

**TOWN OF LITTLETON
BOARD OF APPEALS**

37 Shattuck Street
P.O. Box 1305
Littleton, MA 01480
Tel: 978-540-2420



APPLICATION FOR PUBLIC HEARING

Pursuant to MGL Chapter 40A, 40B and 41 and the Littleton Zoning Bylaws

TOWN USE ONLY

Received by the Town Clerk Office

received

7/27/15 1130AM

The filing is not official until stamped by the Town Clerk

Filing Fee paid: \$ 425⁰⁰ Check # 5011

Pursuant to the provisions of Chapter 40, §57 of the Massachusetts General Laws as adopted by Town Meeting 2003, this document must be signed by the Tax Collector verifying payment of taxes.

Debbie Richards
Signature of Tax Collector

The undersigned hereby submits this petition for the following action (check all that apply):

- ☐ Appeal of Decision of Building Inspector or other administrative official (see page 2)
- ☒ Special Permit (40A) (see page 2)
- ☐ Variance (see page 3)
- ☐ Comprehensive Permit (40B) Complete additional application (see page 2)

PETITIONER: Signature Carl Strathmeyer Date: 7/20/15

Carl Strathmeyer

Print Name 39 Valley Road Box 521

Address Lunenburg, MA 01462

Town, State, Zip

Phone # 617-771-2688
Email Address cstrathmeyer@comcast.net

Deed Reference: Bk 30137 Page 166

PROPERTY OWNER: include authorization of Owner for Petitioner to represent Owner, if unsigned

Signature _____ Date _____

Patricia W. Webber

Print Name (if different from petitioner)

80 King Street, Littleton MA

Address (if different from petitioner)

ASSESSOR MAP & PARCEL NUMBER U4290

ZONING DISTRICT: (R) VC (B) IA IB (Circle all that apply)

Check box if applicable ☒ AQUIFER DISTRICT

☒ WATER RESOURCE DISTRICT

FILING FEES
Residential Property \$200 to Town of Littleton
Commercial Property \$350 to Town of Littleton
Comprehensive Permit \$1000 + \$100/unit over 10 units

ADDITIONAL FEES (all applications)
\$ 75 to Comm of Mass-recording fee
\$25 to Town of Littleton-shutter list
Legal Notice publication fee due prior to opening hearing

ZBA Case No.

858A

Site address

80 KING STREET

Appeal

Under MGL c. 40A §. 8

The undersigned hereby appeals a written order or decision of the Building Commissioner / Zoning Officer or other administrative official alleged to be in violation of the provisions of MGL c. 40A or the Zoning By-laws to the Board of Appeals for the Town of Littleton.

1. From what Town Official or Board is the appeal being sought?

Mandatory: Attach copies of written order or decision under appeal

Administrative Official _____

Date of order / decision _____

2. Which statute or Zoning Bylaw do you rely for your appeal?

MGL c.40A § _____

Zoning Bylaw § _____

Code of Littleton § _____

You may also consider whether you qualify for relief under any other authority of the Board to grant a Special Permit or Variance.

3. I hereby certify that I have read the Board of Appeals Instructions for Appellants and that the statements within my appeal and attachments are true and accurate to the best of my knowledge and belief.

Signature

Print name

Special Permit 40A

Under MGL c. 40A §. 9

The undersigned hereby petitions the Board of Appeals for the Town of Littleton to grant a Special Permit for the reasons hereinafter set forth and in accordance with the applicable provisions of the Zoning By-law.

1. Special Permits are expressly permitted in the Zoning Bylaws. Which Zoning Bylaw section do you rely for your appeal?

Zoning Bylaw § 173-10B(1)

2. Why are you applying for a Special Permit? Attach a written statement that specifically describes existing conditions and your objectives, along with necessary exhibits as listed in the filing instructions. *You may also consider whether you qualify for relief under any other authority of the Board to grant a variance.*

3. I hereby certify that I have read the Board of Appeals Instructions for petitioners and that the statements within my petition and attachments are true and accurate to the best of my knowledge and belief.

