

MEETING NOTICE
TOWN OF LYNNFIELD

Town Clerk Date Stamp

Board/Committee Name: BOARD OF APPEALS
Day/Date: Tuesday, September 11, 2018
Time of Meeting: 7:30 PM

Location: AL MERRITT CENTER
600 MARKET STREET
LYNNFIELD, MA 01940

AGENDA
**CONTINUING JURISDICTION/
ADMINISTRATIVE MATTERS**

CASE #18-12 Norman Winsor and Erin Conway Winsor, 74 Crescent Ave Lynnfield 01940
To appeal a Decision made by the Building Inspector, in the form of a letter dated 4/25/2018, under Sections 10.3.2 of the Lynnfield Zoning Bylaws and M.G.L. C. 40A. Sec. 8, that states and/or alleges possible discrepancies related to a decision of the Lynnfield Board of Appeals dated August 3, 2017 (the "BOA Decision"), and in essence is a refusal and/or denial of the issuance and/or granting of an occupancy permit. It is the Petitioner's position that the alleged discrepancies referenced in the Building Inspector letter do not have any adverse impact on the BOA Decision and/or the relief granted pursuant thereto and that the BOA Decision is in good standing and that an occupancy permit should be issued and/or granted. Thus, the Petitioner is requesting that the Building Inspector's decision, as stated in his letter, be reversed in its entirety and that the Building Inspector be directed and/or ordered to issue an occupancy permit.

CONTINUED FROM 8-7-18 2018 HEARING

CASE #18-14 Mary Bliss, Andrew Gallucci, Willis O'Brien and John Sievers, 165 Lowell Street, Lynnfield 01940

To appeal a Decision made by the Building Inspector in the form of a letter addressed to Mary Bliss, Andrew Gallucci, Willis O'Brien and John Sievers dated 5/17/2018 and mailed 5/21/2018. Said Decision was in response to three written Zoning complaints supported by documentation filed by the Petitioners with the Building Inspector on or about 5/5/2018.

Said complaints alleged that Boston Clearwater Company, LLC, the owner of the premises at 165 Lowell Street, and third parties are violating the Lynnfield Zoning Bylaws, and requested

enforcement by the Building Inspector, which request was denied. The specific complaints were as follows: (1) Boston Clear Water Company, LLC is unlawfully practicing a commercial use in a residential district (Single Residence C district) at 165 Lowell Street, Lynnfield, MA 01940, as there is insufficient evidence to establish that a lawful preexisting non-conforming commercial use ever existed on said property. (2). To the extent that commercial activity was ever lawfully permitted at 165 Lowell Street, Lynnfield, MA, as a lawful preexisting non-conforming use prior to the adoption of Zoning in Lynnfield, said use was unlawfully extended without relief from the Lynnfield Zoning Board and therefore is not protected from zoning enforcement as a lawful preexisting non-conforming use.

(3). To the extent that commercial activity was ever lawfully permitted at 165 Lowell Street, Lynnfield, MA, as a lawful preexisting non-conforming use prior to the adoption of Zoning In Lynnfield, all of said uses have since been abandoned for a period of two (2) years, and therefore the use is no longer lawful and is not protected from zoning enforcement as a lawful preexisting non-conforming use, nor can the use of the property revert to commercial. The requested relief is as follows: A. Order Boston Clear Water Company, LLC to immediately and forever cease and desist from all commercial use and related activity at 165 Lowell Street, Lynnfield, MA. B. Order Boston Clear to remove all tangible commercial items and vehicles of every kind from 165 Lowell Street, Lynnfield, MA. C. Order the immediate demolition and removal of all commercial structures and debris at 165 Lowell Street, Lynnfield, MA. D. Provide any further relief and issue any and all other orders and remedies the Board may deem appropriate and necessary to forever stop, enjoin, and remedy all of Boston Clear's ongoing Zoning violations occurring at 165 Lowell Street, Lynnfield, MA.

The specific Zoning Bylaws Section which relief is desired is as follows: MGL. c. 40A Sections 7,8,14,15, Lynnfield Zoning Bylaws Section 1.0, 1.1,1.2,1.3,1.4,1.4.1,3.0,3.1.1, Appendix A Table of Use Regulations, 3.1.2,3.1.3,3.1.4,3.2,3.2.1,3.2.2,3.3,5.0,5.1,5.2,5.2.1,5.3.1,5.6,5.8,9.3,9.3.2,10.0,10.2,10.2.1,10.2.2,10.2.3,10.2.4,10.2.5, and 10.3.2

CONTINUED FROM THE 8/7/18 HEARING

CASE #18-15 Lynnfield Center Water District, 842 Salem Street, Lynnfield 01940

To apply for a Special Permit to extend a nonconforming structure under Section 11.4, 7.4 and, 5.3 and 10.6.

