



Truro Planning Board Agenda

Remote Meeting

Wednesday, November 2, 2022 – 5:00 pm

www.truro-ma.gov

Open Meeting

This will be a remote public meeting. Citizens can view the meeting on Channel 18 in Truro and on the web on the "Truro TV Channel 18" button under "Helpful Links" on the homepage of the Town of Truro website (www.truro-ma.gov). Click on the green "Watch" button in the upper right corner of the page. Please note that there may be a slight delay (approx. 15-30 seconds) between the meeting and the television broadcast/live stream.

Citizens can join the meeting to listen and provide public comment by entering the meeting link; clicking on the Agenda's highlighted link; clicking on the meeting date in the Event Calendar; or by calling in toll free at [1-866-899-4679](tel:1-866-899-4679) and entering the access code [965-681-389#](tel:965-681-389#) when prompted. Citizens will be muted upon entering the meeting until the public comment portion of the hearing. If you are joining the meeting while watching the television broadcast/live stream, please lower or mute the volume on your computer or television during public comment so that you may be heard clearly. Citizens may also provide written comment via postal mail or by emailing Liz Sturdy, Planning Department Administrator, at esturdy@truro-ma.gov.

Meeting link: <https://meet.goto.com/965681389>

Public Comment Period

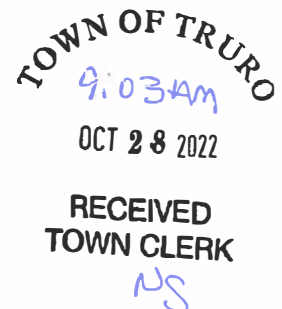
The Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda. Speakers are limited to no more than 5 minutes.

1. Planner Report

2. Chair Report

Development of Warrant Articles

- ◆ Updates
- ◆ Discussion
 - Draft Revision Duplex Bylaw
 - Draft Revision Street Definition



Board Action/Review (Continued)

2022-005/PB – Regan McCarthy seeks approval of Form A – Application for Determination that Plan Does Not Require Approval (ANR) pursuant to Section 2.2 of the Town of Truro Rules and Regulations Governing the Subdivision of Land with respect to property at 35A Higgins Hollow Road, Truro MA, Atlas Map 47, Parcel 2, Registry of Deeds title reference: Book 20807, Page 42. *[Material in 8/24/2022 and 9/21/2022 packets] {New material included in this packet}*

Minutes

- ◆ None

Next Meeting: Wednesday, November 16, 2022 at 5:00 pm:

- Public Comment on Draft Duplex Bylaw and possibly Draft Street Definition Bylaw

Adjourn

TOWN OF TRURO
9:03 AM

OCT 28 2022

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TOWN CLERK

NS

Truro Article draft – Street Definition – V1, 10-28-2022 (edit of 2015 article for 2023 ATM – first pass):

10.4 Definitions

Street, A private or public way by which vehicles and pedestrians can safely gain access to and egress from homes, places of business and other locations. For the purposes of this bylaw, the terms “street”, “road” and “way” bear the same meaning.

New Section 30.11 Streets and Frontage

- A. Purpose: It is the intent of this section to provide the minimum requirements for streets in Truro in order to qualify as safe and adequate for the purposes of obtaining a building permit from the Building Commissioner on an existing private road. All ways submitted to the Town for qualification as “streets” must satisfy the qualifications enumerated in paragraph C. below, except as otherwise noted. In addition, submitted ways applying for status as “streets” must be qualified in accordance with either paragraph D or E. below.
- B. Ways Prequalified as “Streets”:
 - 1. A public way which the Town Clerk certifies is maintained and used as a public way; or,
 - 2. A way that has been approved, endorsed, recorded and constructed in accordance with the subdivision control law in effect at the time of approval.
- C. General Qualifications: these criteria are required of all ways applying for status as streets:
 - a. Roads shall have a smooth graded or paved surface free of ruts, potholes or other impediments to vehicular travel to the extent that a passenger car can negotiate the road safely at a continuous speed of at least 10 mph.
 - b. Minimum Vertical Clearance: 14 feet from the crown of the roadway surface.
 - c. All streets submitted for approval via paragraphs D and E below shall have fully defined and established right-of-way boundaries capable of being fully established and identified in the field by survey.
- D. Approval by Geometric (Quantitative) Means: A Street is assumed to qualify as safe and adequate and can be developed by right provided the following is met:
 - 1. A way that was in existence on December 8, 1955 and meets the following minimum criteria, per a.) thru d.) below:

- a. Parameters relating to number of lots on the road (table below):

Number of Lots on Road	1-5	6-10	11-20	21 or more
Minimum Roadway Width	8 feet, plus 3 feet clearance on both sides	14 feet	16 feet	18 feet
Maximum Allowable Grade	12%	10%	8%	8%

- b. Minimum Compliant Roadway Length: 100' (see Subdivision Regulations).
- c. Minimum Property Line Diameter at closed end of dead-end streets: 80 feet.

d. ROW Property Lines at Street Intersections shall be radiused as necessary to allow for a minimum 20' curb radius on edge of the traveled surface plus a minimum 3' wide shoulder or utility panel outboard of the curb radius and wholly within the ROW.

E. **Approval by Qualitative Means:** For ways that do not meet the above Geometric requirements of paragraph D, the Planning Board, in conjunction with Town Officials as noted below, may make a qualitative determination of the adequacy of a street using the procedure outlined below:

1. The request can be for a determination of the entire length of street or a determination of the street up to and including a lot located on said street.
2. Upon the filing of a request and prior to the public hearing said request shall be transmitted to the Police and Fire Departments and the Department of Public Works for review of public safety concerns. If these Town Officials determine that the street is adequate in their opinion, the request will then be forwarded to the Planning Board for scheduling of a Public Hearing.
3. Public Hearing – Upon receipt of a positive assessment by the Town Officials as noted in paragraph 2 above, the Planning Board shall hold a duly noticed public hearing within forty-five (45) days. Notice shall be made no less than fourteen (14) days prior to the scheduled public hearing via regular first class mail to all the owners of properties along said street.
4. Requirements – The applicant shall show to the satisfaction of the Planning Board that the street has sufficient width, suitable grades and adequate construction to provide access for emergency vehicles as well as safe travel and adequate circulation. The Planning Board may optionally refer to and may utilize existing road standards as outlined in the Town of Truro Rules and Regulations Governing the Subdivision of Land (as amended) and the Town of Truro General Bylaws (as amended) as guidelines.
5. The Planning Board's Decision on the determination of adequacy of the street shall be filed with the Town Clerk. Any appeal from that decision must be commenced within sixty (60) days from the date of filing with the Town Clerk under the provisions of Massachusetts General Laws Chapter 249, Section 4.

Elizabeth Sturdy

From: Christopher Senie <cserie@senie-law.com>
Sent: Wednesday, November 2, 2022 12:55 PM
To: Barbara Carboni; Elizabeth Sturdy
Subject: 35A Higgins Hollow Road

Hi Barbara and Liz,

We would like to continue the matter of 35A Higgins Hollow Road to the Board's meeting of November 16th. The reason is that we have not yet received comments back from the Seashore on matters we have been discussing with them and their counsel. We will want to proceed with a vote on our request for endorsement on the 16th either way. The applicant agrees that the time frame within which the Board must act on the present application is extended to November 16, 2022. Please call or email with any questions or concerns.

Best,

Chris

SENIE & ASSOCIATES, P.C.
A T T O R N E Y S A T L A W

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Brewster, MA 02631
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TOWN OF TRURO
[Signature]
NOV 02 2022
2022-005/PPB
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Supplement

[ALM GL ch. 41, § 81L](#)

Current through Chapter 133 of the 2022 Legislative Session of the 192nd General Court

Annotated Laws of Massachusetts > PART I ADMINISTRATION OF THE GOVERNMENT (Chs. 1 - 182) > TITLE VII CITIES, TOWNS AND DISTRICTS (Chs. 39 - 49A) > TITLE VII CITIES, TOWNS AND DISTRICTS (Chs. 39 — 49A) > Chapter 41 Officers and Employees of Cities, Towns and Districts (§§ 1 — 133)

§ 81L. Definitions.

In construing the subdivision control law, the following words shall have the following meaning, unless a contrary intention clearly appears:—

“Applicant” shall include an owner or his agent or representative, or his assigns.

“Certified by [or endorsed by] a planning board”, as applied to a plan or other instrument required or authorized by the subdivision control law to be recorded, shall mean, bearing a certification or endorsement signed by a majority of the members of a planning board, or by its chairman or clerk or any other person authorized by it to certify or endorse its approval or other action and named in a written statement to the register of deeds and recorder of the land court, signed by a majority of the board.

“Drainage”, shall mean the control of surface water within the tract of land to be subdivided.

“Lot” shall mean an area of land in one ownership, with definite boundaries, used, or available for use, as the site of one or more buildings.

“Municipal service” shall mean public utilities furnished by the city or town in which a subdivision is located, such as water, sewerage, gas and electricity.

“Planning board” shall mean a planning board established under section eighty-one A, or a board of selectmen acting as a planning board under said section, or a board of survey in a city or town which has accepted the provisions of the subdivision control law as provided in section eighty-one N or corresponding provisions of earlier laws, or has been established by special law with powers of subdivision control.

