

Petition
TOWN OF LYNNFIELD
ZONING BOARD OF APPEALS

Name of Petitioner TIMOTHY J. DOYLE ON BEHALF OF PIERCE M. ALIBERTI & CASSIE ALIBERTI

Address 225B FALLON ROAD, APT. 241, STONEHAM, MA 02180

Address of Property which is the subject of the
Petition LOT 1 OF VALLIS WAY, ON PLAN DATED DECEMBER 15, 2022 RECORDED AT
BOOK 41377, PAGE 186, PLAN NO. 313

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

- Date
- A. Appeal Decision made by _____
Bldg. Inspector, Planning Board, etc.
- B. Apply for a Variance

- C. Apply for a Special Permit
TO PERMIT THE DEVELOPMENT AND CONSTRUCTION OF A SINGLE FAMILY RESIDENTIAL
STRUCTURE WITH AN IMPERVIOUS AREA OF MORE THAN 15% OF THE LOT AREA
- D. Other (specify)

2. Specify Zoning Bylaw Sections(s) from which you desire relief:
9.3 GROUND WATER PROTECTION DISTRICT; 9.3.8 USES ACTIVITIES REQUIRING
Relief cannot be granted at this hearing for any condition or bylaw not stated above A SPECIAL PERMI'

3. With respect to Land under consideration:

A. Its Area 45,886 square feet, street frontage 181 feet

B. District Zone (see Bylaws) SINGLE RESIDENCE C

C. Deed Record: Registry of Deeds ESSEX,

Book 41381 Page 163 (see tax bill)

Or Land Court _____

Book _____ Certificate 636

Map 17 Parcel 0933

4. Ownership

RECEIVED

2023 MAY -11 P:19
TOWN CLERK'S OFFICE
LYNNFIELD, MA

A. Name, Address of Owner(s)

VALLIS WAY LYNNFIELD, LLC, 22 HERITAGE LANE, LYNNFIELD, MA 01940

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

Prospective Buyer: PIERCE M. ALIBERTI AND CASSIE ALIBERTI

Lessee: _____

Other (explain) _____

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

Signed [Signature] Street and Number 26 MAIN STREET, LYNNFIELD, MA 019
Town/City LYNNFIELD State MA Phone No. 781-245-1127
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 _____

2 NE
R9

SO. ESSEX #421 Bk:41381 Pg:163
12/30/2022 03:43 DEED Pg 1/2

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 12/30/2022 03:43 PM
ID: 1560772 Doc# 20221230004210
Fee: \$10,488.00
Cons: \$2,300,000.00

QUITCLAIM DEED

I, **LINDA C. VALLIS**, a single woman, of Lynnfield, Essex County, Massachusetts, individually and as Executrix under the Will of Charles P. Vallis (Essex Probate and Family Court No. 92P0688-E1) pursuant to a power of sale contained in said Will

for consideration paid in the amount of **Two Million Three Hundred Thousand and 00/100 (\$2,300,000.00) Dollars**

grant to **VALLIS WAY LYNNFIELD, LLC** a Massachusetts Limited Liability Company with a principal address of 22 Heritage Lane, Lynnfield, Massachusetts,

with QUITCLAIM COVENANTS

Four (4) certain parcels of land being a portion of the real estate known as and numbered 109 Lowell Street, Lynnfield, Massachusetts, and being shown as Lot 1 containing 45,886 square feet of land, Lot 2 containing 66,390 square feet of land, Lot 3 containing 61,099 square feet of land, and Lot 4 containing 40,710 square feet of land, and the fee in the full length and width of the roadway and turnaround at the terminus thereof designated "Vallis Way," all of said Lots, roadway, and turnaround being more particularly described and shown on a plan entitled "Definitive Plan Vallis Way, Lynnfield, Mass. Assessors Map 17, Lot 921", originally dated April 12, 2021, revised July 26, 2021, November 4, 2021, November 30, 2021, May 5, 2022, October 17, 2022, and November 15, 2022 prepared by Hayes Engineering, Inc. 603 Salem Street, Wakefield, MA 01880, said Plan being recorded with Essex South District Registry of Deeds on December 29, 2022 as Plan No. 313, in Book 41377, Page 186.

Said Lots are conveyed together with the benefit of and subject to all easements, rights and appurtenances of record.

Specifically excluding from this conveyance Lot 5 and Lot 6 as shown on said Plan.

