



OFFICE OF THE  
LITTLETON BOARD OF APPEALS  
LITTLETON, MASSACHUSETTS 01460

Board Use Only ... Case # 800 A Filing Date 11/1/11

The undersigned, having standing in this matter, hereby petitions the Littleton Board of Appeals for a VARIANCE SPECIAL PERMIT and/or APPEAL (Check all that apply) as specified below and as provided by the Town of Littleton Zoning Bylaw

1. LOCATION OF THE PROPERTY:

A. Street Address Distribution Ctr. Drive Please print

B. Assessors' Map and Parcel # R21-59

C. Zoning District  Aquifer District  Water Resource District

C. Deed Reference

2. LITTLETON ZONING BYLAW SECTION(S)

A. A. Variance 173-35(1)

B. Special Permit

C. Appeal

3. STATE BRIEFLY REASONS FOR THIS PETITION Use additional sheets, if necessary

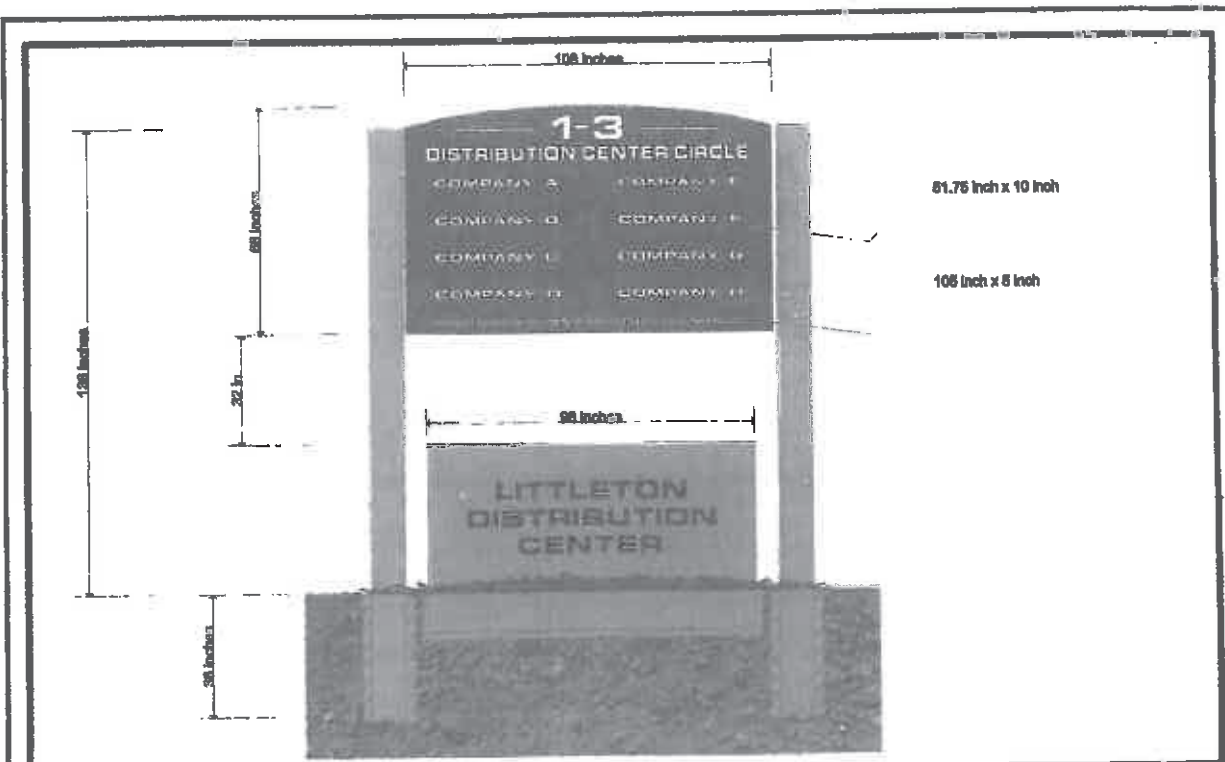
The proposed sign now exceeds the 50 sq ft allowance b/c the original granite sign on the ground is now included in total sq ft. The proposed sign will create increased visibility and a better flow of the road. Littleton Mass / Car all vehicles visiting the facility.

