



Ruthanne Fuller
Mayor

CITY OF NEWTON, MASSACHUSETTS

City Hall
1000 Commonwealth Avenue, Newton, MA 02459-1449
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ZONING BOARD OF APPEALS

To: Zoning Board of Appeals Members
From: Adrianna Henriquez, Clerk
Date: 2/12/19
Subject: Materials for **February 27, 2019** Public Hearing

Hello,

Please see the following supplemental materials for the upcoming hearing on **February 27, 2019** Public Meeting & Hearing. The following members are scheduled to sit: **Brooke Lipsitt (Chair), Stuart Snyder, Barbara Huggins Carboni, Michael Rossi, Bill McLaughlin and Timothy Durken (Alternate).**

1. Agenda for February 27, 2019
2. Variance Petition for 96 Hawthorne Avenue (#01-19)

Thank you,

Adrianna Henriquez

ahenriquez@newtonma.gov | (617) 796 1133



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ZONING BOARD OF APPEALS

Adrianna Henriquez, Board Clerk

Agenda

A public hearing of the Newton Zoning Board of Appeals will be held on Wednesday, February 27, 2019 at 7:00 p.m., in the Council Chambers, Room 207, Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts on the following petition:

#01-19 Donna and Marc Heimlich, 96 Hawthorne Avenue, Newton, Massachusetts, requesting a variance to increase the lot coverage to 21.75%, where 20% is the maximum allowed per Section 3.1.3 of the Newton Zoning Ordinance, in order to construct a roof over the front porch and a future 55 square foot kitchen addition. The subject property consists of a 6,905 square foot lot in a Single Residence 1 (SR-1) zoning district.

Newton Tab

February 13 & 20, 2019

Adrianna

Henriquez

Board Clerk

The location of this meeting is wheelchair accessible and reasonable accommodations will be provided to persons with disabilities who require assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA/Sec. 504 Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. The city's TTY/TDD direct line is: 617-796-1089. For the Telecommunications Relay Service (TRS), please dial 711.

City Clerk Date/Time Stamp

ZBA Date/Time Stamp

CITY OF NEWTON
ZONING BOARD OF APPEALS

**CHECKLIST COVER PAGE
FOR VARIANCE PETITION**

To be completed by Staff: Project No.: Petition No.:

PROPERTY LOCATION: 96 Hawthorne Avenue DATE: 1-23-2019

PETITIONER: Donna and Marc Heimlich

ADDRESS: 96 Hawthorne Avenue, Auburndale, MA 02466

PHONE: 617-455-5469 EMAIL: donnaheimlich1@gmail.com

POINT OF CONTACT: Alan Mayer (architect) 617-916-0774 admin@ajmarchitects.com

PLEASE CONFIRM THAT YOU HAVE INCLUDED THE FOLLOWING WITH YOUR VARIANCE PETITION. THIS CHECKLIST MUST BE INCLUDED WITH YOUR PETITION THE FIRST PAGE.

VARIANCE PETITIONS WILL NOT BE ACCEPTED FOR PROCESSING & SCHEDULING UNLESS ALL REQUIRED DOCUMENTS ARE PROVIDED.

DOCUMENTS

ENCLOSED
(checked by Petitioner)

CONFIRMED
(checked by Clerk)

Variance Petition Form <i>(15 copies)</i>	<u> X </u>	<u> </u>
Application Fee	<u> X </u>	<u> </u>
Zoning Review Memorandum	<u> X </u>	<u> </u>
Evidence of Legal Interest	<u> X </u>	<u> </u>
Corporate Interest List	<u> </u>	<u> </u>
Supporting Statements	<u> X </u>	<u> </u>
Reference to Zoning Ordinance	<u> X </u>	<u> </u>
Required Site Plans	<u> X </u>	<u> </u>
Electronic Copy	<u> X </u>	<u> </u>

CITY OF NEWTON
ZONING BOARD OF APPEALS

PETITION FOR VARIANCE

IMPORTANT: APPLICANTS MUST COMPLETE ALL ITEMS ON THIS FORM

PETITIONER INFORMATION

NAME: Donna and Marc Heimlich
ADDRESS: 96 Hawthorne Avenue, Auburndale MA 02466
PHONE: 617-455-5469 EMAIL: donnaheimlich1@gmail.com

If the petitioner and/or property owner is a company, corporation or other entity, a list of the names and addresses of the principals, officers and/or managers must be attached to this form.

SUBJECT PROPERTY INFORMATION

LOCATION OF PROPERTY: 96 Hawthorne Avenue, Auburndale MA 02466
ZONING DISTRICT: SR-1 PROPERTY SBL NO.: 43046 0029
OWNER OF RECORD: Donna and Marc Heimlich
DEED RECORDED AT MIDDLESEX SOUTH REGISTRY OF DEEDS AT:
BOOK: 1327 PAGE 16 OR CERTIFICATE NO.: _____
RELATIONSHIP TO SUBJECT PROPERTY (i.e. owner, abutter, etc.):
Owner
CURRENT USE: Single Family Residence
PROPOSED USE: Single Family Residence
PREVIOUS VARIANCE GRANTED: YES ___ NO X DECISION NO./DATE: _____
OTHER REGULATORY REVIEW: YES X NO ___ IF YES, DESCRIBE STATUS:
We have approval for the proposed design from the Newton Historic Commission.

EXISTING CONDITIONS DESCRIPTION:
The property has an existing 2-story, single family residence with a detached garage.
The house, construct in 1875 was moved to the current lot in the early 20th century.
The house is a 2-story structure where the second floor is within the roof line with no
usable attic space.

PROPOSAL DESCRIPTION

1. Briefly describe all proposed changes to the structure(s) and/or use(s) :

We propose to construct a one-story side addition with a small front porch, a two-story rear addition to the back of the home, and a detached garage. These proposed additions are allowed by right. We are seeking relief to construct a roof over the front porch and in the future, expand the kitchen and second floor 55 square feet towards the rear.

2. State all sections of the Newton Zoning Ordinance implicated in this
Section 3.1.3 Lot Coverage

3. State the specific relief being sought from the Newton Zoning Ordinance, including all ordinance dimensional requirements and proposed dimensional conditions:

The house is in an SR-1 district. The open space maximum is .20. We are also allowed to build a garage in excess of that .20 since the house was built in 1875 (see Sec. 3.1). Our current permitted design increases the lot coverage to 20.0%. We are looking for relief from the zoning to allow us to build a roof over the front porch and a future 55sf addition to expand the kitchen and bedroom in the rear which would place the lot coverage at 21.7%.

4. Identify and describe all plans and supporting documents being submitted with this variance petition:

Variance Application prepared by Mayer + Associates; Supplemental Narrative prepared by Mayer + Associates; Zoning Review Memorandum prepared by Newton Planning Department; Evidence of Legal Interest supplied by property owners Donna and Marc Heimlich; Existing and Proposed FAR work sheet prepared by Mayer + Associates; Average setback calculation prepared by Everett Brooks; Newton Historical Commission Demolition Review Decision dated 8/24/2018; MACRIS documentation for the property of 96 Hawthorne Ave downloaded from website; Area Plan 1"=80'; Existing Conditions Plan of Land prepared by Everett Brooks; Proposed Conditions Plan of Land prepared by Everett Brooks; Architectural Plans showing existing and proposed plans and exterior elevations prepared by Mayer + Associates.

SUPPORTING STATEMENT

EACH OF FOLLOWING REQUIREMENTS FOR A VARIANCE MUST BE ESTABLISHED AND SET FORTH IN COMPLETE DETAIL BY THE APPLICANT IN ACCORDANCE WITH G.L. C. 40A, § 10.

1. Explain the special circumstances related to soil conditions, the shape or the topography of the land or structure that are unusual and that do not generally affect other properties in the zoning district:

See attached narrative.

2. Explain how the literal enforcement of the Newton Zoning Ordinance will result in a substantial hardship to the owner and that the proposed variance is the minimum change that is necessary to allow the reasonable use of the land or structure.

See attached narrative.