The Grantor hereby expressly reserves, to herself and her successors, assigns and grantees, the right, appurtenant to Lots 5 and 6, to pass and repass over the roadway

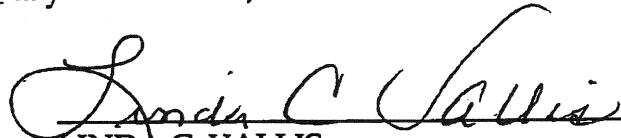
Property: Lots 1, 2, 3 and 4, Vallis Way, Lynnfield, MA

and turnaround at the terminus thereof, and the right to use the same for all purposes for which public ways may be used in the Town of Lynnfield.

The Grantor hereby extinguishes and releases all rights of Homestead pursuant to M.G.L. Ch. 188 and certifies under the penalties of perjury that there is no spouse, former spouse, partner in a civil union, or former partner in a civil union or any other person who might be able to claim a homestead in the property being sold, except as stated herein.

Meaning and intending to convey and hereby conveying a portion of the premises conveyed to Charles P. Vallis by deed of Charles P. Vallis and Linda C. Vallis, dated November 18, 1991, recorded with Essex South District registry of Deeds in Book 11023, Page 291. For title, see also the Estate of Charles P. Vallis (Essex Probate and Family Court No. 92P0688-E1).


Witness my hand and seal this 29th day of December, 2022.


LINDA C. VALLIS

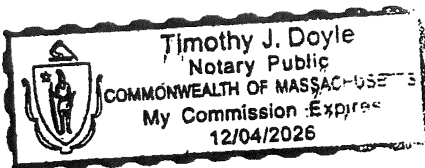
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 29th day of December, 2022, before me, the undersigned notary public, personally appeared LINDA C. VALLIS, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose and swore and affirmed to me that all statements made herein are true, accurate and complete.


Notary Public TIMOTHY J DOYLE

My Commission Expires: 12/4/26



**LAND
PURCHASE AND SALE AGREEMENT**

This 29th day of March, 2023.

1. PARTIES AND MAILING ADDRESSES

Vallis Way Lynnfield, LLC, a Massachusetts Limited Liability Company, with an address of 22 Heritage Lane, Lynnfield, Massachusetts 01940

hereinafter called the SELLER, agrees to SELL and

Pierce M. Aliberti and Cassie Aliberti, or Nominee, with an address of 225 B Fallon Road, Stoneham, Massachusetts 02180

hereinafter called the BUYER or PURCHASER, agrees to Buy, upon the terms hereinafter set forth, the following described premises. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five (5) business days prior to the date for performance set forth in this Agreement. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. DESCRIPTION

The undeveloped land, together with the improvements thereon, known as and numbered as **Lot 1 of Vallis Way, Lynnfield, Massachusetts, containing, plus or minus, 45,866 square feet (1.05 acres), per plan of "Vallis Way" by Hayes Engineering, Inc., with an address of 603 Salem Street, Wakefield, Massachusetts 01880, dated December 15, 2022 ("Plan")**, Essex County, Massachusetts (the "Land"). More specifically described in a deed for Lots 1, 2, 3, and 4, recorded in the Essex South Registry of Deeds at Book 41381, Page 163. Said Plan recorded with Essex South District Registry of Deeds on December 29, 2022, as Plan No. 313, in Book 41377, Page 186. Said Lot 1 is conveyed together with the benefit of and subject to all easements, rights, and appurtenances of record.

3. TITLE DEED

Said Land is to be conveyed by good and sufficient quitclaim deed running to the BUYER, or to BUYER'S nominee, and said deed shall convey a good and clear record and marketable title to the Land, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;

- 32. **STANDARDS:** The parties agree that all matters concerning this Agreement shall be governed by the practices and standards of the Real Estate Bar Association (REBA) formerly the Massachusetts Conveyancers Association.
- 33. **COMPLIANCE WITH LAW:** SELLER represents, to the best of its knowledge, that as of the date of this Agreement, and as of the Closing Date, SELLER has received no notice from any municipal, county, state, or federal agency asserting or alleging that the Land is or may be in violation of the provisions of any municipal, county, state, or federal codes, ordinances, statutes, or regulations relating to, including without limitation, zoning, building, environment, hazardous waste, or health matters.
- 34. **NO LITIGATION PENDING:** SELLER represents and warrants to BUYER that, to the best of SELLER'S knowledge, there are no lawsuits currently pending or threatened against the Land or the SELLER that would affect the ownership, development, use, or enjoyment of the Land.
- 35. **EXTENSIONS/AMENDMENTS:** The Parties hereby grant limited Powers of Attorney to their respective counsel for the purposes of executing amendments and extensions to this Agreement. Signatures obtained by facsimile or other electronic means shall be sufficient to bind the Parties to same.