“Preliminary plan” shall mean a plan of a proposed subdivision or resubdivision of land drawn on tracing paper, or a print thereof, showing (a) the subdivision name, boundaries, north point, date, scale, legend and title “Preliminary Plan”; (b) the names of the record owner and the applicant and the name of the designer, engineer or surveyor; (c) the names of all abutters, as determined from the most recent local tax list; (d) the existing and proposed lines of streets, ways, easements and any public areas within the subdivision in a general manner; (e) the proposed system of drainage, including adjacent existing natural waterways, in a general manner; (f) the approximate boundary lines of proposed lots, with approximate areas and dimensions; (g) the names, approximate location and widths of adjacent streets; (h) and the topography of the land in a general manner.

“Recorded” shall mean recorded in the registry of deeds of the county or district in which the land in question is situated, except that, as affecting registered land, it shall mean filed with the recorder of the land court.

“Register of deeds” shall mean the register of deeds of the county or district in which the land in question, or the city or town in question, is situated, and, when appropriate, shall include the recorder of the land court.

ALM GL ch. 41, § 81L

"Registered mail" shall mean registered or certified mail.

"Registry of deeds" shall mean the registry of deeds of the county or district in which the land in question is situated, and, when appropriate, shall include the land court.

"Subdivision" shall mean the division of a tract of land into two or more lots and shall include resubdivision, and, when appropriate to the context, shall relate to the process of subdivision or the land or territory subdivided; provided, however, that the division of a tract of land into two or more lots shall not be deemed to constitute a subdivision within the meaning of the subdivision control law if, at the time when it is made, every lot within the tract so divided has frontage on (a) a public way or a way which the clerk of the city or town certifies is maintained and used as a public way, or (b) a way shown on a plan theretofore approved and endorsed in accordance with the subdivision control law, or (c) a way in existence when the subdivision control law became effective in the city or town in which the land lies, having, in the opinion of the planning board, sufficient width, suitable grades and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon. Such frontage shall be of at least such distance as is then required by zoning or other ordinance or by-law, if any, of said city or town for erection of a building on such lot, and if no distance is so required, such frontage shall be of at least twenty feet. Conveyances or other instruments adding to, taking away from, or changing the size and shape of, lots in such a manner as not to leave any lot so affected without the frontage above set forth, or the division of a tract of land on which two or more buildings were standing when the subdivision control law went into effect in the city or town in which the land lies into separate lots on each of which one of such buildings remains standing, shall not constitute a subdivision.

"Subdivision control" shall mean the power of regulating the subdivision of land granted by the subdivision control law.

History

1953, 674, § 7; 1955, 411, § 2; 1956, 282; 1957, 138, § 1; 1957, 163; 1958, 206, § 1; 1961, 331; 1963, 580; 1965, 61; 1979, 534.

Annotations

Notes

Amendment Notes

The 1955 amendment struck a former paragraph defining "Industrial".

The 1956 amendment rewrote the paragraph defining "Subdivision".

The first 1957 amendment added a definition of "Registered mail".

The second 1957 amendment added a definition of "Applicant".

The 1958 amendment inserted a paragraph defining "Preliminary plan".

The 1961 amendment added to the end of the paragraph defining "Applicant", "or his assigns".

The 1963 amendment inserted in clause (a) of the first sentence of the definition of "Subdivision", "or a way which the clerk of the city or town certifies is maintained and used as a public way".

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September 13, 2022

Cape Cod National Seashore
National Park Service
99 Marconi Site Road
Wellfleet, MA 02667

Attention:

Park Superintendent Brian Carlstrom Brian_Carlstrom@nps.gov
Park Planner Lauren McKean Lauren_McKean@nps.gov

Re: Higgins Hollow Road, Truro; your letter to the Truro Planning Board Chair dated August 23, 2022

Dear Superintendent Carlstrom and Park Planner McKean;

My office represents Regan McCarthy, the owner of the above-referenced property. On her behalf I plan to attend a Truro Planning Board meeting on Wednesday September 21, 2022 at which time the Board will discuss a submitted ANR Perimeter Plan, which proposes shifting from the two building lot configuration endorsed by the Board in 2021 to a one building lot configuration. My client believes that proceeding with a single building lot is better for her, the Town and the Cape Cod National Seashore ("CCNS" or Seashore"), as it will have a lesser development impact.

The Town Planner, Barbara Carboni, recently submitted to the Board a staff memo (dated August 22, 2022) in which she mentioned what she believes to be the position of the Seashore on our plan. This caused me to ask to see correspondence in the file, and I was provided a copy of Superintendent Carlstrom's letter of August 23, 2022, addressed to the Chair of the Planning Board as well as an email from Park Planner McKean to the Town Planner dated August 18, 2022, which appears to have served as a template for the Superintendent's formal letter. While we believe the solicitation of federal opinion relative to an ANR matter is unwarranted, because both of these documents are in the public record of this matter, I would like to correct inaccuracies contained therein.

First, let me state the rights I believe my client enjoys as a result of the 2007 Boundary Agreement she entered into with the Seashore and the 2019 Right-of-Way Permit (RW CACO-19-001, renewed from 2008) issued by the Superintendent and also signed by my client (together the "Seashore Documents"). I do so because I think there are some misunderstandings which if cleared

up could reveal that we in agreement to a greater extent than expressed in your letter to the Chair of the Planning Board.

1. As clearly recognized in the Seashore Documents, my client has a right to use and improve Proprietors Road “up and down the hollow” for access and utilities to her property. This right is founded in our common law, as her parcel has been a distinct piece of land since 1905, first described in its 1911 deed as bounded “on the north by the north side of the Proprietors Road.”. The right to use and improve the way to the extent needed to fulfill its purpose, providing for safe access and utilities, is embedded in her title.
2. My client enjoys a right-of-way to use the so-called “Dirt Path Extension” (referenced in the 2019 Right-of-Way Permit also as the “Permitted Area”), for both access and utilities as long as such right is renewed and not cancelled by the Seashore.
3. By both Truro’s rules and regulations and by the terms of the Seashore Documents, the use of the Dirt Path Extension is subject to the requirements of the Town of Truro, in this case, its Planning Board and Building Department. This deference to Truro’s authority to ensure safe and lawful access is found in the Right-of-Way Permit where it states:

“Permittee agrees not to exercise her right to use and develop the Proprietors Road for access and/or utilities as long as Permitter permits her to use the existing Permitted Area except as may be required by the Town of Truro to safely and lawfully provide access from Higgins Hollow Road to all and/or any portion of the McCarthy parcel for her enjoyment and use, as long as Permitter permits her to use the existing Permitted Area.” (underlining provided)

4. The Dirt Path Extension provides longstanding and workable access to my clients property and to the abutting property at 35 Higgins Hollow Road, referenced in the Boundary Line Agreement as the “McDermott” lot. In fact, the Seashore added to the Boundary Line Agreement an obligation that my client must grant an easement to the McDermotts so that they will have a permanent right to cross my client’s property to access Higgins Hollow Road via the Dirt Path Extension. My client did so. It is the Seashore that insisted on this easement burdening my client’s land so that her abutter may use the Dirt Path Extension for vehicular and pedestrian access to and from Higgins Hollow Road.
5. In using her land as a single building lot, my client must satisfy the Planning Board and Building Commissioner that there exists safe and practical access by way of the Dirt Path Extension or in the alternative exercise her rights to use and improve the Proprietors Road, which is not the preferred option. It is unlikely the Town would require any significant modification to the existing Dirt Path extension precisely because it is presently being used for residential access (McDermott) with no apparent problems.

6. In such a case, my client would notify the Seashore that she must make a Town-requested modification to the Dirt Path Extension.
7. The Seashore is not obligated to agree to any such modifications to the Dirt Path Extension. But if it did not assent, the “aim” of the Seashore Documents will become frustrated. The 2019 Right-of-Way Permit states:

“WHEREAS, the Proprietors Road is partially wooded at this time, and the parties wish to minimize removal of trees and brush necessitated in accessing the McCarthy Parcel, and that use of the existing Permitted Area rather than the Proprietors Road, which is undeveloped at this time, best achieves this aim.”

8. If the Town should come to require improvements to the Dirt Path Extension and if permission is not given by the Seashore, my client will then proceed with her rights to use and improve Proprietors Road. It is likely that this would cause a greater degree of disturbance than a slight improvement to the Dirt Path Extension now being used by my client and the successor to McDermott. That this is the solution to any non-permission by the Seashore is set out the paragraph entitled “Reauthorization of Use” in the 2019 Right-of-Way Permit:

“If the NPS does not re-authorize renewal of this Permit, the Permittee is released from terms and conditions voluntarily offered to limit deforestation of the Proprietors Road” (underlining provided).

9. So, without cooperation from the Seashore for what, at worst, might be very minor improvements required by the Town to the Dirt Path Extension, my client would be released and would improve the unimproved portion of the Proprietors Road leading to Higgins Hollow Road. Making the Dirt Path Extension unavailable to my client would leave access to the McDermott successor’s lot in question, as the Seashore would either treat the two parties differently, allowing access to the McDermott lot and not to my client’s property, or, if treating them the same, cause the McDermott lot to lose access to Higgins Hollow Road (the McDermott lot does not abut Proprietors Road and thus lacks a title-based right to its use as a way).

My client wishes to preserve the aim of the Seashore Documents and access her property by use of the existing Dirt Path Extension, which has existed on the ground for more than fifty years.

I will now refer to some statements in the Superintendent’s letter, contained also on the Park Planner’s email that formed the basis of the letter, that I believe are inaccurate.