3. Explain why granting the proposed variance will be in harmony with the purpose and intent of the Newton Zoning Ordinance and will not be detrimental to the neighborhood or the public welfare.

See attached narrative.



JANUARY 29, 2019

HEIMLICH RESIDENCE
96 HAWTHORNE AVENUE
NEWTON, MA

PROJECT DESCRIPTION:

THE HOUSE IS IN AN SR-1 DISTRICT. THE OPEN SPACE MAXIMUM IS .20. WE ARE ALSO ALLOWED TO BUILD A GARAGE IN EXCESS OF THAT .20 SINCE THE HOUSE WAS BUILT IN 1875.

"THE LOT COVERAGE REQUIREMENTS CONTAINED IN SEC. 3.1 SHALL NOT APPLY TO THE ERECTION OR CONSTRUCTION OF A PRIVATE GARAGE IN CONNECTION WITH OR ACCESSORY TO A BUILDING WHICH WAS IN EXISTENCE ON DECEMBER 27, 1922 AND DESIGNED OR USED AS A SINGLE- OR TWO-FAMILY RESIDENCE."

OUR CURRENT PERMITTED DESIGN INCREASES THE LOT COVERAGE TO 20.0%. WE ARE LOOKING FOR RELIEF FROM THE ZONING TO ALLOW US TO BUILD A ROOF OVER THE FRONT PORCH AND A FUTURE 55 SF ADDITION TO EXPAND THE KITCHEN AND BEDROOM IN THE REAR WHICH WOULD PLACE THE LOT COVERAGE AT 21.7%.

RESPONSE TO QUESTION 1: EXPLAIN THE SPECIAL CIRCUMSTANCES RELATED TO SOIL CONDITIONS, THE SHAPE OR THE TOPOGRAPHY OF THE LAND OR STRUCTURE THAT ARE UNUSUAL AND DO NOT GENERALLY AFFECT OTHER PROPERTIES IN THE ZONING DISTRICT.

THE LOT IS AN UNDERSIZED LOT IN AN SR-1 DISTRICT. THE LOT IS AN OLD LOT - PRE 1953. THE LOT SIZE IS 6,905 SF. THE MINIMUM LOT SIZE FOR AN SR-1 OLD LOT IS 15,000 SF. THE MINIMUM LOT SIZE FOR AN SR-3 OLD LOT IS 7,000 SF WHICH IS MUCH CLOSER TO OUR LOT SIZE AND HAS A LOT COVERAGE OF 30% (AS DOES SR-2).

THE EXISTING HOUSE SITTING ON THE LOT WAS BUILT IN 1875 AND HAS BEEN DEEMED HISTORICALLY SIGNIFICANT BY THE NEWTON HISTORIC COMMISSION AND IS PREFERABLY PRESERVED. WE SUPPORT THIS DECISION AND HAVE BEEN WORKING TO RENOVATE AND EXPAND THE EXISTING STRUCTURE WITHIN THE ARCHITECTURAL CONFINES OF THE EXISTING STRUCTURE. THE HOUSE IS A 2-STORY STRUCTURE WHERE THE SECOND FLOOR IS WITHIN THE ROOFLINE. THERE IS NO USABLE ATTIC SPACE, AND A 2 ½ STORY ADDITION WOULD NOT BE IN KEEPING WITH THE CURRENT STRUCTURE. WE HAVE WORKED WITH THE HISTORIC COMMISSION TO KEEP THE ROOF LINE LOW, AND THE DESIGN CONSISTENT.

WE BELIEVE THAT THE LOT SIZE AND THE EXISTING HISTORIC NATURE OF THE EXISTING HOUSE CONSTITUTE A HARDSHIP AND THAT A VARIANCE SHOULD BE GRANTED.



RESPONSE TO QUESTION 2: EXPLAIN HOW THE LITERAL ENFORCEMENT OF THE NEWTON ZONING ORDINANCE WILL RESULT IN A SUBSTANTIAL HARDSHIP TO THE OWNER AND THAT THE PROPOSED VARIANCE IS THE MINIMUM CHANGE THAT IS NECESSARY TO ALLOW THE REASONABLE USE OF THE LAND OR STRUCTURE.

THE FAR FOR A HOUSE OF THIS SIZE IN SR-1 IS .43 WHICH COMES TO A MAXIMUM OF 2,970 SF. THE DESIGN WE ARE PROPOSING IS WITHIN THE FAR LIMITS OF THE LOT. WE COULD, AS OF RIGHT, BUILD A 405SF FREE STANDING GARAGE ON THE SITE SINCE THE LOT COVERAGE OF THE GARAGE IS ABOVE AND BEYOND THE .20 REQUIREMENT. THE LOCATION OF THE EXISTING HOME RELATIVE TO THE SIDE YARD SETBACK WOULD MAKE THAT AN AWKWARD DESIGN WHICH WOULD REQUIRE A TANDEM PARKING STRUCTURE. WE PROPOSE THAT THE SIZE OF THE GARAGE BE LIMITED TO 250 SF AS PART OF THIS VARIANCE AND THAT WE BE ALLOWED TO USE THE OTHER 154 SF OF LOT COVERAGE TO BE USED FOR A ROOF OVER THE FRONT DECK ENTRANCE, AS WELL AS THE SMALL FUTURE ADDITION IN THE REAR.

SINCE THE TOTAL SQUARE FOOTAGE OF LOT COVERAGE WOULD BE THE SAME THIS DESIGN WILL NOT CREATE A DETRIMENT TO THE PUBLIC GOOD. THE FRONT PORCH WOULD PROVIDE PROTECTION FROM SNOW AND ICE AND THE DESIGN HAS ALREADY BEEN APPROVED BY THE HISTORIC COMMISSION. THE REAR ADDITION IS NOT NOTICEABLE FROM THE STREET.

RESPONSE TO QUESTION 3: EXPLAIN WHY GRANTING THE PROPOSED VARIANCE WILL BE IN HARMONY WITH THE PURPOSE AND INTENT OF THE NEWTON ZONING ORDINANCE AND WILL NOT BE DETRIMENTAL TO THE NEIGHBORHOOD OR PUBLIC WELFARE.

SINCE THE OVERALL LOT COVERAGE IN OUR PROPOSED DESIGN WOULD BE EQUAL TO THAT WHICH IS ALLOWED AS OF RIGHT, WE WOULD NOT BE NULLIFYING THE INTENT OF THE ZONING ORDINANCE. FURTHERMORE, SINCE THE LOT SIZE IS LESS THAN HALF OF THE REQUIRED LOT SIZE THE CALCULUS FOR HOUSE TO LOT COVERAGE SHOULD BE MORE IN KEEPING WITH AN SR-2 OR 3 DISTRICTS.


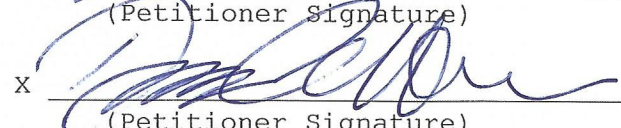
THE HOUSE IS ON A DEAD-END STREET MADE UP OF RELATIVELY SMALL HOMES ON SMALL LOTS. THE SCALE OF THE PROPOSED ADDITIONS IS IN KEEPING WITH THE CHARACTER OF THE STREET AND THE NEIGHBORHOOD. THE ABUTTING LOTS ARE 8,583 SF AND 9,965 SF. THE THREE HOUSES TAKEN TOGETHER WOULD FALL WELL WITHIN THE REQUIRED LOT COVERAGE REQUIREMENT AND ARE EVENLY SPACED.

PROPERTY OWNER CONSENT, CERTIFICATION & SIGNATURE

(Signatures of Petitioner(s) are required)

I am (we are) the owner(s) of the property subject to this variance petition and I (we) consent and certify as follows:

- 1. I (we) grant permission for officials and employees of the City of Newton to access my property for the purposes of this petition;
- 2. I (we) certify that I (we) have read the Board's Rules and Procedures before submittal to ensure the completeness of my (our) petition;
- 3. I (we) certify that all the statements within this application and attachments are true and accurate to the best of my (our) knowledge and belief.

