, whether at law or in equity;

6. That the mortgagee will keep all and singular the said premises in such repair and conditions as the same are now or may be put in while this mortgage is outstanding;

7. That he will not use or permit the premises to be used in violation of any law or municipal ordinance or regulation or for any unlawful or improper purpose;

8. That he will not commit, permit or suffer any waste, impairment, or deterioration of the property or any part thereof;

9. That upon default in any condition of this mortgage or the note secured hereby, the mortgagee may apply any sums credited by or due from the mortgagor to cure such default without first enforcing any of the other rights of the mortgagee against the mortgagor or the mortgaged premises;

10. That in the event this mortgage is given to secure a loan in whole or in part for the construction, alteration or repair of a building, the mortgagor may advance from time to time to the mortgagor such sums as in its discretion appear to be warranted by the progress of the work and the mortgagor agrees to prosecute the construction, alteration or repairs involved diligently, and, in the event of any unreasonable delay, the mortgagee, in addition to any other remedy it may have, may enter upon and complete such construction, alteration or repairs and charge such amounts as it shall reasonable expend in so doing to the mortgagor whether or not he shall have parted with his title to said premises;

11. That the mortgagee will pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance due, any sums advanced or paid by the mortgagor on account of any defaults, of whatever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums paid by the mortgagor, including reasonable attorney's fees, in prosecuting, defending, or intervening in any legal or equitable proceeding wherein the mortgagee deems any of the rights created by this mortgage are jeopardized or in issue;

12. That this mortgage shall also secure the repayment of such future advances as the mortgagee may, from time to time and for any purpose, make to the mortgagor, and the same may be added to the mortgage debt; provided however that no advance shall be made which will increase the principal balance above the face amount of the mortgage note;

13. That upon default in any condition of the mortgage or note secured hereby existing for more than three months, the entire mortgage debt shall become due and payable on demand at the option of the mortgagee;

14. That in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the mortgagor, at the option of the mortgagee the entire mortgage debt shall become due and payable on demand or the mortgagee may, without notice to the mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the mortgagor, without in any way vitiating or discharging the mortgagor's liability hereunder or upon the debt hereby secured, and no sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee and no extension whether oral or in writing of the time for the payment of the debt hereby secured given by the mortgagee shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein, either in whole or in part;

15. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine.
This mortgage is upon the STATUTORY CONDITION, for any breach of which, or for any breach of any of the aforementioned covenants or agreements, the holder hereof shall have the STATUTORY POWER OF SALE.

X

WITNESS our hand and seal this 30th day of January, 1962

Donald Freeman Brown

Linda E. S. Brown

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

January 30, 1962

Then personally appeared the above named Donald Freeman Brown and

Linda E. S. Brown

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

My commission expires July 2, 1968
WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation, of Waltham, Middlesex County, Massachusetts, the holder of a mortgage from

Donald Freeman Brown and Linda E. S. Brown
dated January 30, A.D., 1962, recorded with
Middlesex So. Dist. Deeds Book 9979 page 173, acknowledges satisfaction of the same

In witness whereof it has caused its corporate seal to be hereunto affixed and these presents
Charles B. Fuller, Jr., Asst.,
to be signed by WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION,
Asst., by its Treasurer, this 29th day of A.D., 1963

WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION
Asst., by its/Treasurer,

Charles B. Fuller, Jr.

The Commonwealth of Massachusetts

MIDDLESEX, ss.

Charles B. Fuller, Jr., Asst.,
appeared the above-named WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION, before me —

MIDDLESEX South District Deeds,

Revised and entered with book page

Cambridge, 19 , at o'clock and minutes M.

Attest:

Register.
KNOW ALL MEN BY THESE PRESENTS, That we, DONALD FREEMAN BROWN and LINDA E. S. BROWN, husband and wife, both of Stow, Middlesex County, Massachusetts, being for consideration paid, grant to the

WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION

a United States corporation doing business in Waltham, Middlesex County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of

Two (2) certain parcels of

Dollars with interest from the date hereof as provided in note of even date; the land with the buildings thereon, situated on the Southeasterly side of Red Acre Road in Stow, Middlesex County, Massachusetts, together bounded and described as follows:

NORTHEASTERLY: By Red Acre Road, forty-three and 25/100 (43.25) feet;

NORTHWESTERLY: By land formerly of Mrs. Bass, now or formerly of Arthur Puffer, sixty-nine (69) feet;

NORTHWESTERLY: By land now or formerly of said Puffer, six (6) feet;

NORTHWESTERLY: By land now or formerly of said Puffer, one hundred seventy (170) feet;

SOUTHEASTERLY: By land of owners unknown, one hundred twenty-four (124) feet;

SOUTHEASTERLY: By land formerly of Silas N. Clark and formerly of the Estate of Greta Wanhatalo, one hundred sixty-five (165) feet;

NORTHWESTERLY: By land formerly of Wanhatalo estate, fifty-one (51) feet;

SOUTHWESTERLY: By land formerly of Wanhatalo estate, ninety-nine (99) feet;

Containing 23,515 square feet.

Said above-described parcels are shown on plan entitled "Land in Stow surveyed for Ralph G. Moody by Horace F. Tuttle," dated August 8, 1940, recorded with Middlesex South District Deeds at the end of Record Book 6428.

Being the same premises conveyed to us by deed of Abhi A. Wanhatalo dated August 18, 1955 recorded with said Deeds in Book 8515, Page 516.

Together with the benefit of the right of way mentioned in deed of Theodora D. Whitney, dated April 6, 1940, recorded with said Deeds, Book 6381, Page 70.
Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, mantels, storm doors and windows, oil burners, gas and oil and electric fixtures, screens, screen doors, awnings, electric and gas refrigerators, air conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or hereafter placed thereon prior to the full payment and discharge of this mortgage, in so far as the same are or can by agreement of the parties be made a part of the realty.

The mortgagor further covenants and agrees to the following ADDITIONAL COVENANTS, numbered 1 to 15, both inclusive:

1. To perform and observe all of the terms and conditions of the mortgage note secured by this mortgage;
2. To pay to the mortgagee on the payment dates of the note secured by this mortgage, in addition to the payments of principal and interest therein required, a monthly apportionment of the sum estimated by the mortgagee to be sufficient to make all payments of all taxes, charges and assessments upon the mortgaged property as they become due and any balance due for any of said payments shall be paid by the mortgagor to the mortgagee on demand, and the mortgagee is hereby specifically authorized to pay when due or at any time thereafter all of said payments and to charge the same to the account of the mortgagor;
3. To pay on demand to the mortgagee sums equivalent to the same percentage on the debt secured hereby as the mortgagor shall from time to time be required to pay as a State tax on its funds invested in loans secured by mortgages of real estate;
4. To insure in sums satisfactory to the mortgagee and for its benefit the buildings now or hereafter standing on said land against fire, and such other hazards, casualties and contingencies as the mortgagee may from time to time direct, and to deposit all such insurance policies with the mortgagee;
5. That a foreclosure of this mortgage shall forever bar him and all persons claiming under him from all right, title and interest in and to any and all of the fire or other hazard insurance policies on the buildings upon the land covered by this mortgage at the time of such foreclosure, including all rights to return premiums on cancellations, whether at law or in equity;
6. That the mortgagor will keep all and singular the said premises in such repair and condition as the same are now or may be put in while this mortgage is outstanding;
7. That he will not use or permit the premises to be used in violation of any law or municipal ordinance or regulation or for any unlawful or improper purpose;
8. That he will not commit, permit or suffer any waste, impairment, or deterioration of the property or any part thereof;
9. That upon default in any condition of the mortgage or the note secured hereby, the mortgagee may apply any sums credited or due from the mortgagee to the mortgagor to cure such default without first enforcing any of the other rights of the mortgagee against the mortgagor or the mortgaged premises;
10. That in the event this mortgage is given to secure a loan in whole or in part for the construction, alteration or repair of a building, the mortgagor may advance from time to time to the mortgagee such sums as in its discretion appear to be warranted by the progress of the work and the mortgagor agrees to prosecute the construction, alteration or repairs involved diligently, and, in the event of any unreasonable delay, the mortgagee, in addition to any other remedy it may have, may enter and complete such construction, alteration or repairs and charge such amounts as it shall reasonably expend in so doing to the mortgagor whether or not he shall have parted with his title to said premises:

11. That the mortgagor will pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the mortgagor on account of any default, of whatever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums paid by the mortgagor, including reasonable attorney's fees, in prosecuting, defending, or intervening in any legal or equitable proceeding wherein the mortgagee deems any of the rights created by this mortgage are jeopardized or in issue;
12. That this mortgage shall also secure the repayment of such future advances as the mortgagor may, from time to time and for any purpose, make to the mortgagor, and the same may be added to the mortgage debt; provided however that no advance shall be made which will increase the principal balance above the face amount of the mortgage note;
13. That upon default in any condition of the mortgage or note secured hereby existing for more than three months, the entire mortgage debt shall become due and payable on demand at the option of the mortgagee;
14. That in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the mortgagor, at the option of the mortgagee the entire mortgage debt shall become due and payable on demand or the mortgagor, without default to the mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the mortgagor, without in any way vitiating or discharging the mortgagor's liability hereunder or upon the debt hereby secured, and no sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee and no extension whether oral or in writing of the time for the payment of the debt hereby secured given by the mortgagee shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein, either in whole or in part;
15. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine.
This mortgage is upon the STATUTORY CONDITION, for any breach of which, or for any breach of any of the aforesaid covenants or agreements, the holder hereof shall have the STATUTORY POWER OF SALE.

[Signature]

Witnesses:

Donald Freeman Brown
Linda J. S. Brown

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Then personally appeared the above named

Donald Freeman Brown and Linda J. S. Brown

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

[Signature]

Notary Public

My commission expires June 10, 1965
WALTHAM FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation, of Waltham,
Middlesex County, Massachusetts,

the holder of a mortgage from Donald Freeman Brown and Linda E. S. Brown,
husband and wife

dated October 29, A.D., 1963, recorded with
Middlesex So. Dist. Deeds Book 10391 page 456, acknowledges satisfaction of
the same

In witness whereof it has caused its corporate seal to be hereunto affixed and these presents
to be signed by THOMAS J. CZEHOWSKI, its Treasurer, this 7th
day of September A.D., 1979.

Waltham Federal Savings and Loan Association

by its Treasurer

The Commonwealth of Massachusetts

MIDDLESEX, s.a. September 7, 1979. Then personally

appeared the above-named THOMAS J. CZEHOWSKI, Treasurer, and acknowledged the foregoing instrument
to be the free act and deed of the Waltham Federal Savings and Loan Association, before me —

J. Marshall Tierio Notary Public

My commission expires Feb. 22, 1985

Cambridge, 19 , at o'clock and minutes M.

Received and entered with book page

Middlesex South District Deeds, Assets

Register.
EXHIBIT 6

OWNERSHIP HISTORY
EXHIBIT 6

OWNERSHIP HISTORY
(Per Registry of Deeds)

YEAR | NO. 5 RED ACRE ROAD, STOW, MASSACHUSETTS | NO. 9 RED ACRE ROAD, STOW, MASSACHUSETTS
-- | ------------------------------------------ | ------------------------------------------
1811 March | Naham, Rice of Stow, Trader | 2 1/2 Acres with "dwelling house and store adjoining a barn and other houses" TO: Jeremiah Fitch of Boston, Merchant --- $4,000.00
1814 September | Jeremiah Fitch of Boston, Merchant | 2 1/2 Acres "with the Dwelling house and store, barn and outhouses thereon standing" TO: Abel Moore of Stow, Gentleman $1,800.00
1848 April | Abel Moore of Concord, Gentleman | 2 1/2 Acres with "dwelling house, store, barn and other outhouses" TO: Jonathan Newell, Jr. of Stow, Physician $2,000.00

Jonathan Newell, Physician, of Harvard. 2 1/2 Acres TO: Nathaniel Faxon of Boston
June

Nathaniel Faxon of Boston
2 1/2 Acres TO: Silas N.
Clark of Stow

May

William Carr of Stow,
Guardian of Ephraim Carr
an Insane Person at
public auction, 1/3
interest TO:
James O. Faxon of Stow

And

William Carr of Stow and
Nancy Hallworth of
Medford, 2/3 interest
TO: James O. Faxon of
Stow

James O. Faxon of Stow
80 rods TO:
Ezekiel Gates, 2nd of
Stow

1870

1872

Silas N. Clark of Stow
5 Numbered Lots including
2 1/2 Acres TO:
Charles W. Thorndike of Chelsea

1888

Charles W. Thorndike of Chelsea
5 Number Lots including 2 1/2
acres To: Henry A. Walker of
Medway (Mortgage back to Thorndike)

1892

Hugh McGrail of Maynard
(Per Assignment from Thorndike
of Mortgage From Henry A. Walker
and Default by Walker) at public
auction 5 numbered parcels includ-
ing 2 1/2 acres and another lot
TO: Annie L. McManus of Maynard
1894  
May  
Edward T. McManus of Maynard and 
Annie L. McManus 5 number parcels 
including 2 1/2 acres and another 
lot TO: Thomas H. Lord of Boston  

March  
Ezekiel Gates of Stow 
80 rods TO: Thomas H. 
Lord (Senior) of Boston  

1910  
May  
Thomas H. Lord of Salem 
(under will of Late Father) 
5 number lots including 2 1/2 
acres and another lot also 80 
rods, 1/3 interest TO: William H. 
Lord of Stow and Annie Lord Hooper 
of Hingham 

May  
Ezekiel Gates of Stow 
80 rods TO: Thomas H. 
Lord (Senior) of Boston  

1912  
December  
William H. Lord of Stow 
15 Acres except Lot No. 3 
TO: Grace A. Adams of Winchester  

1913  
June  
Grace A. Adams of Stow 
80 rods TO: 
William H. Lord of Stow
1914 May
William H. Lord of Stow
80 rods TO:
Theodora D. Whitney of Winthrop

1917

October
Grace A. Adams, widow, of Stow
2 1/2 Acres and 3 other parcels
and another lot (not Lot No. 3
or another tract) TO:
Charles F. Bowers of Concord

1922 September
Charles F. Bowers of Concord
2 1/2 Acres and 3 other parcels
and another lot TO:
John and Greta Wanhatalo of Maynard

1940 April
Theodora D. Whitney of Stow, 80 rods and 5.7
rods TO: Ralph G. Moody
of Florida (Reserving
life-estate to self and
husband Charles S.
Whitney)

August
Survey by Horace F.
Tuttle, Recorded
September
1955

January

Ahti A. Wanhatalo of Stow
Executor of will of Greta
5 parcels including 2 1/2
acres TO: Alvin H. and
Bernard A. Fletcher, joint
Tenants of Stow
and
Alvin H. and Bernard A.
Fletcher of Stow
Surveyed 2 acres TO:
Philip B. and Sylvia C.
Shoemaker [mortgage: $7,000,
5 years to Middlesex County
National Bank.]

February

Ralph G. Moody of
Florida, (Whitneys
having died 1950 and
August 1954) 2 parcels
of land Surveyed 23,515
square feet TO: Ahti A.
Wanhatalo of Stow

August

Ahti A. Wanhatalo of
Stow, 2 parcels TO:
Donald Freeman Brown and
Linda E. S. Brown of
Sudbury [mortgage:
$7,200 Walthan Federal
Savings and Loan Association]

January

Mortgage Discharge
Remortgage: $17,500
same bank

October

Mortgage Discharge
Remortgage: $19,800,
same bank
1973  April  Mortgage Discharge

1979  Mortgage Discharge

1981  February
Philip B. and Sylvia C. Shoemaker of Stow, Surveyed 2 acres
TO: Philip B., Sr., Sylvia C. Philip B., Jr. and Nancy Jane
(Mudie) Shoemaker of Stow as joint tenants (Reserving Life-Estate to Grantors)
EXHIBIT 7

RIGHT OF WAY DEEDS
Know all men by these presents

that S. William, ye Lord of Souw in the County of Middlesex and Commonwealth of Massachusetts

in consideration of the money and other valuable considerations paid to Grace A. Adams of Manchester in the County of Middlesex and said Commonwealth

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Grace A. Adams a certain parcel or tract of land with the appurtenances thereunto belonging about fifteen acres more or less and situated in the northwesterly part of said town on the road leading from Londonderry to Lancaster and on the northwesterly side thereof, bounded and described as follows: viz., at the northwesterly corner of the premises at the junction of the said leading from Londonderry to Lancaster and the said road leading to New South Common to Acton and running thence norththly, said road to Londonderry to land of Newman Cuff and thence southerly on land of said Newman Cuff to the same and all thereto standing and situated on land of the heirs of Smith as the said Smith and others to a point near the Maynard town line, thence running southerly by land of the heirs of Smith as the said Smith and others, to the said road from Londonderry to Lancaster, thence westerly parallel with and thence from Londonderry to Lancaster to the point of beginning, being the same premises described in the deed of Annie Ford to George Ford engaged, dated May 2, 1189, and recorded in the Middlesex North District Deeds, Book 351, Page 175, except Lot No. 3 therein, by the will of Thomas R. Ford and Leila Ford, and to William Ford and Annie Ford Ford, recorded in said Registry of Deeds, being the right, title and interest in and to the same, and all term, life and interest in the same, and all other right, title and interest in the premises and all other rights and interests therein.

In witness whereof the said William R. Ford and Ophelia Ford have hereunto set their hand and seal this twentieth day of December, in the year of our Lord, one thousand nine hundred and fifteen.

Charles S. Tucker Esq. J.

COMMONWEALTH OF MASSACHUSETTS MIDDLESEX, in Stow town 12, 1191. Then personally appeared the above named William R. Ford and Ophelia Ford and acknowledged the foregoing instrument to be his free act and deed, before me, J. Charles S. Tucker, Justice of the Peace.