Carl Strathmeyer
Signature

Carl Strathmeyer
Print Name

Special Permit 40B

Under MGL c. 40B

See supplemental instructions: Littleton Zoning Board of Appeals Rules for the Issuance of a Comprehensive Permit under M.G.L.c.40B

Variance

Under MGL c. 40A §. 10

The undersigned hereby petitions the Board of Appeals for the Town of Littleton to vary, in the manner and for the reasons hereinafter set forth, the applicable provisions of the Zoning By-law.

1. Specifically, from what Zoning bylaw section are you seeking relief? _____
2. Why are you seeking relief from a literal enforcement of this Zoning Bylaw?
Attach a written statement that specifically describes existing conditions and your objectives, along with plans, specifications, certified plot plan and any documentation necessary to support your request.
3. Show evidence that you meet the minimum requirements of a variance under section 173-6 B (2) of the Littleton Zoning Bylaws.
Attach a written statement which specifically includes why, owing to conditions (soil, shape, or topography) especially affecting the premises, but not affecting generally the zoning district in which it is located, a literal enforcement of the Zoning By-law would result in a substantial hardship to you. Applicant must clearly demonstrate the lack of alternative remedies.
4. *I hereby certify that I have read the Board of Appeals Instructions for petitioners and that the statements within my petition and attachments are true and accurate to the best of my knowledge and belief.*

Signature

Print name

Filing Instructions

1. **IMPORTANT: SEE THE BUILDING COMMISSIONER/ZONING ENFORCEMENT OFFICER BEFORE YOU FILL OUT THIS APPLICATION.** He will assist you with the proper zoning sections and application request(s). His review may save time by preventing delays in the hearing process.
 2. Apply for a certified abutters list with the Assessors office (request for certified list of abutters form enclosed)
 3. Bring the completed application packet to the Administrative Assistant to the Building Commissioner who will assist you in filing with the Town Clerk.
- Necessary Exhibits**—provide 14 copies of the following with the completed application:
1. A copy of the most recently recorded plan of land or where no such plan exists, a copy of a plot plan endorsed by a registered engineer or land surveyor. The plan should show;
 - A) metes and bounds of the subject land
 - B) adjacent streets and other names and readily identifiable landmarks and fixed objects
 - C) dimensional layout of all buildings
 - D) distances and setbacks from the various boundaries
 - E) exact dimensions, setbacks and specifications of any new construction, alterations, additions or installations
 - F) direction of North
 - G) the name of each abutting property owner
 2. Copy of the latest recorded deed
 3. A written statement which details the basis for your petition
 4. Pictures, plans, maps, drawings and models are always helpful in explaining the problem
 5. In cases pertaining to signs, a scale print of the sign lettering and colors
 6. In cases pertaining to subdivisions of land, prints should show the proposed subdivision endorsed by a registered engineer or land surveyor
 7. In cases pertaining to Accessory dwellings evidence that the Board of Health has approved the septic system
 8. The date of the building construction and the history of ownership are useful in finding facts about the case

Completed applications filed with the Town Clerk by the third Thursday of the month will be considered at the next regularly scheduled Zoning Board of Appeals meeting, held on the third Thursday of the following month.

The Board in its discretion may dismiss an application or petition for failure to comply with any of the foregoing rules

General Information

What authority does the Board of Appeals have?

The Board of Appeals obtains its authority under the Massachusetts General Laws Chapter 40A §14 and the Town of Littleton's Zoning By-law 173-6 to hear and decide *appeals*, to hear and decide applications for *Chapter 40A special permits*, and to hear and decide petitions for *variances*. The Board of Appeals also hears and decides applications for *special permits for low and moderate income housing* under Massachusetts General Laws Chapter 40B Sections 20, 21, 22, and 23.