1. You state that “the proprietor’s road does not provide proper legal frontage.” This is a matter for the Town of Truro to determine. Jurisdiction over this question belongs to the local authorities under the Subdivision Control Law, the State’s zoning statute (Chapter

40A), the local zoning by-laws, and the common law (as contained in our State court decisions). Proprietors Road provides legal frontage, as the Planning Board determined last year. Your assertion is not correct.

2. You state that: "It is not a public way despite prior representations". My client has not asserted that Proprietors Road is a public way. It does not matter whether Proprietors Road is a public or private way; the common law right to use a way mentioned in a deed and bounding a property apply in either case. We are not proceeding in any respect upon a position that Proprietors Road is a public way.
3. You state that "This property is not a building lot". Again, this is a matter under the jurisdiction of the local authorities operating under State statutes, with the support of common law decisions. You cite no Federal authority on the subject of building on private lots. You are incorrect that this is not a building lot.
4. You state "The Dirt path extension rights permitted by the NPS are solely for utilities." It is very clear from the Seashore Documents that it is the wish of both parties that Proprietors Road not be deforested, and the preferred route for both access and utilities is the Dirt Path Extension. That is why the 2019 Right-of-Way Permit states:

"The USA has no objection to the use of the existing Permitted Area by Permittee and her successors' and assigns for vehicular and pedestrian access to and egress from the McCarthy Parcel." (underlining provided)

Both access and utilities are envisioned by the permit, as allowing both across the Dirt Path Extension is the only way to achieve the stated aim: "... use of the existing Permitted Area rather than the Proprietors Road, which is undeveloped at this time, best achieves this aim." Also, were the Seashore to take such a position, it may be in a position of protecting the right of McDermott's successors to use the Dirt Path Extension for access (which it went out of its way to ensure would always be available) while denying my client the right to do the same.

5. You state that for my client's lot "a building permit is dependent on town relief from zoning bylaw requirements". The Seashore Documents do not limit use of the Right-of-Way Permit to uses allowed as of right. Even if my client were seeking zoning relief her rights under the Seashore documents would be the same. Most importantly, though, my client is not seeking any kind of zoning relief. She is not applying for a special permit or variance. She is simply asking that the Board endorse this new plan as not being a subdivision of land so that development can be done as one single large lot, rather than under the two-lot plan the Board endorsed last year.

I ask that we work cooperatively from this point forward, as the Seashore had worked with my client for many years in the past. We would further request that any communication concerning

Cape Cod National Seashore
September 13, 2022
Page 5

this parcel be sent to me and to my client. More direct communication between us might help avoid a situation where the Seashore sends a letter to the Planning Board that contains material inaccuracies without any knowledge of my client. If this new plan is endorsed by the Board, and if, in drawing a building permit, the Building Commissioner wishes to have the Dirt Path Extension improved, I will ensure the Seashore is informed. Again, it is my client's goal to stay within the aim of the Seashore Documents thus preserving the unimproved part of Proprietors Road that would be disturbed if the Dirt Path Extension became unavailable.

Thank you.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal stroke at the end, positioned below the word "Sincerely,".

Christopher Senie

SENIE & ASSOCIATES, P.C.
ATTORNEYS AT LAW

To: Truro Planning Board
From: Christopher Senie, Esq.
Re: 35A Higgins Hollow Road, Truro
Date: September 13, 2022

I. Summary of Key Facts

Regan McCarthy (“Applicant”) is the owner of 35A Higgins Hollow Road, Truro MA (“Locus”).¹ In 2021, the Truro Planning Board (“Board”) endorsed the Applicant’s approval not required (“ANR”) plan under the Massachusetts Subdivision Control Law (“SCL”) and the Town of Truro’s Rules and Regulations Governing the Subdivision of Land (“Rules & Regulations”), dividing Locus’s one lot into two lots (“2021 ANR Plan”). Applicant requests that the Board endorse a perimeter plan of Locus, superseding the 2021 ANR Plan, so that Locus is comprised of one lot (“Perimeter Plan”).

II. Summary Analysis

A. Before the Board is an ANR Perimeter Plan (Proposed to Supersede the Board’s Previously Endorsed 2021 ANR Plan); the Board Should Endorse the Perimeter Plan by Ministerial Act

A perimeter plan includes a plan that removes division lines between lots. *See Cumberland Farms, Inc. v. Planning Bd. of W. Bridgewater*, 64 Mass. App. Ct. 902, 902 (2005) (noting the following in the context of a perimeter plan changing boundary lines by consolidating several lots into a single lot: “the argument that perimeter plans, because they do not contain new lines indicating a division of land, are ineligible for submission and endorsement under § 81P flies in the face of decades of contrary practice”). *See also Cumberland Farms, Inc. v. Hurley*, 11 LCR 289, 290 (2003) (involving a perimeter plan consolidating lots and with mention that once the Board finds no subdivision is involved it must endorse the perimeter plan: “[t]he process is a mechanical exercise and is a purely objective test”).² The perimeter plan before the Truro Planning Board in this matter involves a simple plan adjustment (*i.e.*, removal of a division line solely existing on paper in the 2021 ANR Plan) so involves no lot consolidation with deed changes to separately titled lots.³

¹ Truro Assessor Parcel ID 47-2-0.

² M.G.L. c. 41, § 81X refers to “new lines for division” and not a broader concept of “new lines”.

³ Applicant has made no deed change to Locus since the Truro Planning Board’s issuance of the 2021 ANR Plan. While the 2021 ANR Plan sets out a division line on paper, there remains one lot from a zoning perspective. *See* the Truro Zoning Bylaw definition of a lot as follows: “Lot. A parcel of land, undivided by a street, with

Applicant's Perimeter Plan reflects her desire for a single lot approach to Locus, thus superseding the 2021 ANR Plan's two-lot division. Applicant's request is made with reflection to the Board's 2021 ANR Plan endorsement having involved its comprehensive analysis and conscious decision, including its finding of compliant frontage and suitable access under M.G.L. c. 41, § 81L and the Rules & Regulations.

The Board's endorsement of the Perimeter Plan should therefore be a simple ministerial act. Were the Board to revisit and reverse its prior careful and conscious decision regarding Locus's compliant frontage and suitable access under the SCL and Rules & Regulations, it would be problematic for the following reasons:

- Firstly, the 2021 ANR Plan involved a "division" of land at Locus, thus triggering the following comprehensive analysis set out in M.G.L. c. 41, § 81L to qualify the division for ANR characterization:

"Subdivision" shall mean the division of a tract of land into two or more lots and shall include resubdivision, and, when appropriate to the context, shall relate to the process of subdivision or the land or territory subdivided; provided, however, that the division of a tract of land into two or more lots shall not be deemed to constitute a subdivision within the meaning of the subdivision control law if, at the time when it is made, every lot within the tract so divided has frontage on ... (c) a way in existence when the subdivision control law became effective in the city or town in which the land lies, having, in the opinion of the planning board, sufficient width, suitable grades and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon. Such frontage shall be of at least such distance as is then required by zoning or other ordinance or by-law, if any, of said city or town for erection of a building on such lot, and if no distance is so required, such frontage shall be of at least twenty feet.⁴ [Emphasis added]

definite boundaries, title to which is held in undivided ownership". There also have been no physical changes to Locus, or to its abutting access road, Proprietors Road, or the Cape Cod National Seashore Dirt Path Extension, discussed more fully below in Sections B.1. and B.2. of this memorandum, respectively.

⁴ Rules & Regulations § 1.6 define an ANR plan to include a plan not showing a division and having frontage of at least the "length" required by zoning on:

"a way that was in existence when The Subdivision Control Law became effective in Truro and that has, in the opinion of the Board, sufficient width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby and for the installation of municipal services to serve such land and the buildings erected or to be erected therein".

The foregoing analysis was undertaken by the Board with careful reflection to the physical attributes of Locus (including after its site visit) and the nature of its access rights to Higgins Hollow Road (discussed more fully below in Section II.B. of this memorandum). As such, the Board's prior determination of compliant frontage and suitable access in favor of its endorsement should not be disturbed by virtue of Applicant's desire to return to a simpler and less impactful (environmentally and otherwise) single lot development approach to Locus.

- Secondly, the Perimeter Plan before the Board does not involve a "division" of land; it involves the following separate and distinct ANR "subdivision" exception set out in M.G.L. c. 41, § 81L, which only mandates there being no change to "frontage" in the Board's previously endorsed 2021 ANR Plan:

"... instruments adding to, taking away from, or changing the size and shape of, lots in such a manner as not to leave any lot so affected without the frontage above set forth, ... shall not constitute a subdivision."⁵

No such change has occurred to the Lot's frontage and suitable access as determined by the Board in the 2021 ANR Plan. The Perimeter Plan's only fundamental change is the removal of the two-lot division line on paper.⁶

Rules & Regulations § 2.2.3 regarding ANR plans provides that the Board's examination of adequacy of ways for proposed lot access should normally result in a finding that "existing ways" provide adequate access.

None of the ANR provisions in the Rules & Regulations specifically provide that the Board may re-examine its prior endorsement of adequate access. Such re-examination power should not be read into the Rules & Regulations particularly in the circumstances involving no change to the physical on the ground conditions of Locus and where the new perimeter plan substantially reduces proposed development impact by removing on paper the division line between two lots. Also note that the Board's disapproval power in Rules & Regulations subsection 3.8 on "Design Standards" in relation to access road adequacy is technically limited to a "subdivision".

⁵ Rules & Regulations § 1.6 mirrors this exception with the following language: "[c]onveyances or other instruments adding to, taking away from, or changing the size and shape of, lots in such a manner as not to leave any lot so affected without the frontage above set forth".