MIDDLESEX, 12, 1191. At 10 h 60 m. A.M., received and recorded.

WAR. W.B.P. & M., For Dower and No Dower.
manded of all persons claiming by through or under any
but against none other in details within the said
Tower hereby set my hand seal this Juveth day of
May in the year one thousand eight hundred

Andp

This instrument to be kept forever

L

in the Commonwealth of Massachusetts in full

By

Elizabeth A. Adams, II, Justice of the Peace

Middletown the 24th day of May 1810

wth. Jno. Adams, Esq; William B. Lord and

Lord

W.

J.

W.

D.

A

W.

wth. Jno. Adams, Esq; William B. Lord and

Lord

W.

J.

W.

D.

A

W.

wth. Jno. Adams, Esq; William B. Lord and

Lord

W.

J.

W.

D.

A

W.

wth. Jno. Adams, Esq; William B. Lord and

Lord

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D.

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W.

wth. Jno. Adams, Esq; William B. Lord and

Lord

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W.

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W.

wth. Jno. Adams, Esq; William B. Lord and

Lord

W.

J.

W.

D.

A

W.

wth. Jno. Adams, Esq; William B. Lord and

Lord

W.

J.

W.

D.

A

W.

wth. Jno. Adams, Esq; William B. Lord and

Lord

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wth. Jno. Adams, Esq; William B. Lord and

Lord

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wth. Jno. Adams, Esq; William B. Lord and

Lord

W.

J.

W.

D.

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W.

wth. Jno. Adams, Esq; William B. Lord and

Lord

W.

J.

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W.
KNOW ALL MEN BY THESE PRESENTS THAT I, GRACE A. ADAMS, WIDOW, OF STOW, MIDDLESEX COUNTY, MASSACHUSETTS, GREET TO CHARLES P. BOWERS, OF CONCORD, IN SAID COUNTY, AND COMMONWEALTH, WITH WARRANT OF WARRANY FOR THE LAND IN SAID STOW, WITH THE BUILDINGS THEREON, SITUATED IN THE EASTERN PART OF SAID STOW, WITH THE ROAD LEADING FROM CONCORD TO LACESTER, AND BOUNDED AND DESCRIBED AS FOLLOWS: A CERTAIN PARCEL OF LAND CONTAINING TWO AND ONE HALF (2 1/2) ACRES MORE OR LESS, LOCATED SOUTHWESTLY ON THE COUNTY ROAD FROM CONCORD THROUGH STOW TO LACESTER, AND BOUNDED EASTERNLY ON LAND OWNED FORMERLY OF ISAAC BROOKS, NORTHERLY ON LAND OWNED FORMERLY OF DR. GEORGE BARTON, SOUTHERLY ON LAND OWNED FORMERLY OF WILLIAM CARR, WESTERNLY ON THE TOWN COMMON, SO CALLED, IN SAID STOW, WITH THE BUILDINGS THEREON.
Also another parcel or tract of land containing seven (7) acres more or less, beginning at the road near the house now or formerly occupied by Silas N. Clark; thence running north on land formerly owned by Dr. Newell; thence easterly on land formerly owned by the late Rufus Hosmer; thence south on land of said William Carr; thence west on the old road to Concord to the point of beginning, or however otherwise the same may be bounded. Also another parcel or tract of land containing thirty-two (32) rods more or less, beginning at the north-easterly corner of the premises at land formerly of John Forbush and land of Silas N. Clark; thence northerly by land now or formerly of said Clark about thirty-two (32) rods to a stake and stones at land formerly owned by H. S. Smith; thence in an easterly direction at right angles with said Clark's land one (1) rod to a stone wall at land now or formerly of J. P. Bent; thence by said wall as it now stands in a southwesterly direction about thirty-two (32) rods to a stake and stones by the wall; thence westerly to the bound first mentioned, together with one half the above described wall, it being the northerly half of said wall. Also another parcel or tract of land, together with the south-west half of about sixteen (16) rods and four and one half (4 1/2) links of stone wall, said wall being the wall which formerly divided the following described premises from land of H. S. Smith, situated in Stow and bounded as follows: Beginning at a stake and stones at the north-east corner of land now or formerly of Silas N. Clark, eleven (11) rods southeast from the road leading from South Acton to Stow Lower Village; thence running south 13 degrees 13" west sixteen (16) rods and four and one half (4 1/2) links on said Silas N. Clark's land to a stake and stones at land now or formerly of J. P. Bent; thence at right angles with said line one (1) rod to a stone wall; thence by said wall north 13 degrees 13" east sixteen (16) rods and four and one half (4 1/2) links to a stake and stones by said wall; thence one (1) rod to the bound first mentioned. Also another lot of land containing three (3) acres more or less, beginning at the old Concord Road and at land now or formerly of Charles W. Thorndike; thence northerly on said land and land of D. H. Clark about fifteen (15) rods to land of George Smith; thence northerly on said Smith's land as the wall now stands about twenty-three (23) rods to a corner of wall; thence Southeasterly on said Smith's land about fifteen (15) rods to said Concord Road; thence Southwesterly on road about thirty-three (33) rods to the corner and bound first mentioned. Being the land conveyed to William E. Lord, of said
Stow, by Annie Lord Hooper by deed dated May 4, 1910 and recorded in Middlesex South District Registry of Deeds, Book 3518 page 474, except Lot 3 described therein and the undivided one-half interest in a certain tract of land conveyed by said deed at the end thereof. For my title also deed of William H. Lord to Grace A. Adams, dated November 13, 1912 and recorded with Middlesex South District Deeds, Book 3747, page 486. It being my intention to convey by this instrument all my right, title and interest of any name or nature in any land or buildings in said Stow. And for the consideration aforesaid I do hereby remise, release and quitclaim unto the said Charles F. Bowers all my right, title and interest under an agreement between Annie L. Van Dusen, Ophelia P. Lord and myself, concerning water rights in said land, which agreement is recorded with Middlesex South District Deeds, Book 3751 page 29; also all my right, title and interest in an agreement between William H. Lord, of Stow, and myself, dated November 13, 1912, concerning a certain mortgage dated April 25, 1877, and recorded in said Registry of Deeds, Book 1799, page 45. Said premises above described are conveyed subject to a mortgage for thirty two hundred dollars ($3200) and to the taxes assessed as of April 1, 1917. IN WITNESS WHEREOF I, the said Grace A. Adams, hereunto set my hand and seal this 27th day of September, nineteen hundred and seventeen. Grace A. Adams (seal) STATE OF MAINE. Kennebec ss. September 27th, 1917. Then personally appeared the above named Grace A. Adams, and acknowledged the foregoing instrument to be her free act and deed, before me, Charles J. Cole, Justice of the Peace. Middlesex ss. Oct. 1, 1917, Sh. Em. F.M. Rec'd & Recorded.
EXHIBIT 8

PARKING ARTICLE
Great Road Realty Trust was denied a public hearing Tuesday night on its proposed office/retail building for 132 Great Road because the Planning Board was unable to obtain a quorum. Four of five members are required for a site-plan-approval hearing, and only Bill Hamblen and Ross Perry were able to attend.

The applicants, Richard and Dorothy Hudson and Steven Steinberg, were notified prior to the hearing that their attendance would not be required. Their lawyer, Robert Cohen, however, met with the Board to reveal some startling information he had discovered regarding the town's zoning bylaws.

According to Cohen, the office parking area provision in the bylaw, which has been the disputed element throughout discussions, is "incomplete and inaccurate in the distributed copy of the bylaw" and has been so since 1968. Apparently when a new provision was added to the Stow zoning bylaws in 1968, regulating "parking for offices and other permitted non-residential structures," he said, it should have appeared as "sub-paragraph g" in Section VII-D-1. But instead, the entire paragraph was inadvertently omitted in the printing process.

In 1982, a revision to that section was passed and approved by the Attorney General's Office, but again the office parking provision failed to show up in the distributed copies of the bylaw. Thus, as of the May 28, 1985 meeting, the lawyer contended, the Planning Board was unaware that this provision even existed.

The office parking provision referred to computes the number of spaces required for an office building as follows: One space per 1000 square feet, plus two spaces for every two employees, plus additional spaces for visitors, loading, and delivery operations. The formula used by the Planning Board up to this point, which currently appears as "sub-paragraph f," states that "parking areas, exclusive of driveways, shall be in a minimum ratio of 3 square feet of ground area to one square foot of gross floor area, exclusive of storage areas, plus additional spaces for the same reasons mentioned above." This method required a greater number of parking spaces since it assumed some retail occupancy, as opposed to just office.

As a result, Cohen stated in a letter to the Board, the applicant's current proposal meets the requirements of the correct and complete zoning bylaw, which in his opinion has either no parking requirements, or the one space per 1000 square feet provision. Assuming the office parking provision applies, he continued, the law requires 57 spaces for this project. However, in order to fall within that number in the formula "we had to drastically cut back our retail space," he said. They now will have only one store at 2880 square feet.

"I guess you guys were right in that there wasn't enough parking for the whole [first] floor to be commercial," Cohen openly confessed, but there should be enough now for partial retail.

"There may well be," member Bill Hamblen agreed, "although I can't speak for the Board." He asked if it was Cohen's intent to put a restrictive covenant in the deed to specify limited retail. The lawyer advised that they would use the number as a "soft outline" for a potential future use.

The Planning Board has 65 days from the original date of the submission, or until July 28, to render a final decision on the plan. Tuesday night attorney Cohen agreed to reschedule the hearing date for July 23.
EXHIBIT 9

STOW POLITICAL SCENE
Kenneth Farrell

Kenneth Farrell has cited improved town management as the theme of his candidacy for the office of Selectman. He sees the current method of procedure in town government as reactive rather than proactive, and plans to change this situation by instituting a master plan to give the town direction and help it to establish priorities.

Farrell does not equate improved town management with a town manager. He is opposed to the idea of a town manager, believing that the town would not realize a return on its investment. "We don't need professional politics in Stow," he said, adding, "That doesn't mean we don't need the controls of a well-run town."

Accepting a town manager would imply that the boards are willing to turn over their authority to someone else, according to the candidate. For Farrell, town government will improve only through "people meeting together."

Currently a member of the Finance Committee, Farrell said he has not seen an effort on the part of the town boards to communicate with one another. He believes interdepartmental meetings are essential, and thinks the Board of Selectmen should schedule regular sessions with the elected boards -- School Committee, Planning Board, Board of Health, Board of Assessors -- as well as those appointed boards under their jurisdiction such as the Conservation Commission.

Farrell says the town should be prepared to utilize the opportunities afforded by public-access programming on cable television. He considers interdepartmental meetings an appropriate subject for programming. "Cable is a prime vehicle for communicating," he said.

Farrell sees the need to keep open lines of communication with the citizens more important than ever under Proposition 2 3/4. Prior to the enactment of this legislation in 1981, he said, people were elected to run the town. Now citizens are obliged to work together with their elected officials to establish priorities and decide where the tax dollars will best be spent. For citizens to do this effectively, they must understand the issues.

One of these issues is the proposed condominium bylaw for the development of Stow Acres Country Club. Farrell said he depends upon the Planning Board to present a solid bylaw to the town. But he noted that the "scramble for information" in writing this bylaw could have been eliminated had there been a master plan for the town.

A long-range solution to the problem of solid-waste disposal is also part of Farrell's vision of proper town management. He believes that the Solid Waste Disposal Committee and the Board of Health must work together toward this goal.

Farrell said that he would like to see common-sense discussion handle certain cases now being routinely submitted to Town Counsel. However, he recognizes also that "our society is suit-conscious," and the town must take precautions to defend itself against lawsuits. He thinks that the position of Town Counsel should be put out to bid every two years.

An employee of Digital Equipment Corporation for eleven years, Farrell cites his career in domestic and international business management and his strong desire to participate in the management of the town as key factors in his candidacy.

A co-founder of the Save Our Stow (SOS) citizens' group, he also managed the successful campaign of Patricia Walrath for State Representative.

Kenneth Farrell, candidate for Selectman, lives with his wife Patricia, a nurse, and their three children on Kirkland Drive.
As the next Selectman of Stow, unopposed candidate Wayne Erkkinen will encourage "a lot of people to serve a little." Erkkinen believes that most of the residents of the town are concerned citizens who sincerely want to help, but many do not have the time to devote to major offices. He thinks the town is better served by many people making small contributions rather than by a few overworked volunteers who eventually "burn out."

Having held the office of Selectman from 1977 to 1980, Erkkinen said that he understands the functioning of town government, and he will try to help others understand it as well. "SOS [the citizen organization Save Our Stow] is finding out how town government works," he said; "they’re learning what can be done and how it’s done."

The candidate commended the members of SOS for providing a valuable educational service to the town by attempting to explain the ramifications of a levy limit adjustment.

"The people have a right to override Proposition 2 1/2," he said, "but they don’t want to be railroaded. They have to understand why the override is needed."

The candidate remarked that Proposition 2 1/2 has "cramped the town’s style." He cited road improvements, the replacement of emergency vehicles, and manpower for the Police Department as areas which are suffering because of the legislation. "Under 2 1/2, the town is stifled," he said. "It’s going to get to the point where, if something isn’t done, things will fall apart."

While hoping that the town will pass a levy limit adjustment, Erkkinen does not support raising taxes any more than is necessary. He pointed out that during his previous term in office, prior to the tax cap, the town lowered taxes through good management.

The owner of Erkkinen Buick, a Stow business located on Great Road, the candidate observed that the town bylaws are restrictive on business, but work in the best interest of the town. He noted that he was a member of the Board of Selectmen that required airport owner Don McPherson to submit site plan approvals when he presented his original plans for expansion of the airfield. "Zoning has him [McPherson] locked in," Erkkinen said. "Any further expansion will have to be compatible with the bylaws of the town..."

Another Stow business in the news these days is the Melone landfill on Hudson Road. The owner has proposed raising his rate for the use of the landfill, and Erkkinen thinks Melone is within his rights to do this. "John Melone has to be paid for the equipment and men he has down there," he said. "He could be using them to greater advantage elsewhere."

Noting that he thinks it important to keep the landfill in town, Erkkinen added that it would be helpful if Hudson would come into the landfill, as originally planned.

During recent years the Selectmen have been plagued by lawsuits. Erkkinen said he believed that the suits relating to the Police and Fire Departments could have been "slowed down" if the Selectmen had talked with the plaintiffs. "The Selectmen should talk with everyone who has a problem," he said. Erkkinen extended this philosophy to other town boards and plans to work for improved communication with all those committees that come under the jurisdiction of the Selectmen, as well as independent bodies such as the Board of Health and the Planning Board.

Ermkinnen currently serves on the Board of Fire Engineers, but will resign that position at the time he is elected Selectman. He is also the town’s representative to the Metropolitan Area Planning Council, a clearinghouse for state and federal funds. The Lake Boon feasibility study was funded by MAPC.

A Stow native, Erkkinen attended the local schools and graduated from Nashoba. He also attended Burdett College and the General Motors Institute in Flint, Michigan.

He is a member of the Stow Business Association, president of the Maynard Rotary, and treasurer of the Elderly Housing Corporation.
A Statement from Patricia Walrath, Candidate for Selectman

The Town of Stow needs a Board of Selectmen with a sense of direction and a vision for the town's future as well as a respect for the past. My experience in the areas of government, planning, and finance will give a needed dimension to the Stow Board of Selectmen. I am offering myself as a candidate because of my concern for the people who have lived in Stow all their lives, those who live in Stow today, and for those who will come after us.

People are, and have always been, Stow's first resource. The town originated through the efforts of twelve families who chose to settle in this "very meanan land" and make it their home. The task before them was not an easy one yet they managed to pool their resources and talents and carve out a governmental structure which satisfied the General Court's requirements to have Stow become a town. Today, almost 300 years later, we are still pooling our individual talents in the process of governing ourselves. We must do our best to balance our future needs with our historic past in order to maintain our rural character and preserve our long developed heritage.

Issues that I would like to address as a candidate for Selectman include increased communications between the Selectmen and residents, improved personnel procedures for town employees, the need for senior-citizen housing, a possible merging of departments such as the highway and tree departments for more efficient use of personnel and equipment, and the ever increasing automobile traffic within the town.

There is a genuine need for senior citizen housing in Stow. Such housing has to be situated so that the elderly do not need to depend on transportation for their basic requirements.

Increased traffic is another important issue. Great Road, as well as other streets in town, has been carrying more and more traffic on roads that were designed for a rural community. This increase in traffic has also made it hazardous for bicyclers and pedestrians. We need some type of alternative such as paths along the major roads, starting with the center of town. Current traffic levels need management and increased traffic by local industry has to be addressed at the time of site plan approval.

We all want to protect Stow's uniqueness and heritage. My family chose to live in Stow because I feel they are not being heard. We want a voice if local government is to be effective. As a member of the League of Women Voters, I am an advocate of open meetings and in the involvement of citizens in their government. I will work to implement some informal forum for townspeople to express their views and concerns, be it a monthly coffee at Town Hall as in Concord, or some other arrangement to increase communications. I will seek out views on matters before the selectmen and will be available for input from any concerned resident on whatever the issue.

Currently the town has no established personnel procedures for town employees. On request of the Finance Committee town departments are starting to generate job descriptions, but formal employee, evaluations and standard salary ranges for the various town departments have yet to be established. A recent audit of the town also criticized the lack of personnel standards. This situation must be addressed if we are to attract and keep capable employees in the town.

As a member of the Stow Finance Committee during the past three years, I have worked hard to keep the town's tax rate down. In today's financial uncertainty it is even more important that the town is managed and run in a way that gives us the most effective and efficient use of our tax dollar. Although the Finance Committee's priorities are set primarily on financial impact and need, the experience of scrutinizing each and every town budget with the accompanying review of the programs, goals and needs of all town departments, gives members an excellent overview of the operation of the town as a whole. The high percentage of selectmen in surrounding towns who were first finance committee members attests to the depth of such experience.