X		<u>1/23/19</u>
	(Petitioner Signature)	(Date)
X		<u>1/23/19</u>
	(Petitioner Signature)	(Date)

If Applicable:

Name of Attorney/Agent for Applicant: Alan J. Mayer, Mayer & Associates

Address of Attorney/Agent: 1647 Beacon St. Ste. 1, Waban, MA 02118

Phone Number of Attorney/Agent: 617-916-0774

Email Address of Attorney/Agent: admin@ajmarchitects.com

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DAB

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

This ____ day of August 2006

- 1. PARTIES AND MAILING ADDRESSES** Douglas B. McLeod and Bettie Anne Berg of 13 Russell Garden News, London, United Kingdom, hereinafter called the SELLERS agree to SELL and Marc and Donna Heimlich of 241 Perkins Street, Jamaica Plain., MA, hereinafter called the BUYERS or PURCHASERS, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
- 2. DESCRIPTION** the land known as and numbered as 96 Hawthorne Avenue, Newton, MA, and more particularly described at Middlesex Registry of Deeds, Book 1132, Page 141.
- 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES** Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to SELLER and used in connection therewith including, if any, all wall to wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, shrubs, plants, washer, dryer and lawn mower and, ~~ONLY IF BUILT IN~~, refrigerators, air conditioning equipment and ventilators and dishwashers. Excluded from the sale are the following items: personal property therein belonging to the Sellers, including the wrought iron table in the back yard.
- 4. TITLE DEED** Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYERS, or to the nominee designated by the BUYERS by written notice to the SELLERS at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record, insurable 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.
- 5. PLANS** If said deed refers to a plan necessary to be recorded therewith the SELLERS shall deliver such plan with the deed in form adequate for recording or registration.
- 6. REGISTERED TITLE** In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYERS to a Certificate of Title of said premises, and the SELLERS shall deliver with said deed all instruments, if any, necessary to enable the BUYERS to obtain such Certificate of Title.
- 7. PURCHASE PRICE** The agreed purchase price for said premises is Five Hundred Eight Thousand Dollars 00/00 (\$508,000.00) DOLLARS, of which

\$ 1,000.00 have been paid as deposit with the offer,

\$ 15,000.00 have been paid this day as an additional deposit;

\$ 492,000.00 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's treasurer's or bank check or check drawn on the client's/conveyancing account of a Massachusetts attorney.

\$ 508,000.00 TOTAL
- 8. TIME FOR PERFORMANCE** Such deed is to be delivered at 10:00 o'clock A.M. on or before the 22nd day of September, 2006 at the office of lender's counsel, unless otherwise agreed upon in writing.

Handwritten initials/signature in the top right corner.

9. **POSSESSION AND CONDITION OF PREMISES** Full possession of said premises free of all tenants and occupants, unless otherwise agreed upon in writing by the parties, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted; and (b) not in violation of said building and zoning laws; and (c) in compliance with the provisions of any Instrument referred to in Clause 4 hereof. The BUYERS shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. Premises to be delivered in a broom swept condition and free of sellers' debris.
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** If the SELLERS 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 SELLERS shall 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 SELLERS shall give written notice thereof to the BUYERS at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days, but not to exceed the Buyer's rate lock commitment date. "Reasonable Efforts" shall not require the expenditure of more than \$2,000.00 by the SELLERS. See Rider B attached hereto and incorporated herein by reference.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of any such extended time for performance pursuant to Clause 10 the SELLERS 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, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, 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.
12. **BUYER'S ELECTION TO ACCEPT TITLE** The BUYERS shall have the election, at either the original or any extended time for performance, to accept such title as the SELLERS can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLERS shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLERS shall, unless the SELLERS have previously restored the premises to their former condition, either:
- a. pay over or assign to the BUYERS, on delivery of the deed, all amounts recovered or recoverable on account such insurance, less any amounts reasonably expended by the SELLERS for any partial restoration, or
 - b. if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYERS a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. **ACCEPTANCE OF DEED** The acceptance of a deed by the BUYERS or his 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.
14. **USE OF PURCHASE MONEY TO CLEAR TITLE** To enable the SELLERS to make conveyance as herein provided, the SELLERS may, at the time of the 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, or promptly thereafter in accordance with accepted Massachusetts conveyancing practices.

15. INSURANCE

Until the delivery of the deed, the SELLERS shall maintain insurance on the premises as follows:

- a. Fire and extended coverage \$ _____, AS PRESENTLY INSURED.

16. ADJUSTMENTS

Water and sewer use charges, oil, if any, and taxes for the then current fiscal year, shall be apportioned as of the day for 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 BUYERS at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is unknown 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 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.

18. BROKER'S FEE

A Broker's fee for professional services of \$18,820.00 is due from the SELLERS to Preservation Properties, the Broker herein, only if, as and when title passes, the deed is recorded, the full purchase price is received, and not otherwise.

19. BROKER'S WARRANTY

The Broker named herein, Preservation Properties, 439 Newtonville Ave., Newtonville, MA 02460 warrant that the Broker is duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT

All deposits made hereunder shall be held in a non-interest bearing escrow account by Preservation Properties as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for the performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLERS and the BUYERS or by a judgment of a court with final jurisdiction or by an award by a mutually agreed upon arbitrator.

21. BUYER'S DEFAULT, DAMAGES

If the BUYERS shall fail to fulfill the BUYERS' agreements herein, all deposits made hereunder by the BUYERS shall be retained by the SELLERS as liquidated damages and this shall be SELLERS' sole and exclusive remedy at law and in equity. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to compute exactly the damages which would accrue to Seller in such an event. Therefore, the parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default hereunder, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have had the benefit of counsel with regard to the provisions of this paragraph 21.

22. BROKER AS PARTY

The Broker named herein joins in this agreement and becomes a party hereto, insofar as any provisions of this agreement expressly apply to the Broker, and to any amendments or modifications of such provisions to which the Broker agrees in writing.

23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLERS or BUYERS execute this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLERS or BUYERS so executing, nor any shareholder or beneficiary of any trust shall be personally liable for any obligation, express or implied, hereunder.

24. WARRANTIES AND REPRESENTATIONS

The BUYERS acknowledges that the BUYERS has not been influenced to enter into this transaction nor has she relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing.

25. MORTGAGE CONTINGENCY CLAUSE

In order to help finance the acquisition of the property, the BUYERS shall apply for a conventional bank or other institutional mortgage loan of \$463,100 at prevailing rates, terms and conditions. If despite the BUYERS diligent efforts a commitment for such loan cannot be obtained on or before August 30, 2006, then the BUYER shall have the option of revoking this Agreement by written notice to the SELLER and/or the Broker as agent for 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 completed mortgage loan application conforming to the foregoing provisions on or before August 28, 2006.

Handwritten initials: DMH, MS, AB

26. 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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLERS and the BUYERS; provided however, that extensions hereof may be executed by counsel for a party. If two or more persons are named herein as BUYERS 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.

27. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible materials contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

28. SMOKE & CARBON MONOXIDE DETECTORS

The SELLER, at the time of the delivery of the deed, shall deliver a certificate from the fire department of the city or town in which the premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

29. ADDITIONAL PROVISIONS

The Rider "A" and Rider B attached hereto, is incorporated herein by reference.

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

Signature of Douglas B. McLeod

Douglas B. McLeod
Signature of Marc Heimlich

Marc Heimlich

Signature of Bette Anne Berg

Bette Anne Berg
Signature of Donna Helmlich

Donna Helmlich

Alan Stone, Realtor

DAA
AB
JHK
AB

RIDER "A"
To Purchase & Sale Agreement By And Between
Douglas B. McLeod and Bette Anne Berg ("Sellers")
and
Marc and Donna Heimlich ("Buyers")

Premises: 96 Hawthorne Avenue, Newton, Massachusetts

30. **Title Standards:** In matters respecting practice standards and title to the property, the standards of the Real Estate Bar Association of Massachusetts, Inc. shall be determinative.