⁶ As mentioned above in note 3, Applicant has made no Locus deed change following the Truro Planning Board's issuance of the 2021 ANR Plan endorsement, nor have there been any conveyances of Locus. Thus, notwithstanding a paper division line, the lot remains one lot from a zoning perspective. See the Truro Zoning Bylaw definition of a lot as follows: "Lot. A parcel of land, undivided by a street, with definite boundaries, title to which is held in undivided ownership".

- Lastly, the SCL grants no powers of rescission with respect to Board ANR endorsements. *Cassani v. Planning Board of Hull*, 1 Mass. App. Ct. 451, 453-54 (1973) (noting that SCL rescission powers in M.G.L. c. 41, §§ 81W, 81X and 81DD “do not refer to the power to modify, amend or rescind a[n] ... ‘endorsement’” ..., and further noting the conclusiveness of endorsements under M.G.L. c. 41, §§ 81P and 81X).

A reversal of the Board’s prior conscious decision regarding the 2021 ANR Plan, including of its findings of compliant frontage and vital access for SCL and Rules & Regulations purposes, would in substance effect a rescission of its prior findings to the Applicant’s substantial detriment in the circumstances of a new Perimeter Plan involving *a lesser impactful single residential lot development approach*.

B. Locus’s Lot Frontage & Access Meet the Standards of the SCL and Rules & Regulations

1. *The Lot’s Frontage Road - Proprietors Road – Is a Way in Existence When the SCL Became Effective in Truro & the Lot has an Appurtenant Common Law Right of Way (i.e., Easement) to Pass & Repass on, and to Improve, Proprietors Road*

The Lot’s frontage distance is 495 ± ft. on a private way called “Proprietors Road”.⁷ Proprietors Road is visible on the ground albeit is currently overgrown and requires improvement for compliant access to the Lot.

For access purposes, Locus has an appurtenant common law right of way, which is an easement,⁸ to pass and repass on Proprietors Road to Higgins Hollow Road (a public way). The Lot’s common law right of way on Proprietors Road is set out in a recorded 1911 deed from the heirs of Joseph & Louisa Morris to James Morris.⁹

⁷ The punctuation of “Proprietors Road” (*i.e.*, Proprietor’s Road, Proprietors’ Road or Proprietors Road) varies in context and shall be referred to herein as “Proprietors Road”.

⁸ *150 Main St., LLC v. Martino*, 2016 Mass. App. Unpub. LEXIS 147 (2016) (in overturning on appeal the lower court’s distinguishing of a common law right of way (to pass & repass) on a private way from an express easement to do so, the Appeals Court found “the distinction is without a difference”).

⁹ See Barnstable Registry of Deeds (“Registry”), Book 314, Page 45, attached herewith (“1911 Deed”) as Attachment 1. The following excerpt is the description of Locus in the 1911 Deed:

Also a certain piece of land situated in said Truro, on the south side of Higgin’s Hollow, so-called, in Long Neck, and bounded and described as follows: - Beginning at the northwest corner of said land at a stake and stone **on the north side of the proprietor’s road**; thence southerly in range formerly of the late Benjamin Small **twenty-seven rods** to a stake and stone; thence, easterly in the range of land of heirs of Doane Rick, formerly, now owned by John

Thus, Proprietors Road was in existence prior to Truro's adoption of the Rules and Regulations in 1950s,¹⁰ and, as such, is "... a way in existence when the subdivision control law became effective in the city or town in which the land lies" M.G.L. c. 41, § 81L. Moreover, an abutting property has used the same Proprietors Road on the same deeded basis for frontage and access since at least 1948, further supporting its status as a recognized way.¹¹

In Massachusetts, it is well established that the holder of a common law right of access in a private way (*i.e.*, an easement) is entitled to improve the way where the way is in use, but also "... even more clearly where without improvement the way is impassable and useless." *Guillet v. Livernois*, 297 Mass. 337, 340 (1937). *See also Chatham Conservation Found. v. Farber*, 56 Mass. App. Ct. 584, 589 (2002) (noting that "the right to pass and repass has been found to include all rights reasonably incidental to the enjoyment of the right to pass, including the right to make reasonable repairs and improvements to the right of way").

It is reasonable for Applicant to improve Proprietors Road to the extent necessary (*e.g.*, 14-foot-wide road construction, if so required) to achieve compliant access in support of the Lot's single-family residential development.¹² The reasonableness of Applicant's expectation to do so is

Oliver, to a stake and stone in range of land formerly owned by the late Benjamin S. Kelley; thence northerly in said Kelley's range to a stone on the north side of proprietor's road; thence westerly thirty rods in said Kelley's range to the bound first mentioned-reserving the right of proprietors to the way up and down the hollow; being the same premises conveyed to the above named Joseph Morris by Amelia R. Ryder and Samuel Dyer by deed dated March 2, 1905. [Emphasis added.]

¹⁰ In 1918, title to Locus was described and transferred unchanged from Anne Morris¹⁰ to Mary C. Joseph – *see* attached (as Attachment 2) Registry deed, Book 352, page 523 ("1918 Deed") – who owned the Subject Property until her passing intestate in 1944. Thereafter, the next recorded deed documentation in Locus' chain of title was in 2005 at which time the Applicant acquired all interest in the Subject Property (as described in the 1911 Deed) from Mary C. Joseph's heirs. (The 2005 Registry recordation on the conveyance documents title transfer from all heirs of Mary C. Joseph is at Book 19730, Pages 161-62, 165-67, 173-75 and Book 19746, Pages 172, 175 and 187. This was accepted by Land Court in 2005 (CA-302995).) Locus' deed description has never changed since the 1911 deed recorded at Book 314 Page 45.

¹¹ Proprietors Road is cited in several deeds of the adjoining parcel at 45 HHR (Assessor Parcel ID 44-9-0). *See* Registry deeds at Book 706, Page 525 (19480) and Book 7623, Page 185 (1991) included herewith as Attachments 3 & 4, respectively. In these documents and others related to this property at 45 HHR, this private way is cited as the basis for legal frontage and access to this day in language identical to Locus deed. It is further referenced in the Town Road Commissioner Decision of 1894, which created this portion of modern Higgins Hollow Road, as "following nearly the private way already existing," *i.e.*, the Proprietors Road ("1894 Decision"). Included herewith as Attachment 5 is a transcript of the 1894 Decision accompanied by the actual Town Clerk's records of this 1894 Decision (note sender's fax number and name as "Town of Truro").

¹² The Rules & Regulations "Design Standards", including those of application to rights-of-way for access (as per Rules & Regulations § 3.8), are relevant to "subdivisions", which is not what the Perimeter Plan before the Board comprises, and in any event are subject to Board waiver powers under the Rules & Regulations and

evidenced in the similar use of abutting lots to Locus (*i.e.*, likewise reflecting single family residential development as is generally true of Locus’s neighborhood).

2. *The 2007 Boundary Line Agreement & Associated U.S. Federal Statutory Right-of-Way¹³ Permits (2008 & 2019) Between Applicant and the United States Department of the Interior, National Park Service Do Not Extinguish Locus’s Appurtenant Common Law Right of Way (Easement) to Pass & Repass on, and to Improve, Proprietors Road But Do Reflect an Environmentally Less Impactful Strategy to Satisfy Town Access Standards and Thereby Support Lot Buildability*

In 2007, the Applicant and the United States Department of the Interior, National Park Service entered into a “Boundary Line Agreement” (“Agreement”) with a primary purpose of confirming a boundary line between Cape Cod National Seashore (“CCNS”) land and Applicant’s contiguous

M.G.L. c.41, § 81R, as well as the “Rural Road Alternative”. Appendix 2, Table 1 of the Rules & Regulations (“Table 1”), entitled “Recommended Geometric Design Standards for Subdivisions” provides that, for “roadway layout,” the “minimum roadway width – not including berms) is 14’-feet. “Roadway” is defined in Rules & Regulations § 1.6 as “the portion of a road layout designed for vehicular travel; the traveled portion of the roadway”. Truro’s general bylaws § 9 provide as follows in relevant part:

Section 9 PRIVATE AND PUBLIC WAYS AND PLACES

...

1-9-13 Public Safety Clearing. In order to provide safe passage for safety and emergency vehicles and personnel the following standards/requirements for the clearing of vegetation of private ways (“roadways”) and driveways in excess of fifty (50) feet in length, shall be met:

1-9-13-1 The traveled way of any roadway or driveway shall be no less than eight (8) feet wide.

1-9-13-2 The combined traveled way and clearance of any obstacles including vegetation shall be no less than fourteen (14) feet.

1-9-13-3 Height clearance shall be no less than fourteen (14) feet from the road surface.

¹³ The statutory right-of-way granted pursuant to U.S. federal law (*i.e.*, 54 U.S.C. §§ 100902(a) and 100902(b), and 36 C.F.R. Part 14) is distinguishable from Locus’s common law (easement) right of way; for example, the former in this matter is a revocable non-exclusive permit granted under U.S. federal law, whereas the latter deeded right of way exists in perpetuity (*i.e.*, runs with the land).