I am asking the voters to elect me to the office of selectman in the Town of Stow because I believe that I have the necessary time, experience and commitment to deal with these issues and others that will come before the town during the next three years.
Pat Walrath announces candidacy

Selectman Patricia A. Walrath officially announced on May 15 that she will run for State Representative from the Third Middlesex District, covering the towns of Boxborough, Hudson, Maynard, and Stow. The seat is being vacated by Representative Argeo P. Cellucci who is running for State Senate.

In announcing her candidacy, Mrs. Walrath stated that her primary goals for her first legislative term include legislative rules reform, improvements to the Massachusetts state education system that are cost effective, increasing state assistance to deal with the impact of Proposition 2 1/2, and making changes that will improve the efficiency of state governmental agencies and services.

Walrath, in her second term as Selectman, also served on the Stow Finance Committee for three years. Her total experience in government spans fifteen years and includes seats on several New York boards as well as serving on the Coastal Zone Management Committee, the Regional 201 Water Study (a federal commission), and the Central New York Planning and Development Board. She currently is a member of the Acton-Stow League of Women Voters and the Middlesex County Selectmen’s Association for which she served as legislative chairman in 1981 and 1982.

Mrs. Walrath has been employed as a programmer analyst for Control Data Corporation and as a teacher. She holds an M.S. degree in math education and at present teaches mathematics for Johnson and Wales College at Hanscom Air Force Base.

Selectman Pat Walrath will run in the Democratic primary for State Representative.

Photo by Kathy Olohan
Meet the Candidates

Planning Board

Edward Ross Perry

Ross Perry grew up in Medfield, Massachusetts, and has lived in Stow on Great Road for two years with his wife, Sue, and three children, James, Katherine and Teddy. He has been serving on the Planning Board since the end of October in the appointed position left vacant by the resignation of Joe Mangiafico. He will be seeking a 5-year term in the May 13th election.

"I've enjoyed working on the Planning Board these past few months," Ross stated, "and I look forward to continuing and following through on projects, such as Stow Acres. It was frustrating to simply read about the town's problems and dilemmas in the newspapers. The Planning Board seemed a good way to become involved and make a more effective contribution. Coming from a small town, I feel that I can understand the needs and desires of Stow."

As a future priority for the Planning Board, Perry would like to see a long-range plan developed for the town.

Ross Perry, candidate for Planning Board.
EXHIBIT 10

NEW OFFICE DEVELOPMENT PROPOSED
Research and development facility proposed for Route 117

by Kathy Olohan

Developer Thomas McCarthy of Cambridge told the Planning Board on July 9 that he intends to incorporate existing stone walls and apple trees into his plans for an office complex to be located on Route 117 west of Hudson Road.

The 36-acre site, zoned primarily industrial and business, is bounded on the east by Hudson Road and extends westerly toward the Old Bolton Road facility of Digital Equipment Corporation.

Architect for the two brick-and-glass two-story buildings is Drummey, Rosane, and Anderson. The buildings, to be known as The McCarthy Complex, are intended for office space, engineering, and light assembly. Each building will be 120,000 square feet in size, and each will accommodate 350-400 employees.

McCarthy said that he realized that there was a perceived problem with traffic because of the proximity of the complex to Digital which employs approximately 800 people at its Old Bolton Road plant. He said he has discussed the situation with Digital, and is working toward a resolution of any possible problem.

Plans call for frontage of 150 feet of grass along Great Road. McCarthy said he designed the access road to run alongside an existing stone wall, and noted that he will preserve the apple trees on the property as well.

John Kadison, legal counsel for McCarthy, said that his client's primary aim was to establish a "good-looking development." He remarked that the Stow location is ideal in that it provides an attractive site on a main road which accommodates the traffic flow.

Office building proposed

STOW — A Cambridge developer Tuesday night presented the Planning Board with a preliminary proposal for industrial buildings on 36 acres off Great Road.

Thomas McCarthy showed the board a drawing of two 120,000-square foot office buildings that would be built on Route 117 near Hudson Road. The buildings would be used for offices, engineering and "light assembly," McCarthy said.

Planners took no action on the proposal, which was presented merely as an item for discussion.
Speak now!

by Kathy Olohan

What kind of housing would you like to see in Stow ten years from now? Duplexes? Mobile homes? Single-family subdivisions? Townhouses?

The Long-Range Planning Committee wants to know your opinion on housing, and industry, and commercial development, and a dozen other subjects related to the growth of the town. To obtain this information, the Committee devised a survey which it has mailed to every household in Stow.

Commissioned by the Selectmen to do the research and make the projections needed for the boards to formulate policy regulating growth, the Long-Range Planning Committee has prepared its survey in order to solicit the opinions of residents in regard to the future of the town.

Last spring Long-Range Planners Len Polizzoto and Tom Hutchinson presented the survey to the Selectmen who enthusiastically endorsed the concept. The Committee subsequently discussed the subject matter of the survey with the Planning Board whose members made suggestions that have been incorporated into the material.

The questionnaire has been designed to enable two adults to fill in the same form. The fifteen questions can be answered easily, and completing the entire form should take only a few minutes.

Committee member Rose Colosi said that it is important for residents to respond to the survey, because long-range planning requires guidelines. She cited cable television and common-wall housing as issues which elicited reactionary responses from the town since no bylaw addressed either concern. "If the bylaws are in place, the town can handle its growth properly," Mrs. Colosi stated.

In the event that the mailman misses anyone, copies of the questionnaire will be available at the Town Hall and the Randall Library. Either mail your response to the Town Hall, or drop off the questionnaire at the library or Mini-Mart by July 20.

The results of the questionnaire will be published in a forthcoming issue of The Villager.
HELP PLAN THE FUTURE OF STOW

Directions: This questionnaire has been developed by the Long Range Planning Committee in order to solicit the opinions of Stow residents in regard to the future of the Town. Please complete all sections and return it at your earliest convenience. In order that all people's opinions be weighed, we ask that all adults in each household respond to each question in this survey.

Please list your street for classification purposes: ____________________________

1. How many years have you lived in Stow? Adult 1 Adult 2

2. What are the ages of all people in your household? _______ _______ _______ _______ _______ _______ _______

3. What do you currently like about Stow? List as many items as you want in descending order of importance to you. For example, #1 Rural Flavor, #2 Open Space, ..... #20 Taxes.

   Adult 1 Adult 2 | Adult 1 Adult 2
   RURAL FLAVOR    | SINGLE SUBDIVISIONS
   FARMS/ORCHARDS  | LOCAL SHOPPING
   OPEN SPACE      | LOCAL INDUSTRIES
   PROXIMITY TO WORK | LOCAL HOME BUSINESSES
   ROUTE 117       | LOCAL AIRPORT
   LOCAL CHURCHES  | QUALITY OF EDUCATION
   FIRE DEPARTMENT | COMMUNITY ACTIVITIES
   POLICE DEPARTMENT | GOOD ELDERLY SERVICES
   HIGHWAY DEPARTMENT | TYPE OF GOVERNMENT
   AFFORDABLE HOUSING | RECREATION FACILITIES
   GOOD NEIGHBORHOODS | LOCAL WASTE DISPOSAL
   TAXES           | (OTHER)

4. WHAT WOULD YOU LIKE STOW TO HAVE MORE OF IN FIVE YEARS?
   (List in descending order of importance)
   A ____________________________ A ____________________________
   D ____________________________ D ____________________________
   U ____________________________ U ____________________________
   L ____________________________ L ____________________________
   T ____________________________ T ____________________________
   1 ____________________________ 2 ____________________________

5. WHAT ABOUT STOW WOULD YOU LIKE TO REMAIN UNCHANGED IN THE NEXT FIVE YEARS?
   # ____________________________ # ____________________________
   1 ____________________________ 2 ____________________________
6. WHAT ARE YOUR FIVE MOST IMPORTANT CONCERNS YOU FEEL THE TOWN SHOULD BE ADDRESSING AT THE PRESENT TIME?

# 1 # 2

7. IF THE ITEMS YOU LISTED ABOVE COST MONEY, WOULD YOU BE WILLING TO PAY MORE TAXES? Adult 1 Adult 2

8. WOULD YOU SUPPORT AND VOTE FOR A PROPOSITION 2 1/2 OVERRIDE TO FUND THE IMPROVEMENTS YOU DESIRE IN STOW? Adult 1 Adult 2 (Yes or No).

9. HOW DO YOU FEEL ABOUT THE GROWTH RATE OF THE TOWN?

ADULT 1 TOO FAST ______ ABOUT RIGHT ______ TOO SLOW ______

ADULT 2 TOO FAST ______ ABOUT RIGHT ______ TOO SLOW ______

10. DO YOU THE BELIEVE THE TOWN SHOULD TRY TO CHANGE THE RATE OF GROWTH?

1 SPEED IT UP ______ SLOW IT DOWN ______ REMAIN AS IS ______

2 SPEED IT UP ______ SLOW IT DOWN ______ REMAIN AS IS ______

For each of the following three questions (11, 12, & 13) please assign a number between 1 and 6 which best reflects your feeling about having the listed development in Stow.

1.) Permitted without restriction
2.) Permitted in limited areas
3.) Permitted, provided open space is made available
4.) Permitted, provided other benefit is supplied to the town (e.g. Fire equipment)
5.) Permitted only in limited areas and when other benefits are supplied to the town
6.) Not permitted

11. WHAT TYPES OF HOUSING DO YOU FAVOR FOR THE FUTURE IN STOW?

ADULT 1 ADULT 2

______ ______ MOBILE HOMES
______ ______ DUPLexES
______ ______ ELDERLY HOUSING
______ ______ SINGLE FAMILY SUBDIVISIONS
______ ______ ROOMING HOUSES
______ ______ SUBSIDIZED HOUSING
______ ______ CLUSTER HOUSING (Single Family)
______ ______ PLANNED UNIT DEVELOPMENTS
______ ______ SCATTERED SINGLE FAMILY
______ ______ APARTMENTS
______ ______ TOWNHOUSES/CONDOMINIUMS (Common Wall Constr.)
______ ______ HOUSEBOATS
______ ______ HOTELS
### Questions

**12. What types of commercial developments do you favor?**

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<td>FRANCHISE OPERATIONS</td>
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**13. What types of industrial developments do you favor?**

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**14. What should the town’s policy be on hazardous industrial byproducts generated locally? (Check only one answer per person).**

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**15. Any additional comments?**

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Thank you for your assistance.

Completed surveys may be mailed to the Long Range Planning Committee c/o Stow, Town Hall, or dropped off at the Town Hall, Library or the Stow mini-mart.

Please respond by July 20th so that your responses will be included in the summary report.
EXHIBIT 12

1955 SUBDIVISION PLAN
Land in Stow
owned by Alvin H Fletcher
Feb 15 1955  Scale 100 feet to an inch
Horace F. Tuttle C.E.

(Original on file)
(Scale of this plan: 1 inch = 150 feet)

Stow Planning Board
Approval under Subdivision Control Law not required Chap. 41, Sec. 8 C.P.
Leon A. Wetherbee
William P. Clark
George F. Shultz
Arthur B. Roach
David B. Spaulding

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number... 207......... of 1955
Rec'd. March 1... 1955 at 3:46 P.M.
with Deed ...
Alvin H. Fletcher et al ...
Salmon Pierozzi et al ...
Recorded, Book 8A21...... Page 507 ...
Attest William P. Bailey, Register
EXHIBIT 13

STOW SHOPPING CENTER SCRAPBOOK
Crowells sell Stow Shopping Center

by Kathy Olohan

Ralph and David Crowell, owners of the Stow Shopping Center, will sell the local landmark to Steven Steinberg of Acton and a group of several private investors.

Both parties to the purchase-and-sale agreement confirmed that the transaction would be finalized before the end of May, and will include all buildings located in the Great Road complex exclusive of Data Terminal.

Steinberg, an attorney, said he plans to update the center, giving the buildings "a new face." Purity Supreme, which failed to renew its lease, will be replaced by another well-known supermarket, he said. The bowling alley will continue to operate. Steinberg is negotiating a management contract with Det Kline who has worked at Crowell Bowl for twelve years.

The new owner expects to expand the center toward Great Road to include a hardware store and other services he deems needed by the town.

"We're very pleased," Ralph Crowell said of the agreement. "The shopping center is an important part of the community, and it is being sold to someone of substance who has wanted it for several years."

Crowell noted that Steinberg owns the package store located in the center, Colonial Spirits. Steinberg is also an owner of the 118 Great Road office building across the street from the shopping center, and will be a co-owner with Dorothy and Richard Hudson of the office building/retail store proposed for 132 Great Road.

Crowell said that he and his brother David had not put their property on the market; however, Steinberg's offer was "something we couldn't refuse." He noted that he and David Crowell have been "truly married to the business" for the past twenty years, working every other night, Sundays, and holidays. "It was an excellent time for us to sell and an excellent time for him to purchase," Ralph Crowell remarked. He said that Steinberg will be negotiating changes in the center that were already in the planning stage.

Ralph and David Crowell grew up on the land that they built into the town's first business district. Their parents, Ralph and Flora Crowell, came to Stow in 1928 and purchased a house and barn which were situated near the Lower Village Common. Ralph, Sr., had been employed by S.S. Kresge in Waltham, but was advised for health reasons to look for outdoor work.

He utilized the chicken houses on the property, went into poultry farming, and started an egg route. Soon he was able to quit his job at A & P Supermarkets and devote himself to full-time farming.

After they graduated from high school, Ralph and David Crowell built a farm market which fronted on Gardner Road. In 1958 they obtained the first liquor store license in town. They expanded their operation in 1960, and people came from miles around to buy their barbecued chicken. In 1963 the town enforced the blue laws. This destroyed their business which thrived on Sunday and holiday patrons, and influenced their decision to bring a supermarket to town.

Purity Supreme opened in 1965, joining the bowling alley, built in 1963, and the drug store which had opened in 1962. The family home burned in 1964, and subsequently all the buildings which had occupied the Gardner Road area were torn down.

"The shopping center was quite an undertaking by the Crowell family," Ralph Crowell remarked.

"They're remarkable people," new owner Steven Steinberg said of the Crowells. He noted that he would do his best to assure the town the same quality of service that it has experienced through Ralph and David Crowell.
Board meets with developers

by Marcia Deelgler

Tuesday night the Planning Board met with Ralph Crowell and his engineer, James Dunn of Dunn Engineering, regarding a proposed subdivision of his property at the intersection of Red Acre Road and Samuel Prescott Drive. "I'm trying to cut the parcel (Lot 1A) off from my house and sell it with the shopping center," Crowell explained. The parcel to be sold is approximately 1.5 acres and supposedly not a buildable house lot due to the situation of wells on the property.

The Board requested a list of abutters and told the owner that a review of the maps would be made later that evening. A response would follow.

As previously reported in The Villager, Crowell is selling the Stow Shopping Center, exclusive of Data Terminal, to Steven Steinberg of Acton and a group of private investors. Crowell informed the Planning Board that papers would be passed on Friday, May 31. Steinberg is also the owner of the 118 Great Road office building and Colonial Spirits, and is co-owner with Richard and Dorothy Hudson of the office/retail building proposed for 132 Great Road.
Facelift planned for Stow Shopping Center

by Kathy Olohan

The Stow Shopping Center will take on a new look in the near future, according to Steven Steinburg who recently purchased the shopping complex from Ralph and David Crowell.

Steinburg told The Villager that he expects to present to the Planning Board early next month his ideas for updating the center. He plans to landscape this summer, and pending approval of the Planning Board, to change the parking configuration, renovate the storefronts, and possibly, to enlarge the former Purity Supreme building to attract another supermarket to the location.

The developer said he has been talking to several markets who do business in this section of Massachusetts, but one of the drawbacks is the size and layout of the 20-year-old facility which does not conform to the design of modern markets. He assumes that any potential lessee would require him to enlarge the present store.

Steinburg said that a supermarket is his first choice for utilization of the Purity Supreme space. However, he would appreciate hearing from community groups as well as individuals who either support the concept of a supermarket or have other ideas as to how the facility should be used.

If the response from residents endorses a supermarket, Steinburg said, the letters will be helpful to him in persuading a modern market to move to Stow.

If the town is indifferent to the idea of a supermarket, then Steinburg said he could divide the Purity Supreme space into two or three small stores.

He encourages residents to write him with their ideas in care of Box 3, Acton 01720.

Stow shopping center will get facelift

By William Jordan

STOW — One of the new owners of Stow Shopping Center told the Planning Board Tuesday night that he plans to give the building a new facade, rearrange the parking lot and expand what used to be the Purity Supreme supermarket.

James White, a co-owner of the center with Steven Steinberg, said the expansion is necessary to attract another supermarket into the space vacated by Purity Supreme last month. He said the 20,000 square-foot store is smaller than most supermarket chains are willing to occupy. Thirty-thousand feet is the minimum most chains will accept, he said, and some want 60,000 feet.

White said he has received over 30 letters from Stow residents, all of whom want to see another supermarket move into the shopping center. But supermarket chains have shown little interest in the now-vacant store.

The proposed addition would add 10,000 square feet to the store, and White presumes, would make it more desirable to supermarket chains.

His plans include repaving, restriping and adding planters to the parking lot, as well as improving the lighting there.

Planning Board members agreed that there seemed to be nothing wrong with White’s plans and made a few minor suggestions for improvement. Board chairman Fran Fruebeis said a plan to create small car parking spaces might not be a good one.
Residents want supermarket

by Kathy Olohan

James White, one of the new owners of the Stow Shopping Center, told the Planning Board Tuesday night that he would do his best to honor residents' requests for another supermarket to replace Purity Supreme in the shopping complex.