CONTINUED FROM THE 8/7/18 HEARING

CASE #18-16, 46 Crescent Ave, LLC 46 Crescent Avenue, Lynnfield 01940

To apply for a Variance under Section 5.4 and a Special Permit under Sections 5.5,5.7, and 9.2.4 to allow the razing and removal of the existing dwelling and the construction of a new dwelling of which portions will lie within the Wetlands Buffer Zone District.

CONTINUED FROM 8/7/18 HEARING

CASE #18-19 20 Brian Materazzo 20 Stanley Road, Lynnfield, MA 01940.

To apply for a Variance under Section 4 Dimensional and Density Regulations and Section 5.4, and Special Permits under Sections 5.3,5.5 and if necessary 5.7 and Sections 9.2,9.3.8.2,9.3.9 and 9.3.10. Petitioner proposes to add a non-conforming front porch and non-conforming garage to the existing non-conforming dwelling on a non-conforming lot which is located within the Ground Water Protections District. CONTINUED FROM 8/7/18 HEARING

CASE #18-20 Norman Winsor and Erin Conway Winsor, 74 Crescent Avenue, Lynnfield, MA 01940

To apply for a Special Permit/Finding under Section 9.2 and Section 5 (formerly Section 11.4) for a modification of a prior Special Permit/Finding granted by the Board of Appeals on August 3, 2017. Petitioners were granted a Special Permit/Findings, pursuant to a Lynnfield Board of Appeals decision dated and filed with the Lynnfield Town Clerk on August 3, 2017, under Sections 9.2 and 11.4 of the Lynnfield Zoning Bylaw in effect at that time, allowing for the razing and removal of the existing non-conforming lot at 74 Crescent Avenue, which dwelling was located in the 50 foot Wetlands Buffer Zone, and the construction of a new non-conforming dwelling on said lot, which also lies within the 50 foot Wetlands Buffer Zone (herein "Original Special Permit/Findings"), a copy of which is attached hereto. The Petitioners are requesting a New Special Permit/Findings and/or a modification of the Original Special Permit/Findings allowing the new non-conforming dwelling as constructed and as shown on a plan entitled "Lynnfield, Massachusetts As Built Plan prepared for Norman and Erin Winsor 74 Crescent Avenue Parcel ID 0035 0000 1753" prepared by Reid Land Surveyors, Lynn, Ma and dated August 14, 2018. Petitioners in submitting this application specifically reserve the right to claim that the requested relief is not required and the submittal of this application shall in no way be deemed a waiver of any rights to make said claim.

MINUTES FOR REVIEW

ADVERTISED in the Lynnfield Villager 8/22/18 and 8/29/18

1820

RECEIVED

2018 AUG 16 P 4:03

TOWN CLERKS OFFICE
LYNNFIELD, MA

Petition
TOWN OF LYNNFIELD
ZONING BOARD OF APPEALS

Name of Petitioner Norman W. Winsor and Erin Conway Winsor

Address 71 Crescent Avenue, Lynnfield, MA 01940

Address of Property which is the subject of the
Petition 74 Crescent Avenue, Lynnfield, Massachusetts 01940
Map 0035, Parcel 1753

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

A. Appeal Decision made by _____ Date _____
Bldg. Inspector, Planning Board, etc.

B. Apply for a Variance

C. Apply for a Special Permit / Finding
(see continuation sheet attached hereto)

D. Other (specify)
Apply for a modification of a prior Special Permit/Finding granted by
the Board of Appeals on August 3, 2017 (see continuation
sheet attached hereto).

2. Specify Zoning Bylaw Sections(s) from which you desire relief:
Special Permits/Findings under Section 9.2 and Section 5 (formerly Section
Relief cannot be granted at this hearing for any condition or bylaw not stated above 11.4).

3. With respect to Land under consideration:

A. Its Area 4,421 square feet, street frontage 12 feet

B. District Zone (see Bylaws) RA

C. Deed Record: Registry of Deeds Essex South
Book 28042 Page 416 (see tax bill)
Or Land Court _____
Book _____ Certificate _____
Map _____ Parcel _____

4. Ownership

A. Name, Address of Owner(s) Colleen Conway Murphy, Trustee of the 74 Crescent Avenue Realty Trust; Beech Avenue, Melrose, MA 02176

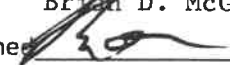
B. If applicant is not owner, check the interest in the premises, and attach evidence of such interest.