36 CFR 14.2 defines a right-of-way to include a “license, permit, or easement, as the case may be” and 36 CFR 14.6 elaborates further in relevant part as follows:

“No interest granted by the regulations in this part shall give the holder thereof any estate of any kind in fee in the lands. The interest granted shall consist of an easement, license, or permit in accordance with the terms of the applicable statute; no interest shall be greater than a permit *revocable* at the discretion of the authorized officer unless the applicable statute provides otherwise.” [Emphasis added]

land. Additionally, and further to the Agreement, the Superintendent of the Cape Cod National Seashore (“CCNS”) and the Applicant executed Right-of-Way Permits (“Permits”).¹⁴

The Agreement and Permits reflect the intent of the parties to give the Applicant a statutory (utility and access) right-of-way to a more direct route (a dirt path extension) from Proprietors Road (across the CCNS land) to Higgins Hollow Road (“Dirt Path Extension”) *as long as* the Applicant foregoes the exercise of her continued common law right of way to improve Proprietors Road to access Higgins Hollow Road.¹⁵ In other words, the Agreement and associated Permits reflect the parties’ desired strategy to achieve a *less environmentally impactful* approach in support of Applicant’s desired residential development of the Lot.¹⁶ In so doing, the Applicant may “change,

¹⁴ The Permits each run for a 10-year period; the first permit was issued in 2008, and the second in 2019.

¹⁵ Such intent is for example represented in the following clause in the 2019 Permit in respect of the Permitted Area (comprising “a pre-existing dirt path of uneven width” (*i.e.*, the Dirt Path Extension):

WHEREAS, Permittee agrees not to exercise her right to use and develop Proprietors Road for access and/ utilities *as long as* Permittor permits her to use the existing Permitted Area except as may be required by the Town of Truro to safely and lawfully provide access from Higgins Hollow Road to all and/or any portion of the McCarthy parcel for her enjoyment and use, as long as Permittor permits her to use the existing Permitted Area; ...” [Emphasis added]

The 2019 Permit also states as follows regarding reauthorization of use:

If the [National Park Service] does not re-authorize renewal of this Permit, the Permittee is released from terms and conditions voluntarily offered to limit deforestation of the Proprietors Road.

Similarly, the Boundary Agreement includes the following clause:

WHEREAS, the Proprietors Road is partially wooded at this time, and the parties wish to minimize removal of trees and brush necessitated in accessing the McCarthy [i.e., Applicant’s] Parcel, and the distance from the McCarthy Parcel to Higgins Hollow Road along the Proprietors Road is much greater than the distance from the McCarthy Parcel to Higgins Hollow Road along the portion of the dirt path lying outside the McCarthy Parcel”

In addition, the Boundary Agreement § 5 states the parties acknowledgement in relevant part that “(b) McCarthy [the Applicant] has the right to access the McCarthy Parcel by the Proprietors Road, and to run utilities to the McCarthy Parcel under and upon the Proprietors Road.”

¹⁶ Although the Perimeter Plan at issue does not involve a “subdivision”, the strategy is environmentally aligned with the Subdivision Design Standards of the Rules & Regulations as follows in relevant part:

“3.3 Respect for natural landscape

Proposed roads and lot configuration should be designed with the goal of minimizing the volume of cut and fill, flood damage, the area over which vegetation will be disturbed, the

alter, relocate or improve” the Dirt Path Extension with the written approval of the CCNS Superintendent.

Applicant’s preference is to continue to utilize the Dirt Path Extension with improvement in a minimally invasive way and with the approval of the CCNS Superintendent to achieve the Board’s requirements for vital access purposes) in support of the Lot buildability.

number of mature trees (generally 10 inches in diameter, measured 41.2 feet above existing grade) and specimen trees removed, Consideration should be shown for the protection of natural features, such as large trees, ... scenic view and vistas, historic spots, and similar community assets.”

Further relevant environmental sensitivity is reflected in the “Rural Road Alternative” of the Rules & Regulations as follows in relevant part:

“3.7 Rural Road Alternative

Where approval is sought for a subdivision on land of a rural or sensitive nature, the Board may, at its discretion, waive strict compliance with the requirements of Section 3.6.8 in order to allow roads servicing not more than four (4) dwellings to be more in keeping with the rural landscape; however, in no instance shall the width of the road surface be waived.”

Senie Legal Memo to Truro Planning Board

13 Sept 2022

Attachment 1

Registry Deed Book 314, Page 45 ("1911 Deed")

KNOW ALL MEN BY THESE PRESENTS

that we, Joseph F. Morris, John Morris, Maggie Oliver, Ellen Noons, Mary Alves and Carrie Marshall, heirs at law of Joseph Morris and Louisa Morris both late of Truro, County of Barnstable and Commonwealth of Massachusetts, deceased, in consideration of One dollar and other valuable consideration to us in hand paid by James Morris of said Truro, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said James Morris all our right, title and interest in and to the following pieces of land all of which are situated in said Truro:- 1. A certain piece of real estate situated in said Truro, bounded, beginning at the northeast corner of land now or formerly of the heirs of Zoheth Rich by the old county road so-called, running thence easterly and southerly by said road till its comes to the pasture of Samuel H. Smith and Samuel Paine, thence southerly and westerly by said pasture as the fence now stands till its comes to a road known as the lane; thence northerly by said lane to the S. W. corner of land now or formerly of said heirs of Zoheth Rich, thence easterly as the fence stands to a corner; thence northerly along said fence all in the range now or formerly of said heirs of Zoheth Rich to the first mentioned bound. Also a lot of brush land lying to the eastward of the house now or formerly of Benjamin S. Kelley and bounded on the north by land now or formerly of Jeremiah Higgins and Leonard Rich, on the east by land of Frank Williams, on the south by land of Joseph Higgins and others, and on the west by land of Samuel Paine. Also another lot of land situated in said Truro and bounded beginning at the northeast corner of the schoolhouse lot by the old county road, thence easterly by the old county road to the dyke, so-called; thence southerly by said dyke to land formerly of Solomon Paine; thence westerly in said Paine's range to the new county road; thence northerly by said new county road to the school house lot; thence easterly by said schoolhouse lot to the place of beginning. Also one other lot formerly a part of the last named lot, beginning at the northeast corner of said lot on the new county road thence southeasterly by said new county road to land and meadow now or formerly of Joseph Francis; thence westerly to land or meadow now or formerly of Barnabas Paine; thence northerly in said Barnabas Paine's range to the schoolhouse lot; thence easterly by said town's land to the first mentioned bound. The foregoing being the premises conveyed to the said Louisa Morris by Oriana C. Sparrow by deed dated November 9, 1885 and recorded with Barnstable Deeds Book 171 page 13. Also a certain piece of land situated in said Truro, on the south side of Higgin's Hollow, so-called, in Long Nook, and bounded and described as follows:- Beginning at the northwest corner of said land at a stake and stone on the north side of the proprietor's road; thence southerly in range formerly of the late Benjamin Small twenty-seven rods to a stake and stone; thence easterly in the range of land of heirs of Doane Rich, formerly, now owned by John Oliver, to a stake and stone in range of land formerly owned by the late Benjamin S. Kelley; thence northerly in said Kelley's range to a stone on the north side of the proprietors' road; thence westerly thirty rods in said Kelley's range to the bound first mentioned-reserving the right of proprietors to the way up and

down the hollow; being the same premises conveyed to the above named Joseph Morris by Amelia R. Ryder and Samuel Dyer by deed dated March 2, 1905.⁶ Also, a certain piece of meadow situated in Long Nook, so-called in Truro aforesaid and bounded on the north by land of the heirs of said Joseph Morris, on the east by the county road, on the south by meadow formerly of Barnabas Paine, and on the west by meadow of said heirs; being the same premises conveyed to the said Joseph Morris by Samuel Dyer by deed dated July 13, 1895.⁷ Also a piece of land on the north side of Pamat River in said Truro and bounded as follows:— beginning at the southwest corner of said lot at a stake in range now or formerly of Samuel H. Smith, thence northerly in said Smith's range fourteen rods to land now or formerly of the heirs of Michael H. Rich; thence easterly in said heirs' range to the land formerly of Joshua Dyer; thence southerly in said Dyer's range fourteen rods to land now or formerly of Nathaniel Dyer; thence westerly in said Dyer's range to the bound first mentioned. Said lot contains about three and one quarter acres, and is the same land conveyed to said Joseph Morris by Levi L. Higgins by deed dated March 13, 1902. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said James Morris and his heirs and assigns, to their own use and behoof forever. And we do hereby for ourselves and our heirs, executors, and administrators, covenant with the said grantee and his heirs and assigns that the granted premises are free from all incumbrances made or suffered by them, and that they will and their heirs, executors, and administrators shall warrant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through, or under them, but against none other. And for the consideration aforesaid we, Mary V. Morris, wife of said Joseph F. Morris, Mary Morris, wife of said John Morris, Manuel F. Oliver, husband of said Maggie Oliver, Joaquin Noons, husband of said Ellen Noons, Joseph Alves, husband of said Mary Alves, and John C. Marshall, husband of said Carrie Marshall do hereby release unto the said grantee and his heirs and assigns all right of or to both dower and homestead in the granted premises, and all other rights and interests therein. In witness whereof we the said Joseph F. Morris, Mary V. Morris, John Morris, Mary Morris, Maggie Oliver, Manuel F. Oliver, Ellen Noons, Joaquin Noons, Mary Alves, Joseph Alves, Carrie Marshall, and John C. Marshall hereto set our hands and seals this seventh day of July in the year one thousand nine hundred and eleven.