White commented that he and co-owner Steven Steinburg had received thirty letters from residents in answer to an article in the last issue of The Villager requesting citizen opinion on use of the Purity Supreme facility. White said that he had been "very surprised and somewhat touched by the response." He noted that it is not often that people care enough to take the time to write to a developer.

He said his mail gave "strong support" to a supermarket. Second choice was a hardware, and third, a clothing store.

The developer said that he had talked with representatives of several supermarkets, but most require more space than the 20,000 square feet provided by the building which formerly housed Purity Supreme. White said the new owners plan to expand the building to attract a desirable supermarket.

White discussed plans for a general renovation of the shopping center. The first phase of these plans includes remodeling the facade of the storefronts to create a colonial motif. Uniform signs will replace the present assortment. Landscaping near Great Road will also be part of this phase.

White said that the parking lot will be restriped, changing the angled parking configuration to a perpendicular design. The change is intended to increase the number of parking spaces and also to facilitate traffic flow.

The second phase of the plans encompasses the enlargement of the supermarket area, and an extension from the bowling alley toward Great Road of new building.

White assured the Planning Board that he would keep the town informed of all proceedings at the shopping center, and said he would submit a formal permit application in the near future.
EXHIBIT 14

132 GREAT ROAD DEVELOPMENT
Hudsons granted office building permit

By William Jordan

STOW — After a four-month debate, the Planning Board Tuesday granted permission to local developers to build an office/retail structure on Great Road near the Maynard line.

Dorothy and Richard Hudson, of Great Road Realty Trust, have been at odds with the board since March over the number of parking spaces required on the proposed site. They threatened to sue the town and each board member for $1.5 million if the matter was not solved to their satisfaction.

After meeting with the Hudson’s attorney and two engineers, the board voted to grant the permit with three conditions, according to board secretary Karen Kelleher:

- The proposed area of retail space must be reduced from 5,000 to 4,000 square feet;
- The deed must note the area of retail space permitted so that future owners will not unwittingly increase the size of retail space; and
- Snow plowed from the lot cannot be stored on the parking area.

The number of parking spaces at the site has been the source of numerous arguments between the board and the Hudsons. During a public hearing earlier in the evening, the Hudsons’ attorney, Robert Cohen, reiterated his contention that only 45 spaces were needed on the proposed 17,000 square foot facility. He cited a parking regulation that he said had been inadvertently omitted from the town’s bylaws.

Planning Board members, however, argued the lot size still fell 750 square feet short of conforming with town bylaws. The controversy revolved around a bylaw that was passed by Town Meeting in 1968 but was omitted from the town records because of a typographical error.

The missing section, “Subparagraph G,” requires that office buildings provide one parking space per 1,000 square feet, and additional spaces for visitors, loading and company cars. Cohen said.

He said the sub-paragraph may have been meant as a “catch all” to cover parking requirements for structures not covered elsewhere in the bylaws. The Hudsons’ proposed building is different, he argued, because it includes both retail and office space.

Parking requirements might also be determined by combining both Sub-paragraph G and the section that covers retail buildings, he admitted. In that case, the Hudsons’ proposed parking area would fall 750 square feet short of the requirement.

Cohen noted that the Hudsons went to great lengths to locate the missing bylaw, and asserted that the board should approve the project as presented.

Board member Edward Perry said Cohen had only set aside three spaces for loading, visitors, delivery and company cars. “Three spaces for visitors may be a little shy,” he said.

Member William Hamblen noted that a narrow access lane behind the building, which could not be used either for parking or maneuvering space, had been included in the total parking square footage and the lot still fell 750 feet short.

Cohen claimed peak hours for retail stores and offices occur at different times so some of the same spaces could be used by different tenants.

But Hamblen said the developers should reduce the retail space in the building from 5,000 square feet to 3,000. “It seems like we’re saying it supports one (store) rather than two,” he said.

The board made its decision after the public hearing and the Hudsons’ representatives had gone home.
Planning Board Hearing On Rezoning Set For September 16

by Kathy Olohan

The Planning Board will meet at 8:00 on September 16 in the Lower Town Hall to listen to arguments both for and against the rezoning proposed for a section of the north side of Great Road.

The zoning change is contained in a warrant article which Attorney Eugene Weibel has submitted to the Selectmen on behalf of his client, David Batsford of Crescent Farms. The warrant article reads as follows:

That an enlargement be made to the district zoned "Business" presently embracing the Stow Shopping Center and that it be extended westerly on the north side of Great Road (Route 117) to a point where Great Road intersects with Crescent Street; thence on the north side of Crescent Street to the westerly boundary of the David Batsford property (designated as lot 34 on Stow Assessors' Map U-11); thence along the westerly boundary of the Batsford lot to a point approximately 450 feet northward on said boundary; thence eastward along a line parallel to and approximately 450 feet from the center lines of Crescent Street and Route 117 to a point where said line returns to and intersects the westerly boundary of the present afore-designated "Business" district.

The area involved in the proposed rezoning constitutes approximately 10.8 acres now zoned residential. Should the warrant article pass at the October 5 Special Town Meeting and the tract become a business district, the following uses would be permitted in accord with the town's bylaws: retail stores, business or professional offices, salesrooms for vehicles and equipment, restaurants, parking areas or garages, and funeral homes.

Other permitted uses require a special permit from the Board of Appeals: they include hotels, motels, or lodging houses; theaters, halls, bowling alleys, and other places of amusement; gasoline service stations, garages, and repair shops.

Weibel is asking for the zoning change so that his client, David Batsford, can continue to operate his business, Crescent Farms. The farmstand is alleged to be in violation of a town bylaw since it is functioning as a retail store in a location zoned residential.

Weibel contends, however, that it is the good of the town, rather than the specific good of his client, that underlies his proposed zoning change. A resident of Harvard Road, Weibel thinks that the town is working against the good of the community, the attorney stated. "If you can't show that, it has no right to be passed." He said he challenges anyone to drive through Stow along Great Road and see how well it is zoned.

The lawyer believes that an extended business district is needed in consideration of the growth of the town. He said the area has never reached its potential as a business area. He feels that if the area is zoned "compact business district," a second business zone consists of 1500 feet along Great Road east of Hudson Road, with a depth of 500 feet along Hudson Road. This area has never reached its potential as a business area. The third business zone encompasses both sides of Great Road in the vicinity of the Stow Shopping Center.

The proposed zoning would be an extension of this third business district. Two properties adjacent to the shopping center on the north side of Great Road are already zoned business, according to Weibel. They are owned by Alice Eaton and Frank Case. The zoning change would involve the eight properties between the Case lot and Crescent Farms. All the property owners involved support the rezoning.
ARTICLE 15. Rezoning from Residential to Business on Great Road.

Eugene Weibel, attorney for David Batsford and also a voter, moved that the Town vote for the following:

That an enlargement be made to the district zoned "Business" presently embracing the Stow Shopping Center and that it be extended westerly on the north side of Great Road (Route 117) to a point where Great Road intersects with Crescent Street; thence on the north side of Crescent Street to the westerly boundary of the David Batsford property (designated as lot 34 on Stow Assessors' Map U-11); thence along the westerly boundary of the Batsford lot until it intersects a line parallel to and 450' north of the centerline of Great Road (Route 117); thence along this northerly line to a point where said line returns to and intersects the westerly boundary of the present afore-designated "Business" district.

Donald Rising read the recommendation of the Planning Board.

"The Planning Board recommends to the Town that they do not approve Article 15 because it creates a strip zone along Great Road which would permit any business use to be built in what is now a residential area. We feel that it is not in the best interest of the Town. We recommend another solution to the problem based on a change to the farm stand portion of the bylaw."

The foregoing was signed by a majority of the Planning Board.

The rezoning would include the Batsford farm stand on Crescent Street which, in the opinion of the Town, is not being operated in accordance with the existing bylaw. After discussion pro and con, when put to a vote, the motion DID NOT CARRY. (11:09)

Moderator Hyde asked for and received a sense of the meeting to request that the Planning Board come in with amendments to the zoning bylaw regarding farm stands.
EXHIBIT 16

DOWNTOWN REVITALIZATION IN HUDSON AND MAYNARD
The Revitalization of Downtown Hudson

by Scott Behmer

Merchants and bankers with faith in Hudson's future have infused their optimism into the center of this old shoe town whose logo reads, "Hudson: A small world, but we've got it all."

"Small changes are what it takes to turn a downtown area around," says Terry Winters, the Main Street Manager. "My role is to work with people already disposed to doing something nice. A new sign, decorating the parking meters, store window competitions — anything that creates excitement."

The town was "awarded" Winters, who has a background in design and historic preservation, by the State Department of Community Development because Hudson merchants and bankers were ready to pay part of her salary. Called the Main Street Program, the State pays $20,000 the first year while the town pays $10,000. The second year, it's reversed. By the third year, the town pays $25,000 and the State $5,000. All five towns that have participated in this program in the past have benefited.

Winters is in her first year in Hudson. The Hudson Merchants' Association and the Community Development Corporation (CDC) chipped in $5,000 each to cover the town's obligation.

Winters brought in advertising and small business specialists who offered merchants along Main Street free consultation. The response of Hudson's merchants surpassed most towns of comparable size. Her long-term goal is to help the Merchants' Association form a strong Chamber of Commerce.

Meanwhile, she will continue to work with the business of Main Street. "You can't just fix buildings," Winters said. "You must try to see why some of the businesses are doing better than others. Hudson is much healthier than many downtowns. It has interested people, and the building stock is wonderful. The location (near Route 495 yet close to Boston) is excellent. It takes time, but things are beginning to change from the ground up."

Mike Tucker, owner of Country Glass and Aluminum on Washington Street and president of the Merchants' Association, is a lifelong resident of Hudson who agrees with Winters. "We have the shoppers, supportive banks, a traffic plan, and a very strong nucleus of merchants," Tucker said. "For years, I would say Hudson was at a medium point. Now, the right people and the right intentions are coming together."

Two years ago, the Hudson Merchants' Association formed the CDC, a private non-profit company with 100 members. Three local banks agreed to make $1,500,000 available through the CDC at lower than prime interest rates to merchants interested in improving their buildings. Thus, the CDC has a voice in how the Main Street of Hudson will look.

The response to this program has been excellent. "At the first CDC fundraiser we raised $23,000," Tucker said.
Then there is the much-discussed traffic plan. The plan began to take shape in 1866 when, according to amateur historian Dick McQuiggin, Hudson broke away from Marlboro because Marlboro Center was too far away. The village was called Feltonville then, and the Gleasondale side of town was Wilkinsville. But town leaders wanted to change the name of the town. Charles Hudson said he'd give the library $500 if they'd call it Hudson. Silas Felton said he'd give $1,000. The other option was to call it Eastboro. For some reason, they called it Hudson, and then commenced discussion of the South Street Extension Plan.

This spring, construction begins. South Street, which parallels Main, will be extended to Broad Street near the AM/PM Market. According to Tucker, that will be completed next fall. Then barriers will be brought in to simulate various one-way traffic patterns. The town is being cautious because of the traffic disaster created when Route 290 was connected with Route 85. They'll observe the traffic before choosing the best pattern.

After traffic, parking is next on the short list of Hudson's problems. Winters said six merchants have volunteered to investigate parking lot options, from acquisition to development costs. "This is a good sign of the energy among the merchants," Winters said. "There is a core of cooperation and openness in this town."

The parking problem, however, is not as dire as many in the area think. There is a large and free municipal lot on South Street and plenty of parking on Main Street. One can usually park closer to a store in Hudson than at a mall, but that doesn't matter. "People won't park out of sight of the store they want to go into," Tucker said. "It's human nature."

Tucker and other merchants say business is good. "Business has increased over the years," says Richard Kerdok, owner of Richard's Ltd., a men's clothing shop, and that block of stores connected to it. "But you have to keep striving to stay ahead. I have great confidence in the downtown area. Retail space is three to four times cheaper than at a mall and there is a friendly downtown atmosphere." Kerdok grew up in Hudson and has watched the changes. "This is not like the urban renewal of Marlboro," Kerdok said. "This is a revitalization."
Downtown Maynard: A Gold Mine

by Scott Behmer

While Christmas shopping in Maynard this month, look around; next Christmas it will be different.

Over the next two years, government money will be used to buy downtown Maynard new parking spaces, sidewalks, street surfaces, trees, and a new traffic pattern. Building facades will be improved. Money may be available to heal anemic Memorial Park and to create a new park along the river.

The first government-funded change was the new $750,000 parking deck at the corner of Nason and Summer Streets. Though the parking has not been full since it opened last month, its completion was significant, according to Maynard Chamber of Commerce President Ken Udanotho. "It's proof of the pudding that revitalization is coming," he said. "The merchants have been promised to death that something would be done about the parking and traffic problems. They needed to see something."

Udanotho senses a new enthusiasm among the 125 downtown area merchants. He cites as evidence an increase in Chamber of Commerce members and a strong turn-out for the $138,000 Mass. Small Cities Facade Improvement Program. "I was in a line of 5 when the door opened the first morning the planners began taking applications," Udanotho said. The program pays for 25% of an improvement, with the landlord or tenant paying the balance. Udanotho owns two downtown buildings and runs the Model Craftsman Shop.

Maynard merchants say business is good, though the warm weather has delayed the Christmas shopping rush. Irene's Stitch-It Shop on Main Street has "more business than we can handle," according to owner Conrad Mayberry. The Pin Cushion, a fabric store on Nason Street, has converted a stock room into part of the store and has expanded into handmade crafts and custom-made quilts.

"It's a healthy area," said Irwin Gomberg, owner of the 28-year-old Village Jewelers. "Stores are expanding: the Pin Cushion, the Outdoor Store, the Pizza House down the street. Digital definitely helps." While the 5500 Digital employees who drive into Maynard each day may help business, they also add to the traffic and parking problems in the downtown area.

Summer Cotton, owner of the Maynard Outdoor Store, would not confirm the rumor that he is expanding. Cotton has been in business in Maynard for 34 years. "I opened in Maynard in 1950 on the day the Mill was closing," Cotton said. "Business has been fairly good in Maynard. It's a friendly town." Udanotho agrees, and thinks business will keep getting better as people tire of the impersonal nature of suburban shopping malls.

Over the years, the "gold mine" has been forced to survive a loss of retail space which "hasn't helped business," according to Summer Cotton and others. Merchants must now weather 2 years of construction tie-ups before the parking, traffic, and foliage improvements can finally pay off.

Spring plans call for a new parking lot on the land sandwiched between the Assabet River and the backs of the buildings on the west side of Nason Street. Construction crews will then begin work on the streets and walks. Ultimately, traffic will move in a one-way circle up Main Street from Nason to McDonald's, around to Summer Street, then down Nason.

Tress, bricks, lights, and improvements in the intersection near the police station are included in the $1,700,000 plan.

Photo by Jan Hamlet
EXHIBIT 17
CACI POPULATION FORECAST
# DEMOGRAPHIC FORECAST REPORT

**STOW, MA**

**RT 117 & RED ACRES**

**0-3 MILES**

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---

INCOME FIGURES ARE EXPRESSED IN CURRENT DOLLARS FOR 1980 AND 1984.
1989 FIGURES ARE EXPRESSED IN 1984 DOLLARS.