4. PETITIONER(S) Owner Tenant Licensor Agreed Purchaser Agent Other  
NOTE: If petitioner is not the owner, furnish written authorization from owner below.

Signature John F. Webb Date 10/25/11  
Mailing Address Two Adams Place, Suite 100  
Quincy, MA 02169 Telephone # 617-237-1825

Town Clerk Use ONLY

Filing Fee Paid \$ 75.00 # 651 Date 11/1/11 Ragobade  
850.00 # 652



Customer: **60 Ayer Rd**

Policy Charges:  
Effective immediately

Due to the large amount of proof revision requests, the first two layout proofs will be included as part of the project proposal. All further proof revisions will carry a \$20 per revision charge.  
Thank you for your understanding.



**SIGN-A-RAMA**  
YOUR FULL SERVICE SIGN CENTER

434 High Plain Street T: 508-660-1231  
Walpole, MA 02081 Fax: 508-660-2754

Email: [signaramanorwood@yahoo.com](mailto:signaramanorwood@yahoo.com)

CLIENT APPROVAL:

CLIENT SIGNATURE ENSURES THAT ALL SPECIFICATIONS & SPECIFICATIONS FOR SIGNS PROVIDED ON THIS PROOF MEET CLIENT SATISFACTION.

Proof colors may vary from monitors & actual sign materials.  
A pdf proof is not a correct representation of printer output color.  
Resolution & Color from files provided by customer are the customer's responsibility.  
Hard Proofs - can be printed to ensure color satisfaction at a cost to be determined.

DATE:

SIGNATURE:

THIS ORIGINAL DESIGN AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF SIGN-A-RAMA, AND SUBJECT TO RETURN ANY UNAUTHORIZED USE IS FORBIDDEN.



## EASIMENT AGREEMENT

This Basement Agreement (the "Agreement") is entered into as of the 15<sup>th</sup> day of November, 2007 by and between CH/CFI Liddison LLC, a Delaware limited liability company ("33 AVE Owner"), having an address for purposes hereof at c/o GFI Partners, 133 Pearl Street, Boston, Massachusetts 02110, and Liddison Distribution Center LLC, a Delaware limited liability company ("Circle Properties Owner") having an address for purposes hereof at c/o GFI Partners, 133 Pearl Street, Boston, Massachusetts 02110. 33 AVE Owner and Circle Properties Owner, together with their successors and assigns as owners of the Center Property (hereinafter "Owners"), are each hereinafter referred to as an "Owner" and together as the "Owners".

### RECAPITALS:

WHEREAS, 53 Ayer Owners and Circle Properties Owners are the fee owners of those certain parcels of land off of Ayer Road in Littleton, Middlesex County, Commonwealth of Massachusetts shown as Lots 1A, 1B, 2, 3A and 3B, Distribution Center Circle and Distribution Center Drive (such, a "Lot"), and collectively, the "Center Property," on that certain plan entitled "Definitive Subdivision Plan of Land in Littleton, Mass. Prepared for GRT Littleton LLC" prepared by David B. Rose Associates, Inc., dated April, 2003, consisting of Sheets 1 through 18, prepared by David B. Rose Associates, Inc., dated April, 2003, consisting of Sheets 1 through 18, with streets 1-5 thereof being recorded with Middlesex County South District Registry of Deeds with street 1-5 thereof being recorded with Middlesex County South District Registry of Deeds with the "Registry" as Plan No. 79 of 2004 (the "Subdivision Plan");

