



ZONING BOARD OF APPEALS

CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

SUBMIT TO:
Planning Department
133 William Street
Room 303
New Bedford, MA 02744

CITY CLERKS OFFICE
NEW BEDFORD, MA

Appeal Nr. 4172

Date: 11/14/14

Petition for a VARIANCE

The undersigned petitions the Board of Appeals to grant a Variance in the manner and for the reasons hereinafter set forth under the provisions of the Zoning Ordinance to the following described premises:

1. Application Information

Street Address: Lambert St.

Assessor's Map(s): 125 A Lot(s) 477, 478, 479, 486

Registry of Deeds Book: 10339 Page: 295

Zoning District: R2B

Applicant's Name (printed): Billy Harbor Realty Trust, Wm Bachant, Trustee

Mailing Address: 9 Tyler Ave E. Wareham MA 02538

Contact Information: 508 295-7712 bill.bachant@bouldus.com

Telephone Number Email Address

Applicant's Relationship to Property: Owner Contract Vendee Other _____

List all submitted materials (include document titles & volume numbers where applicable) below:

- deed
- plan - plot plan
- purchase & sales
- proposed horse plan
- denial letter

By signing below, I/we acknowledge that all information presented herein is true to the best of my/our knowledge. I/we further understand that any false information intentionally provided or omitted is grounds for the revocation of the approval(s). I/we also give Planning Division staff and Zoning Board Members the right to access the premises (both interior and exterior) at reasonable times and upon reasonable notice for the purpose of taking photographs and conducting other visual inspections.

11/14/14
Date

[Signature]
Signature of Applicant

2. Dimensions of Lot(s) 40 / 120 160 Area 12,800
Frontage Depth Sq. Ft.

3. Number of buildings on lot 0

4. Size of existing buildings 0

5. Size of proposed buildings 18' x 30'

6. Present use of premises Vacant land

7. Proposed use of Premises single family home, residential

8. Extent of proposed alterations construction of single family home

9. Existing number of dwelling units & bedrooms 0 Proposed _____

10. For commercial uses, please complete the following:

	Existing	Proposed
a) Number of customers per day:	_____	_____
b) Number of employees:	_____	_____
c) Hours of operation:	_____	_____
d) Days of operation:	_____	_____
e) Hours of deliveries:	_____	_____
f) Frequency of deliveries:	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly
	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other: _____

11. Planning Board Site Plan Review and Special Permits:

_____ The applicant is also requesting Site Plan Review and Special Permit(s) from the Planning Board. If so, specify below:

12. Have plans been submitted to the Department of Inspectional Services? Yes

13. Has the Department of Inspectional Services refused to issue a permit? Yes

14. Explain what modifications are proposed that would require the requested Variance:

the bldg dept does not consider the 120 ft frontage on Dana St. to be acceptable since the road is not complete, yet there is 40 ft of useable frontage on Lambeth St.

15. State your hardship in accordance with Mass General Laws Chapter 40A Section 10. (Reference the attached "Required Findings For Granting a Variance").

The stated lots have 120' of frontage on Dana Street
but Dana Street is not fully constructed and is in the
wetlands. The lot has 40' of frontage on Lambeth street
that is accessible.

16. Complete for ALL the portions for which you are requesting a Variance:

	Existing	Allowed/Required	Proposed
Lot Area (sq ft)			
Lot Width (ft)	40/120	75	40/120
Number of Dwelling Units			
Total Gross Floor Area (sq ft)			
Residential Gross Floor Area (sq ft)			
Non-Residential Gross Floor Area (sq ft)			
Building Height (ft)			
Front Setback (ft)			
Side Setback (ft)			
Side Setback (ft)			
Rear Setback (ft)			
Lot Coverage by Buildings (% of Lot Area)			
Permeable Open Space (% of Lot Area)			
Green Space (% of Lot Area)			
Off-Street Parking Spaces			
Loading Bays			
Number of Ground Signs			
Height of Ground Sign			
Proximity of Ground Sign to Property Line			
Area of Wall Sign (sq ft)			
Number of Wall Signs			

17. Verification of Ownership. By signing this application the petitioner is stating that they have read and understand this application and the accompanying instructions and information. If petition is granted, the approvals are specific to the plans submitted, unless the Board states otherwise. Also, if granted, that the Variance must be recorded and acted upon within one year.