Signed and sealed in presence of
 Joseph Morris
 Maggie F. Oliver
 Maggie F. Oliver

Joseph Morris (LS)
 Mary V. Morris X (LS)
 Manuel F. Oliver (LS)
 Maggie F. Oliver (LS)
 Jos G. Alves X (LS)
 Mary G. Alves X (LS)
 Carrie M. Marshall (LS)
 John C. Marshall (LS)
 John Morris (LS)
 Mary A. Morris (LS)
 Ellen K. Noons (LS)
 Joaquin Noons (LS)

Commonwealth of Massachusetts.

Barnstable ss. September 7th 1911. Then personally appeared the above-named Joseph Morris and acknowledged the foregoing instrument to be his free act and

deed, before me W. H. Young Justice of the Peace.
Barnstable ss. Received October 31, 1911, and is recorded.

KNOW ALL MEN BY THESE PRESENTS

that I, Patience E. Snow, Executrix of the Will of Charles H. Snow, holder of a certain mortgage given by Thaddeus F. Ellis to Charles H. Snow dated October 15, A. D. 1901, and recorded with Barnstable County Deeds, libro 252 folio 146, do hereby acknowledge that I have received from Thaddeus F. Ellis the mortgagor named in said mortgage, full payment and satisfaction of the same; and in consideration thereof I do hereby cancel and discharge said mortgage, and release and quitclaim unto the said Thaddeus F. Ellis and his heirs and assigns forever, the premises thereby conveyed. IN WITNESS WHEREOF I herunto set my hand and seal this thirtieth day of October A.D. 1911.

Signed and sealed in the presence of Patience E. Snow (LS)
Commonwealth of Massachusetts.

Suffolk ss. Oct. 30 1911. Then personally appeared the above-named Patience E. Snow and acknowledged the foregoing instrument to be her free act and deed, before me- Charles C. Mellen Justice of the Peace.

Barnstable ss. Received November 1, 1911, and is recorded.

WHEREAS Sarah W. Fisher did by mortgage deed, dated August 20, 1904 and recorded in Barnstable County Registry of Deeds, libro 269 folio 228 convey the premises hereinafter described to Lemuel K. Wilbur of Easton, Massachusetts, and whereas in and by said mortgage deed the grantee therein named, his executors, administrators, or assigns, were authorized and empowered, upon any default in the performance or observance of the condition of said mortgage, to sell the said premises, with all improvements that might be thereon, at public auction in North Falmouth first publishing a notice as therein required, and to convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and whereas there has been such default, and notice has been published, and a sale has been made, as will more particularly appear in and by the affidavit hereto to be subjoined. NOW THEREFORE KNOW ALL MEN that I the said Lemuel K. Wilbur by virtue and in execution of the power contained in said mortgage deed as aforesaid, and of every other power me hereto enabling, and in consideration of the sum of Ten Hundred Fifteen and 50/100 Dollars to me paid by William E. McIsaac, of Taunton, Massachusetts the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the said William E. McIsaac all and singular the premises conveyed by the aforesaid mortgage deed, namely: Lots No. 409 and No. 410 upon the north side of Grove Street, on Silver Beach, in North Falmouth, in the County of Barnstable, aforesaid Commonwealth, bounded:- Beginning at a stake in the North line of said Grove Street, at the southeast corner of lot No. 408; thence northeasterly one hundred (100) feet, more or less, to a stake and land of one Downer; thence southeasterly by said Downer's land one hundred (100) feet

KNOW ALL MEN BY THESE PRESENTS

that we, Joseph F. Morris, John Morris, Maggie Oliver, Ellen Noons, Mary Alves and Carrie Marshall, heirs at law of Joseph Morris and Louisa Morris both late of Truro, County of Barnstable and Commonwealth of Massachusetts, deceased, in consideration of One dollar and other valuable consideration to us in hand paid by James Morris of said Truro, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said James Morris all our right, title and interest in and to the following pieces of land all of which are situated in said Truro:- 1. A certain piece of real estate situated in said Truro, bounded, beginning at the northeast corner of land now or formerly of the heirs of Zoheth Rich by the old county road so-called, running thence easterly and southerly by said road till its comes to the pasture of Samuel H. Smith and Samuel Paine, thence southerly and westerly by said pasture as the fence now stands till its comes to a road known as the lane; thence northerly by said lane to the S. W. corner of land now or formerly of said heirs of Zoheth Rich, thence easterly as the fence stands to a corner; thence northerly along said fence all in the range now or formerly of said heirs of Zoheth Rich to the first mentioned bound. Also a lot of brush land lying to the eastward of the house now or formerly of Benjamin S. Kelley and bounded on the north by land now or formerly of Jeremiah Higgins and Leonard Rich, on the east by land of Frank Williams, on the south by land of Joseph Higgins and others, and on the west by land of Samuel Paine. Also another lot of land situated in said Truro and bounded beginning at the northeast corner of the schoolhouse lot by the old county road, thence easterly by the old county road to the dyke, so-called; thence southerly by said dyke to land formerly of Solomon Paine; thence westerly in said Paine's range to the new county road; thence northerly by said new county road to the school house lot; thence easterly by said schoolhouse lot to the place of beginning. Also one other lot formerly a part of the last named lot, beginning at the northeast corner of said lot on the new county road thence southeasterly by said new county road to land and meadow now or formerly of Joseph Francis; thence westerly to land or meadow now or formerly of Barnabas Paine; thence northerly in said Barnabas Paine's range to the schoolhouse lot; thence easterly by said town's land to the first mentioned bound. The foregoing being the premises conveyed to the said Louisa Morris by Oriana C. Sparrow by deed dated November 9, 1885 and recorded with Barnstable Deeds Book 171 page 13. Also a certain piece of land situated in said Truro, on the south side of Higgin's Hollow, so-called, in Long Hook, and bounded and described as follows:- Beginning at the northwest corner of said land at a stake and stone on the north side of the proprietor's road; thence southerly in range formerly of the late Benjamin Small twenty-seven rods to a stake and stone; thence easterly in the range of land of heirs of Doane Rich, formerly, now owned by John Oliver, to a stake and stone in range of land formerly owned by the late Benjamin S. Kelley; thence northerly in said Kelley's range to a stone on the north side of the proprietors' road; thence westerly thirty rods in said Kelley's range to the bound first mentioned-reserving the right of proprietors to the way up and

down the hollow; being the same premises conveyed to the above named Joseph Morris by Amelia R. Ryder and Samuel Dyer by deed dated March 2, 1905. Also, a certain piece of meadow situated in Long Nook, so-called in Truro aforesaid and bounded on the north by land of the heire of said Joseph Morris, on the east by the county road, on the south by meadow formerly of Barnabas Paine, and on the west by meadow of said heirs; being the same premises conveyed to the said Joseph Morris by Samuel Dyer by deed dated July 13, 1895. Also a piece of land on the north side of Panet River in said Truro and bounded as follows:- beginning at the southwest corner of said lot at a stake in range now or formerly of Samuel H. Smith, thence northerly in said Smith's range fourteen rods to land now or formerly of the heirs of Michael H. Rich; thence easterly in said heirs' range to the land formerly of Joshua Dyer; thence southerly in said Dyer's range fourteen rods to land now or formerly of Nathaniel Dyer; thence westerly in said Dyer's range to the bound first mentioned. Said lot contains about three and one quarter acres, and is the same land conveyed to said Joseph Morris by Levi L. Higgins by deed dated March 13, 1902. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said James Morris and his heirs and assigns, to their own use and behoof forever. And we do hereby for ourselves and our heirs, executors, and administrators, covenant with the said grantee and his heirs and assigns that the granted premises are free from all incumbrances made or suffered by them, and that they will and their heirs, executors, and administrators shall warrant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through, or under them, but against none other. And for the consideration aforesaid we, Mary V. Morris, wife of said Joseph F. Morris, Mary Morris, wife of said John Morris, Manuel F. Oliver, husband of said Maggie Oliver, Joaquin Noons, husband of said Ellen Noons, Joseph Alves, husband of said Mary Alves, and John C. Marshall, husband of said Carrie Marshall do hereby release unto the said grantee and his heirs and assigns all right of or to both dower and homestead in the granted premises, and all other rights and interests therein. In witness whereof we the said Joseph F. Morris, Mary V. Morris, John Morris, Mary Morris, Maggie Oliver, Manuel F. Oliver Ellen Noons, Joaquin Noons, Mary Alves, Joseph Alves, Carrie Marshall, and John C. Marshall hereunto set our hands and seals this seventh day of July in the year one thousand nine hundred and eleven.

Signed and sealed in presence of	Joseph Morris	(LS)
Joseph Morris	Mary V. Morris	X (LS)
	Manuel F. Oliver	(LS)
	Maggie F. Oliver	(LS)
Maggie F. Oliver	Jos G. Alves	X (LS)
Maggie F. Oliver	Mary G. Alves	X (LS)
	Carrie M. Marshall	(LS)
	John C. Marshall	(LS)
	John Morris	(LS)
	Mary A. Morris	(LS)
	Ellen K. Noons	(LS)
	Joaquin Noons	(LS)

Commonwealth of Massachusetts.

Barnstable ss. September 7th 1911. Then personally appeared the above-named Joseph Morris and acknowledged the foregoing instrument to be his free act and

dead, before me W. H. Young Justice of the Peace.
Barnstable ss. Received October 31, 1911, and is recorded.

