



OFFICE OF THE  
LITTLETON BOARD OF APPEALS  
LITTLETON, MASSACHUSETTS 01460

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

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 # R2A1-9

C. Zoning District Aquifer District Water Resource District

D. Deed Reference \_\_\_\_\_

2. LITTLETON ZONING BYLAW SECTION(S)

A. A. Variance 173-35 C(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' S/F allowance b/c the original granite sign on the second is now included in total S/F. The proposed sign will create increased visibility and a better flow of traffic.

4. PETITIONER(S) PR Littleton Mass./Carroll Company

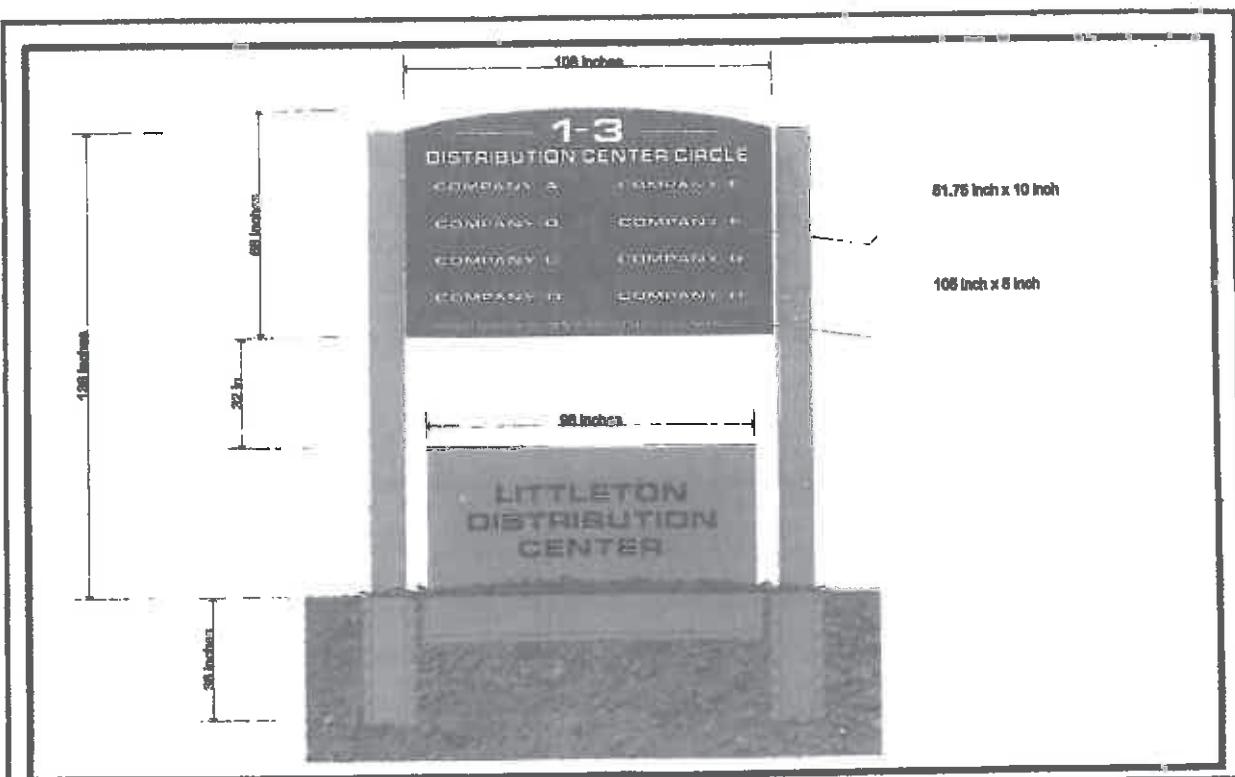
✓ Owner \_\_\_\_\_ Tenant \_\_\_\_\_ Licensee \_\_\_\_\_ Agreed Purchaser \_\_\_\_\_ Agent \_\_\_\_\_ Other \_\_\_\_\_

NOTE: If petitioner is not the owner, furnish written authorization from owner below.

John F. Weller

Signature John F. Weller  
Mailing Address 100 Adams Place, Suite 100, Quincy, MA 02169.

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Town Clerk Use ONLY Filing Fee Paid \$75.00 #651 Date 11/11/11 Reg of Stands  
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150.00 #652 Date 11/11/11 Reg of Stands



60 Ayer Rd

Policy Change:  
Effective Immediately

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

Thank you for your understanding.

This proof is for conceptual use - actual sizes / colors / proportions  
may slightly vary.



**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

CLIENT APPROVAL:

CLIENT SIGNATURE ENSURES THAT ALL SPELLINGS & SPECIFICATIONS  
FOR SIGNAGE FURNISHED ON THIS PROOF MEET CLIENT SATISFACTION.