---

COPYRIGHT 1984 CACI, ARLINGTON, VA (800) 336-6600 X-7807 DATE 11/7/84
### Demographic Forecast Report

**Stow, MA**  
**RT 117 & RED ACRES**  
**0-5 MILES**

<table>
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<tr>
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<td>44954</td>
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#### Race Distribution

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#### Age Distribution

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#### Average Age

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*Income figures are expressed in current dollars for 1980 and 1984. 1989 figures are expressed in 1984 dollars.*

**Copyright 1984 CACI, Arlington, VA (800) 334-6600 X-7807 Date 11/7/84**
**DEMOGRAPHIC FORECAST REPORT**

**STOW, MA**
RT 117 & RED ACRES
0-10 MILES

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**RACE DISTRIBUTION**

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**AGE DISTRIBUTION**

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<th>Median Age</th>
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**INCOME FIGURES ARE EXPRESSED IN CURRENT DOLLARS FOR 1980 AND 1984. 1989 FIGURES ARE EXPRESSED IN 1984 DOLLARS.**

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EXHIBIT 18

EXCERPTS FROM NEW ENGLAND REAL ESTATE DIRECTORY
# New England Real Estate Directory

The Foremost Reference to Corporate Expansion, Relocation and Development

## Acton

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<th>Rent</th>
<th>Availability</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strawberry Hill Open Listing 289 Great Rd.</td>
<td>Bongiorno Assoc. 617 263-8576</td>
<td>$19.00 gross 35,000</td>
<td>4 Stories</td>
<td>85,000 sf</td>
<td></td>
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<tr>
<td>Acton Professional Ctr. 411 Mass. Ave. Bongiorno Assoc. 617 263-8576</td>
<td>Same 617 263-8576</td>
<td>$14.00 gross plus electricity 500</td>
<td>3 Stories</td>
<td>26,000 sf</td>
<td></td>
</tr>
<tr>
<td>Nagog Office/R&amp;D Park Acton, MA The Codman Co., Inc. 617 423-6500</td>
<td>Same 617 423-6500</td>
<td>$9.00 net/net 23,000</td>
<td>2 Stories</td>
<td>57,000 sf</td>
<td></td>
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<tr>
<td>Nagog Office Greene 54 Nonsense Path Acton, MA Robert Rowe, Realtor 617 262-6712</td>
<td>Same 617 262-6712</td>
<td>$13.50 net/net plus utilities 10,000</td>
<td>1 Bidg.</td>
<td>12,960 sf</td>
<td></td>
</tr>
<tr>
<td>Boxborough Tech. Ctr. Codman Hill Rd. Cronin &amp; Co. Inc. 617 523-4459</td>
<td>Same 617 523-4459</td>
<td>$8.50 net plus utilities 200,000</td>
<td>2 Bidgs.</td>
<td>100,000 sf</td>
<td></td>
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<tr>
<td>Boxborough Tech. Park Swanson Rd. Boxborough, MA Winstanley Assoc. 617 369-6500</td>
<td>Same 617 369-6500</td>
<td>$9.00-$10.50 net/net 100,000</td>
<td>2 Stories</td>
<td>100,000 sf</td>
<td></td>
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<tr>
<td>Abbey Plastics 11 Brent Dr. Hudson, MA The Norwood Group, Inc. 617 272-4444</td>
<td>Same 617 272-4444</td>
<td>N/A/Sale at $1,300,000 FULL 1 Story</td>
<td>33,000 sf</td>
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<tr>
<td>Hudson Business Park Technology Drive Hudson, MA Cabot, Cabot &amp; Forbes P. Forrester 617 722-8356</td>
<td>same 617 722-8356</td>
<td>$10.50 net 101,000</td>
<td>2 Bidgs.</td>
<td>101,000 sf</td>
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<tr>
<td>The Mill Pond Building 85 Great Road Maynard, MA The Codman Co., Inc. 617 423-6500</td>
<td>Same 617 423-6500</td>
<td>$8.00 net/net/net 32,000</td>
<td>1 Bidg.</td>
<td>32,000 sf</td>
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<tr>
<td>Stanmar Office Park Boston Post Rd. Sudbury, MA Stamm, Inc. 617 443-9922</td>
<td>Same 617 443-9922</td>
<td>$10.50 net/net/net 19,000</td>
<td>2 Stories</td>
<td>19,000 sf</td>
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<tr>
<td>424 Boston Post Rd. Sudbury, MA Dallamares Realtors 617 879-7880</td>
<td>Same 617 879-7880</td>
<td>$16.00 gross plus utilities FULL 1 Bidg.</td>
<td>2 Stories</td>
<td>22,000 sf</td>
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<tr>
<td>Chiswick Trading Bldg. Union Ave. Sudbury, MA The Norwood Group, Inc. 800 322-7772</td>
<td>Same 800 322-7772</td>
<td>N/A FULL 25,200 sf</td>
<td>2 Stories</td>
<td>25,200 sf</td>
<td></td>
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<tr>
<td>Building Name</td>
<td>Leasing Agent</td>
<td>Management Agent</td>
<td>Rent</td>
<td>Availability</td>
<td>Size</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------------------</td>
<td>--------------------------------</td>
<td>--------------------</td>
<td>--------------</td>
<td>------------</td>
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<tr>
<td>Concord Office Ctr.</td>
<td>Winstanley Assoc.</td>
<td>Concord Property Mgmt., Inc.</td>
<td>N/A</td>
<td>FULL</td>
<td>2-3 Stories</td>
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<tr>
<td>1 Baker Ave. Concord</td>
<td>D. Winstanley/B. Gurall</td>
<td></td>
<td>617 369-6600</td>
<td></td>
<td>52,281 sf</td>
</tr>
<tr>
<td>HAM Assoc. Bldg. 336</td>
<td>Calamari Realty Trust</td>
<td>Same</td>
<td>$500.00/mo gross</td>
<td>450</td>
<td>2 Stories</td>
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<tr>
<td>Baker Ave. Concord</td>
<td>Donna McCandless</td>
<td></td>
<td></td>
<td>20,000 sf</td>
<td></td>
</tr>
<tr>
<td>Biggs 2 Ceuter Dr.</td>
<td>Winstanley Assoc.</td>
<td>Concord Property Mgmt. Inc.</td>
<td>N/A</td>
<td>FULL</td>
<td>3 Stories</td>
</tr>
<tr>
<td>45 Concords</td>
<td>David Winstanley</td>
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<td>617 369-6600</td>
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<td>76,281 sf</td>
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<tr>
<td>Biggs 1 Ceuter Dr.</td>
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<td>1 Story</td>
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<td>45 Concords</td>
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<td>Demonmill Square</td>
<td>Vestcom</td>
<td>Mill Square Partnership</td>
<td>$11.00-$14.00 net,net,net</td>
<td>15,000</td>
<td>6 Stories</td>
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<tr>
<td>Main St. (Rte. 82)</td>
<td>Bill Coya</td>
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<td>Concord, MA</td>
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<td></td>
<td></td>
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<tr>
<td>4 New England Tech. Ctr.</td>
<td>Meredith &amp; Grew</td>
<td>Spaulding &amp; Co.</td>
<td>$17.50 gross</td>
<td>62,000</td>
<td>3 Stories</td>
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<tr>
<td>Virginia Rd.</td>
<td>D. Pergola/D. Crone</td>
<td>Carolyn Creelman</td>
<td></td>
<td>62,000</td>
<td></td>
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<tr>
<td>Concord, MA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 New England Tech. Ctr.</td>
<td>Meredith &amp; Grew</td>
<td>Spaulding &amp; Co.</td>
<td>N/A</td>
<td>FULL</td>
<td>3 Stories</td>
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<tr>
<td>Virginia Rd.</td>
<td>D. Pergola/D. Crone</td>
<td>Carolyn Creelman</td>
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<td>44,800 sf</td>
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<td>Concord, MA</td>
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<tr>
<td>The Mall</td>
<td>Haynes Mgmt., Inc.</td>
<td>Same</td>
<td>$15.00 net</td>
<td>FULL</td>
<td>2 Stories</td>
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<tr>
<td>Lincoln Station</td>
<td>S. Bradley</td>
<td></td>
<td></td>
<td></td>
<td>34,000 sf</td>
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<tr>
<td>Lincoln, MA</td>
<td></td>
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<tr>
<td>Littleton Center</td>
<td>Robert Rowe, Realtors</td>
<td>Carl Lofberg</td>
<td>Same,net,net,net</td>
<td></td>
<td></td>
</tr>
<tr>
<td>225 Great Road</td>
<td>Bob Rowe</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Littleton, MA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I-495 &amp; Route 2</td>
<td>Rodger Nordblom</td>
<td></td>
<td></td>
<td></td>
<td>100,000 sf</td>
</tr>
<tr>
<td>Littleton, MA</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Penn Well Bldg. 118</td>
<td>Concord Property Mgmt.</td>
<td>Same</td>
<td>$13.50 net,net,net</td>
<td>13,000</td>
<td>2 Stories</td>
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<tr>
<td>Russell St. Littleton, MA</td>
<td>Bruce Gurall</td>
<td></td>
<td></td>
<td></td>
<td>43,281 sf</td>
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<tr>
<td>33 Boston Post Rd.</td>
<td>TREC</td>
<td>Rosewood Mgmt.</td>
<td>$16.50 net</td>
<td>115,000</td>
<td>5 Stories</td>
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<tr>
<td>Marlborough, MA</td>
<td>M. d'Oron/c. Leeming</td>
<td>Bob DePietri, Jr.</td>
<td></td>
<td>Immediately</td>
<td></td>
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<tr>
<td>R.K. Plaza</td>
<td>R.K. Assoc.</td>
<td>Same</td>
<td>$10.00 net,net,net</td>
<td>40,000</td>
<td>1 Story</td>
</tr>
<tr>
<td>Marlborough, MA</td>
<td>Raanan Katz</td>
<td></td>
<td></td>
<td>Will divide</td>
<td></td>
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<tr>
<td>Village Plaza</td>
<td>Progressive Realty</td>
<td>Same</td>
<td>$12.00 net,net,net</td>
<td>50,000</td>
<td>3 Stories</td>
</tr>
<tr>
<td>Boston Post Rd.</td>
<td>Jack Brothers</td>
<td></td>
<td></td>
<td>Immediately</td>
<td></td>
</tr>
<tr>
<td>Marlborough, MA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>221 Boston Post Rd.</td>
<td>R.W. Holmes Realty</td>
<td>Rosewood Mgmt. Assoc., Inc.</td>
<td>$14.50 net</td>
<td>37,000</td>
<td>4 Stories</td>
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<tr>
<td>Marlborough, MA</td>
<td>Cari Lothrop</td>
<td></td>
<td></td>
<td>1st Qtr 85</td>
<td>37,000 sf</td>
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## Marlborough

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<tr>
<th>BUILDING NAME ADDRESS</th>
<th>LEASING AGENT</th>
<th>MANAGEMENT AGENT</th>
<th>RENT</th>
<th>AVAILABILITY</th>
<th>SIZE</th>
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<tr>
<td>Wayside Professional Park</td>
<td>R.W. Holmes Realty</td>
<td>Corporate Space, Inc.</td>
<td>$12.00</td>
<td>7,310</td>
<td>Immediately</td>
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<tr>
<td>910 Boston Post Rd. Marlborough, MA</td>
<td>Wayne Spiegel</td>
<td>Brad Snow</td>
<td>$12.00</td>
<td>net plus utilities</td>
<td>1 Story</td>
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<td>Assabet Valley Ind. Park 1 Brigham St. Marlborough, MA</td>
<td>R.W. Holmes Realty</td>
<td>True Assoc.</td>
<td>$5.50-$6.25</td>
<td>48,000</td>
<td>Immediately</td>
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<td>Cedar Hill Ind. Park Cedar Hill St. Marlborough, MA</td>
<td>Neele Cos. Scott Hughes</td>
<td>Neele Cos. Scott Hughes</td>
<td>$5.75</td>
<td>7,310</td>
<td>Immediately</td>
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<td>495 Tech. Ctr. West D’Angelo Dr. Marlborough, MA</td>
<td>Neele Cos. Scott Hughes</td>
<td>Neele Cos. Scott Hughes</td>
<td>$5.75</td>
<td>90,810</td>
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<td>165 Forest St. Marlborough, MA</td>
<td>TREC Dick Shepardson</td>
<td>Quante Devel. Mike Gorman</td>
<td>$15.50</td>
<td>25,000</td>
<td>Immediately</td>
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<td>Cedar Hill Ind. Park #1 753 Forest St. Marlborough, MA</td>
<td>Neele Cos. Scott Hughes</td>
<td>Charter Devel. Brian Gagne</td>
<td>$5.75</td>
<td>12,500</td>
<td>Immediately</td>
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<td>Assabet Valley Ind. Park Assabet Valley Ind. Park</td>
<td>Corporate Space, Inc. Brad Snow</td>
<td>R.F.T. Properties Bob Tambone</td>
<td>$9.50</td>
<td>65,000</td>
<td>Immediately</td>
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<tr>
<td>85 Hayes Memorial Dr. Marlborough, MA</td>
<td>R.W. Holmes Realty Wayne Spiegel</td>
<td>Northland Mgmt. Corp. David Coughlan</td>
<td>$10.00</td>
<td>61,000</td>
<td>Immediately</td>
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<tr>
<td>33 Locke Dr. Marlborough, MA</td>
<td>R.W. Holmes McPherson Corp</td>
<td>R.M. Bradley &amp; Co. Inc. Steve Rosen</td>
<td>$10.00</td>
<td>10,000</td>
<td>Immediately</td>
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<tr>
<td>Marlborough Ind. Park Locke Dr. Marlborough, MA</td>
<td>same</td>
<td>R.M. Bradley &amp; Co. Inc. Steve Rosen</td>
<td>$11.00</td>
<td>160,000</td>
<td>Immediately</td>
</tr>
<tr>
<td>1 Metropolitan Corp. Ctr. Marlborough, MA</td>
<td>Spaulding &amp; Slye Joseph Fallon</td>
<td>Paul Grant</td>
<td>$10.00</td>
<td>26,000</td>
<td>Immediately</td>
</tr>
<tr>
<td>2 Metropolitan Corp. Ctr. Marlborough, MA</td>
<td>Spaulding &amp; Slye Joseph Fallon</td>
<td>Paul Grant</td>
<td>$10.00</td>
<td>FULL</td>
<td>Immediately</td>
</tr>
<tr>
<td>3 Metropolitan Corp. Ctr. Marlborough, MA</td>
<td>Spaulding &amp; Slye Joseph Fallon</td>
<td>Paul Grant</td>
<td>$10.00</td>
<td>FULL</td>
<td>Immediately</td>
</tr>
<tr>
<td>4 Metropolitan Corp. Ctr. Marlborough, MA</td>
<td>Spaulding &amp; Slye Joseph Fallon</td>
<td>Paul Grant</td>
<td>$10.00</td>
<td>FULL</td>
<td>Immediately</td>
</tr>
<tr>
<td>5 Metropolitan Corp. Ctr. Marlborough, MA</td>
<td>Spaulding &amp; Slye Joseph Fallon</td>
<td>Paul Grant</td>
<td>$10.00</td>
<td>FULL</td>
<td>Immediately</td>
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<td>Mount Royal Office Park 1 2 Mt. Royal Ave. Marlborough, MA</td>
<td>Haynes Mgmt., Inc. S. Bradley</td>
<td>Paul Grant</td>
<td>$10.00</td>
<td>FULL</td>
<td>Immediately</td>
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<td>Mount Royal Office Park 2 4 Mt. Royal Ave. Marlborough, MA</td>
<td>Haynes Mgmt., Inc. S. Bradley</td>
<td>Paul Grant</td>
<td>$10.00</td>
<td>FULL</td>
<td>Immediately</td>
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<td>Comin Plaza Pleasant St. Marlborough, MA</td>
<td>Canners &amp; Co. Robert Cahners</td>
<td>Canners &amp; Co. Robert Cahners</td>
<td>$10.00-$12.00</td>
<td>750</td>
<td>Immediately</td>
</tr>
<tr>
<td>Marlboro Executive Park Route 20 Marlborough, MA</td>
<td>Merrell &amp; Drew J. D'O'hearn J. Etock</td>
<td>The Linpro Company</td>
<td>$17.00</td>
<td>52,000</td>
<td>Immediately</td>
</tr>
</tbody>
</table>
EXHIBIT 19

LOWER VILLAGE OFFICE LISTING
TO: Cooperating Brokers
From: Gordon C. Brown
DATE: May 15, 1985
RE: OFFICE SPACE FOR LEASE - Stow, Mass.

We are the Exclusive Agent for 7,500 Sq. Ft. of first
class office space at 118 Great Road, Stow on Rts. 117
and 62, and near Rts. 2 and 495. Bordering and nearby
towns include Acton, Maynard, Sudbury, Concord, and Hudson.

TERM: Approximately 4 years with possible option. This is a
sub-lease.

LAYOUT: Turn page.

UTILITIES: 120-208 3ph
FHAxGas - AC
Water - private
Septic System

AVAILABLE: 1 May

PRICE: $9.00 per Sq. Ft.

TERMS: NN - Landlord pays base tax and insurance. Tenant pays for
his utilities and a proportionate share of CAM, and the in-
crease in insurance premiums and RE taxes after first year.

CONTACT: Gordon C. Brown 617-263-6712

Robert Rowe, Realtors will share our fee equally with any
Broker who introduces a prospect with whom a lease is
consummated.
FOR LEASE

OFFICE SPACE 7,500 Square Feet

LOCATION
118 Great Road, Stow MA (Rts 117 & 62) near Rts 495 & 2 and near the centers of Maynard, Acton & Concord.

DESCRIPTION
A 7 year old building - space on the second level - (on the same level as the office parking lot in the rear) a large open area partially rimmed by 13 offices and 2 conference rooms - one of latter is classroom size. Area is ideal for convenient shopping.

AMENITIES
Wall to wall carpets; AC.

UTILITIES
120-208, 3ph
Gas FHA
Water & sewer private

TERMS
NN - Tenant pays for all but base tax & base insurance.

AVAILABLE
1 May

PRICE
9.00 NN
Gd C. Bro
Gordon C. Brown 617-263-6712

CONTACT

EXCLUSIVE AGENTS

ROBERT ROWE, REALTORS
179 Great Road
Acton MA
EXHIBIT 20

TOWN CENTER PROFESSIONAL BUILDING
I. Outgrown your in-home business? Interested in an Investment Condo? Rental Sharing? Call today for information on Business Condos – $79,900 and up or rentals at $14.50 per sq. ft. plus electricity. Four to choose from.

16 Gleasondale Road
Stow, Massachusetts 01775
Bus. 617/897-8808
GENERAL COMMENTS: 2nd floor, 2700 sq.ft. - $11.00 per sq. foot. Lease price includes share of common area and maintenance costs. Compact Business Zone, allowing for retail, service establishment, business or professional office or bank. See spec. sheets at Listing Office for owner supplied betterments. A.D.T. fire protection system. Lessee pays electric for individual heat pump and lights. Kitchenettes are optional.

EXCLUSIONS & RENTAL EQUIPMENT:


FLOOR PLAN: Bsmt. Sump Pump Rec. Rm. Dr. Kit. Fam. Rm. Bath. Level Lr. Level Brs. Level. TO BE DETERMINED.

All dimensions stated herein are approximate only and are not guaranteed unless otherwise specified.


No. 16 Street Gleasondale Rd. Town STOW Type Office. Rms. 2700 Br. N/A. Baths Up to 6. Price $11.00 Per sq. ft. 6 Lavs. Sq. ft.
GENERAL COMMENTS: Unit 2-1, second floor, left - 970 sq. ft. of space plus 125 sq. ft. of common area to make 1095 sq. ft. - share 16% of the cost to operate common space and maintain exterior of buildings and grounds. This is a COMPACT BUSINESS ZONE, allowing for retail or service establishment, business or professional office or bank. See spec. sheets at Listing Office for owner supplied betterments. ADT fire protection and burglar alarm systems. Kitchenette optional.