What is an Appeal?

Pursuant to Massachusetts General Laws Chapter 40A §8 and Littleton Zoning By-law 173-6 B(3) and 173-6 B(5) the Board of Appeals hears and decides appeals by any person aggrieved by any written order or decision of the Zoning Enforcement Officer or other administrative official in violation of any provision of Massachusetts General Laws Chapter 40A or the Littleton Zoning By-laws. Building permits withheld by the Building Commissioner acting under MGL C. 41, §81Y as a means of enforcing the Subdivision Control Law may also be issued by the Board of Appeals. Action taken by the Building Commissioner acting under the Code of Littleton Chapter 152 will also be heard by the Board of Appeals. *If the Zoning Enforcing Officer or other administrative official does not issue a written order or decision, the Board of Appeals will not hear the appeal.* Appeals from the written decisions of the Zoning Enforcement Officer or other administrative official must be filed with the Office of the Town Clerk pursuant to Massachusetts General Laws Chapter 40A Section 15 within thirty (30) days from the date of the written order or decision which is being appealed. Failure to file a timely appeal is fatal.

What is a Chapter 40A Special Permit?

Certain uses of property are permitted as a matter of right. However, the Littleton Zoning By-laws provide that other uses are not allowed in certain zoning districts, and that specific types of uses shall only be permitted in specified zoning districts upon the issuance of a Special Permit from the Board of Appeals pursuant to Massachusetts General Laws Chapter 40A §9, 9A, and 9B. Special Permits may be issued only for uses which are in harmony with the general purpose and intent of the By-law, and may be subject to general or specific provisions set forth therein, and such permits may also impose conditions, safeguards and limitations on time or use. A Special Permit, unlike a Variance, may be conditioned by limiting its duration to the term of ownership or use by the Applicant. When a Special Permit application is accompanied by plans or specifications detailing the work to be undertaken, the plans and specifications become conditions of the issuance of the permit. Therefore, once a Special Permit is granted, modification of the plans or specifications require as a prerequisite, modification of the Special Permit through the filing of a successive Special Permit application. No building permit may be issued by the Building Commissioner for a use or structure that requires a Special Permit until 1) a Special Permit has been granted by the Board of Appeals, 2) the expiration of the twenty (20) day appeal period pursuant to Massachusetts General Laws Chapter 40A Section 11, and 3) the Special Permit has been recorded at the Middlesex South District Registry of Deeds. The Building Commissioner shall require proof of recording at the Registry of Deeds from the Town Clerk prior to issuance of a building permit. No party is entitled "as a matter of right" to a Special Permit. The Board of Appeals, in the proper exercise of its discretion, is free to deny a Special Permit even if the facts show that such a permit could be lawfully granted. Special Permits 40A shall lapse 24 months following the granting unless substantial use or construction has commenced.

What is a Chapter 40B Special Permit?

Chapter 40B is a state statute, which enables local Boards of Appeals to approve affordable housing developments under flexible rules if at least 25% of the units have long-term affordability restrictions. Also known as the Comprehensive Permit Law, Chapter 40B was enacted in 1969 to help address the shortage of affordable housing statewide by reducing unnecessary barriers created by local approval processes, local zoning, and other restrictions. Its goal is to encourage the production of affordable housing in all communities throughout the Commonwealth. Special Permits 40B shall lapse 3 years from the date the permit becomes final unless construction authorized by a comprehensive permit has begun, or unless specifically noted otherwise in the permit by the Board of Appeals.

What is a Variance?