Proof colors may vary from monitors & actual sign materials.

A print proof is not a correct representation of printer output color.

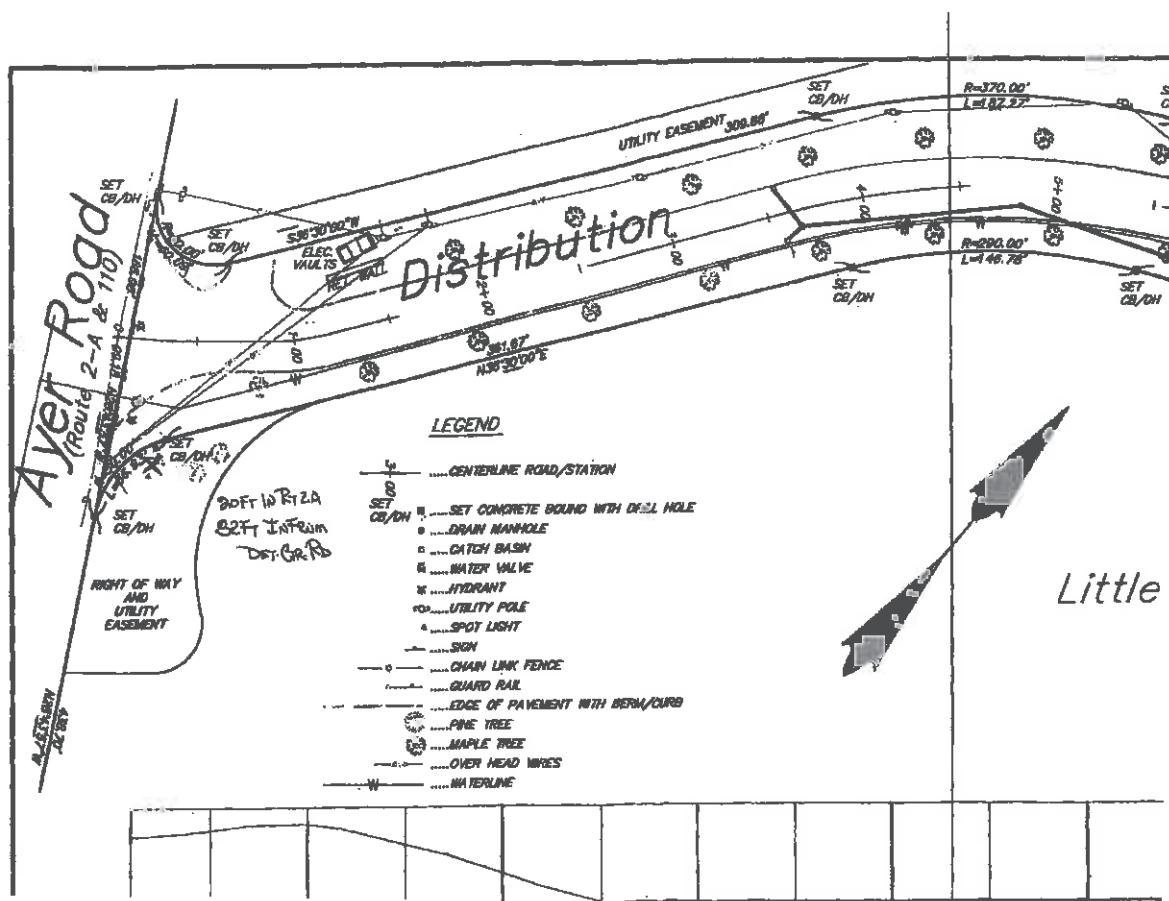
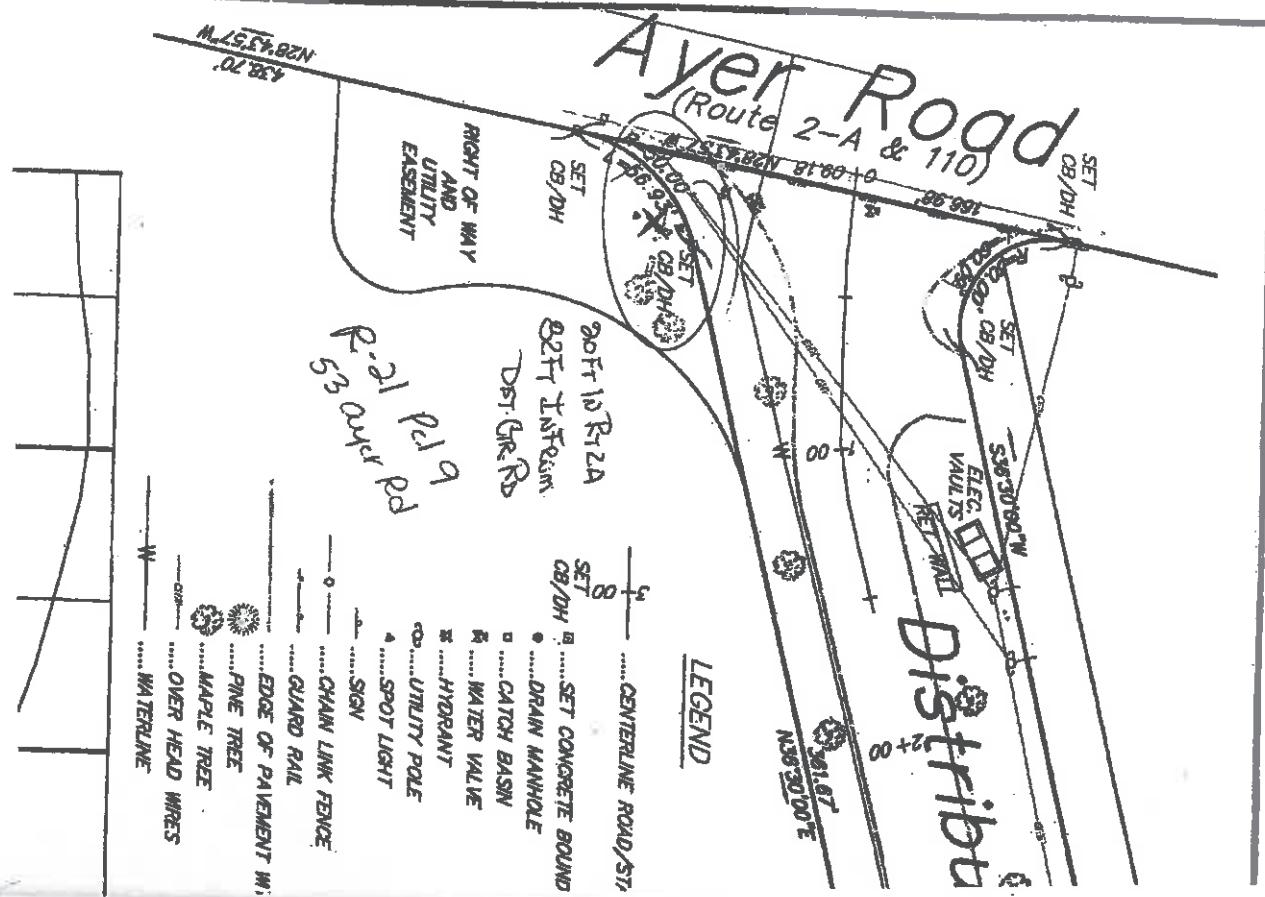
Resolution & Color from file provided by customer are the customers responsibility.