KNOW ALL MEN BY THESE PRESENTS

that I, Patience E. Snow, Executrix of the Will of Charles H. Snow, holder of a certain mortgage given by Thaddeus F. Ellis to Charles H. Snow dated October 15, A. D. 1901, and recorded with Barnstable County Deeds, libro 252 folio 146, do hereby acknowledge that I have received from Thaddeus F. Ellis the mortgagor named in said mortgage, full payment and satisfaction of the same; and in consideration thereof I do hereby cancel and discharge said mortgage, and release and quitclaim unto the said Thaddeus F. Ellis and his heirs and assigns forever, the premises thereby conveyed. IN WITNESS WHEREOF I hereunto set my hand and seal this thirtieth day of October A.D. 1911.

Signed and sealed in the presence of Patience E. Snow (LR)
Commonwealth of Massachusetts.

Suffolk ss. Oct. 30 1911. Then personally appeared the above-named Patience E. Snow and acknowledged the foregoing instrument to be her free act and deed, before me- Charles C. Mellen Justice of the Peace.
Barnstable ss. Received November 1, 1911, and is recorded.

WHEREAS Sarah W. Fisher did by mortgage deed, dated August 20, 1904 and recorded in Barnstable County Registry of Deeds, libro 269 folio 228 convey the premises hereinafter described to Lemuel K. Wilbur of Easton, Massachusetts, and whereas in and by said mortgage deed the grantee therein named, his executors, administrators, or assigns, were authorized and empowered, upon any default in the performance or observance of the condition of said mortgage, to sell the said premises, with all improvements that might be thereon, at public auction in North Falmouth first publishing a notice as therein required, and to convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and whereas there has been such default, and notice has been published, and a sale has been made, as will more particularly appear in and by the affidavit hereto to be subjoined. NOW THEREFORE KNOW ALL MEN that I the said Lemuel K. Wilbur by virtue and in execution of the power contained in said mortgage deed as aforesaid, and of every other power me hereto enabling, and in consideration of the sum of Ten Hundred Fifteen and 50/100 Dollars to me paid by William E. McIsaac, of Taunton, Massachusetts the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the said William E. McIsaac all and singular the premises conveyed by the aforesaid mortgage deed, namely: Lots No. 409 and No. 410 upon the north side of Grove Street, on Silver Beach, in North Falmouth, in the County of Barnstable, aforesaid Commonwealth, bounded:- Beginning at a stake in the North line of said Grove Street, at the southeast corner of lot No. 408; thence northeasterly one hundred (100) feet, more or less, to a stake and land of one Downer; thence southeasterly by said Downer's land one hundred (100) feet

Said Mortgage in Book 252 Page 146
Said Mortgage in Book 269 Page 228

Senie Legal Memo to Truro Planning Board

13 Sept 2022

Attachment 2

Registry Deed Book 352, Page 523 (“1918 Deed”)

Know all men by these presents

That Annie Morris of Provincetown, in the County of Barnstable and Commonwealth of Massachusetts

OFFICIAL OFFICIAL

IN CONSIDERATION OF \$600.00 Six hundred and 00/100 dollars (#600) paid by Mary L. Joseph of Clarendon County, S.C. Commonwealth aforesaid

NOT NOT the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Mary L. Joseph her heirs and assigns forever all the real estate situated in the Town of Clarendon County and Commonwealth aforesaid, said estate including my dwelling house in Clarendon with land adjoining the same and all other pieces and parcels of land in Town of which I am possessed, being the same premises to me conveyed by deed from my husband James Morris, dated April 25, 1914, and recorded with Barnstable County Registry of Deeds Book 327, Page 279, with the exception however of a certain piece of swamp and lowland southerly from the Clarendon school house adjoining the State road on the west, sold to William B. Rose in 1917. All deeds in my possession are surrendered for reference.

TO HAVE AND TO HOLD the granted premises with all the privileges and appurtenances thereto belonging to the said Mary L. Joseph and her heirs and assigns to their own use and behoof forever. And I hereby covenant for my self and my heirs, Executors and Administrators, covenant with the said grantee and her heirs and assigns that I am lawfully seized in fee simple of the granted premises: that they are free from all incumbrances

That I have good right to sell and convey the same as aforesaid and that I will, and my heirs, Executors, and Administrators shall WARRANT AND DEFEND the same to the said grantee and her heirs and assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid, I James Morris husband of Annie Morris

do hereby release unto the said grantee and her heirs and assigns all right of ~~any~~ ^{any} ~~POWER and INCUMBRANCE~~ in the granted premises, and all other rights and interests therein.

IN WITNESS WHEREOF We the said Annie Morris and James Morris

have hereunto set our hand and seal this nineteenth day of May in the year One Thousand Nine Hundred and eighteen (1918)

and delivered in presence of John B. Payer

Annie Morris (Ss)
James Morris (Ss)

Revenue Stamp 50 Cts
Revenue Stamp 50 Cts
Cancelled Cancelled

COMMONWEALTH OF MASSACHUSETTS

Barnstable ss.

May 16, 1918

Then personally appeared the above-named Annie Morris and acknowledged the foregoing instrument to be her free act and deed; before me,

John B. Payer, Notary Public, Barnstable, ss. Received May 23, 1918

and is recorded and compared

Senie Legal Memo to Truro Planning Board

13 Sept 2022

Attachment 3

Registry Deed Book 706, Page 525

706
525

thence South 24 degrees 19 minutes east, 10.54 feet to a cement bound;

thence South 64 degrees 04 minutes West, 22.69 feet to an iron pipe and land now or formerly of Oscar J. Jacobson;

thence Northwest by said land now or formerly of Jacobson 153.8 feet more or less to an iron pipe and point of beginning

Containing 13100 square feet more or less.

For my title see deed of Oscar J. Jacobson to me dated August 7, 1945, recorded with Barnstable County Deeds, Book 631, Page 505.



NOTARIAL OFFICIAL COPY

release to said grantee all rights, title, interest, claim, demand, and other interests therein.

Witness my hand and seal this 5th day of November, 1948

Herbert A. Duniker
Notary Public

The Commonwealth of Massachusetts

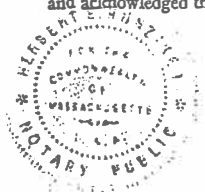
Barnstable, ss. November 5, 1948

Then personally appeared the above named Sebastian W. Davis

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

Herbert A. Duniker Notary Public - Justice of the Peace

My commission expires December 12, 1952



Barnstable, ss., Received November 5, 1948, and is recorded.

I, John A. Dyer, being married,

of Truro Barnstable County, Massachusetts
for consideration paid, grant to Sebastian W. Davis

of Truro, Barnstable County, Massachusetts with warranty covenants

the land is said Truro on the South side of Higgins Hollow, so called, bounded and described as follows:

Beginning at the Northwest corner thereof at a bound on the North side of the Proprietors Road, it being the Northeast corner bound of land formerly belonging to Elkanah Paine 3d;
thence Easterly in range of land formerly belonging to Benjamin S. Kelly to land formerly owned by Zoeth Rich;
thence Southerly in range of said Rich's land to land now or formerly belonging to Henrietta Paine;
thence Westerly in range of said Paine's land and land formerly owned by Deane Rich until it comes to the land formerly owned by Elkanah Paine 3d;

1-142.0 Revenue Stamp cancelled M.C. 11/3/48

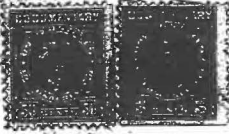
706
526

1-50 ct. Revenue Stamp Cancelled J.R.D. 5-4-48
 1-05 "

thence northerly in range of land of said Elizabeth Paine 3d to the first mentioned
 bound; excepting and reserving all public and private ways, if any, up and
 down the hollow.

Being the same premises described in deed from John H. Rich to me, dated June
 18, 1926 and recorded with Barnstable County Deeds, Book 443, Page 847;
 reference may also be had to deed from William A. Rich to John H. Rich, dated
 January 7, 1915 as recorded; Irving H. Rich to William A. Rich, dated July 1,
 1914 to be recorded; Thomas L. Morgan to Benjamin S. Kelley, dated May 26,
 1856, recorded Book 197, Pages 431 and 432; Elizabeth Paine 3d and others to
 Benjamin S. Kelley, dated February 18, 1852, recorded Book 198, Page 5;
 Solomon Davis to Benjamin S. Kelley, dated February 18, 1852, recorded Book 94,
 Page 551. This being part of the land covered by deed of Benjamin S. Kelley
 of Truro to Lucinda A. Miller of Provincetown, dated September 10, 1891 and
 recorded Book 197, Pages 444, 465, 466.

OFFICIAL OFFICIAL
COPY COPY



And I, John P. Dyer ^{Notary}
 wife of said grantor.

release to said grantee all rights of ~~any right in, to, or in respect of~~
~~dower and homestead~~ and other interests therein.

Witness our hand and seal this 4th day of May 1948.

John P. Dyer
Ruth P. Dyer

The Commonwealth of Massachusetts

Barnstable ss. May 4, 1948

Then personally appeared the above named John E. Dyer

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



Thomas A. Paul
Notary Public

My commission expires Jan 19 1947

Barnstable, ss., Received November 5, 1948, and is recorded.