This section is to be completed & signed by the property owner(s):

I hereby authorize the following Applicant: Billy Harbor Realty Trust
at the following address: 9 Tyler Ave E. Wareham MA
to apply for: Variance
on premises located at: ES. Lameth St
in current ownership since: 3/28/12
whose address is: 10 Hitchcock Rd Mattapoisett
for which the record title stands in the name of: Jeanne E. Tranter + Robert H. Tranter
whose address is: 10 Hitchcock Rd Mattapoisett
by a deed duly recorded in the:
Registry of Deeds of County: Bristol Book: 10339 Page: 295
OR Registry District of the Land Court, Certificate No.: _____ Book: _____ Page: _____

I/we acknowledge that all information presented herein is true to the best of my/our knowledge. I/we further understand that any false information intentionally provided or omitted is grounds for the revocation of the approval(s). I/we also give Planning Division staff and Zoning Board Members the right to access the premises (both interior and exterior) at reasonable times and upon reasonable notice for the purpose of taking photographs and conducting other visual inspections.

11/14/11 _____
Date Signature of Land Owner (If authorized Trustee, Officer or Agent, so identify)

STANDARD FORM LAND
PURCHASE AND SALE AGREEMENT

From the Office of:
Suzanne J. Seguin, P.C.
508-990-1050

1. PARTIES
AND MAILING
ADDRESSES

(fill in)

This 28th day of July, 2014
Jeannine E. Tranfaglia and Roland H. Lavigne of 10 Hitching Post
Road, Mattapoisett, MA 02739
hereinafter called the SELLER, agrees to SELL and
William Bachant Trustee of Billy Harbor Realty Trust
9 Tyler Avenue, East Wareham, MA 02538

2. DESCRIPTION
(fill in and include
title reference)

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the
following described premises: Land described on deed dated March 26, 2012
recorded at the Bristol County S.D. Registry of Deeds in Book 10339,
Page 295, being known as N. B. Assessors Map 125A, Lots 477 & 478
and Lots 479 & 486. Said land is located in New Bedford, Bristol
County, Massachusetts on the east side of Dana Street.

3. TITLE DEED
(fill in)
Insert proposed use
of property in (d).
Include in (e) by
specific reference any
restrictions, ease-
ments, leases,
municipal and other
liens and other
encumbrances.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the
nominee designated by the BUYER by written notice to the SELLER at least seven days
before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record
and marketable title thereto, free from encumbrances, except
(a) Provisions of existing building and zoning laws;
(b) Such taxes for the then current year as are not due and payable on the date of the delivery of
such deed;
(c) Any liens for municipal betterments assessed after the date of this agreement;
(d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or
materially interfere with the use of said premises for _____ purposes;
(e)

4. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with
the deed in form adequate for recording or registration.

5. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient
for issuance of a Certificate of Title of said premises, and the SELLER shall deliver with said deed all
instruments, if any, necessary to enable such Certificate of Title to be issued.

6. PURCHASE PRICE
(fill in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is Nine Thousand Five Hundred
Dollars (\$9,500.00)

\$ 500.00 have been paid as a deposit this day and _____ dollars, of which
\$
\$ 9,000.00 are to be paid at the time of delivery of the deed in cash, or by certified,
cashier's, treasurer's or bank check(s).
\$
\$ 9,500.00 TOTAL

7. TIME FOR
PERFORMANCE,
DELIVERY OF
DEED (fill in)

Such deed is to be delivered at _____ o'clock _____ P. M. on the 30th day of
December 2014, at the Bristol County (S.D.)
Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this
agreement.



8. - ROSESSION and
CONDITION OF
PREMISES
(attach a list of
exceptions if any)
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then in compliance with the provisions of any instrument referred to in clause 3 hereof.
9. EXTENSION TO
PERFECT TITLE
OR MAKE
PREMISES
CONFORM
(Change period of
time if desired).
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of
thirty days.
10. FAILURE TO
PERFECT TITLE
OR MAKE
PERMISES
CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
~~BUYER's~~
11. BUYER's
ELECTION TO
ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.
12. ACCEPTANCE
OF DEED
- The acceptance of a deed by the BUYER or the BUYER's nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
13. USE OF
MONEY TO
CLEAR TITLE
- To enable the SELLER to make conveyance as herein provided the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
14. ADJUSTMENTS
- Taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
15. ADJUSTMENT
OF UNASSESSED
AND
ABATED TAXES
- If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
- ~~16. BROKER'S FEE~~ ~~A Broker's fee for professional services of~~
(fill in fee with ~~is due from the SELLER to~~
~~dollar amount or~~
~~percentage; also~~
~~name of Brokerage-~~
~~firm(s))~~
- ~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 19 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.~~
- ~~17. BROKER(S)~~
~~WARRANTY~~
(fill in name)
- ~~The Broker(s) named herein~~
~~warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.~~