Prospective Buyer: Norman W. Winsor and Erin Conway Winsor

Lessee: _____

Other (explain) _____

5. The undersigned petitioner affirms the foregoing statements are true statements of fact: Norman W Winsor and Erin Conway Winsor by their Attorney Brian D. McGrail

Signed  Street and Number 599 North Ave., Suite 7
Town/City Wakefield State MA Phone No. 781-246-9999
Assessors Clerk _____ Date _____

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

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

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

Petitioner not to write below



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

Section 1 Continuation Sheet

Petitioners were granted a Special Permit/Findings, pursuant to a Lynnfield Board of Appeals decision dated and filed with the Lynnfield Town Clerk on August 3, 2017, under Sections 9.2 and 11.4 of the Lynnfield Zoning Bylaw in affect at that time, allowing for the razing and removal of the existing non-conforming dwelling on the existing non-conforming lot at 74 Crescent Avenue, which dwelling was located in the 50 foot Wetlands Buffer Zone, and the construction of a new non-conforming dwelling on said lot, which also lies within the 50 foot Wetlands Buffer Zone (herein the "Original Special Permit/Findings"), a copy of which is attached hereto. The Petitioners are requesting a new Special Permit/Findings and/or a modification of the Original Special Permit/Findings allowing the new non-conforming dwelling as constructed and as shown on a plan entitled "Lynnfield, Massachusetts As Built Plan Prepared For Norman & Erin Winsor 74 Crescent Avenue Parcel ID 0035 0000 1753" prepared by Reid Land Surveyors, Lynn, Massachusetts and dated August 14, 2018. Petitioners in submitting this application specifically reserve the right to claim that the requested relief is not required and the submittal of this application shall in no way be deemed a waiver of any rights to make said claim.

4

SO. ESSEX #137 Bk:36127 Pg:38
09/25/2017 09:58 PERMIT Pg 1/4

BOARD OF APPEALS DECISION

RECEIVED

**TOWN OF LYNNFIELD
BOARD OF APPEALS**

2017 AUG -3 A 10 27

TOWN CLERKS OFFICE
LYNNFIELD, MA

**PETITION OF
NORMAN W. WINSOR
AND ERIN CONWAY WINSOR**

CASE NO. 17-11

A Public Hearing was held on Tuesday, July 11, 2017 at 7:30 p.m. in the Selectmen's Room at the Lynnfield Town Hall to consider the Petition of Norman W. Winsor and Erin Conway Winsor of 71 Crescent Avenue, Lynnfield, Massachusetts 01940 requesting Special Permit/Findings under Section 9.2. and Section 11.4 of the Lynnfield Zoning Bylaw to permit the razing and removal of the existing non-conforming dwelling on the existing non-conforming lot at 74 Crescent Avenue, which dwelling is located within the 50 foot Wetlands Buffer Zone, and the construction of a new non-conforming dwelling on said lot which will also lie within the 50 foot Wetlands Buffer Zone. The premises affected is located at 74 Crescent Avenue, Lynnfield, Massachusetts 01940 and shown on Assessor's Map 35, as Lot 1753.

Notice of said Hearing was published in the Lynnfield Villager on June 21 and June 28, 2017, the first publication being not less than 14 days before the hearing date, and by posting such notice in a conspicuous place in the Lynnfield Town Hall for a period of not less than 14 days before the date of such hearing. In addition, the Board caused notice to be sent by mail, postage prepaid, to all parties in interest as defined in the Mass. General Laws Chapter 40A, Section 11, as they appear on the most recent applicable tax list of the Town of Lynnfield, to the Planning Board of the Town of Lynnfield, and the Planning Board of every abutting City and Town.

The Petitioner was represented by Attorney Jay Kimball of Lynnfield, Massachusetts, who presented two plans, the first being entitled "Lynnfield, Massachusetts existing conditions plan prepared for Norman & Erin Winsor, 74 Crescent Avenue, Parcel ID 0035 0000 1753 dated April 6, 2017" by Reid Land Surveyors, 365 Chatham Street, Lynn, Massachusetts (hereinafter "Existing Conditions Plan"), and a second plan being entitled "Lynnfield, Massachusetts Proposed new dwelling plan prepared for Norman & Erin Winsor 74 Crescent Avenue Parcel ID 0035 0000 1753" dated April 6, 2017 by Reid Land Surveyors, 365 Chatham Street, Lynn, Massachusetts (hereafter "Plan").