31. **Broker:** Buyer warrants and represents to Seller and Seller warrants and represents to Buyer that each has dealt no real estate broker, salesperson, finder or other person entitled to a commission or fee in connection with this transaction, except as set forth herein. Each party agrees to indemnify and hold harmless the other for a breach of this warranty. This paragraph shall survive delivery of the deed.

32. **Notices:** All notices required or provided hereunder shall in the case of the Seller be sent to the Seller at the address provided in paragraph 1 with a copy to William T. Hogan III, Nelson Mullins, 66 Long Wharf, Boston, MA 02110. by first class mail, postage prepaid or by in-hand delivery and in the case of the notice to Buyer, to the address, provided in paragraph 1, with a copy to Leslie G. Hamilton, Hamilton & Hamilton P.C., 740 Main Street, Waltham, MA 02451. Notice is effective upon mailing.


33. **"Then Current Year":** All references to the "then current year" and like references with respect to real estate taxes payable for the premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

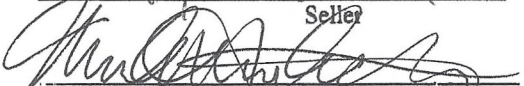
34. **Inspection:** Buyer warrants that prior to the execution of this Agreement they have had the opportunity to have the premises fully and completely inspected by the inspector(s) of their choice, including radon and pest, and at their expense and the Buyer is satisfied with the results of the inspection.

35. **Access to Premises:** The Seller agrees that the Buyer and its agents shall have reasonable access to the premises prior to the closing for the purpose of taking measurements, plotting bounds, and appraisal, upon reasonable notice to the Seller which notice may be oral. Each such entry shall be in the presence of the Seller or the Seller's broker unless the Seller agrees otherwise.


36. **Obligation to Perform:** The Buyer acknowledges that its obligation to perform this agreement shall not be subject to the sale of any real estate, and agrees that it shall not be relieved of its obligation to perform this agreement if the denial of the Buyer's mortgage application is substantively related to the failure of the Buyer to sell any real estate.

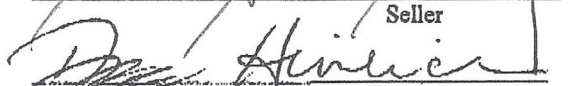
37. **Prior Agreements Superseded:** This Agreement reflects the complete the entire understanding of the parties as of the date of this Agreement. This Agreement supersedes and nullifies any pre-existing Agreements of the parties, be they oral or written.



Seller


Buyer



Seller


Buyer

RIDER B
To Purchase & Sale Agreement By And Between
Douglas B. McLeod and Bettie Anne Berg ("Sellers")
and
Marc and Donna Heimlich ("Buyers")

1. Additional Provisions

This rider constitutes a part of the Purchase and Sale Agreement to which it is attached and the terms and provisions hereof shall control when contrary to the other terms of said Agreement.

2. Risk of Loss

The risk of loss or damage to the premises, or to the property included in the sale, by fire or other cause, until the time of closing, is assumed by SELLER. SELLER shall notify BUYER of the occurrence of any such loss or damage within five (5) days after such occurrence or the date of closing, whichever first occurs. Thereafter, Buyer shall have the following option: if casualty damage exceeds or equals Twenty-Five Thousand and 00/100 (\$25,000.00) DOLLARS, the BUYER shall have the option of rescinding this Agreement by sending written notice to the SELLER, whereupon all deposits paid hereunder by BUYER shall be immediately refunded to BUYER and this Agreement shall become null and void and without further recourse to either party.

3. Title

Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) all structures and improvements, including but not limited to, any driveway(s), garage(s), and any septic systems, cesspool(s) or leaching fields, and all means of access to the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon or under any property not within such lot lines;
- (b) the Premises abut a public way, duly laid out and accepted as such by the town or city in which the Premises are located;
- (c) no buildings, structure, improvement, property, right of way or easement of any kind belonging to any other person or entity encroaches upon or under the Premises from other premises; and
- (d) title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company, in a fee owner's policy of title insurance at normal premium rates, in the

FIRST MORTGAGE:

Lender: HSBC
Acct #: 0990001
Customer Service #: 800 338 4626

SECOND MORTGAGE:

Lender: _____
Acct. #: _____
Customer Service #: _____

Handwritten initials and scribbles in the top right corner.

10. Integration

Any and all prior memoranda or agreements among the parties, including any Offers to Purchase, are hereby superceded and shall have no further force or effect.

11. In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this agreement, and the parties may rely upon the signature of such attorneys (including faxed signatures) unless they have actual knowledge that a party has disclaimed the authority granted hereunder.

SELLERS:

D MacLeod
Douglas B. MacLeod

Bette Ann Berg
Bette Ann Berg

098 704818
Social Security #

162-54-8750
Social Security #

BUYERS:

Marc Heimlich
Marc Heimlich

Donna Heimlich
Donna Heimlich

027-58-5700
Social Security #

228-06-7646
Social Security #

Date: 8/30/06



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

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(617) 796-1120
Telefax
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(617) 796-1089
www.newtonma.gov

Barney S. Heath
Director

ZONING REVIEW MEMORANDUM

Date: January 10, 2019

To: John Lojek, Commissioner of Inspectional Services

From: Jane Santosuosso, Chief Zoning Code Official
Jennifer Caira, Chief Planner for Current Planning

Cc: Donna and Marc Heimlich, Applicants
Alan Mayer, Architect
Barney S. Heath, Director of Planning and Development
Jonah Temple, Assistant City Solicitor

RE: Request for a variance from the lot coverage requirement

Applicant: Donna and Marc Heimlich	
Site: 96 Hawthorn Avenue	SBL: 43046 0029
Zoning: SR1	Lot Area: 6,905 square feet
Current use: Single-family dwelling	Proposed use: No change

BACKGROUND:

The property at 96 Hawthorn Avenue consists of a 6,905 square foot lot improved with a single-family residence constructed in 1875. The petitioners propose to construct a one-story side addition with a small covered porch, a two-story rear addition, and a detached single-car garage. These proposed additions are allowed by right. The petitioners also seek to construct a roof over the front porch as well as a future 55 square foot addition to expand the kitchen, which increases the lot coverage in excess of that which is allowed, requiring a variance.

The following review is based on plans and materials submitted to date as noted below.

- Zoning Review Application, prepared Alan Mayer, architect, dated 11/8/2018
- FAR Worksheet, submitted 11/8/2018
- Plan of Land - Existing Conditions, signed and stamped by Bruce Bradford, surveyor, dated 6/1/2017
- Plan of Land - Proposed Conditions, signed and stamped by Bruce Bradford, surveyor, dated 10/10/2018
- Architectural Plans, signed and stamped by Alan Mayer, architect, dated 11/8/2018

ADMINISTRATIVE DETERMINATIONS:

1. The petitioners propose to construct a one-story side addition with a small covered porch, a two-story rear addition, and a detached single-car garage. These proposed additions are allowed by right. They also seek to construct a roof over the front porch and a future 55 square foot kitchen addition. The proposed additional construction increases the lot coverage to 21.75%, where 20% is the maximum allowed in the Single Residence 1 zoning district per section 3.1.3. A variance per section 7.6 is required.

2. The petitioners’ existing nonconforming front setback is 6.5 feet, where 25 feet is required per section 3.1.3. The petitioners propose to construct a covered front porch with a mudroom behind, with a proposed setback of 10.5 feet from the front lot line. Utilizing the averaging provision of section 1.5.3.B, the required front setback for this property is 16.4 feet. While the proposed porch addition is within the required setback, it does not encroach further, and is in fact behind the most forward part of the house. Section 7.8.2.B.2.i, the de minimis provisions, allow for alterations and additions to the front of a structure of not more than 75 square feet, so long as the extension does not encroach any further into the setback. The proposed porch will result in an additional 59 square feet within the front setback, and therefore may be allowed by right.