A Variance is a waiver of the zoning rules adopted by the Citizens of Littleton at Town Meeting. A Variance may be granted pursuant to the Littleton Zoning By-laws and Massachusetts General Laws Chapter 40A Section 10. Accordingly, it is only in rare instances and under exceptional circumstances that relaxation of the general restrictions established by the Zoning By-laws are permitted. A Variance is distinguished from a Special Permit. The Variance is used to authorize an otherwise prohibited use or to loosen dimensional requirements otherwise applicable to a structure. No person has a right to a Variance. *Variance of "use" is almost never granted by the Board of Appeals. Variance of "dimensional" requirements is granted in rare occasions.* The Board of Appeals has no discretion to grant a Variance unless the petitioner provides evidence, and that the Board of Appeals determines that, owing to circumstances relating to the soil conditions, shape, or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant, and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law. Even if the Board of Appeals find that such hardship exists, it may exercise its discretion and not grant a Variance. No building permit may be issued by the Building Commissioner for a use or structure that requires a Variance until 1) a Variance has been granted by the Board of Appeals, 2) the expiration of the twenty (20) day appeal period pursuant to Massachusetts General Laws Chapter 40A Section 11, and 3) the Variance has been recorded at the Middlesex South District Registry of Deeds. The Building Commissioner shall require proof of recording at the Registry of Deeds from the Town Clerk prior to issuance of a building permit. Rights authorized by a Variance must be exercised within 1 year of granting, or said variance shall lapse.

SPECIAL PERMIT 40A
Under MGL c. 40A §9

The petitioner, Carl Strathmeyer, (hereafter "Petitioner") is applying for a Special Permit pursuant to MGL c. 40A §9 for property located at 80 King Street, Littleton, MA for mixed use purposes. Petitioner is seeking an extension of the pre-existing non-conforming use of the property (mixed use- residential/retail) as mixed use (residential/retail).

Petitioner seeks the granting of a Special Permit for purposes of using the property as a retail business that will (a) sell and repair musical instruments; (b) provide sound-proof studio space for private musical lessons and instructions; and (c) provide a recital room for musical performances and recitals.

Petitioner has executed an Offer to Purchase Real Estate (attached hereto as Exhibit A) with the current owner, Patricia W. Webber for the purchase of ONLY the "subdividable parcel of land 1+/- acre with structure" located at 80 King Street, Littleton, MA.

The property has been used as a residence and as a retail business (Webber Florist Company) since 1927. The retail business, Webber Florist closed in December of 2014 after 88 years in business.

The change/extension requested would complement the existing Indian Hill area of Littleton. The property also abuts the State Highway which provides access to the area for purposes of continuing business to the community of Littleton and other retail businesses. The extension of the pre-existing non-conforming use of the property to a retail business will continue the growth of the business community in the Indian Hill area. The requested extension would not be a use substantially more detrimental to the neighborhood than the existing non-conforming use of the property.

Pursuant to Littleton Zoning By-law Section 173-10B, any use or structure not conforming to Section 173-10A of the chapter may be continued if the use or structure was lawfully existing at the time that it became nonconforming. The property has been a mixed use property since 1927 when Horace Webber started the floral business. Under Section 173-10B (1) and MGL c. 40A Section 6 "such preexisting nonconforming structures or uses may be extended or altered on special permit by the special permit granting authority, provided that no such extension or alteration shall be permitted unless there is a finding by the special permit granting authority that such change, extension or alteration shall not be substantially more detrimental to the neighborhood than the existing nonconforming use."

TABLE OF CONTENTS FOR NECESSARY EXHIBITS

EXHIBIT 1 - Most recently recorded plan of land

EXHIBIT 2 - Latest recorded deed

EXHIBIT 3 - Written statement of basis for petition

EXHIBIT 4 - Pictures, plans, maps, drawings and models

EXHIBIT 5 - Scale Print of the Sign Lettering and Colors

EXHIBIT 6 – Subdivisions of Land

EXHIBIT 7 – Board of Healthy Septic System Approval

EXHIBIT 8 – Date of Building Construction and History of Ownership

EXHIBIT 1
MOST RECENTLY RECORDED PLAN OF LAND

Plan of Land endorsed by a registered engineer or land surveyor is not available at this time but will be provided to the Zoning Board and Building Commissioner at a later date.