The Plan shows the lot of 5,750 S.F. and 12 feet of frontage, which is located in an RA zone, requiring 15,000 S.F. of land area and 110 feet of frontage, thus making the lot, and therefore, the dwelling, both non-conforming and eligible for the relief offered by Section 11.4 of the Bylaw. In

addition, the existing dwelling is well into the 50 foot Wetlands Buffer Zone, regulated by Section 9.2 of the Bylaw, as will be the new dwelling, thus requiring relief under that Section too.

The test under Section 11.4 is whether the proposal will be more detrimental or injurious to persons, property or improvements in the vicinity. Section 9.2 permits existing dwellings to be enlarged or extended if the proposal satisfies the test set forth in Section 11.4. The Board has considered replacement of a dwelling within the definition of enlarged or extended in cases such as this where the existing structure is very old, in poor condition and not suitable for repairs.

The Board reviewed both plans, noting the lot is surrounded on three sides by either Crescent Avenue or rights of way, and on the fourth side, by Pillings Pond. The existing conditions plan shows the existing one story home which encroaches over the Northern lot line, which encroachment will be eliminated by the new dwelling being slightly relocated entirely within the lot. The new dwelling will also include a garage. The new home will have two bedrooms and be two stories in height, and has an approved new septic system design.

The Board noted receipt of a letter from the Planning Board stating it had no objection to the proposal. In addition, several of the immediate abutters attended the meeting, and all of them expressed strong support and approval for the proposal.

After some additional discussion, the Board made the following findings:

1. A dwelling in the RA Residential Zone of the Town of Lynnfield and in the Wetlands Buffer Zone as defined in Section 9.2 of the Zoning By-Law is a permitted use.
2. The proposal replacing the existing old dwelling satisfies the requirements of both Section 11.4 and Section 9.2 in that the proposal will not be more detrimental or injurious to persons, property or improvements in the vicinity as it will be an improvement to the neighborhood and as evidenced by testimony of the neighbors.

Based on the foregoing, the Board unanimously voted to grant Special Permit/Findings under both Sections 9.2 and 11.4 of the Lynnfield Zoning By-law to allow the razing and removal of the existing non-conforming dwelling and the construction of a new dwelling described herein on the non-conforming lot within the Wetlands Buffer Zone as shown on the Plan submitted with the Petition and referenced above, subject to the requirement that the Petitioner obtain all necessary permits and approvals from both the Lynnfield Conservation Commission and the Board of Health to permit the proposal.

LYNNFIELD BOARD OF APPEALS

Dated: _____

8/3/17

By: _____

JOHN FALLON, Acting Chairman

"No Title Search Conducted"

2008091600231 Bk:28042 Pg:416
09/16/2008 12:16 DEED Pg 1/2

Patricia C. Conway
of 74 Crescent Avenue Lynnfield Essex County, Massachusetts,
being unmarried, for consideration paid \$1.00
grant to Colleen Conway Murphy, Trustee of the 74 Crescent Avenue Realty Trust dated
July 9, 2008 and duly recorded with the Essex South Registry of Deeds herewith
of 74 Crescent Avenue Lynnfield Massachusetts with QUITCLAIM CONVENANTS

The land with all buildings thereon at 74 Crescent Avenue, Lynnfield, Essex County,
Massachusetts, and being shown on a "Plan of Lots situated in Lynnfield, Mass.,
Surveyed for Henry E. and Gladys M. Barney", dated May 1929, by Davis and Abbott,
Civil Engineers, recorded with Essex South District Registry of Deeds in Book 2809
Page 96, bounded and described as follows:

NORTHWESTERLY by Crescent Avenue, as shown on said plan, twelve and
00/100 (12.00) square feet;

NORTHEASTERLY by a right of way forty and 00/100 (40.00) feet wide as
shown on said plan, one hundred forty-three and 50/100
(143.50) feet;

SOUTHEASTERLY by a right Pillings Pond twenty-three and 40/100 (23.40)
feet;

SOUTHWESTERLY by a right of way by two courses as shown on said plan,
sixty-five and 83/100 (65.83) feet and sixty-six and
16/100 (66.16) feet.

Containing 4421 square feet of land, according to said plan.

Also all interest we may have in a right way adjacent to said land shown on the above
reference plan.

For Grantor's Title see deed dated May 17, 2005 and duly recorded with the Essex South
Registry of Deeds in Book 24344 Page 286.