3. The petitioners’ rear addition is proposed to extend along the existing nonconforming side setback of 6.7 feet, where 12.5 feet is required. Section 7.8.2.D.2.c allows for construction of first floor additions in the side and rear setbacks which do not total more than 200 square feet, and section 7.8.2.D.2.d allows for construction of second floor additions not totaling more than 400 square feet. The proposed addition within the side setback meets the criteria for a by-right addition with the de minimis provisions and does not require relief.

SR1 Zone	Required	Existing	Proposed
Lot Size	15,000 square feet	6,905 square feet	No change
Frontage	100 feet	70 feet	No change
Setbacks <ul style="list-style-type: none"> • Front • Side • Rear 	25 feet 12.5 feet 25 feet	6.5 feet 6.6 feet 58.8 feet	No change No change 41 feet
Max Number of Stories	2.5	2.5	No change
FAR	.43	.27	.43
Max Lot Coverage	20%	13.2%	21.75%
Min. Open Space	65%	72%	68.6%

1. See "Zoning Relief Summary" below:

Zoning Relief Required		
<i>Ordinance</i>		<i>Action Required</i>
§3.1.3 §7.6	Request for a variance to allow 21.75% lot coverage	Variance per §7.6



Setti D. Warren
Mayor

City of Newton, Massachusetts

Department of Inspectional Services

1000 Commonwealth Avenue Newton, Massachusetts 02459

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Telefax
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TDD/TTY
(617) 796-1089
www.newtonma.gov

John Lojek
Commissioner

FLOOR AREA RATIO WORKSHEET

For Residential Single and Two Family Structures

Property address: 96 Hawthorne Ave, Newton - Heimlich Residence (EXISTING)

Zoning District: SR-1 **Lot Size:** 6,906 sqft

FAR Calculations for Regulations Effective As Of October 15, 2011	
Inputs (square feet)	
1. First story	905
2. Attached garage	-
3. Second story	688
4. Atria, open wells, and other vertical spaces (if not counted in first/second story)	-
5. Certain floor area above the second story ^{1b}	-
6. Enclosed porches ^{2b}	-
7. Mass below first story ^{3b} 623 sqft x 0% = 0 sqft)	-
8. Detached garage	250
9. Area above detached garages with a ceiling height of 7' or greater	-
10. Other detached accessory buildings (one detached building up to 120 sq. ft. is exempt)	-
FAR of Proposed Structure(s)	
A. Total gross floor area (sum of rows 1-9 above)	1,843
B. Lot size	6,906
C. FAR = A/B	0.27
Allowed FAR	
Allowable FAR	0.43
Bonus of .02 if eligible ^{4b}	-
TOTAL Allowed FAR	0.43





Setti D. Warren
Mayor

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FLOOR AREA RATIO WORKSHEET

For Residential Single and Two Family Structures

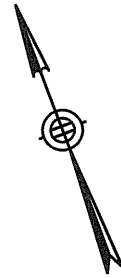
Property address: 96 Hawthorne Ave, Newton - Heimlich Residence (PROPOSED)

Zoning District: SR-1 **Lot Size:** 6,906 sqft

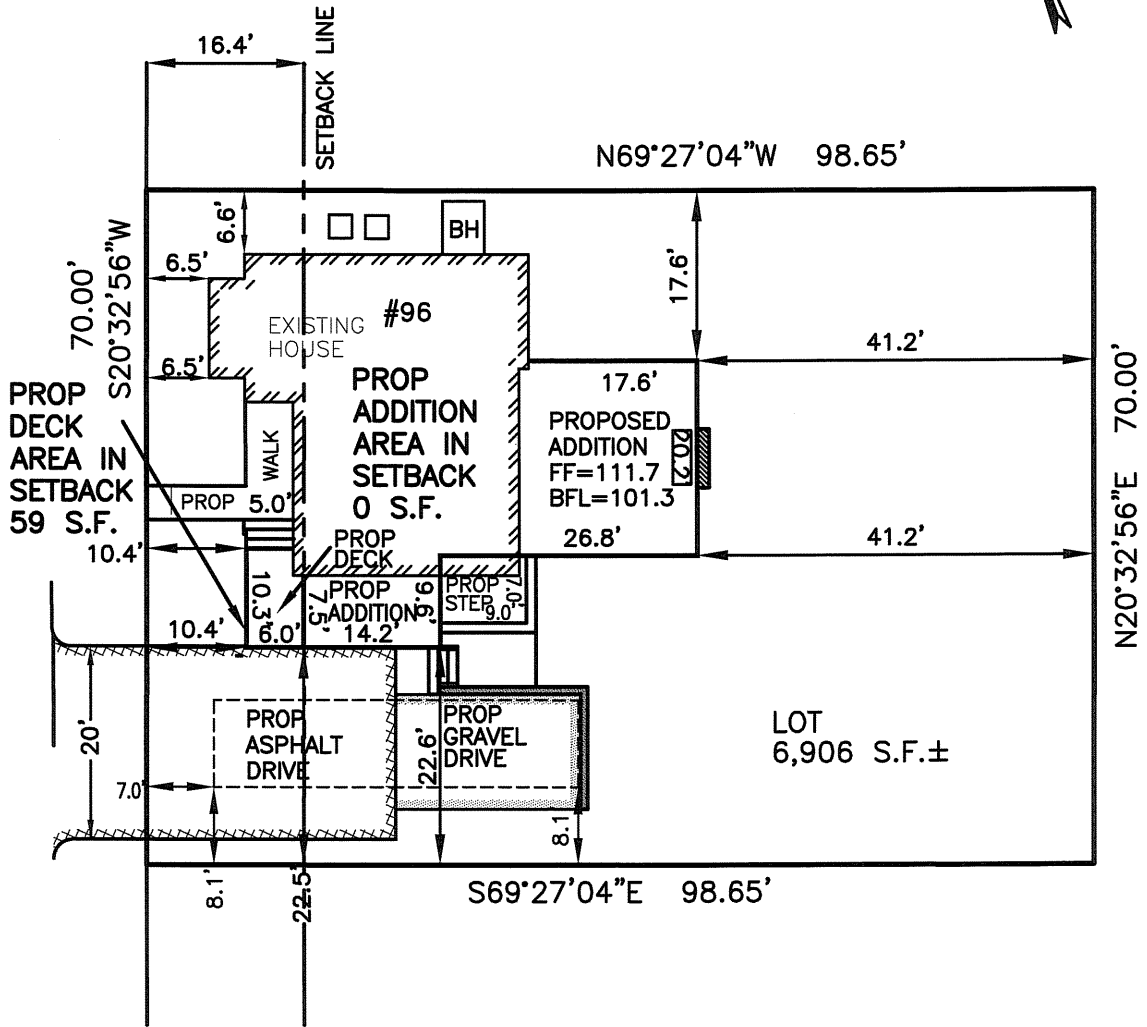
FAR Calculations for Regulations Effective As Of October 15, 2011	
Inputs (square feet)	
1. First story	1,426
2. Attached garage	-
3. Second story	1,281
4. Atria, open wells, and other vertical spaces (if not counted in first/second story)	-
5. Certain floor area above the second story ^{1b}	-
6. Enclosed porches ^{2b}	-
7. Mass below first story ^{3b}	0
8. Detached garage	250
9. Area above detached garages with a ceiling height of 7' or greater	-
10. Other detached accessory buildings (one detached building up to 120 sq. ft. is exempt)	-
FAR of Proposed Structure(s)	
A. Total gross floor area (sum of rows 1-9 above)	2,957
B. Lot size	6,906
C. FAR = A/B	0.43
Allowed FAR	
Allowable FAR	0.43
Bonus of .02 if eligible ^{4b}	-
TOTAL Allowed FAR	0.43



AVERAGE SETBACK CALCULATION
 #3 ASPEN AVE = 16.3'
 #98 HAWTHORNE AVE = 16.5'
 (16.3+16.5)/2 = 16.4'



HAWTHORNE AVENUE



ESTABLISHED 1916

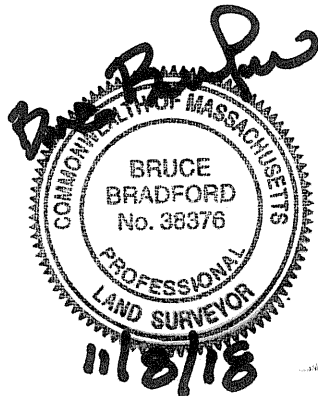
EMB

EVERETT M. BROOKS CO.
 SURVEYORS & ENGINEERS

49 LEXINGTON STREET
 WEST NEWTON, MA 02465

(617) 527-8750

info@everettbrooks.com



SKETCH PLAN
 NEWTON, MA

96 HAWTHORNE AVENUE

SCALE: 1 IN. = 20 FT.

