

RECEIVED

2019 MAR -8 A 10: 04

Petition
TOWN OF LYNNFIELD
ZONING BOARD OF APPEALS

TOWN CLERKS OFFICE
LYNNFIELD, MA

Name of Petitioner 914 SALEM STREET, LLC

Address 17 WING ROAD, LYNNFIELD, MA 01940

Address of Property which is the subject of the
Petition 6 WITHAM STREET

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

- | | | |
|-------------------------------------|---|-------|
| | | Date |
| <input type="checkbox"/> | A. Appeal Decision made by _____
Bldg. Inspector, Planning Board, etc. | _____ |
| <input checked="" type="checkbox"/> | B. Apply for a Variance
<u>RELIEEFFROM LOT FRONTAGE REQUIREMENT</u> | _____ |
| <input type="checkbox"/> | C. Apply for a Special Permit | _____ |
| <input type="checkbox"/> | D. Other (specify) | _____ |

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

4.1.2 TABLE OF DIMENSIONAL AND DENSITY REGULATIONS-LOT FRONTAGE
Relief cannot be granted at this hearing for any condition or bylaw not stated above

3. With respect to Land under consideration:

A. Its Area 3,388 square feet, street frontage 105.52 feet

B. District Zone (see Bylaws) SINGLE RESIDENCE RA

C. Deed Record: Registry of Deeds ESSEX,

Book 35912 Page 101 (see tax bill)

Or Land Court _____,

Book _____ Certificate _____

Map 53 Parcel 829

4. Ownership

A. Name, Address of Owner(s)

WESTERN AVE 1069 REALTY, LLC 20 RAILROAD STREET, REVERE, MA 02151

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

Prospective Buyer: 914 SALEM STREET, LLC

Lessee: _____

Other (explain) _____

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

Signed *Deb C...* Street and Number 17 WING ROAD
Town/City LYNNFIELD State MA Phone No. 781-589-0670
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 _____

QUITCLAIM DEED

Joseph L. Pedoto, Trustee of The Little Joe Realty Trust under Declaration of Trust dated January 12, 2005 and recorded with the Essex County Southern District Registry of Deeds in Book 23856, Page 406 (the "Grantor") with a principal place of business at 914 Salem Street, Lynnfield, Massachusetts 01940

for consideration paid of Two Thousand (\$2,000.00) plus the assumption of (i) all municipal assessments and betterment charges currently outstanding on the properties; and (ii) subject to the indebtedness of the Seller to Joseph Ricupero and Michael Merullo and the liens of Global Companies, LLC, as described on Exhibit A;

grants to Western Ave 1069 Realty LLC (the "Grantee"), a Massachusetts limited liability company, with an address of c/o EZ Disposal Service, Inc., 20 Railroad Street, Revere, Massachusetts 02151

with quitclaim covenants

the following land known and numbered as 28 Fairview Avenue and 6 Witham Street, both of Lynnfield, Essex County, Massachusetts as further described on Exhibit A.

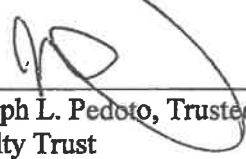
[This Page Ends Here – Signature Page Follows]

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 06/01/2017 01:17 PM
ID: 1185522 Doc# 20170601004200
Fee: \$9.12
Cons: \$2,000.00

Locus: 28 Fairview Avenue and 6 Witham Street, both of Lynnfield, Essex County, Massachusetts

MARCH 28

Executed as a seal instrument as of February 28, 2017.

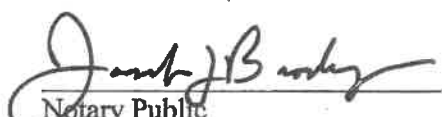


Joseph L. Pedoto, Trustee of the Little Joe Realty Trust

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 28th day of March, 2017, before me, the undersigned notary public, personally appeared Joseph L. Pedoto, Trustee of the Little Joe Realty Trust proved to me through satisfactory evidence of identification, which was a State driver's license or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as his free act and deed and voluntarily for its stated purpose.



Notary Public
My commission expires: 12/22/17



EXHIBIT "A"

Parcel One - 6 Witham Street, Lynnfield

The land in Lynnfield, bounded and described as follows:

- NORTHWESTERLY:** by Witham Street, as shown on plan hereinafter referred to, one hundred five and 52/100 (105.52) feet;
- NORTHEASTERLY:** by Lot 11, as shown on said plan, thirty-seven and 82/100 (37.82) feet;
- SOUTHEASTERLY:** by land now or formerly of Burrill, as shown on said plan, one hundred six and 11/100 (106.11) feet; and
- SOUTHWESTERLY:** by Lot 12B, as shown on said plan, twenty-six and 56/100 (26.56) feet.

Being shown as Lot 12C on a plan entitled, "Land of Edward Safrine, Lynnfield, Mass.", dated November 1, 1952, drawn by Edward S. Averell, Surveyor, recorded with Essex South District Registry of Deeds on January 14, 1953.

Containing, according to said plan, 3,400 square feet.

Together with the right to use in common with others entitled thereto, Witham Street as shown on said plan and on plan entitled, "Lynnfield, Mass. Final Plan Witham Street", Edward S. Averell, dated January 29, 1952 and recorded with said Registry on February 5, 1952, for all purposes for which a public street is ordinarily used.