EXCLUSIONS & RENTAL EQUIPMENT:

CONSTRUCTION & EQUIPMENT: Heat Pump Zones One Fuel Elec. Cost N/A Fireplace N/A

FLOOR PLAN:
Level Dr. Sump Pump Rec. Rm. Laundry
Level Kit. Fam. Rm. Bath
Level Bath
Level

TO BE DETERMINED.

All dimensions stated herein are approximate only and are not guaranteed unless otherwise specified.

FINANCIAL: Assmt. Bldgs. Later Land Total Later Tax Later Yr. '84 Betterments N/A

LAND IMPROVEMENTS & UTILITIES: Zoning Residential Frontage N/A Land Size N/A
Flood Zone No Sewage Private Street Town Easements None Known
Grammar School N/A School Bus N/A Gas No Water Well

CONFIDENTIAL TO CMMLS: Registry South Middlesex Book Later Page Later L.C. CH.
Listing Office APPLE COUNTRY REAL ESTATE Bus. Phone 897-8808
Fee to Selling Office 3% Salesperson Maryellen Burns Home Phone 263-4945
Insp. Date Anytime Date 9/04/84 Expires 8/21/85 OCT 9 - 1984
Owner John J. Flannery, Inc. Phone N/A CMMLS Map Loc. K11

Office Unit 2-3, Town Center Professional Building

No. 16 Street Gleasondale Road Town STOW Type Condo Rms. Br. N/A Baths 2 1/2's Price $115,000

CENTRAL MIDDLESEX MULTIPLE LISTING SERVICE, INC.
All information supplied by owners; No attempt has been made to verify same. Sales offerings are made subject to errors, omissions, change of price, prior sale or withdrawal without notice.
GENERAL COMMENTS: Unit 2-2, second floor, center rear - 660 sq.ft. of space plus 97 sq.ft. of common area to make 757 sq.ft. - share 14% of the cost to operate common space and maintain exterior of buildings and grounds. This is a COMPACT BUSINESS ZONE, allowing for retail or service establishment, business or professional office or bank. See Spec. sheets at Listing Office for owner supplied betterments. ADT fire protection and burglar alarm systems. Kitchenette optional.

EXCLUSIONS & RENTAL EQUIPMENT:

CONSTRUCTION & EQUIPMENT: Heat Pump Zones One Fuel Elec. Cost N/A Fireplace N/A

FLOOR PLAN: Bsm. Sump Pump Rec. Rm. Laundry Bath
Level Lr. Dr. Kit. Fam. Rm. Bath
Level BRs.
Level

TO BE DETERMINED.

FINANCIAL: Assmt.- Bids. Later Land Total Later Tax Later Yr. '84 Betterments N/A

LAND IMPROVEMENTS & UTILITIES: Zoning Residential Frontage N/A Land Size N/A
Flood Zone No Sewage Private Street Town Easements None Known
Grammar School N/A School Bus N/A Gas No Water Well

Confidential to CMMLS: Registry South Middlesex Book Later Page Later L.C. Clk.
Listing Office APPLE COUNTRY REAL ESTATE Bus. Phone 897-8808
Fee to Selling Office 3% Salesperson Maryellen Burns Home Phone 263-4945
Ins. Date Anytime Date 9/04/84 Expires 8/21/85 SEP 1 '84
Owner John J. Flannery, Inc. Phone N/A CMMLS Map Loc. K11

No. 16 Street Gleasondale Road Town STOW
Unit 2-2, Town Center Professional Building Type Condo Rms. Br. N/A Baths 2 1/2's Price $79,900
EXHIBIT 21

STOW ACRES SCRAP BOOK
The Stow Villager

Townhouses proposed for Stow Acres Golf Course

by Marcia Deegler

On Tuesday, October 23, members of the Planning Board met with Roy Smith, the potential buyer of the Stow Acres Golf Course, and his attorney, Arthur Hill, to discuss preliminary plans for that parcel of land. On October 5, Smith signed an agreement of sale on the property, subject to certain qualifications, notably a change in the town's zoning bylaws so as to enable him to construct townhouse condominiums.

"The sale price requires that a number of housing units be built on the property," Smith advised the Board. Although the total land area would allow for the construction of about 250 4-bedroom, single-family, detached dwellings (standard subdivision), this is not his intention, he said.

"I have been considering this purchase for seven years, and have talked to several people in town. I know the Town of Stow is very concerned with conservation land and open space," he stated.

His basic plan is to retain both golf courses in full, with maybe only one or two tee changes, he explained. At various locations on the land bordering the two courses, he plans to construct about 225, 2-3 bedroom common-wall units. Septic systems and a private water supply are also included. The courses would remain public and the condo owners would not have any interest in their ownership. He estimated the selling price of the units may average $150,000-$200,000.

The main objective, Smith explained, is not to cut up the parcel, but to leave it as undisturbed as possible. Any walks, trails, or roads would be situated so as not to impact the traffic pattern of any one neighboring area. He feels very comfortable that the contour of the land lends itself to constructing units that will compliment the environment.

Smith informed the Board of similar projects in neighboring towns that he has recently worked on or completed. He invited members to visit his latest townhouse establishment in Westford. On a parcel of 140 acres, he stated, only 10% of the land was utilized for housing units. They are high quality and energy efficient, he said, and all but about five trees were saved. Board members agreed to walk the Westford site with him on Wednesday, October 24, in preparation for future discussions on the issue.

In other matters, the Board reviewed preliminary plans submitted by Traverna Brothers regarding their five-house subdivision on Bradley Lane. Additional information on drainage and contours is needed, and a completed submission will be made at the Board's next meeting in November.

The Board also addressed the sign bylaw issue with David Carlson and Jean Lynch of the Stow Business Association.

Townhouses proposed

continued from page 1

and reviewed the results of a survey the Association recently conducted. Seasonal signs, directional signs, a directory in the center of town, temporary signs, on and off-site advertising, and enforcement issues were some of the items discussed. The Association plans to meet again with the Board in two weeks to continue the process.
Stow Acres developer seeks zoning change

by Scott Behmer

At an informal meeting between developer Roy Smith and about 30 Conservation Trust and Commission members, Smith outlined his plans for the Stow Acres Country Club. Smith will purchase the 570-acre parcel of land from the Page brothers if Stow residents vote for a change in both the town bylaws and the zoning map, probably at a Special Town Meeting early in 1985.

The bylaw change would allow common-wall construction on parcels over 450 acres. Smith’s lawyer, Stow resident Arthur Hill, said there was not another contiguous piece of land in Stow that could meet the 450-acre requirement. The Page property, located near the geographical center of town, is one of the largest remaining parcels of private property inside of Route 495 and to the west of Boston.

The zoning change would designate the part of town where the Page land is located as suitable for common-wall units. If both the bylaw and zoning map were changed, a developer would still need a special permit from the Planning Board before proceeding with construction.

Smith wants the changes in order to protect the open land, keep the courses functioning, and “save as many trees as possible.” Townhouses would use about 10 percent of the land. He cited work he has done in Westford, Littleton, Acton, and Concord as examples of what can be expected in Stow. He passed around pictures of his 146-acre Blanchard Farms development in Westford and invited people to visit it.

The selling price for the 570 acres is $10,000,000. The 36-hole Stow Acres Country Club covers nearly half of the land. Smith and his lawyer emphasized that there would be no loss of holes and the course would remain public.

Motorized carts would be added and a couple of trees altered. However, even if the course were to fold, it could not be built on. “The deed would state that the land must remain open space,” Smith said. “It can only be used for agriculture or recreation. I want the safeguards; I really want to make this something that works.”

Over the next 5 years, Smith would like to construct about 250 townhouses. While most of these would be around the periphery of the north course, some would be adjacent to the south. 30 percent of the structure would have 2 bedrooms, with every 2 units connected by a garage. The remainder would have 3 bedrooms.

The townhouses would be built in clusters of about 24 units, with every 12 units sharing a septic system. The location of the Stow Acres driving range is slated for a cluster of structures. The units would sell for $150,000 - $250,000.

The rest of the land would have trails and be open to the public. The golf courses would be available for cross-country skiing in the winter as part of the commercial venture. The clubhouse would be used for functions and as a restaurant. “It’s a special building,” Smith said.

Zoning change proposed to accommodate condominiums

by Marcia Deegler

Roy Smith, the prospective buyer of the Stow Acres Country Club, and his attorney, Arthur Hill, met with the Planning Board on November 13 to submit a draft of a proposed bylaw change that, if passed by Town Meeting, would enable him to purchase the 700-acre parcel of land. The proposed bylaw would alter the present recreational zoning to zoning that would incorporate an allowance for the construction of multiple-family dwelling units. Various protective conditions have been suggested in the written proposal in order to preclude the use of the bylaw in the future.

The situation of the country club should be considered unique, Smith said, in view of its size and the nature of the recreational and environmental assets it represents for the town. He believes the proposed zoning change reflects an active attempt to retain both golf courses in full, but at the same time protect the town from any further such developmental endeavors on smaller parcels of land.

Spreading out a large aerial photograph of the property, Smith pointed out the concentrated areas that would be utilized for housing and roadways, and discussed the general design of his buildings, his concern for the privacy of present abutters, and the building methods used in a similar, 146-acre project in Westford, known as Blanchard Farms. He reiterated his plans, presented to the Planning Board at an earlier meeting, to refurbish the clubhouse, keep the courses public, and introduce cross-country skiing in the winter months.

The Planning Board agreed to review the bylaw proposal and continue discussion with the developer at its next November meeting. Smith is hoping for a Special Town Meeting in January or February to inform the townsmen of his intentions and have them render a decision on the bylaw portion of the process at that time.
Stow Acres developer proposes bylaw change to Planning Board

by Kathy Olohan

Tennis courts and an enclosed swimming pool will be among the amenities offered condominium dwellers at the Stow Acres Country Club.

Developer Roy Smith discussed using open space for recreational purposes with the Planning Board at its November 27 meeting. At that time he reviewed with the Board a draft of a proposed bylaw that would enable him to construct common-wall dwellings in the Town of Stow. The present bylaws restrict new construction to single-family units.

Smith will buy a 575-acre parcel of land from the Page brothers, owners of the 36-hole Stow Acres Country Club, if he is successful in obtaining a zoning change. Any such change requires the affirmative vote of the electorate, and Smith is hoping for a Special Town Meeting in early 1985 to render that decision.

In consultation with his lawyer, Arthur Hill of Stow, Smith drafted a bylaw proposal that would limit common-wall construction to parcels of land over 500 acres. This insures the town against an influx of apartments or condominiums because there is no other piece of privately-owned property of this size within the town.

The developer had met previously with the Planning Board, and more recently, with the Conservation Trust and Conservation Commission. The draft that he proposed reflected his sensitivity to the concerns of the town expressed in those earlier meetings.

Reiterating his commitment to protect open land as much as possible, Smith estimated that he will develop roughly 300 acres of the approximately 575 acres involved in the proposed purchase. He has planned 225 units at 1 1/4 acres per unit, the present zoning stipulation for single-family units.

The golf courses will remain public, and their use will be restricted to golf or quiet sports such as cross-country skiing. Smith said that the quiet-sports provision in the draft was intended to prohibit motorcycles.

Water will be provided by a single well, a situation similar to that of the Harvard Acres subdivision. Fire hydrants will be installed. The units will share septic systems.

Smith said that although he intends to construct all townhouses, his units will be compatible with single-family housing which could be built in proximity to the condominium complex.

Work on the development will be done in four phases, with completion of construction not to exceed six years, Smith said. The two and three-bedroom units will range in price from $150,000 to $250,000.

The developer will attend a future meeting of the Planning Board after he has worked out refinements to his draft suggestion by the Board members.

In other business, the Board discussed revisions to the sign bylaw with representatives of the Stow Business Association. The two groups were concerned with the number, size, and location of signs within the town. The Board will continue its deliberations on this issue, expecting to present its changes to the voters at Town Meeting.
Board deliberates Stow Acres zoning proposal

by Marcia Deegler

In its usual manner of thoroughness, the Planning Board carefully deliberated the proposed bylaw draft for the Stow Acres Golf Course development until the midnight hour with potential buyer Roy Smith, his attorney Arthur Hill, and Acton Survey representative Harry Donohue at its December 11 meeting.

Smith had submitted the proposal at the Board's previous meeting, at which time members agreed they would review its content and return to him with any questions or concerns. It was evident that all had done their homework as they covered the bylaw section by section, clarifying information and offering revisions.

Smith reiterated his construction plans and intention to limit the number of units to approximately 225. The construction process would be conducted in phases, he stated, with the Planning Board having the final approval on each phase as it developed. A phase was essentially defined as a contiguous grouping of houses (units), surrounded by their own open space. After discussion, Board members requested that a specific definition of "phase of construction" be included in the actual bylaw.

The members also expressed their concern for limiting the number of bedrooms the units will contain as a means to curb the population impact the condos may have on the schools and town services and facilities. Smith said that primarily 2-3 bedrooms were planned, with four-bedroom units minimal to non-existent.

"Will owners be able to expand their dwellings, once occupied?" the Board members asked. Smith replied negatively, stating that owners will not be able to expand outside the building, since they will own only the interiors. The Association will own all land and external structures, including the garages. Perhaps a basement could be finished off, Smith said, but noted that it was unlikely that it would be converted to an additional bedroom.

During the course of the evening, Smith and his attorney seemed very agreeable to most of the suggested revisions offered by the Board. They adjourned with the understanding that adjustments would be made and the proposal brought back for review after the holidays.
Stow Acres developer presents proposed plans

to Board of Health

by Corinne B. Green

Developer Roy Smith, prospective purchaser of Stow Acres Country Club, and his lawyer, Arthur Hill of Stow, paid a visit to the Board of Health on December 18 to review proposed plans for condominium construction on the 375-acre parcel of land. "I don't like surprises any more than anybody else," Smith said. "If you have any questions, I'd like to know them."

Smith has an agreement to purchase the 36-hole Stow Acres Country Club from the Page brothers, if he is successful in obtaining a zoning bylaw change. Current bylaws restrict new construction to single-family dwellings. Smith has drafted a bylaw proposal that would permit common-wall construction on a parcel of land over 500 acres (This is the only privately-owned parcel remaining in town.). He hopes to present the proposed change at a Special Town Meeting early in 1985.

According to Smith, development of the property which would leave the golf courses intact and retain 250 to 300 acres of open land, would take place in phases over a period of four to six years.

The Board of Health was interested primarily in discussing the septic system design and location and the water source. Smith said he expects to construct 225 units. Ten percent of these may be three or four bedroom and the remainder, two bedroom. He is planning to put thirty-two units on each septic system. Each of these large systems would have a capacity of about 12,000 gallons. Garbage disposals would be prohibited and the systems would be pumped out once a year at the start. The condominium association would own the septic systems. Smith expects to utilize one central well which may or may not be owned by the association.

Board member Malcolm FitzPatrick asked Smith if he could provide literature to the Board on large septic systems. He was particularly interested to know if it has been proved that systems of this size are based on the same ratios, gallons to amount of land needed for the leaching area, as average-size systems. Smith said he would contact his engineer and have him forward information on this topic. He added that, according to Title V, the state sanitary code, the maximum size permitted before going to two systems is 15,000 gallons. "We usually try to keep our systems at two thirds the size allowed by code," he explained. Smith reported that he has had soil testing done all over the property and it appears from the testing that this is an appropriate system.

Board members agreed that the next step is for Health Agent Jack Wallace to go out and observe the soil testing. When Smith submits his first official plan (assuming the bylaw change is approved), the Board will meet with him again and his engineer from Acton Survey.
Stow Acres developer proposes meeting with residents

by Marcia Deegler

Roy Smith, the potential buyer of Stow Acres Country Club, submitted a revised version of his zoning bylaw proposal to the Planning Board on January 8.

Since October of last year, the Planning Board has been meeting regularly with Smith and his attorney, Arthur Hill, to discuss and compose a zoning bylaw that will not only permit the construction of multi-family dwelling units on the 570-acre parcel of land, but also concurrently prohibit such development from occurring again in Stow. The latest draft incorporated the changes suggested by the Planning Board at their previous meeting.

At this point, the Board may need only to meet with Town Counsel Jacob Diemert to scrutinize the proposal before a final draft will be considered. Smith and Hill have asked to be present at the meeting with Counsel to expedite the process of addressing the legal questions and concerns.

It is their intent, Smith explained Tuesday night, to prepare the bylaw and conduct an informative hearing for the townspeople in time for a Special Town Meeting early this year. However, to date, the Selectmen have not scheduled a Special Meeting.

Along with the bylaw draft, Smith submitted an outline of information pertinent to the development, and additional maps showing the location and general landscaping concepts of the proposed condominiums. The largest concentration of dwellings would consist of six clusters of four units each.

The plan also indicated a roadway connecting Route 117, near Gates Lane, with Wheeler Road. Planning Board members questioned the effect such a road would have on the traffic flow into the center of town.

Smith indicated that although the impact should be a considerable distance from the center, it was his intention to conduct a traffic study of the area at various phases of construction. The study would be at his expense and could offer solutions to any situations the town considered a problem.

In response to concerns already expressed by some abutters of the golf course property, Smith has scheduled a meeting next week with the residents of Gates Lane and neighboring homes on Route 117. "The comment I am hearing most often [from people] is that they are not really against the project, they just don't understand it," Smith said. He also mentioned his willingness to schedule a similar meeting at Town Hall in the near future, if public response indicates an interest.
Stow Acres developer addresses SBA

by Scott Behmer

The Stow Business Association got its chance January 11 to meet and question developer Roy Smith on "Stow Acres II," a 225-unit condominium project that Smith wants to build around the Stow Acres Country Club.

Smith produced graphs, maps and photos to illustrate the reasons he believes it is in the town's financial interest to approve his condominium plan. He said that property taxes on 225 condos and 2 active golf courses, and the additional school and non-school expenses caused by the project would result in earnings to the town of $437,299 each year.