18. DEPOSITS
(fill in name) All deposits made hereunder shall be held in escrow by **LaForce Realty Corp.** as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time of performance of the agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER.
19. BUYER'S
DEFAULT;
DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing.
20. RELEASE BY
HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
21. ~~BROKER AS
PARTY~~ ~~The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.~~
22. LIABILITY OF
TRUSTEE,
SHAREHOLDER,
BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
23. WARRANTIES AND
REPRESENTATIONS
(fill in); if none,
state "none"; if
any listed, indicate
by whom each war-
ranty or represen-
tation was made The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

NONE
24. ~~MORTGAGE
CONTINGENCY
CLAUSE
(omit if not
provided for
in Offer to
Purchase)~~ ~~In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____, 20____ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. 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 _____~~

~~20~~
25. CONSTRUCTION OF
AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
26. ADDITIONAL
PROVISIONS The initialed rider, if any, attached hereto, are incorporated herein by reference.
Please see Rider A attached hereto and incorporated herein by reference.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Jeannine E. Tranfaglia
SELLER

Taxpayer ID/Social Security No. [REDACTED]

Roland H. Laurin
SELLER (or Spouse)

Taxpayer ID/Social Security No. [REDACTED]

[Signature] Trustee Billy Harbor Realty Tr.
BUYER

Taxpayer ID/Social Security No. _____

BUYER

Taxpayer ID/Social Security No. _____

BROKER(S) _____

Rider A to Purchase and Sale Agreement
between Jeannine E. Tranfaglia and Roland H. Lavigne, Sellers
and William Bachant, Trustee of Billy Harbor Realty Trust

The Buyer's obligation to purchase the land is contingent upon his being satisfied that the City of New Bedford will issue to him a building permit after he is the owner of the land to build the house that he would like to build on the land, prior to his purchasing the land. This investigation will be done by the Buyer at the Buyer's sole cost. If the Buyer is not satisfied that he will be granted a building permit for the house he would like to build on the land, after he is the owner of the land, he is not required to go through with the purchase of the land. Buyer agrees to notify the Sellers as soon as 1) he is reasonably certain that a building permit will issue to build the house that he would like to build on the land, after he is the owner or 2) that he will be unable to obtain a building permit for the house that he would like to build on the land.

If and when the Buyer determines that a building permit will issue when he becomes the owner of the land, the Buyer will notify the Sellers at which point the Sellers will sell the land at a time period either prior to December 30, 2014 and in no event after December 30, 2014.

Upon notice to the Sellers that the Buyer will be unable to obtain a building permit to build the house he would like to build on the land, after becoming the owner of the land, the Buyer will receive his deposit back and this agreement will be void without further recourse to the parties hereto.

BK 10339 PG 295
03/28/12 02:34 DOC. 7397
Bristol Co. S.D.

Fiduciary Deed

I, Jeannine E. Tranfaglia, Trustee under the Will of Arthur A. Lavigne, Bristol County Probate Court Docket No. BR11P2039EA, of Mattapoisett, Plymouth County, Massachusetts,

in distribution of trust to the beneficiaries, for no consideration paid,

hereby grant to Jeannine E. Tranfaglia of 10 Hitching Post Road, Mattapoisett, MA 02739 and Roland H. Lavigne of 737 Tarkiln Hill Road, New Bedford, Massachusetts 02745 as tenants in common,

the land, together with the buildings and improvements thereon, in New Bedford, Bristol County, Massachusetts, bounded and described as follows:

BEGINNING at a point in the westerly line of Lambeth Street distant southerly therein one hundred twenty and 18/100 (120.18) feet more or less from the southerly line of Edgewood Street; thence

CONTINUING SOUTHERLY in said westerly line of Lambeth Street a distance of forty (40) feet more or less to a point in the northerly line of land now or formerly belonging to Kenneth Koroski; thence

WESTERLY in said northerly line of Koroski land a distance of eighty (80) feet more or less to a point; thence

SOUTHERLY in a line parallel to and eighty (80) feet distance more or less with the westerly line of Lambeth Street a distance of eighty (80) feet more or less to a point in the northerly line of land now or formerly belonging to Kenneth Koroski and Aminda R. Koroski; thence

WESTERLY in said northerly line of Koroski land a distance of eighty (80) feet more or less to a point in the easterly line of contemplated Dana Street; thence

NORTHERLY in said contemplated Dana Street a distance of one hundred twenty (120) feet more or less to a point; thence

EASTERLY a distance of one hundred sixty (160) feet more or less to the point of beginning;

CONTAINING 12,800 square feet more or less.