WHEREAS, 53 Ayer Owner is the owner of Lots 1A and 1B and certain portions of Distribution Center Drive and Distribution Center Circle, all as shown on the Subdivision Plan (collectively, the "53 Ayer Property", For 53 Ayer Owner's title, see Quitclaim Deed of GFL Litchford, LLC, "GFL Litchford"), dated November 7, 2003, recorded with the Registry in Book 41417, Page 58;

WHEREAS, all references in this Agreement to "Distribution Center Circle" and "Distribution Center Drive" shall mean and refer to Distribution Center Circle and Distribution Center Drive as those roadways are shown on the Subdivision Plan;

WHEREAS, Circle Properties Owner is the owner of Lots 2, 3A and 3B, and certain portions of Distribution Center Drive and Distribution Center Chute, all as shown on the Subdivision Plan for the (collectively the "Circle Property"). For Circle Properties Owner's title, see Quolbush Deed of 53 Ayer County, dated January 30, 2004, recorded with the Registry in Book 41919, Page 215, and see also Quolbush Deed of MDSX, Inc. ("MDSX"), dated January 14, 2004, recorded with the Registry in Book 41/362, page 75.

BOOK 41919 . . 275

MARGINAL REFERENCE REQUESTED

BOOK 41862 PAGE 13

**Adam M. Zaiger, Esq.**  
Choate, Hall & Stewart, LLP  
Two International Place  
Boston, MA 02110

WHEREAS, as of the date hereof, only a portion of Distribution Center Circle has been constructed and Circle Properties Owner intends to complete the remainder of Distribution Center Circle substantially in accordance with the Subdivision Plan;

WHEREAS, 53 Ayer Owner and Circle Properties Owner are the present parties to certain easements set forth in the following instruments: (i) that certain Reciprocal Easement Agreement dated as of July 17, 1991 by and between GFI Ltd./Lifton and MDSX, recorded with the Registry in Book 33275, Page 544, as amended by First Amendment to Reciprocal Easement Agreement dated January 27, 2004, recorded with the Registry in Book 41874, Page 141 (together, the "Existing REA," which shall be deemed to include the "Easement Plan" referred to therein, i.e. Plan 701 of 2001, as recorded with the Registry in Book 27196, Page 635 (the "MDSX MDSX dated April 2, 1997, recorded with the Registry in Plan" referred to therein, i.e. Plan No. 335 of 1997, as recorded with the Registry, and Plan No. 584 of 1992, as recorded with the Registry, both referred to therein); and (ii) that certain Outright Deed of 53 Ayer Owner dated January 30, 2004, recorded with the Registry in Book 41979, Page 275 (the "2004 Deed Easement"), which shall be deemed to include the Subdivision Plan, and collectively with the Existing REA and the MDSX Deed Easement, the "Existing Easements");

## AGREEMENTS:

**WHEREAS, 53 Ayer Owner and Circle Properties Owner now desire to terminate the Existing Basements and to establish certain easements for the benefit of the 53 Ayer Property, the Circle Property and the Center Property.**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners covenant and agree as follows:

1. **General Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth below, unless the context clearly requires otherwise:

(a) "Agent" shall mean: an Owner's tenants and licensees and their respective concessionaires, employees, agents, contractors, subcontractors, suppliers, transporters, invitees, guests, visitors or customers, and anyone else claiming by, through or under an Owner.

(b) : "Alterations" shall mean any and all alterations, installations, improvements, additions or other physical changes, whether exterior, interior, structural, nonstructural or otherwise.

(c) "Applicable Law" shall mean, with respect to any matter referred to herein, all laws applicable with respect thereto, including, without limitation, all applicable constitutional provisions, statutes, ordinances, codes, by-laws, regulations, rulings, decisions, rules, orders, determinations and requirements of any Federal, state, county, local or other legislative, executive, judicial or other governmental body or authority, and shall also include the terms of any applicable approvals of any nature, including, without limitation, all permits,