DATE: NOVEMBER 18, 2018

DRAWN: SM

CHECK: BB

PROJECT NO. 25234



Setti D. Warren
Mayor

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Department of Planning and Development
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Barney S. Heath
Director

Newton Historical Commission Demolition Review Decision

Date: 8/24/18 Zoning & Dev. Review Project# 18020054

Address of structure: 96 Hawthorne Avenue

Type of building : House

If partial demolition, feature to be demolished is portion side and rear

The building or structure:

- is is not in a National Register or local historic district not visible from a public way.
- is is not on the National Register or eligible for listing.
- is is not importantly associated with historic person(s), events, or architectural or social history
- is is not historically or architecturally important for period, style, architect, builder, or context.
- is is not located within 150 feet of a historic district and contextually similar.

is **NOT HISTORICALLY SIGNIFICANT** as defined by the Newton Demolition Delay Ordinance.
Demolition is not delayed and no further review is required.

is **HISTORICALLY SIGNIFICANT** as defined by the Newton Demolition Delay Ordinance (See below).

The Newton Historical Commission staff:

APPROVES the proposed project based upon materials submitted see below for conditions (if any).
Demolition is not delayed, further staff review may be required.

DOES NOT APPROVE and the project requires
Newton Historical Commission review (See below).

Waiver amendment approved; final
review of plans required

The Newton Historical Commission finds the building or structure:

is **NOT PREFERABLY PRESERVED**
Demolition is not delayed and no further review is required.

is **PREFERABLY PRESERVED – (SEE BELOW).**

Owner of Record:

Delay of Demolition:

 is in effect until

 has been waived - see attached for conditions **

Please Note: if demolition does not occur within two years of the date of expiration of the demolition delay, the demolition will require a resubmittal to the Historical Commission for review and may result in another demolition delay.

Determination made by: Katy Jay Jones

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	NWT.2239
Historic Name:	
Common Name:	
Address:	96 Hawthorne Ave
City/Town:	Newton
Village/Neighborhood:	Auburndale
Local No:	4511
Year Constructed:	c 1885
Architect(s):	
Architectural Style(s):	No style; Stick Style
Use(s):	Single Family Dwelling House
Significance:	Architecture
Area(s):	NWT.EH: Auburndale - South Historic District Area
Designation(s):	
Building Materials(s):	Roof: Asphalt Shingle Wall: Wood Clapboard; Wood Shingle Foundation: Stone, Uncut



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on: Monday, January 14, 2019 at 11:12 AM

NWT. 2239

FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, State House, Boston

In Area no. 67	Form no. 4511 2239
-------------------	--------------------------



Location Auburndale

Address 96 Hawthorne Avenue

Name _____

Present use residence

Present owner Susan B. Wadsworth & Gardner Emmons, Jr.

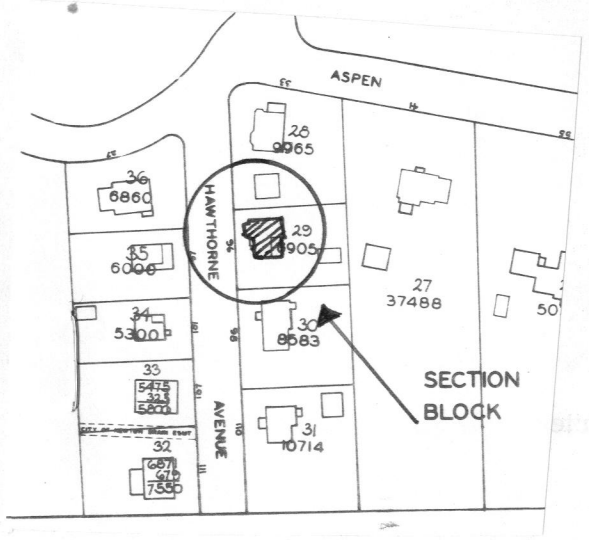
Description:

Year ca. 1885

Source surveyor

Style Stick Style

4. Map. Draw sketch of building location in relation to nearest cross streets and other buildings. Indicate north.



Architect _____

Exterior wall fabric clapboards & wood shingles

Outbuildings (describe) _____

Other features Jerkin head roof, offset frontispiece with rectangular bay window, exposed rafter ends.

Altered _____ Date _____

Moved to present site Date early 20th century

5. Lot size:

One acre or less xx Over one acre _____

Approximate frontage 75'

Approximate distance of building from street 20'

6. Recorded by Bruce C. Fernald

Organization Newton Historical Commission

Date September 10, 1980

(over)

NWT.2239

MAJOR SIGNIFICANCE CONTRIBUTING SIGNIFICANCE

7. Original owner (if known) _____

Original use single family residence

Subsequent uses (if any) and dates _____

8. Themes (check as many as applicable)

- | | | | | | |
|-----------------------|-----------|----------------------------|-------|-------------------------|-------|
| Aboriginal | _____ | Conservation | _____ | Recreation | _____ |
| Agricultural | _____ | Education | _____ | Religion | _____ |
| Architectural | <u>xx</u> | Exploration/
settlement | _____ | Science/
invention | _____ |
| The Arts | _____ | Industry | _____ | Social/
humanitarian | _____ |
| Commerce | _____ | Military | _____ | Transportation | _____ |
| Communication | _____ | Political | _____ | | |
| Community development | <u>xx</u> | | | | |

9. Historical significance (include explanation of themes checked above)

This Stick Style cottage is distinguished by an offset frontispiece with a rectangular bay window. Jerkin-head roofs cap both the frontispiece and the main block. Ground floor windows are linked by a flat beltcourse at the sill. A flared beltcourse divides the clapboarded first story and the shingled upper wall surfaces, where decorative cut shingles add texture. The open lateral eaves are embellished with exposed rafter ends.

A good example of the Stick Style, which achieved limited popularity in Auburndale in the early 1880's, this cottage was probably moved to its present site. It first appears on the 1929 Atlas of Newton.

10. Bibliography and/or references (such as local histories, deeds, assessor's records, early maps, etc.)

Newton City Atlas, 1929.

NWT. 2239

INVENTORY FORM CONTINUATION SHEET

Town
NEWTON

Property Address
96 Hawthorne Ave.

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

EH	2239
----	------

Photograph



*(property address. Record film roll and negative
h additional photos to continuation sheets.*

Exterior material:

foundation: fieldstone
roof: asphalt shingle

Outbuilding: 1 car garage with gable roof and clapboard siding at rear (east) of property

Condition: good

Setting:

This house is on a quiet, tree-lined, and dead-end part of Hawthorne Ave. Similar small houses are on small lots close to the street. A low stone wall defines a planting bed in front of the house; there are tall evergreens behind the house.