EXHIBIT 2
LATEST RECORDED DEED

Deed from Horace I. Webber and Vera Mae Webber, husband and wife as tenants by the entirety to Horace I. Webber and Vera Mae Webber, married to each other, and Philip S. Webber and Patricia W. Webber, married to each other as joint tenants on July 12, 1972 recorded at the Middlesex South District Registry of Deeds at Book 12249, Page 518 is attached hereto.

Deed from Philip S. Webber and Patricia W. Webber, husband and wife, to Philip S. Webber and Patricia W. Webber as joint tenants on May 5, 1999 recorded at the Middlesex South District Registry of Deeds at Book 30137, Page 166 is attached hereto.

JUL 20-72 PM 1:36 3168E**10.75

BK 12249 PG 518

7102508

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 481

We, Horace I. Webber and Vern Mae Webber, husband and wife as tenants by the entirety,
both

of Littleton, Middlesex----- County, Massachusetts.

being ~~unmarried~~, for consideration paid, and in full consideration of \$1.00

grants to ourselves, Horace I. Webber and Vern Mae Webber, ^{MARRIED 5-2-68} and Philip S. Webber and Patricia W. Webber, ^{MARRIED 12-2-68} as joint tenants and not as tenants in common, all of 80 King Street, Littleton, Middlesex County, Mass.----- with quitclaim covenants

the lands with the buildings thereon, situated in the westerly part of said Littleton, and bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the stone wall on the road leading from Littleton Centre to the depot of the Fitchburg Railroad at land now or formerly of Francis F. Knowlton; thence

NORTHERLY On said Knowlton land, thirty-five (35) rods, two (2) links to a point; thence

NORTHEASTERLY on land now or formerly of John A. Kimball, twenty-one (21) rods, three (3) links to a point; thence

SOUTHERLY on said Kimball's land to a stone post; thence

EASTERLY on said Kimball's land to a stone post; thence

SOUTHERLY on said Kimball's land to a point in land now or formerly of Asahel W. Sawyer, formerly known as the Brighter Place; thence

EASTERLY on said Asahel W. Sawyer's land to a point formerly known as the northeasterly corner of the garden fence of said Asahel W. Sawyer; thence

SOUTHERLY by the easterly line of the so-called Brighter Place to the road first mentioned; thence

EASTERLY by said road to the point of beginning.

Being the same premises described in a deed Jessie S. Moore to Horace I. Webber et ux, dated December 29, 1927, and recorded with Middlesex South District Registry of Deeds in Book 5193 Page 564.

Witness our hand and seals this 12th day of July, 1972

Philip S. Webber
Witness to both

x Horace I. Webber
Horace I. Webber

x Vern Mae Webber
Vern Mae Webber

The Commonwealth of Massachusetts

Middlesex ss.

July 12th 1972

Then personally appeared the above named Horace I. Webber and Vern Mae Webber

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

Philip S. Webber SLAVEY

121

WE, PHILIP S. WEBBER and PATRICIA W. WEBBER, husband and wife,

of Littleton

Middlesex County, Massachusetts

for consideration paid, and in full consideration of ONE (\$1.00) DOLLAR

grant to ourselves, PHILIP S. WEBBER and PATRICIA W. WEBBER, as Tenants in Common, and not as Joint Tenants

*

of 80 King Street

with quitclaim covenants

Littleton, Massachusetts 01460

[Description and encumbrances, if any]

The land in Littleton, Middlesex County, Massachusetts, with the buildings thereon, located at 80 King Street and being shown as shown as LOT 1 on a plan entitled "Plan of Land King Street, Littleton, Massachusetts, March 24, 1999" Diversified Civil Engineering, 359 Littleton Road, Westford, MA. Said plan shown as Job No. 98536, Dwg No. 2604, and ~~re-recorded~~ recorded ~~herein~~ on April 20, 1999 as Plan # 409 of 1999.