SELLER: Vallis Way Lynnfield, LLC

BUYERS: Pierce M. Aliberti

Authentisign
Paul T. Caggiano, manager 03/29/23

Pierce Aliberti

Paul T. CAGGIANO, Manager

Authentisign
David McKeough 03/29/23

Cassie Aliberti

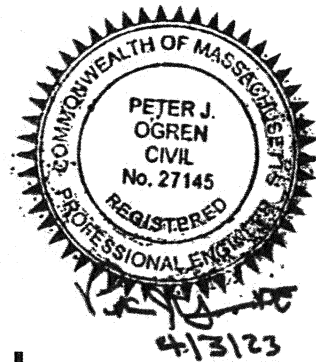
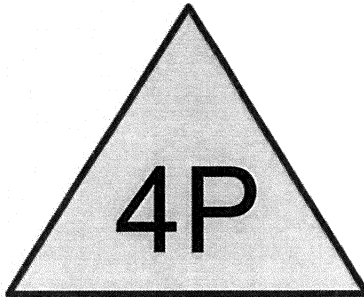
David McKeough, Manager

Cassie Aliberti

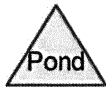
BUYER RIDER
 TO PURCHASE AND SALE AGREEMENT
 VALLIS WAY LYNNFIELD, LLC, SELLERS AND



Lot 1



Infiltration Chamber



PR-VallisNOAA-R(ADDITIONAL FLOW TO CHAMBER LOT1)

Prepared by Hayes Engineers, Inc

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Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	100 Year	Type III 24-hr		Default	24.00	1	8.24	2

PR-VallisNOAA-R(ADDITIONAL FLOW TO CHAMBER LOT1)

Prepared by Hayes Engineers, Inc

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Soil Listing (selected nodes)

Area (sq-ft)	Soil Group	Subcatchment Numbers
5,521	HSG A	PH1
0	HSG B	
0	HSG C	
0	HSG D	
0	Other	
5,521		TOTAL AREA

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment PH1: Lot 1 Runoff Area=5,521 sf 100.00% Impervious Runoff Depth=8.00"
Tc=6.0 min CN=98 Runoff=1.00 cfs 3,681 cf

Pond 4P: Infiltration Chamber Peak Elev=3.57' Storage=1,274 cf Inflow=1.00 cfs 3,681 cf
Outflow=0.09 cfs 3,681 cf

Total Runoff Area = 5,521 sf Runoff Volume = 3,681 cf Average Runoff Depth = 8.00"
0.00% Pervious = 0 sf 100.00% Impervious = 5,521 sf

Summary for Pond 4P: Infiltration Chamber

[87] Warning: Oscillations may require smaller dt or Finer Routing (severity=43)

Inflow Area = 5,521 sf, 100.00% Impervious, Inflow Depth = 8.00" for 100 Year event
 Inflow = 1.00 cfs @ 12.09 hrs, Volume= 3,681 cf
 Outflow = 0.09 cfs @ 11.45 hrs, Volume= 3,681 cf, Atten= 91%, Lag= 0.0 min
 Discarded = 0.09 cfs @ 11.45 hrs, Volume= 3,681 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Peak Elev= 3.57' @ 13.00 hrs Surf.Area= 536 sf Storage= 1,274 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)
 Center-of-Mass det. time= 101.0 min (841.8 - 740.8)

Volume	Invert	Avail.Storage	Storage Description
#1A	0.00'	803 cf	15.58'W x 34.38'L x 5.50'H Field A 2,947 cf Overall - 939 cf Embedded = 2,007 cf x 40.0% Voids
#2A	0.75'	939 cf	ADS_StormTech MC-3500 d +Cap x 8 Inside #1 Effective Size= 70.4"W x 45.0"H => 15.33 sf x 7.17'L = 110.0 cf Overall Size= 77.0"W x 45.0"H x 7.50'L with 0.33' Overlap 8 Chambers in 2 Rows Cap Storage= 14.9 cf x 2 x 2 rows = 59.6 cf
		1,742 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	0.00'	6.930 in/hr Exfiltration over Surface area

Discarded OutFlow Max=0.09 cfs @ 11.45 hrs HW=0.06' (Free Discharge)
 ↑1=Exfiltration (Exfiltration Controls 0.09 cfs)

Pond 4P: Infiltration Chamber