Recorded by AHDC/LNA Kit Rosenthal

Organization Newton Upper Falls
Historic District Commission

Date Aug 2001

RECEIVED

APR 0 1 2002

MASS. HIST. COMM

Area Plan



Property Information
Property ID 43046 0029
Location 96 HAWTHORNE AVE
Owner HEIMLICH MARC & DONNA



MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT

City of Newton, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/09/2018
 Data updated 11/14/2018

1" = 80 ft

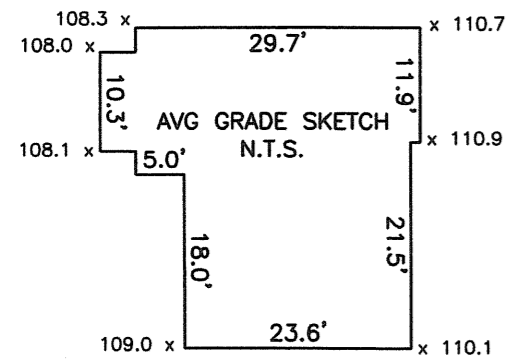
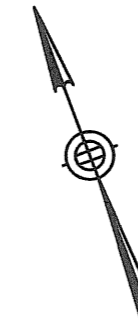
ESTABLISHED 1916

EMB

EVERETT M. BROOKS CO. SURVEYORS & ENGINEERS

49 LEXINGTON STREET
WEST NEWTON, MA 02465

(617) 527-8750
info@everettbrooks.com

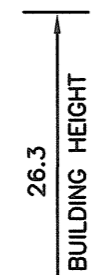


AVERAGE GRADE CALCULATION:
[SEC 1.5.4(F)]

$$AVG = \frac{\sum[L(E1+E2)/2]}{P}$$
$$AVG = 13151.0 / 120.0 = 109.5$$

BUILDING HEIGHT CALCULATION

PEAK 135.8



1ST FLOOR	111.7
BASE CEILING	110.7
1/2 BASEMENT	106.7
BASEMENT FL	102.7

109.5
AVG GRADE PLANE
(N.T.S.)

ZONING INFORMATION

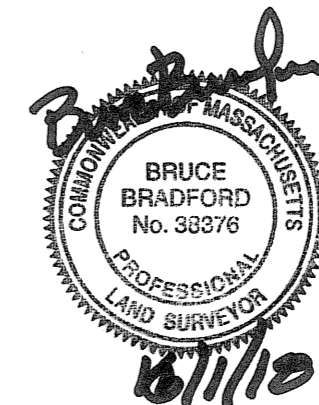
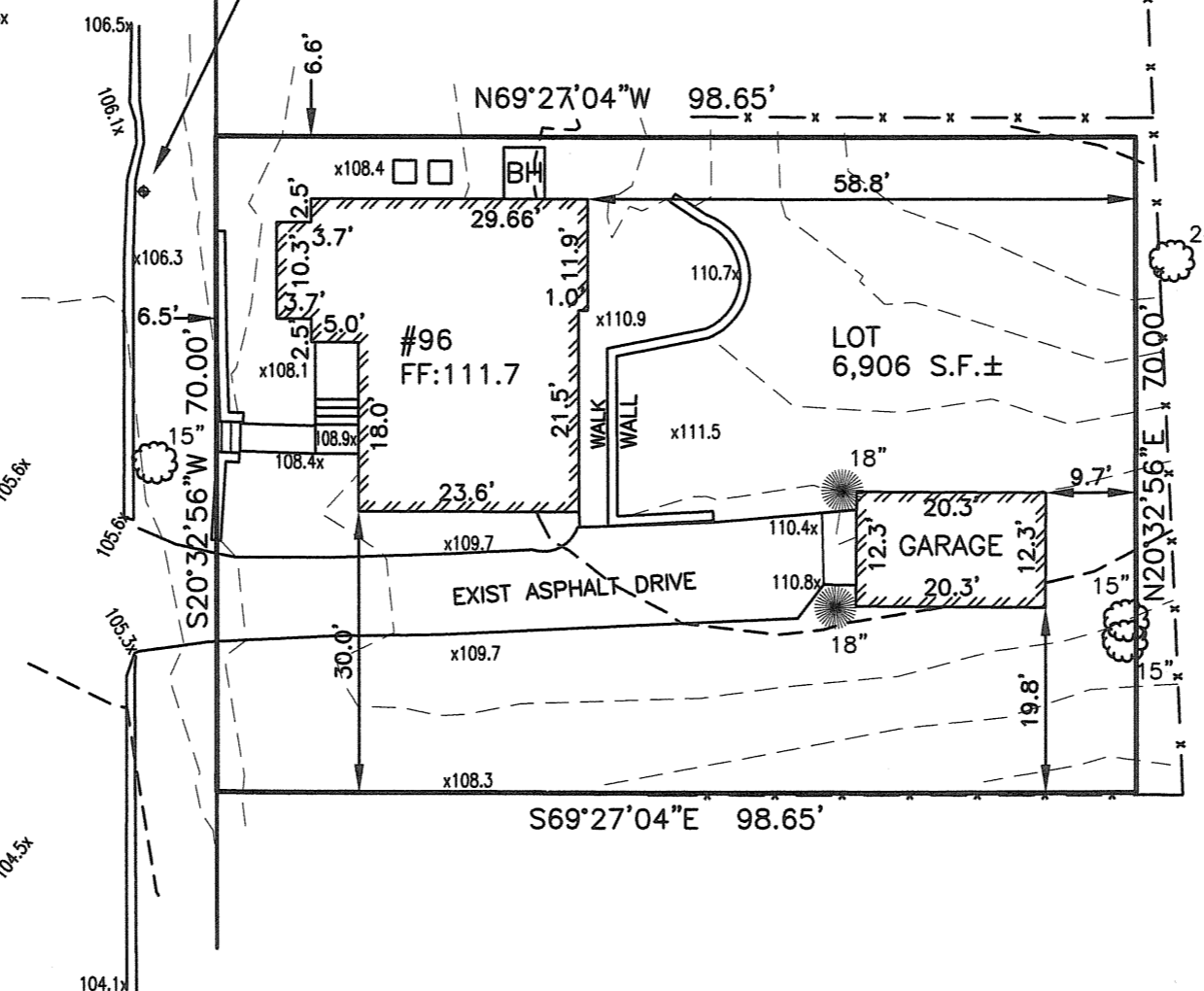
ZONE: SR1
PLAN DATED: AUGUST 29, 1919
DEED REFERENCE: BOOK 1327 PAGE 16

	EXISTING	PROPOSED	REQUIRED
BUILDINGS	916 S.F.	x S.F.	
STRUCTURES	1,216 S.F.	x S.F.	
DRIVE	712 S.F. ±	x S.F. ±	
	1,928 S.F. ±	x S.F. ±	
LOT COVERAGE	13.2%	x.x%	(20% MAX.)
OPEN SPACE	72% ±	x% ±	(65% MIN.)

ZONING COMPLIANCE DETERMINED BY MUNICIPALITY.
AREAS FOR F.A.R. CALCULATION PROVIDED BY ARCHITECT.
GARAGE EXCLUDED PER 1.5.2.D.2

HAWTHORNE AVENUE

BENCHMARK
MAG SET IN UTILITY POLE
ELEVATION=107.93
CITY OF NEWTON BASE



PLAN OF LAND IN NEWTON, MA

96 HAWTHORNE AVENUE
EXISTING CONDITION

SCALE: 1 IN. = 20 FT.

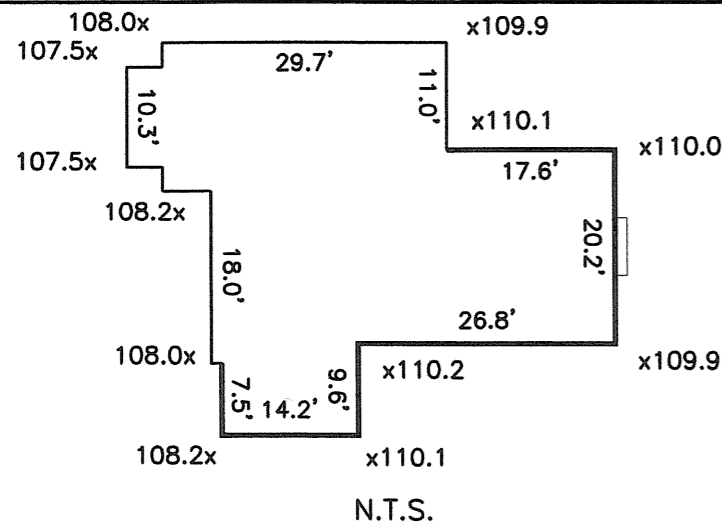
DATE: JUNE 1, 2017

DRAWN: GA

CHECK: BB

REVISIONS:

PROJECT NO. 25234



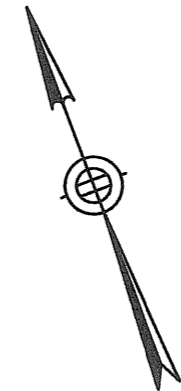
AVERAGE GRADE PLANE DETAIL

NOTE: ELEVATIONS REFER TO LOWEST FINISHED GRADE WITHIN 6' OF FOUNDATION.