Said LOT 1 has 176.69 feet frontage on King Street, and contains 246,603 square feet of land, all according to said plan.

Being the ^{part of} same premises described in a deed dated July 12, 1972 and recorded with Middlesex South District Registry of Deeds in Book 12249, Page 518.

Witness our hand(s) and seal(s) this 5th day of ~~April~~ ^{May}, 1999

Philip S. Webber
PHILIP S. WEBBER

Patricia W. Webber
PATRICIA W. WEBBER

The Commonwealth of Massachusetts

MIDDLESEX, SS.

MAY 5, 1999

Then personally appeared the above-named Philip S. Webber and Patricia W. Webber and acknowledged the foregoing instrument to be their free act and deed, before me,

Alfred F. Glavey
Alfred F. Glavey, N.P., MASS.

My Commission Expires: June 21, 2002

(*Individual - Joint Tenants - Tenants in Common:)

PROPERTY LOCATION: 80 King Street, Littleton, Massachusetts

EXHIBIT 3
WRITTEN STATEMENT OF BASIS FOR PETITION

Pursuant to Littleton Zoning By-law Section 173-10B, any use or structure not conforming to Section 173-10A of the chapter may be continued if the use or structure was lawfully existing at the time that it became nonconforming. The property has been a mixed use property since 1927 when Horace Webber started the floral business. Under Section 173-10B (1) and MGL c. 40A Section 6 "such preexisting nonconforming structures or uses may be extended or altered on special permit by the special permit granting authority, provided that no such extension or alteration shall be permitted unless there is a finding by the special permit granting authority that such change, extension or alteration shall not be substantially more detrimental to the neighborhood than the existing nonconforming use."

The property has been used as a residence and as a retail business (Webber Florist Company) since 1927. The retail business, Webber Florist closed in December of 2014 after 88 years in business.

EXHIBIT 4
PICTURES, PLANS, MAPS, DRAWINGS AND MODELS

This case involves the change, extension or alteration of a pre-existing nonconforming structure or use.

EXHIBIT 5
SCALE PRINT OF THE SIGN LETTERING AND COLORS

This case does not pertain to signs.

EXHIBIT 6
SUBDIVISIONS OF LAND

This case does not pertain to subdivisions of land.

EXHIBIT 7
BOARD OF HEALTH SEPTIC SYSTEM APPROVAL

This case does not pertain to Accessory dwellings for which Board of Health approval is required.

EXHIBIT 8
DATE OF BUILDING CONSTRUCTION AND HISTORY OF OWNERSHIP

See attached Newspaper Article from Wicked Local Littleton on January 22, 2015 with regard to the history of ownership of the property at 80 King Street, Littleton, MA.

By Bernadette Stockwell
Special to the Independent

[Print Page](#)

January 22, 2015 5:45PM

Webber's Florist closes after 88 years

Weddings, funerals, proms or a bouquet to tell your partner just how much you love them. It's all about the flowers, and for the past 88 years, floral arrangements for many occasions in town came from Webber's Littleton Conservatory on King Street.

Horace Webber started the florist business in 1927 with his wife Vera. The daughter of Charles and Mary Smith, Vera was born in the house connected to the flower shop. In 1952, Horace and Vera's only son, Philip, graduated from UMass Amherst with a degree in floriculture. He was well equipped to help supervise the growing operations, the floral arrangements and the retail sales work.

Phil married Patricia Burne, raising five children — Janet, Nancy, Gregory, Barry and Sarah — in the same house. Over the years, all have helped in the shop, but it was Gregory who decided to join the family business, having studied greenhouse management at DePage Horticulture School in Chicago.

Many people have worked in the business over the years, including members of Greg's family. The proliferation of large retail chains selling flowers and plants at near wholesale prices ultimately forced Webber's to close their doors as of Dec. 31, 2014, said family members. A rather large inventory of durable goods is still on hand, so customers are asked to be on the lookout for a tag sale soon, the store owners said.