Hard Proofs - can be printed to ensure color satisfaction at a cost to be determined.

NOTE:

APPROVED BY:

THIS ORIGINAL DESIGN AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY  
OF SIGN-A-RAMA, AND ARE NOT TO BE RETAINED, COPIED, OR USED IN ANY UNAUTHORIZED MANNER.



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;

#### EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is entered into as of the 15th day of November, 2007 by and between CGI/GFI Littleton, LLC, a Delaware limited liability company ("33 Ayer Owner"), having an address for purposes hereof at c/o GFI Partners, 133 Pearl Street, Boston, Massachusetts 02110, and Littton 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 Ayer Owner and Circle Properties Owner, together with their successors and assigns as owners of the Center Property (hereinafter defined), are each hereinafter referred to as an "Owner" and together as the "Owners".

WHEREAS, 53 Ayer Owner and Circle Properties Owner 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 (each, a "Lot", and collectively, the "Center Property") on that certain plan entitled "Definitive Subdivision Plan of Land in Littleton, Mass., Prepared for GFI Littleton LLC" prepared by David B. Ross Associates, Inc., dated April 2003, consisting of Sheets 1 through 18, with sheets 1-5 thereof being recorded with Middlesex County South District Registry of Deeds (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 "33 Ayer Property"). For 53 Ayer Owner's title, see Quitclaim Deed of GFI Littleton, LLC, ("GFL Littleton") 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 Circle, all as shown on the Subdivision Plan (collectively the "Circle Property"). For Circle Properties Owner's title, see Quitclaim Deed of 53 Ayer Owner, dated January 30, 2004, recorded with the Registry in Book 41979, Page 275, and see also Quitclaim Deed of MDSX, Inc. ("MDSX"), dated January 14, 2004, recorded with the Registry in Book 41862, Page 75;

RECORDED

Adam M. Zalberg, Esq.  
Chase, Hall & Stewart, LLP  
Two International Place  
Boston, MA 02110

BOOK 41979 Pg: 275

BOOK 41862 Pg: 75  
MARGINAL REFERENCE REQUESTED

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) "Tenants" 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 approval of any nature, including, without limitation, all permits,