As a contrast, Smith estimated the cost to the town of 225 houses with 4 bedrooms each and no golf courses; he also prepared figures for a possible 150-home development in which one of the courses would be saved.

Due to the additional children which the larger houses would attract, the town would lose $125,321 with 225 homes. It would lose $52,000 each year if 150 houses were built on the site.


Smith's Stow Acres II plan calls for 63 buildings to be constructed in phases over four years. He plans to add a road north of Gates Lane and build 120 units in that area during phase one.

With the condominiums, 88% of the land would remain open space, leaving 70 acres to be utilized.

Roy Smith said he was not issuing an ultimatum. However, he will build 150 houses and save one of the golf courses if the town rejects Stow II. "I do own the property," he said. "I have the option to purchase it."
Developer presents “Stow Acres II” to Gates Lane

by Marcia Deegler

Roy Smith, potential buyer of the Stow Acres Golf Course, revealed his plans for “Stow Acres II” to a packed house Thursday evening, January 16, at Town Hall. His presentation included statistics and highlights of the project, photographs of condos he has recently constructed in other towns, an aerial view of the property, and the actual plans as submitted to the Planning Board.

More than fifty people attended the meeting despite the snowy conditions of the streets and bitter cold. The developer’s information was well organized and the residents responded accordingly with direct and well posed questions.

The Gates Lane residents were the first to be notified of the meeting. That area will be impacted the greatest by the project, in terms of number of units, and constitute the first phase of construction. Although there are no plans to use Gates Lane as an access to the condos, Smith said, a gate would be placed at the end of the road to be opened by police or firemen in the event of an emergency only.

The major roadway affecting these residents would connect Route 117 and Wheeler Road (near the bridge), by winding behind Gates Lane. It would support several clusters of dwellings, totaling 120 units. The units would be separated from the Gates Lane homes by the roadway and thick areas of natural cover, Smith explained.

Many questions directed to Smith concerned the water: 1) source to be used, 2) individual wells or a central system, 3) septic systems, 4) pollution impact, and 5) impact on neighboring wells. Two residents remarked that, with just the golf course operation, their well level experienced a noticeable decline during the summer months. Another was concerned that drawing from the aquifer may invite pollution from other areas.

Smith admitted that he does not have all the answers on the water issue, since the engineering for that aspect is not required to be completed until after the bylaw determination will be made. Nevertheless, he attests that the aquifer under the property is one of the most profound water sources in Stow. He also noted that his intention is to construct a central system, to support both the condos and course, as opposed to individual wells, although the latter would actually be better.

Another major concern was the impact of traffic on the area. Smith informed the group that a traffic study would be conducted at his expense as part of the project. Since most units are to be allotted one garage and one space only, he did not foresee a problem.

Asked if he would expand the parcel if given the opportunity, Smith replied that he has already been approached by some abutters to purchase more acreage. However, he has no intention of enlarging either the property or the number of units, he said.

Prefacing his remarks with, “This is not a scare tactic,” Smith also presented the residents with a plan for the property as it likely would be developed for single-family detached homes in the event that a zoning bylaw change is not secured for the condos. At least 225 houses could be built without any infringement on the wetlands, the developer explained. They would require about the same amount of time to construct, but probably would involve various builders. “I have trouble with that,” he stated; “you invariably lose quality control [with multiple builders]. You also double your traffic flow, since most of these would be four-bedroom, two-car-garage structures,” he added.

“The whole question is, do you want the golf courses and open space, or don’t you?” Smith asked. In his estimation, the condos save the environment, limit traffic flow, provide more privacy for current residents, and permit maintenance control. “You can locate a septic system where it belongs [in a condo situation] and require that it be pumped annually,” he noted. With single, private homes there is no such control.

The questions continued in an orderly fashion throughout the evening. Smith said that he would be holding another meeting in the future if interest were expressed by the public.

The Planning Board began its meeting one hour early on Tuesday in anticipation of the long night ahead deliberating with legal counsels from both sides of the proposed zoning bylaw for Stow Acres Country Club.

The purpose of the meeting was to discuss the comments of Town Counsel Jacob Diemert on the suggested bylaw draft, submitted in December, 1984. In attendance were Planning Board members Don Rising, Bill Hamblen, Al Tyler, and Ross Perry; Counsel Diemert; potential buyer, Roy Smith; his attorney, Arthur Hill; attorney and condo specialist, Julian D’Agostine; and several members of Smith’s staff.

Diemert’s suggestions were submitted in a letter to the Board and Smith prior to the meeting and generally involved language changes and requests for more specific definitions in certain areas. The primary concern of the town is to draft a bylaw that will not only address the present situation, but also discourage future development of this kind elsewhere in Stow.

Smith reiterated the importance of insuring that the open space will remain that way. The proposed bylaw protects the town as well as the condo buyers, he explained.

Smith presented plans to the Board which indicate the areas that are to be restricted use, or wetland, residential and open space. Copies of this will be placed in Randall Library for public review along with some of the information presented at the meeting with the Gates Lane residents. In addition, Smith advised the Board that the traffic study was to begin on Wednesday, January 23, in order that some of the results will be available for Town Meeting. (See details of traffic study in Gates Lane article.)

The discussions went smoothly, continuing until almost 11:00 p.m. Based on the recent amendments, Smith will submit a revised draft to Diemert. The review will continue at the Board’s next meeting on February 12.
Proposed zoning bylaw will make Stow Acres "planned conservation residential district"

by Marcia Deegler

With Town Meeting just two months away, the Planning Board and developer Roy Smith continued their discussion on February 26 of the proposed zoning bylaw that will determine the future of the Stow Acres parcel of land.

The warrant article is still in draft form and much of the wording subject to change. The following outline provides some insight into the manner in which the issue will be addressed.

District and Community

The parcel is to be considered a "Planned Conservation Residential Community District" intended as a district for residential, agricultural, conservation, and active and passive recreational purposes. Within such a district, the Planning Board would have the authority to grant a special permit for a "Planned Conservation Residential Community," provided that all the land to which the special permit is to apply contains at least 500 acres within the district and meets all requirements and conditions set forth. The intent here is to discourage similar construction from appearing throughout the town.

Purposes

The primary purposes in the formation of such a district and community, according to the bylaw, are to encourage the following: 1) preservation of significant land and water resources and natural areas in the town, historical and otherwise; 2) retention of the town's residential character while encompassing more energy-efficient and cost-effective residential development, 3) the development of land in harmony with its natural features.

Definitions

Key terms referred to throughout the article will be defined at length. Such terms include Planned Conservation Residential Community, open space land, restricted land, phase, and inner roads.

March 8, 1985

Terms and Conditions

This section will most likely represent at least 3/4 of the total article. It addresses: 1) permitted uses; 2) standards for lot area, frontage, and yard requirements; 3) number of dwelling units; 4) dwelling unit mix; 5) building requirements; 6) streets and utilities; 7) parking requirements; percentage of minimum open space area; 8) restricted land; 9) use and ownership of such land; and 10) application requirements, in detail, and any change plans after the granting of a special permit. A zoning map amendment would also be required.

Because of its length and detail, the warrant article will represent a challenge to all Stow citizens. Town officials encourage attendance at the preliminary informational meetings to be held prior to Town Meeting in order to avoid excessive and repetitive questioning on Town Meeting floor and to allow for a more responsible and informed vote.
March 22, 1985

Planning Board continues to study condo proposal

by Marcia Deegler

The attorneys and engineers for Roy Smith, potential developer of the Stow Acres Golf Course property, presented the Planning Board on March 12 with the final draft of the proposed zoning bylaw for the construction of multiple-family dwellings.

"Is it perfect yet?" Board member Don Rising joicously asked the staff. "Nothing is perfect," attorney Arthur Hill responded, "but I honestly can't think of any more changes to make." Nevertheless, Planning Board members Ross Perry, Bill Hamblen, Al Tyler, Don Rising and chairman Fran Frubbeis, the Roy Smith advisors, and two members of the Conservation Trust continued to discuss the fine points of the proposal until almost midnight, in hopes of leaving no stones unturned.

The draft also awaits the final comments of Town Counsel Jacob Diemert and a second legal opinion from McGregor and Associates, Attorneys at Law (See related article.) before it can be formally presented at Town Meeting.

In other business that evening, the Planning Board denied the Approval Not Required (ANR) plan on Maura Estates, the five-house subdivision off Taylor Road. Since there appeared to be some discrepancies on Lots 3A and 4A, the Board drafted a letter to builder Arnold Belli to confirm that these lots are subject and must remain within the covenant established for the Maura Estates subdivision. It was also noted that the ANR submission must include an engineer’s stamp, in addition to the surveyor’s stamp shown on the plan, as the state requires for filing to the Registry of Deeds.

In other business, the Board met with Mark Gallagher of Bround and Gallagher and his engineer for a preliminary discussion of a four-lot subdivision on Harvard Road. Gallagher asked the Board if he could waive the regulations for a standard town road and simply build a private road for the project. Board members said that this has been allowed in the past, but only for two-lot subdivisions. After considerable discussion, Gallagher agreed to amend his plan and resubmit it at the next regularly scheduled Board meeting.

Planning Board to secure second legal opinion

by Marcia Deegler

At a special meeting on March 6, the Planning Board unanimously voted to secure a second legal opinion on the final draft of the proposed condominium zoning bylaw to be presented at Town Meeting in May.

Harlan Doliner of McGregor and Associates, Attorneys at Law, in Boston, was enlisted as the consultant to review the proposed Planned Conservation Residential Community District article draft. He will analyze the bylaw as it relates to the current zoning bylaw, subdivision rules and regulations, and other town board regulations. It has been estimated that this should involve approximately 20 hours.

The Board is interested in preserving the town’s option to approve future common-wall construction, to be careful that the district is not approved with only one particular developer in mind, to identify what is missing in the bylaw, and to ensure that the Planning Board will have some control.

Harlan Doliner had been recommended to the Board by the Stow Conservation Trust, an organization that has engaged his consulting services in the past. Members of the Trust were also present at the meeting to present the Planning Board with their list of concerns on the Stow Acres proposal. Board members agreed to review the outline and offer comments at a later date.

Public hearings slated on condo zoning, towers

A public hearing on the condominium zoning proposed in relation to the development of the Stow Acres Country Club will be held Tuesday, April 16, at 7:00 p.m. at the Town Hall.

The Planning Board and Board of Selectmen invite all residents with questions concerning this zoning issue to attend the hearing so that refinements to the bylaw can be made before Town Meeting.

What is beautiful is a joy for all seasons and a possession for all eternity.

—Oscar Wilde
Trust wants stronger bylaw

by Marcia Deegler

The Stow Conservation Trust met with the Planning Board on April 9 to express various concerns regarding the proposed zoning bylaw amendment for a Planned Conservation Residential Community District (PCRCD) and advise the Board of its intent to speak as a group at the public hearing on April 16.

They extended their appreciation for the hard work and long hours the Planning Board has put into composing the bylaw draft, but nevertheless, recommended to postpone its enactment. The Trust’s subcommittee of eleven individuals has compared the draft to bylaws in six other communities and has sought legal counsel on its own. The end determination is that Stow’s draft may not be as strong as it could be.

Some points of concern mentioned by the Trust and appearing in the letter that went out to all Stow residents were the following: 1) The waiver clause: The Trust believes that the Planning Board should not have the power to waive important regulations. 2) May-vs-shall wording: The members are uncomfortable with the fact that the Board must grant a special permit once conditions are met. 3) Impact statement: The Trust said it is not required in the bylaw. 4) The reviewing process of the Special Permit: Other towns incorporate it as a mandatory requirement.

At the public hearing, developer Roy Smith and the Planning Board rebutted the more controversial points in the Trust’s letter. A significant point, the use of the word shall in regard to granting a permit, reflects the fact that only condominiums can be constructed in the PCRCD, primarily to protect the golf courses, Smith explained. In other towns, various projects can be constructed in a PCRCD, including single-family homes; the may wording is needed in order to discriminate between the options available.

In response to the Trust’s fear of possible changes to the bylaw, Smith and the Board reminded the residents that any bylaw is subject to change with a 2/3 vote at Town Meeting.

In regard to the impact statement, Smith said that he is providing that information. He is also providing septic system plans, lot areas, architectural plans, landscaping plans, screening plans, driveway dimensions, rubbish disposal method, and bedroom definition. These areas of information were initially indicated as “not included” in the letter from the Trust.

In other business, the Board met with William Carson, owner of Ansac Corporation, in relation to a proposed subdivision behind Frances Circle (off Hudson Road). Carson has approached some of the residents of the Circle in order to obtain a parcel of land that would afford him an exit from his otherwise landlocked piece of property. The Board advised the owner of the information still required before approval can be granted. Carson plans to return with a completed map, drawn to scale, in the near future.

The Board also met with Arnold Belli, developer of Maura Estates, to approve a portion of his plan for the area and answer questions. Belli requested specific information in regard to the minimum bond the town would accept on the project, since has an individual interested in purchasing the land from him. The Board gave him estimates and said that they would provide him with specific figures at their next meeting.
Planning Board holds public hearing on proposed zoning bylaw

by Marcia Deegler

Tuesday night the Planning Board conducted a public hearing at the Town Hall on proposed amendments to the zoning bylaws that would permit common-wall construction. An emotional but congruous standing-room-only crowd was moderated by Board chairman Fran Frubbeis and members Don Rising, Bill Hambien, Ross Perry, and Al Tyler.

Planning Board member Bill Hambien opened the hearing at 7:00 p.m. by reading the 12-page bylaw draft. This was followed by a presentation by owner/developer, Roy Smith. He explained that although the original bylaw draft had been submitted to the Planning Board by his office as a basis from which to work, numerous reconstructions had been made throughout, producing a bylaw tailored to Stow's needs and future plans.

The overall concept, he stated, is to keep the open space and not cover it with asphalt. This relates to the fact that condos require only a common parking area, whereas single-family dwellings require individual driveways all along the roadway.

In addressing the letter from the Stow Conservation Trust (SCT) sent out this week to all Stow residents, Smith advised that their information appeared to be based on an earlier draft of the bylaw or simply on misconceptions. Of the 30 points enumerated in the letter, the developer cited more than one third that were either incorrect or unclear (See related story.). The Planning Board confirmed his remarks when questioned by residents as to whether they agreed. The Board said that many of the concerns indicated by the SCT in their letter were already included in the current draft.

In rebuttal, Susan Hill, president of the SCT, told the assembly that the Trust had met with the Planning Board on April 9 to discuss its list of concerns. "We've put it over 1000 hours," she said, "...and presented the information as accurately as we could. We do not take the recommendation to postpone lightly."

Bill Maxfield, also of the SCT, then offered a lengthy explanation of the Trust's approach to its position on the bylaw. He reassured residents that the SCT would like to see the golf courses preserved. The thrust of the Trust's position, he said, was to be sure the bylaw can effectively control future development, not just the present project.

He cited portions of a letter from the Trust's legal advisor, Choate, Hall and Stewart of Boston. In summary, the planners believe that there are several amendments to the zoning article which should be publicly discussed and drafted to assure protection of the town's best interests..." Maxfield concluded. "We feel the bylaw has weak conservation restrictions, weak commercial restrictions, and consequently is a poorly regulated bylaw. We are suggesting a postponement...or a defeat at Town Meeting."

Various questions and concerns were expressed by residents before the hearing finally adjourned at 11:05 p.m. Some of the major points were the following:

"Is the bylaw being written for this property only?" Martha Perkins of Red Acre Road inquired. No, the Board answered. It creates a new zoning district that is permissible anywhere in Stow, but must consist of 500 acres or more. Secondly, the town must vote to zone the Stow Acres property into such a district.

"Does the article constitute 'spot zoning,' and is it legal?" more than one resident asked. Roy Smith replied that spot zoning involves a change in use from residential to industrial or commercial. The bylaw is not proposing a change in use. It is zoned residential and will remain residential, but in a different capacity (condo as opposed to single-family).

Phrasing the same concern in a different manner, many questioned whether the 500-acre minimum requirement would hold up in court, or could this requirement be reduced in the future to incorporate smaller parcels? Chairman Fran Frubbeis stated that two legal counsels had said that the requirement would hold up in court. Any attempt to change the acreage in the future, he noted, would require a 2/3 vote at Town Meeting, as do all town bylaws.

Representatives of the Board of Health stated that they would like to meet with the developer to discuss the design plans...for the septic system. However, a similar system is presently in operation at Stow's Plantation Apartments, they noted.

Several citizens had visited other projects constructed by Roy Smith and praised his work and good reputation. "It is not Smith we are concerned about," Dwight Siple of the Conservation Commission commented, "it is whether the current bylaw draft is equipped to guarantee quality work from all future developers."

"What do you intend to do with the land if the bylaw is defeated?" Smith was asked. "I will most likely build up to 150 single-family homes and try to save the rated course..." he said. Much will depend on his meetings with town boards. "However, I think [condos] are the best use of the land for the town," he stated.

Toward the close of the meeting emotions began to flare among residents and members of the SCT. "If you had to vote tonight between condos or single-family homes and the loss of the course what would be your choice?" residents asked the Trust. "That's not a fair question," Bill Maxfield responded. "It's too hypothetical."

Throughout the evening the SCT alluded to "other alternatives" that are available for the use of the land besides the two apparent choices. However, when called on this point, the only "alternatives" suggested were to continue a comparative review of other towns' bylaws and consider conventional zoning bills with other board members to "create an alternative."