Webber's Florist in 1977. Courtesy Photo

<http://littleton.wickedlocal.com/article/20150122/NEWS/150128358>

[Print Page](#)

EXHIBIT A

GREATER BOSTON REAL ESTATE BOARD

OFFER TO PURCHASE REAL ESTATE

TO Seller of Record
(Seller and Spouse)

Date: June 30, 2015

80 King St
Littleton, MA

From the
Office of: REITER LIVING REAL ESTATE

The property herein referred to is identified as follows: 80 King Street, LITTLETON, MA 01460

ONLY THE SUBDIVIDABLE PARCEL OF LAND 1+/- ACRES WITH STRUCTURE

Special provisions (if any) re fixtures, appliances, etc:

(Buyer)

Selling office to buy and property, which has been offered to us by REITER LIVING REAL ESTATE - KERRY CIAPCIAN

as the Broker(s) under the following terms and conditions:

CHECK ONE

☒ Check, subject to collection

☐ Cash

1. I will pay therefore \$ 592,000.00 of which

(a) \$ 1,000.00 is paid herewith as a deposit to bind this Offer

(b) \$ 23,950.00 is to be paid as an additional deposit upon the consummation of the Purchase and Sale Agreement provided for below.

(c) \$ 474,050.00 is to be paid at the time of delivery of the Deed in cash, or by certified, cashier's, treasurer's or bank check(s).

(d) \$

(e) \$

(f) \$ 499,000.00 Total Purchase Price

2. This Offer is good until 5:00 ☐ A.M. ☒ P.M. on July 2 2015, at or before which time a copy hereof shall be signed by you, the Seller and your Spouse(s) (together, signifying acceptance of this Offer, and returned to our forthwith, otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to the Seller(s).

3. The parties hereto shall, on or before 5:00 ☐ A.M. ☒ P.M. on July 15 2015, execute the applicable Standard Form Purchase and Sale Agreement recommended by the Greater Boston Real Estate Board or any form substantially similar thereto, which, when executed, shall be the agreement between the parties hereto.

4. A good and lawful deed, conveying a good and clear record and marketable title shall be delivered at 12:00 Noon on August 15 2015, at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.

5. If I do not fulfill my obligations under this Offer, the above mentioned deposit shall forthwith become your property without recourse to either party. Said deposit shall be held by Keller Williams Commercial as escrow agent subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposit held under its terms.

6. Time is of the essence hereof.

7. Disclosures: For use in two family residences, the Buyer hereby acknowledges receipt of the Home Inspection Facts for Consumers brochure produced by the Office of Consumer Affairs. For residential property constructed prior to 1978, Buyer must also sign Lead Paint "Property Transfer Notification".

8. The attached rules, if any, attached herein are incorporated herein by reference. Additional terms and conditions, if any:

See Addendum "A" Attached and Addendum "B" Attached

See also: Seller's Copy of the Property Tax Map by the City of Littleton - See attached parcel

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney. WITNESS MY HAND AND SEAL.

Signed: CARL STRATHEIMER

Signed: ANDREA STRATHEIMER

39 Waverly Rd Box 521 LUNenburg MA 01462

(617) 921-2688 cell (730) 582-0444 home

Address/City/State/Zip

Phone Numbers (Work & Home)

Receipt of deposit check for transmittal by: (Agent/Facilitator)

Check shall not be deposited unless offer is accepted.

This Offer is hereby accepted upon the foregoing terms and conditions at

☐ A.M. ☒ P.M. on

WITNESS me (your hand(s)) and seal(s)

Patricia M. Warren

Seller (or spouse)

RECEIPT FOR DEPOSIT

Received from CARL STRATHEIMER, ANDREA STRATHEIMER

Buyer the sum of \$ 1,000.00

Deposit under the terms and conditions of above Offer, to be held by Keller Williams Commercial

as escrow agent.