I, Sebastian F. Davis

of Truro Barnstable County, Massachusetts,
 being ~~separated~~, for consideration paid, grant to The First National Bank of Provincetown, a
~~banking corporation duly existing under the laws of the United States of America~~
~~and having a principal place of business at Provincetown, Barnstable County,~~
Massachusetts,
 with marriage ~~requirements~~, to secure the payment of
Fifty-five Hundred and 00/100 (\$5,500.00) Dollars

See Discharge in Book 375 Page 226

Senie Legal Memo to Truro Planning Board

13 Sept 2022

Attachment 4

Registry Deed Book 7623, Page 185

35115

NOT AN OFFICIAL NOT AN OFFICIAL

I, SEBASTIAN W. DAVIS, of Higgins Hollow Road PO Box 42, Truro, Barnstable County, Massachusetts

in consideration of ONE and 00/100 (\$1.00) DOLLAR

grant to HIGGINS HOLLOW REALTY TRUST SEBASTIAN W. DAVIS, TRUSTEE under written Declaration of Trust dated JULY 24, 1991, with a mailing address of the trust of PO Box 42, Truro, MA 02666, recorded herewith, Barnstable County Registry of Deeds

with QUITCLAIM COVENANTS

the land in Truro, Barnstable County, Massachusetts, with the buildings thereon, on the South side of Higgins Hollow, so called, bounded and described as follows:

Beginning at the Northwest corner thereof at a bound on the North side of the Proprietors Road, it being the Northeast corner bound of land formerly belonging to Elkanah Paine 3d; thence

Easterly in range of land formerly belonging to Benjamin S. Kelly to land formerly owned by Zoeth Rich; thence

Southerly in range of said Rich's land to land now or formerly belonging to Henrietta Paine; thence

Westerly in range of said Paine's land and land formerly owned by Doane Rich until it comes to the land formerly owned by Elkanah Paine 3d; thence

Northerly in range of land of said Elkanah Paine 3d to the first mentioned bound; excepting and reserving all public and private ways, if any, up and down the Hollow.

Being the same premises described in deed from John H. Rich to John R. Dyer dated June 18, 1926 and recorded with Barnstable County Deeds, Bok 443, Page 347; reference may also be had to deed from William A. Rich to John H. Rich dated January 7, 1915 to be recorded; Irving H. Rich to William A. Rich dated July 20, 1914 to be recorded; Thomas L. Morgan to Benjamin S. Kelley dated May 26, 1856, recorded Book 197 Pages 431 and 432; Elkanah Paine 3d and others to Benjamin S. Kelley dated February 18, 1852, recorded Book 198, Page 5; Solomon Davis to Benjamin S. Kelley dated February 18, 1852, recorded Book 94, Page 551. This being part of the land covered by deed of Benjamin S. Kelley of Truro to Lucinda A. Miller of Provincetown dated September 10, 1891 and recorded Book 197, Pages 464, 465, 466.

For title of the grantor, see deed of John R. Dyer to Sebastian W. Davis dated May 4, 1948, duly recorded in Deed Book 706, Page 525, Barnstable County Registry of Deeds.

Executed as a sealed instrument this 24th day of July, 1991.

Sebastian W. Davis
 SEBASTIAN W. DAVIS


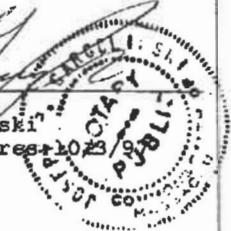
NOT
AN
OFFICIAL
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NOT
AN
OFFICIAL
COPY

COMMONWEALTH OF MASSACHUSETTS
NOT

Barnstable, ss. AN July 24, 1991
OFFICIAL OFFICIAL
Then personally appeared the above named Sebastian W. Davis
Copy Copy

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


Notary Public
Joseph P. Gargolinski
My commission expires 10/23/92


RECORDED JUL 25 91

Senie Legal Memo to Truro Planning Board

13 Sept 2022

Attachment 5

Transcript, 1894 Decision & Town Clerk's Records of the 1894
Decision (Note sender's fax number and name as "Town of Truro").

Transcript of the Town Way Decision of 1894 Creating Higgins Hollow Road from Old Bridge Road to Ballston Heights (“following nearly” the Proprietor’s Road, the then road through the Hollow)

Truro Town Road Records Volume B | pgs 16 &17 | Article 3 | March 28, 1894 (provided by Truro Town Clerk email on 9/30/2004; certified copy obtained in 2006)

Article 3 of the meeting describes the course of what is now known as Higgins Hollow Road from Old County Road or King’s Road to Ballston Heights. This article states this course begins near the dwelling of Abigail Higgins (widow of Daniel P. Higgins), This house is clearly marked at this intersection on the historic map from the Library of Congress (HABS).

In current times, the Abigail Higgins property is located at 16 Higgins Hollow Road, opposite the historic Old Bridge Rd and the newer Knight’s Way. The courses cited below are depicted in recorded Plans 665-80 (McCarthy) and 675-1 (McDermott), respectively at 35A and 35 Higgins Hollow Road.

The phrase “*following nearly the private way already existing*” refers to the existing way through the Hollow in 1894, the Proprietor’s Road. This Proprietor’s Road was never discontinued according to Town Road indexes covering 1894 to this day.

Article 3:

“On the above date the Road Commissioner of Truro did lay out a town way from the Old County Road or King’s Road so called at a point near the dwelling house of Abigail Higgins to the entrance of Ballston Heights, so called, following nearly the private way already existing. Beginning at the County Road before mentioned at a stake and running east 4° south 4 rods; thence east 3° north 28 rods; thence east 10° south 20 rods; thence east 16° north 66 rods to the end. Said road is 22 feet wide for the first 22 rods from the point of beginning and 33 feet wide for the remainder of the way.”

The Commissioners voted:

To take up Article 3

To hear the report of the Road Commissioners on the laying out of said road

To accept the report of the Road Commissioners

To accept the road as laid out by the Road Commissioners.....

Attested: *Samuel Dyer, Clerk of Commissioners, Truro, Mass March 28, 1894*

Note: Article 4 of above referenced decision minutes the vote to take up the decision to discontinue the Town Road...” leading to the house of SA Paine “near the old pound” and to “discontinue said road.” This road is unrelated to the road in Article 3.

This affirms that no affirmative decision to discontinue the Proprietor’s Road (‘private way’) in Article 3 was taken, while in the next action on the same day an affirmative vote was taken to discontinue a different Town Road.

1874

Truro Mass March 25, 1874.

On the above date the Road Commissioners of Truro did lay out a Town Road 26 feet wide beginning at the County Road at Horse Cove called following the Proprietors Road leading to the Old County Road or Kings Road as called near the dwelling house of S. B. Atwood. The northern boundary of said road as laid out by the Commissioners is described as follows:

Beginning at a stake at eastern edge of the County Road and running east 38° north 18 rods; thence east 89° north 8 rods; thence north 38° east 20 rods; thence north 27° east 10 rods; thence north 8° east 19 rods to the old County Road before mentioned.

Attest, Samuel Dyer
 Clerk of Commissioners

NEW ROADS
 JOURNAL
 R. Hyman
 Hill
 "Hyman's
 Part"
 Received file
 March 31, '94
 John P. Dyer
 Town Clerk

Voted to take up article 3 of the warrant:
 To see if the town will accept the road as laid out by the Road Commissioners from the Old County Road or Kings Road as called to Ballston Heights, as called.

Voted to hear report of Road Commissioners on the laying out of said road.

Voted to accept the report of Road Commissioners

Voted to accept the new road as laid out by the Road Commissioners leading from the old County or Kings Road in Kingswick to Ballston Heights. The report of the Road Commissioners and the new road are as follows:

Truro Mass March 25, 1874

On the above date the Road Commissioners of Truro did lay out a town way from the Old County Road or Kings Road as called at a point near the dwelling house of Abigail Higgins to the entrance of Ballston Heights, as called, following

File
 John P. Dyer
 Town Clerk
 Attest
 Samuel Dyer
 Clerk of Commissioners
 This
 is
 given
 from
 John
 Dyer
 John
 Harris
 John
 Harris
 John
 Harris

now records
Warrant

1894
Commissioners
25-foot
Road at
Proprietor's
Road or
dividing
boundary
Commission-

edge of
east 38.0
rods & rods,
thence north
east 19 rods
thence
Dyer
circum
road as
shown from
and is called

and on the
original owners
out by the
run the old
road is Ball-
Road Com-
missioners
March 25, 1894
Commission-
way from
and is
setting
entrance
setting

Rec'd Recd 31
1894
on file
John B. Dyer
Town Clerk

1894, 77

nearly the private way already existing.
The northern boundary of the way laid out
by the Commissioners is described as follows:
Beginning at the County Road before mentioned
at a stake and running east 4° South
4 rods; thence east 3° North 28 rods; thence
east 10° South 20 rods; thence east 16° North
66 rods to the end. Said road is 22 feet
wide for the first 22 rods from point of be-
ginning and 33 feet wide for the re-
mains of the way.

Attest Samuel Dyer
Clerk of Commissioners

Noted To take up article 4 of the warrant.
To see if the town will discontinue the Town
Road leading from the Old County Road
near the house of S. Adams to the County
Road near the location of the old pound.

Noted To discontinue said road

Noted To adjourn sine die.

Attest John B. Dyer
Town Clerk of Truro

April 16, 1894

Militia for 1894

Truro, July 28, 1894

The hereby certify that the following is
a true list of the persons in this town
qualified to do military duty on the
first day of May, 1894:

- | | |
|----------------------|---------------------|
| Frank S. Adams | Isaiah T. Hatch |
| John Adams | Edwin L. Snow |
| George Adams | Edwin O. Snow |
| Charles E. Bondar | Jeru Paine |
| John B. Dyer | Elizabeth Prozier |
| Horace W. Hutchinson | Charles E. Aydelott |
| George W. Taine | Jamies E. Brown |
| George W. Snow | Charles S. Brown |
| Charles W. Snow | Angus Campbell |
| John H. Blatchford | Isaac L. Freeman |