Parcel Two - 28 Fairview Street, Lynnfield

The land in Lynnfield, Essex County, Massachusetts, shown as Lot B on a plan entitled, "Plan of Land in Lynnfield, Mass.", Dated July 16, 1974, Hayes Engineering, Inc., recorded in Book 6057, Page 210 as Plan No. 353 of 1974

Containing 6, 500 square feet, according to said plan.

For Grantor's title to Parcels One and Two, see deed of Deed from Phillips L. Burrill, Perley G. Burrill and Robert E. Burrill, Heirs of the Estate of Perley P. Burrill, dated January 12, 2005 and recorded with said Registry of Deeds in Book 23856, Page 415.

The properties are subject to (i) a Mortgage, Security Agreement and Financing Statement from Joseph L. Pedoto, Trustee of The Little Joe Realty Trust in favor of Global Companies, LLC, dated December 19, 2005 recorded with said Registry of Deeds in Book 25217, Page 238, and (ii) a Mortgage from Joseph L. Pedoto, Trustee of The Little Joe Realty Trust in favor of Joseph Ricupero and Michael Merullo, dated April 2, 2012 in the original principal amount of \$108,000.00 recorded with said Registry of Deeds in Book 31227, Page 467.

CONTRACT TO PURCHASE REAL ESTATE #501



(With Contingencies)
(Blinding Contract. If Legal Advice Is Desired, Consult An Attorney.)

From: BUYER(S):

Name(s): 914 SALEM ST LLC
Address: 17 WIND ROAD
LYNNFIELD, MA 01940

To: OWNER OF RECORD ("SELLER"):

Name(s): WESTERN AVE 1069 REALTY, LLC
Address: 20 RAILROAD ST.
REVERE, MA 02151

The BUYER offers to purchase the real property described as 9 WILHAM ST, LYNNFIELD, MA 01940 together with all buildings and improvements thereon (the "Premises") to which I have been introduced by upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$ 45,000 to the SELLER for the purchase of the Premises (the "Offer"), due as follows:
i. \$ 500.00 as a deposit to bind this Offer;
ii. \$ 1780.00 as an additional deposit upon executing the Purchase And Sale Agreement;
iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until 5 a.m./p.m. on MARCH 9, 2019 by BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. Time is of the essence as to each provision.

3. Purchase And Sale Agreement. The SELLER and the BUYER shall, on or before 5 a.m./p.m. on MARCH 22, 2019 execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 12:00 a.m./p.m. on 1. *SEE ATTACHED at the ESSEX County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by Sellers Attorney as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

a. Mortgage (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ at prevailing rates, terms and conditions by. The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that such notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted one application by and acted reasonably promptly in providing additional information requested by the mortgage lender.



b. Inspections. (Delete if Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost within _____ days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

7. Representations/Acknowledgments. All documents related to this transaction may be delivered electronically, including by encrypted or unencrypted email or facsimile, and shall have the same effect as delivery of an original. The BUYER acknowledges receipt of a Licensee-Consumer Relationship Disclosure, lead paint disclosure (for residences built before 1978) and Home Inspector Facts For Consumers brochure (prepared by the Department of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, write "NONE"):

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms. *YJEE ATTACHED*

BUYER _____ Date _____ BUYER _____ Date _____

SELLER(S): (check one and sign below) SELLER'S REPLY
____ (a) ACCEPT(S) the Offer as set forth above at _____ a.m./p.m. on this _____ day of _____
____ (b) REJECT(S) the Offer.
____ (c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms: _____

This Counteroffer shall expire at _____ a.m./p.m. on _____ if not withdrawn earlier.
[Signature] Date *3-9-19* *[Signature]* Date *3-9-19*
SELLER, or spouse SELLER



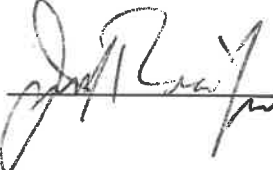

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY
The BUYER: (check one and sign below):
____ (a) ACCEPT(S) the Counteroffer as set forth above at _____ a.m./p.m. on this _____ day of _____
____ (b) REJECT(S) the Counteroffer.
[Signature] Date *3-8-19*
BUYER BUYER

RECEIPT FOR DEPOSIT
I hereby acknowledge receipt of a deposit in the amount of \$ _____ from the BUYER this _____ day of _____

Escrow Agent or Authorized Representative

**CONTRACT TO PURCHASE
4 WITHAM STREET, LYNNFIELD, MASSACHUSETTS**

1. Buyer's performance is contingent upon buyer obtaining a frontage variance from the Lynnfield Zoning Board of Appeals;
2. Buyer's performance is contingent upon the buyer obtaining Approval of Definitive Plan from the Lynnfield Planning Board;
3. Buyer's performance is contingent upon the recording of the variance decision and Definitive Plan Approval with the Essex County Registry of Deeds on or prior the closing date;
4. Closing date will be 20 business days after the expiration of all appeal periods related to obtaining the frontage variance and Definitive Plan Approval.

 _____ Buyer	<u>3-8-19</u> Date	 _____ Buyer	<u>3-8-19</u> Date
 _____ Seller	<u>3/11/19</u> Date	 _____ Seller	<u>3-12-19</u> Date