Under regulations adopted pursuant to the Massachusetts Spouse Law, all offers submitted to brokers or salespersons to purchase real property shall have a right to sell shall be conveyed forthwith to the owner of such real property.

Agent for Seller

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Form BR-RA108

Copyright © 2007 All Rights Reserved. 363-710000

Revised 1/11/2014

Last Checked

Produced with approval by the agents - 800-765-1616 Fax: 617-261-4970 WWW.GREATERBOSREB.ORG

1/11/2014 1/11/2014



Addendum 'A'

GREATER BOSTON REAL ESTATE BOARD

3 PART OFFER TO PURCHASE CONTINGENCY ADDENDUM

The BUYER, if checked, hereby incorporates the following contingencies into this Offer to Purchase Real Estate.

☒ MORTGAGE CONTINGENCY

In order to help finance the acquisition of the property, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ 399,200 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before August 3, 2015, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER prior to the expiration of such time, whereupon all deposits made by the BUYER shall be forthwith refunded, and this agreement shall become null and void and without further recourse to either party. 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 July 9, 2015.

☒ INSPECTION CONTINGENCY

The BUYER may, at the BUYER's own expense and on or before 07/14/2015 PL CPS ABS CPS have the property inspected by a duly-licensed person engaged in the business of conducting home inspections. If it is the opinion of such inspector that the property contains serious structural, mechanical or other defects and if the repair of such defects would cost the BUYER in the aggregate more than \$ 500,000, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or Broker representing the SELLER on or before 07/15/2015 PL CPS ABS CPS. Such notice shall be accompanied by a copy of the inspector's opinion and cost estimates.

☒ PEST INSPECTION CONTINGENCY

The BUYER may, at the BUYER's own expense and on or before 07/14/2015 have the property inspected by a person engaged in the business of pest inspection and control. If it is the opinion of such inspector that the property is infested by termites or other wood boring pests, then the BUYER shall have the option of revoking this agreement by written notice to the SELLER and/or the Broker representing the SELLER on or before 07/15/2015. Such notice shall be accompanied by a copy of the inspector's opinion and any related inspection report.

In the event the BUYER revokes the agreement consistent with the terms of the above selected Contingencies, then any deposits made by the BUYER shall be forthwith refunded, and this agreement shall be null and void and without further recourse to either party.

Initials:

SELLER Donna M. Strathmeyer SELLER (or Spouse)

BUYER Carl Strathmeyer BUYER Andrea Strathmeyer CPS
CARL STRATHMEYER ANDREA STRATHMEYER

Broker(s) _____



ADDENDUM "B" TO OFFER TO PURCHASE
80 KING STREET, LITTLETON, MA

1. The existing house, connected garage, and floral shop facilities at 80 King Street including one acre of land +/-, said land containing the aforesaid existing buildings and the existing driveways and parking areas, and having lot lines that provide such setbacks for the existing buildings and improvements as the Town of Littleton may require for a retail business. Seller will provide the ANR plan at their expense.

CPS

2. Buyer agrees that he may be asked to grant an easement, or, if necessary, convey a minimum amount of frontage required by the Town of Littleton to make the land behind the building into buildable lots. Buyer agrees to any reasonable easement or frontage, but only if it does not affect his ability to retain the "retail" zoning designation and use of the existing driveways and parking areas. The defined lot will be agreed to before closing on August 13, 2015. Should Sellers request that Buyer consent to an easement after August 13, 2015, Buyer will not unreasonably withhold consent within a 9 month period of time from August 13, 2015.

P.D.

AS

3. Subject to the building and lot being permitted for intended use as a retail music store that sells instruments; allows independent instructors to teach private lessons on the premises, and conducts student recitals. To be at at buyers cost and resolved on or before August 1st 2015.

P.D.



BUYER



SELLER

CPS

AS



BUYER

SELLER

DATED THIS 30TH DAY OF JUNE 2015