WITNESS My hand and seal this 9th, day of July 2008

Patricia C. Conway
Patricia C. Conway

JON L. KENNEDY, ESQ.
792 Broadway
Everett, MA 02149
(817) 387-7777

Locus: 74 Crescent Avenue, Lynnfield Massachusetts

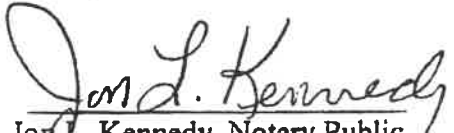
125

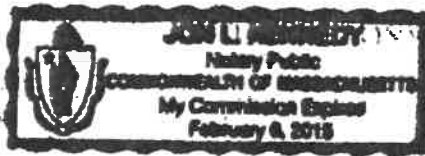
THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 9, 2008

Then personally appeared the above named Patricia C. Conway, proved to me through satisfactory evidence of identity which was Massachusetts Drivers License and acknowledged to me that she signed it voluntarily and for its stated purpose .


Jon L. Kennedy, Notary Public
My Commission Expires:
February 6, 2015



Personally appeared the above named

Patricia C. Conway

and she acknowledged to me that she signed it voluntarily and for its stated purpose.

STANDARD FORM PURCHASE & SALE AGREEMENT

From the Office of: n/a

1. PARTIES
AND MAILING
ADDRESSES
(fill in)

This 13th day of February, 2018
The 74 Crescent Realty Trust

hereinafter called the SELLER, agrees to SELL and
Erin Winsor, Norman Winsor

2. DESCRIPTION
*(fill in and include
title reference)*

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set
forth, the following described premises:
74 Crescent Ave, Lynnfield, MA 01940-1902

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

Included in the sale as a part of said premises are the buildings, structures, and improvements
now thereon, and the fixtures belonging to the SELLER and used in connection therewith
including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers,
venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings,
shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures
appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers,
electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees,
shrubs, plants and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators,
dishwashers, washing machines and dryers; and

none
but excluding
none

4. TITLE DEED
(fill in)

**Include here by specific
reference any restrictions,
easements, rights and
obligations in party walls not
included in (b), leases,
municipal and other liens, other
encumbrances, and make
provision to protect SELLER
against BUYER's breach of
SELLER's covenants in leases,
where necessary.*

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

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

5. PLANS

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

6. PURCHASE PRICE
*(fill in) space is allowed to spell
out the amounts if desired*

The agreed purchase price for said premises is \$

\$ _____ have been paid as a deposit this day and

dollars, of which

\$ _____ are to be paid at the time of delivery of the deed in cash, or by certified,
cashier's check(s).

\$ _____ TOTAL



7. REGISTERED TITLE

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

8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in)

Such deed is to be delivered at 5 o'clock (am X pm) on the 22nd day of March, 2018, at the

Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION and CONDITION of PREMISES (attach a list of exceptions, if any)

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

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired).

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease, and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

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

12. BUYER's ELECTION TO ACCEPT TITLE

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

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

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

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

15. INSURANCE

**Insert amount (list additional types of insurance and amounts as agreed)*

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
a. Fire & Extended Coverage	*\$
b.	*\$
c.	*\$

as currently insured

16. ADJUSTMENTS

(list operating expenses, if any, or attach schedule)

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise herein agreed.

18. BROKER'S FEE

(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))

A Broker's fee for professional services of _____ n/a is due from the SELLER to _____

the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.

19. BROKER(S) WARRANTY
(fill in name)

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

20. DEPOSIT
(fill in name)

All deposits made hereunder shall be held in escrow by 74 crescent realty trust as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER.
n/a

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing. n/a

22. RELEASE BY HUSBAND OR WIFE

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

23. BROKER AS PARTY

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

24. LIABILITY OF TRUSTEE, SHAREHOLDER BENEFICIARY, etc.

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

25. WARRANTIES AND REPRESENTATIONS
(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this agreement. If any warranties or representations were relied upon, they are set forth here or incorporated elsewhere in this agreement:

26. CONTINGENCY CLAUSE
(omit if not provided for in Offer
to Purchase)

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

27. CONSTRUCTION
OF AGREEMENT

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

28. LEAD PAINT LAW
N/A New Home

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

29. SMOKE/CO DETECTORS
N/A New Home

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law. In the event the premises are exempted from the statute governing installation of co detectors, the SELLER shall provide satisfactory evidence of such exemption.

30. ADDITIONAL PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER: Colleen Conroy Murphy
Print Name: Colleen Conroy Murphy

BUYER: [Signature]
Print Name: NORMAN W. WINSOR

SELLER (or Spouse): _____
Print Name: _____

BUYER: [Signature]
Print Name: ERIN C. WINSOR

BROKER(S) (NONE)