Finally, Stan Sherman of Treaty Elm Lane asked the Planning Board, "Have you people protected the town as much as possible in your minds?" "Yes," Chairman Frubbeis responded. "We've turned to legal counsel and local groups for help in insuring the town's protection...Roy Smith has also been very cooperative in making all of our many changes. We feel that we have done a good job and created a plan tailored to Stow."
April 19, 1985

LETTERS to the Editors

Dear Editors,

This is in response to Mr. Roy Smith's comments at the Planning Board public hearing on the proposed Planned Conservation Residential Community District Bylaw and proposed golf course development project on April 16, 1985, at Town Hall concerning the Stow Conservation Trust mailing to all Stow registered voters. Several aspects of this mailing were challenged by the developer, Mr. Smith. Our rebuttals relating to our letter and charts were not completely covered by the hearing. We would like to quickly address a few of those raised on the chart.

First of all, five members of the Subcommittee met with the Planning Board on Tuesday, April 9, and went over the chart with them. The Subcommittee removed from the chart several line items with which the Planning Board indicated they had difficulties. Also asterisks were placed by items that may or may not be required at the discretion of the Planning Board as part of the Special Permit process. "No" was put by these items, because their requirement was not mandated as part of the application process.

In the proposed bylaw under Special Permit Application Requirements, it states the application "shall include" the following: Overall Land Use Plan, General Topography and Soils Plan, Phase(s) Development Plan, Building Plans, Landscaping Plans, Area Tabulation, Phasing Plan, Narrative Description of Expected Community Impact, Other Plans and Studies, and Document Copies. At the end of this section it states, "The Planning Board may in its absolute discretion determine that one or more of the foregoing requirements as to Plans and Studies are not necessary for such applications."

It is the feeling of the Subcommittee that those items are very important for the town's protection and that if they are vital enough to be incorporated into the Bylaw, there should not be a waiver clause which allows their possible omission from the permit process.

With reference to bedrooms, in Stow's proposed Bylaw the number of bedrooms allowed in the PCRCD is addressed; however, there is not a clear definition of what constitutes a bedroom, such as in Wayland and Westford's Bylaws. Even Acton addresses bedroom with greater detail: "in the case of single-family attached dwellings, dens shall be counted as bedrooms." In Stow's proposed Bylaw, "bedrooms are those rooms designated as bedrooms, as determined by the Planning Board in the event of any dispute." It is not clear how dens and finished basement rooms will be designated.

As written, the Bylaw is not entirely clear regarding the extent to which commercial business is allowed. The Bylaw states that the "restricted land" (i.e., in this proposal, golf course) may be used for public and private golf courses and any other non-motorized recreational activity, accessory uses, and structures related thereto.

In summary, we feel that the chart presents a fair comparison of Stow's proposed Planned Conservation Residential Community District Bylaw as compared with other towns' bylaws of this type. The Subcommittee has copies of these other towns' bylaws and is willing to share them with interested residents.

For residents who wish clarification on the Trust viewpoint, we will hold an Information Night on Monday, April 29, at 7:30 p.m. at the Randall Library.

The Stow Conservation Trust
Susan Hill, President
Board to recommend no action on Stow Acres zoning

by Kathy Olohan

The Planning Board has informed the Town Clerk that it will recommend that the May 6 Town Meeting take no action on Articles 47, 48, and 49. All three articles pertain to the Planned Conservation Residential Community District designed by the Planning Board in response to developer Roy Smith’s proposal to build common-wall housing.

The Board’s recommendation came out of a special meeting held on April 25. At that time the Board reviewed a letter from Mr. Smith requesting that the three articles be withdrawn from consideration by the Town Meeting.

Since October Smith has been working with the Planning Board to create a zoning bylaw governing common-wall and multi-wall construction that would allow for condominium ownership of 225 units that Smith proposed to build on the Stow Acres Country Club.

In his letter to the Planning Board, Smith stated that the bylaw, as presented in the articles, “would apparently be a divisive situation in the Town of Stow...” He referred to arguments against the bylaw raised at the public hearing on April 16 by the Stow Conservation Trust, and said that while he believed the complaints and fears of those opposed to the bylaw to be “unfounded and without basis,” he did not want to be in a position of thrusting his proposal upon the town.

Smith expressed pleasure in working with the Planning Board and the personnel of the town on the Planned Conservation Residential Community District. He said it was his opinion that the bylaw that he and the Board had jointly devised protected the interests of the town and “gave great weight and value to the preservation and maintenance of open space in this area of the Town of Stow.”

He reminded the Board that since October, 1984, he and his engineers and attorney had attended every Planning Board meeting, usually for several hours at a time. He noted that interested residents were present at many of these meetings. He said he had also held public meetings for the townpeople, and had presented his concept to various town boards.

“Toward the end of our meetings and at the public hearing required by law, the issue of ‘alternative’ methods of dealing with the property were raised, mainly by the members of the Stow Conservation Trust,” Smith wrote. “Alternatives were not offered in any form that I could deal with. One suggestion was to delay the project for several months while an alternative was worked up. As I said at the public hearing, this is a financial impossibility. In my opinion, the main concerns of the Town are protected by this proposed bylaw.”

In its position paper submitted to the Town Clerk, the Planning Board stated that it “strongly supports the concept proposed in this article.” However, the Board requested time to rework the bylaw to strengthen it in areas pointed out at the public hearing and by legal counsel. The Board proposes to resubmit the zoning article to the town in a few months’ time.

Smith concluded his correspondence with the Planning Board stating, “Hopefully, I will be back before you

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Stow Acres still for sale

by Kathy Olohan

Fred Page, one of three owners of the Stow Acres Country Club, said Monday that if the Planning Board had not recommended against Town Meeting action on the proposed condominium zoning article, he would have withdrawn it himself. “Stow Acres was seeking the zoning change, not Smith,” Page remarked.

Developer Roy Smith of Acton worked with the Planning Board all winter on three warrant articles that would have permitted common-wall housing in the Town of Stow. He stated at the onset of deliberations that his purchase of the 567-acre parcel was contingent upon passage of the bylaw amendment.

Last week, after encountering roadblocks set up by the Stow Conservation Trust, Smith asked the Planning Board to withdraw the three warrant articles from consideration at the May 6 Town Meeting. Prior to the April 16 public hearing on the zoning change, the Conservation Trust sent out a mailing to all residents, stating its objections to the articles as proposed by Smith and the Planning Board.

"The Stow Conservation Trust doesn't think the bylaws are strong enough," Page said. "I see no problem with getting the zoning change if the bylaw is correct. We want the town to be happy with the zoning change."

Page noted that he and his brothers, Thomas and Robert, co-owners of the country club, have signed no purchase-and-sale agreement with Roy Smith. He said they have talked to quite a few prospective buyers lately, but not many are able to come up with the twelve-million-dollar price tag that is attached to the property which includes two of the top-rated golf courses in the country.
LETTERS to the Editors

To the Editors:

As an elected town official I would like to take the opportunity to voice my opinion on two proposed bylaws presently being discussed and considered by the townpeople of Stow in the forthcoming town meeting. The first bylaw which proposes to take the water rights of your property by "eminent domain" would also have the effect of taking your land rights of ownership. This bylaw appears to be so restrictive, coercive, and detrimental to the individual landowner that its passage would probably invite all people to attempt to circumvent the bylaw in every way possible rather than to cooperate and assist in protecting our water supply through a spirit of mutual agreement and rational thinking...

I propose that the townspeople vote a resounding "NO" on a great portion of this bylaw and instead, in the "spirit" of the bylaw, amend the bylaw at town meeting in order to protect our underground water supply by asking that the Board of Selectmen in conjunction with the Board of Health appoint a five-person Underground Water Protection Advisory Committee whose sole purpose would be to study each individual problem and offer advice and recommendations to the Board of Health for various ways to address the problems being presented to them for resolution.

The second bylaw proposal is for a rezoning to take place for the development of condominiums in the town along with the preservation of open-space which in this case happens to be the Stow Golf Course, certainly a very welcome asset to have in any town. Again, we as townspeople must consider the best possible solution for a proposed land usage. The need for affordable housing and the preservation of open spaces are also issues that can be difficult and complex situations, but again in this instance as in every other building enterprise that takes place in the town, careful planning is required. If we already, as the Stow Conservation Trust states, have been able to research the condominium question by drawing on the research and laws of other towns, what then are we asking for in terms of a delay to issuing a so-called "special permit"?

The Board of Health in this town is ready. We can already draw on our experience from having carefully supervised the implementation of the oversized septage disposal system required by the 56-unit housing built by a "private developer" for our elderly housing well over 2 years ago. If anyone carefully reviews the comparison sheet sent to the townspeople by the SCT they will note a wide range of discrepancies in the accumulated data between "fact" and "fiction." For instance, I know of no town within the Commonwealth of Massachusetts where anyone, be they individual or developer, who would be allowed to build anything without a review and a clearance slip from the local Board of Health based upon the required state laws of Title 5 of the Sanitary Code...

The word "developer" appears to connotes a dirty word for some individuals who feel that the way to "develop" is to prohibit. What about that future "American Dream" for our sons and daughters for tomorrow if appropriate planning and assistance is not accorded to "developers" whose only crime is to donate large amounts (over 60%) of open space while providing the greatest necessity of all, that of good and affordable housing to house the young people of tomorrow who need to be able to live in housing they can afford and find available. Even if a developer with 100 acres builds condominiums on that much acreage and leaves the other 60% as "open space" where is the fault in all of that? Are we talking about planning the future of Stow or inhibiting the future of Stow?

I propose that the people of Stow vote "YES" on this bylaw without delay.

Dorothy C. Hudson
Gleasondale Road
Stow
Member, Stow Board of Health
Dear Editors:

After receiving paperwork from Stow Conservation Trust, I feel I must make a few comments. Talk about scare tactics; it seems as if they are trying to mislead us if we pass this zoning bylaw for the townhouses, Stow is going right down the tubes.

Stow Conservation Trust is a private trust operation and must not be confused with the Conservation Commission of Stow, which is appointed by the Selectmen, although many of them are the same individuals wearing different hats. It makes me stop and wonder why is Stow Conservation Trust so afraid of this? Is this Trust a real estate operation in disguise and did not get on the ground floor? Is this group really interested in the best interests of Stow? It seems to me that the Page Brothers have shown more interest in Stow in trying to preserve the golf course as open space. However, with all this procrastination, stalling, and postponing, we will undoubtedly end up with houses all over the course. Is this what this group wants? How many years have most of them lived in Stow? Is it again a special interest group interested in their own self-interest, not in the Town of Stow. We are not Lincoln, Lexington, or Weston. Why are we supposed to adopt their regulations? The Planning Board has spent a great deal of time and much research for this bylaw, and I feel they have covered things very well.

The opposition keeps coming up with "How can we be sure of this, or how can we be sure of that?" There are only two things one can be sure of, one is death and the other taxes. We can certainly be sure of higher taxes with single-family homes than with the townhouses. Single-family homes will bring more children into the school system, which will mean building more schools, hiring additional teachers, and the overall operational cost of running same.

Please, all of you people who were born and brought up here in Stow, and you who have lived here many years, do you feel as I do, or am I in the minority? Stow Acres Country Club has been sold for sale for years. It is sold now, and this is nothing that happened overnight. I still can not see any real big problems with townhouses. I think we will probably have more problems with single-family homes.

I say this sincerely, I am interested in the Town of Stow. I like living here, I have lived here all my life, and I have no desire to live anywhere else. I do not like changes, but it is inevitable that they are going to happen. We have to face reality, so let us make the changes as painless as possible, and I feel that the townhouses are the least painful.

Hazel Moore
152 Boxboro Road
Stow

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Dear Editors:

May 17, 1985

I would like to answer some of the questions asked by Hazel Moore in her letter published in the last edition of The Villager. For the sake of clarity, I will indicate her questions by direct quotes from her letter, so indicated by quotation marks. Below:

"...Why is Stow Conservation Trust so afraid of this? Is this Trust a real estate operation in disguise and did not get in on the ground floor? Is this group really interested in the best interests of Stow?...

- How many years have most of them lived in Stow? It is again a special interest group interested in their own self-interest, not in the town of Stow."

To start out, the Stow Conservation Trust is a non-profit corporation formed to promote and assist in preserving the water, land and historical resources of Stow. Our membership is open to all Stow people, and we welcome with open arms new members (A family membership is $10.00 annually). We often have public meetings which are open to anyone who shares our interest in conservation. We are interested in the best interests of Stow. Our hope is that through concerted efforts at land conservation and resource protection, we might be able to preserve much of what we love of Stow for future generations. We have no "special interest" other than the good of the town. We are all volunteer. We have nothing to gain financially from any of the work we do. Since we were organized under Chapter 180 of the Mass. General Laws, it would be against the law for any of our members to make a profit on any transaction involving the trust. We are not in any way a "real estate operation in disguise." We have, during the seven years of our existence, bought one piece of land. With the help of a very patient and generous landowner, who put up with our financial weaknesses, we bought an 80-acre piece of land on Taylor Road some years ago. This was subdivided, and sold off four five-acre lots at a price to cover the purchase price of the land. Of the approximately 80 acres, twenty were used for four house lots and the remaining 60 acres were put into perpetual conservation land for the use of the people of Stow. Those of you interested should go walk this land. It is beautiful, and it is preserved for our generation and future generations to enjoy, with no cost to the town.

As a non-profit corporation, we are set up to accept donations of land, which are tax deductible. We have received one such donation, a beautiful piece of land on the east side of Lake Boon, which we have given to the town.

These two real estate transactions are the only ones we have been involved in since we began, and in both cases, the real estate transaction was done to further our main interest of conservation.

As to how long our members have lived in town, I will say anywhere from one year to over 60 years. We are substantial, caring townspeople, as we recognize Hazel Moore is, also, and we care deeply about Stow. As I sit at Town Meeting and observe how many "new" people in Stow are giving their time and talents to town boards and committees, I reflect again that the depth of our caring about Stow is not necessarily related to the length of time spent here.

Lastly, on the subject of the proposed bylaw and our work on it, I would like to point out that an independent attorney hired by the Planning Board had many of the same concerns we did, and felt, also, that the Bylaw needed more work before it was presented to the town. It was two days after this attorney expressed his concerns to the Planning Board that Roy Smith withdrew his articles from Town Meeting consideration.

Susan B. Hill
President
Stow Conservation Trust
Boon Road
Stow
Trust ready to work on condo bylaw

by Marcia Dergler

Vince Fidele of the Stow Conservation Trust spoke with the Planning Board on May 14 in regard to scheduling a meeting date to resume discussion on a condominium zoning bylaw.

Board members favored such a meeting and suggested several areas to be addressed by the Trust prior to the discussions. Member Bill Hamblen said that he would like to see what other tracts of land remain in town that could be developed under a proposed condo bylaw.

In addition, other members suggested "When reviewing the bylaws of other towns, we must be sure to compare apples to apples." Don Rising gave Fidele a copy of both Lincoln's and Tisbury's bylaw regarding condo construction as a possible basis.

Fidele agreed to have the Trust review them, but stated, "The hardest single issue to overcome is still the open space of the golf course." Discussions were scheduled to begin on June 4.

LETTERS to the Editors

Dear Editors:

In response to the May 3 letter in this column regarding the Stow Conservation Trust (SCT), I am glad the questions were raised and offer the following information so any misconceptions can be cleared up.

The SCT is a private, independent, non-governmental organization formed in 1976 by Stow residents to help preserve the rural character, as well as the historical and natural attractions of Stow during this period of accelerating growth. The basic responsibility of the SCT is to act for the benefit of the Town of Stow and the objectives of the Trust are certainly compatible with the town boards. The SCT can act more promptly and with more flexibility, however, and can serve Stow by providing capabilities and performing functions not possible by the Town or its departments. It is also a central resource for information on land use.

The Trust is managed by seven Trustees selected by the membership. The Trustees volunteer their services and none of the members, including Trustees, has ever been hired to, or realized, any personal financial gain from any activity of the Trust.

Funds to operate the SCT come from membership dues, borrowing for specific acquisitions, fund-raising activities, gifts of money or land, and resale of property portions by the Trust when appropriate. Gifts to the Trust are tax-deductible.

SCT formation has given every resident a chance to participate in the controlled growth and development of our community. The current membership is 146 and new members are always welcome. Broadly based participation and support are important to its success.

Stow will continue to be developed, but every reasonable effort will be made by the Trust to assist in the planning and protection of intelligent development.

The general mailing of April 13 was done after a tremendous amount of time and money was spent by the subcommittee of the Trust, researching the proposed condominium bylaw. The Trust is not against Mr. Smith's land use concept for the Stow Acres golf course, but was concerned about the implications of this zoning change. The subject is a very complicated one and we are glad to have helped in its study. The lawyer commissioned by the Trust to help in this study was subsequently hired by the Planning Board to continue this work.

We thank the Planning Board for their diligence throughout this entire proposal and feel that continuation of efforts on a "zoning bylaw" for, and by, Stow to be a very worthwhile endeavor.

Dorothy Sonnichsen, Trustee
101 Packard Road
Stow

Trust to research cluster bylaw

By William Jordan

STOW — Two members of the Stow Conservation Trust met with the Planning Board Tuesday night to discuss their plans to overhaul a bylaw that would allow common wall housing units in Stow.

The bylaw was originally proposed to the board by developer Roy Smith this spring. He had wanted to build a condominium development on Stow Acres golf course but town zoning laws did not permit such construction. His amendment to the town bylaws would have allowed condo on parcels of 500 or more acres only.

Members of the Conservation Trust called the bylaw "zoning by contract." They said the law would only serve this particular developer because no other 500-acre parcel exists in town.

The trust recommended Town Meeting reject the bylaw and offered to help write a better one for the Special Town Meeting in the fall.

Planning Board member William Hamblen suggested the Trust adopt an "overlay structure" where certain areas already zoned for residential development could be used for multi-family development as well.

Trust member Vince Fidele said they would look at zoning rules in Wayland, Weston, Lincoln and Concord for suggestions on how to construct a new bylaw for Stow. They will meet with the planners again in mid-July.