Property Address: land on Lambeth Street, New Bedford, MA

I, Carol A. Fode, Administrative Assistant to the Board of Assessors of the City of New Bedford, do hereby certify that the names and addresses as identified on the attached "abutters list" are duly recorded and appear on the most recent tax.

Date: 11/4/2014

PLANNING
OCT 31 2014
DEPARTMENT

SUBJECT PROPERTY: 477, 479 ^{ac}
MAP 125A LOT ~~477, 478, 479, 486~~
LOCATION WS Lambeth St. and ES Dana St.
OWNER'S NAME Arthur A. Lavigne
MAILING ADDRESS 9 Tyler Ave E. Wareham MA 02538
CONTACT PERSON Bill Bachant
TELEPHONE NUMBER 774-263-3134
EMAIL ADDRESS billbachantbuilders@comcast.net
REASON FOR REQUEST building on lot

CITY CLERKS OFFICE
NEW BEDFORD, MA
2014 NOV 17 P 3:11
CITY CLERK

November 3, 2014

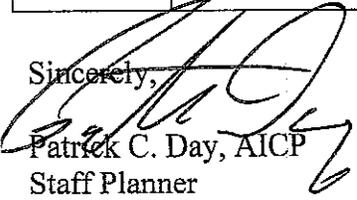
Dear Applicant,

Please find below the List of Abutters within 300 feet of the properties known as ES Dana Street & WS Lambeth Street (125A-477, 479). The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

Please note that multiple listed properties with identical owner name and mailing address shall be considered duplicates, and shall require only 1 mailing. Additionally, City of New Bedford-Owned properties shall not require mailed notice.

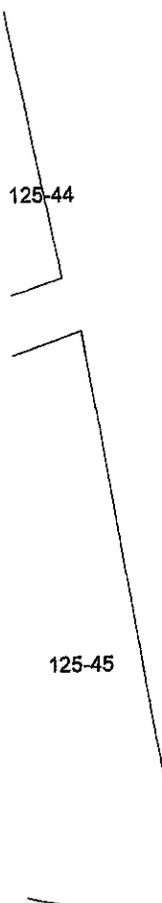
<u>Parcel</u>	<u>Location</u>	<u>Owner and Mailing Address</u>
125-48	DALTON ST	DOSSANTOS ERNESTO, 525 NORTH FRONT STREET NEW BEDFORD, MA 02745
125A-9	64 LAMBETH ST	64 LAMBETH STREET LLC, 475 ROUNSEVILLE ROAD ROCHESTER, MA 02770
125A-483	LAMBETH ST	CITY OF NEW BEDFORD, MCCROHAN TIMOTHY F 131 WILLIAM ST NEW BEDFORD, MA 02740
125A-477	DANA ST	TRANFAGLIA JEANNINE E, LAVIGNE ROLAND H 10 HITCHING POST ROAD MATTAPOISETT, MA 02739
125A-480	EDGEWOOD ST	CITY OF NEW BEDFORD, MCCROHAN TIMOTHY F 131 WILLIAM ST NEW BEDFORD, MA 02740
125A-473	DANA ST	KOROSKI KENNETH, KOROSKI ARMINDA 43 LAMBETH ST NEW BEDFORD, MA 02745
125A-490	41 LAMBETH ST	COSTA THERESA K, 41 LAMBETH STREET NEW BEDFORD, MA 02745 Donald Lassman "RS"; BANKRUPTCY ESTATE OF THERESA K. COSTA PO BOX 920385
125A-487	43 LAMBETH ST	KOROSKI KENNETH, KOROSKI ARMINDA 43 LAMBETH ST NEW BEDFORD, MA 02745 Needham, MA 02492
125A-479	LAMBETH ST	TRANFAGLIA JEANNINE E, LAVIGNE ROLAND H 10 HITCHING POST ROAD MATTAPOISETT, MA 02739

Sincerely,


Patrick C. Day, AICP
Staff Planner



ALFRED M BESSETTE MEMORIAL HWY



ALFRED M BESSETTE MEMORIAL HWY