AVERAGE GRADE PLANE CALCULATION:
(ORD Z-90)

AVG GRADE PLANE = $\Sigma[L(E1+E2)/2] / P$

AVG GRADE PLANE = $18,024.2 / 164.9 = 109.3$



ESTABLISHED 1916



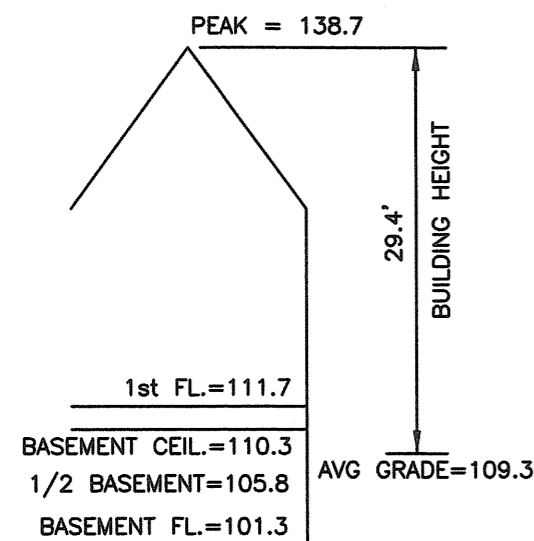
EVERETT M. BROOKS CO.

SURVEYORS & ENGINEERS

49 LEXINGTON STREET
WEST NEWTON, MA 02465

(617) 527-8750

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BUILDING HEIGHT DETAIL

N.T.S.

ZONING INFORMATION

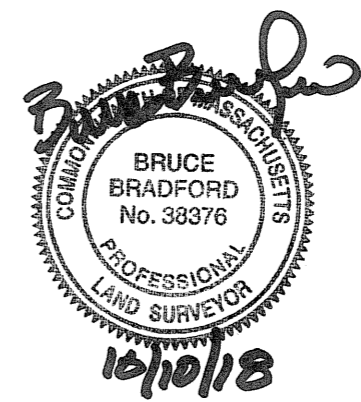
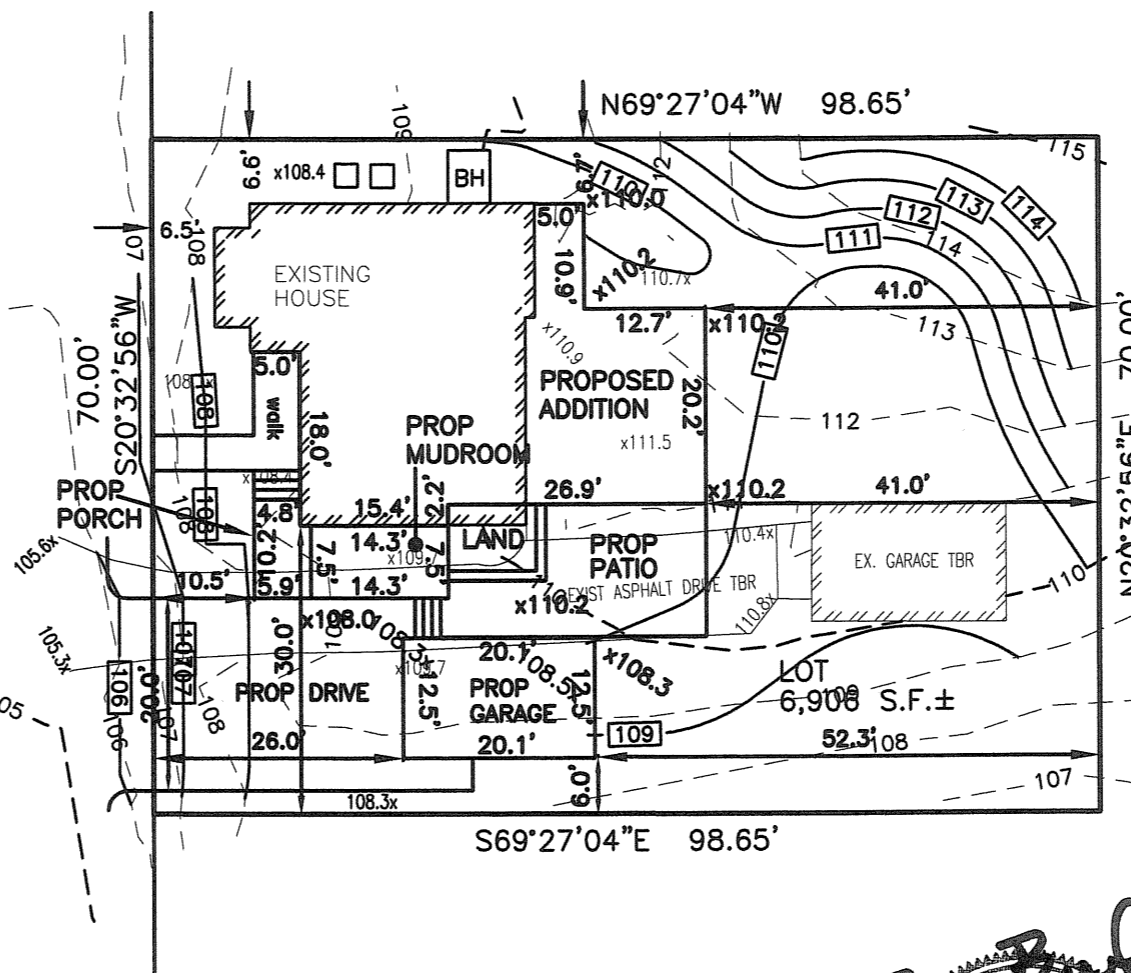
ZONE: SR1
PLAN DATED: AUGUST 29, 1919
DEED REFERENCE: BOOK 1327 PAGE 16

	EXISTING	PROPOSED	REQUIRED
BUILDINGS	916 S.F.	1,500 S.F.	
STRUCTURES	1,216 S.F.	1,813 S.F.	
DRIVE	712 S.F. ±	550 S.F. ±	
	1,928 S.F. ±	2,363 S.F. ±	
LOT COVERAGE	13.2%	21.7%	(20% MAX.)
OPEN SPACE	72% ±	686% ±	(65% MIN.)

ZONING COMPLIANCE DETERMINED BY MUNICIPALITY.
AREAS FOR F.A.R. CALCULATION PROVIDED BY ARCHITECT.
GARAGE EXCLUDED PER 1.5.2.D.2

HAWTHORNE AVENUE

(40' WIDE PUBLIC)



**PLAN OF LAND IN
NEWTON, MA**

96 HAWTHORNE AVENUE
PROPOSED ADDITIONS

SCALE: 1 IN.= 20 FT.
DATE: OCTOBER 10, 2018
DRAWN: GA/ ES
CHECK: BB

REVISIONS:

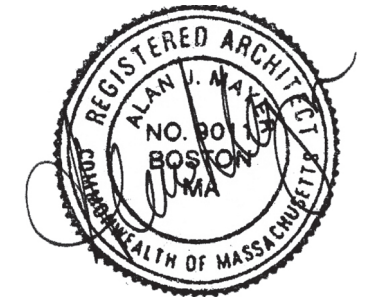
PROJECT NO. 25234



MAYER + ASSOCIATES
ARCHITECTS

TEL: 617 916 0774
FAX: 857 404 0210

1647 BEACON STREET, WABAN, MA 02468



HEIMLICH
RESIDENCE

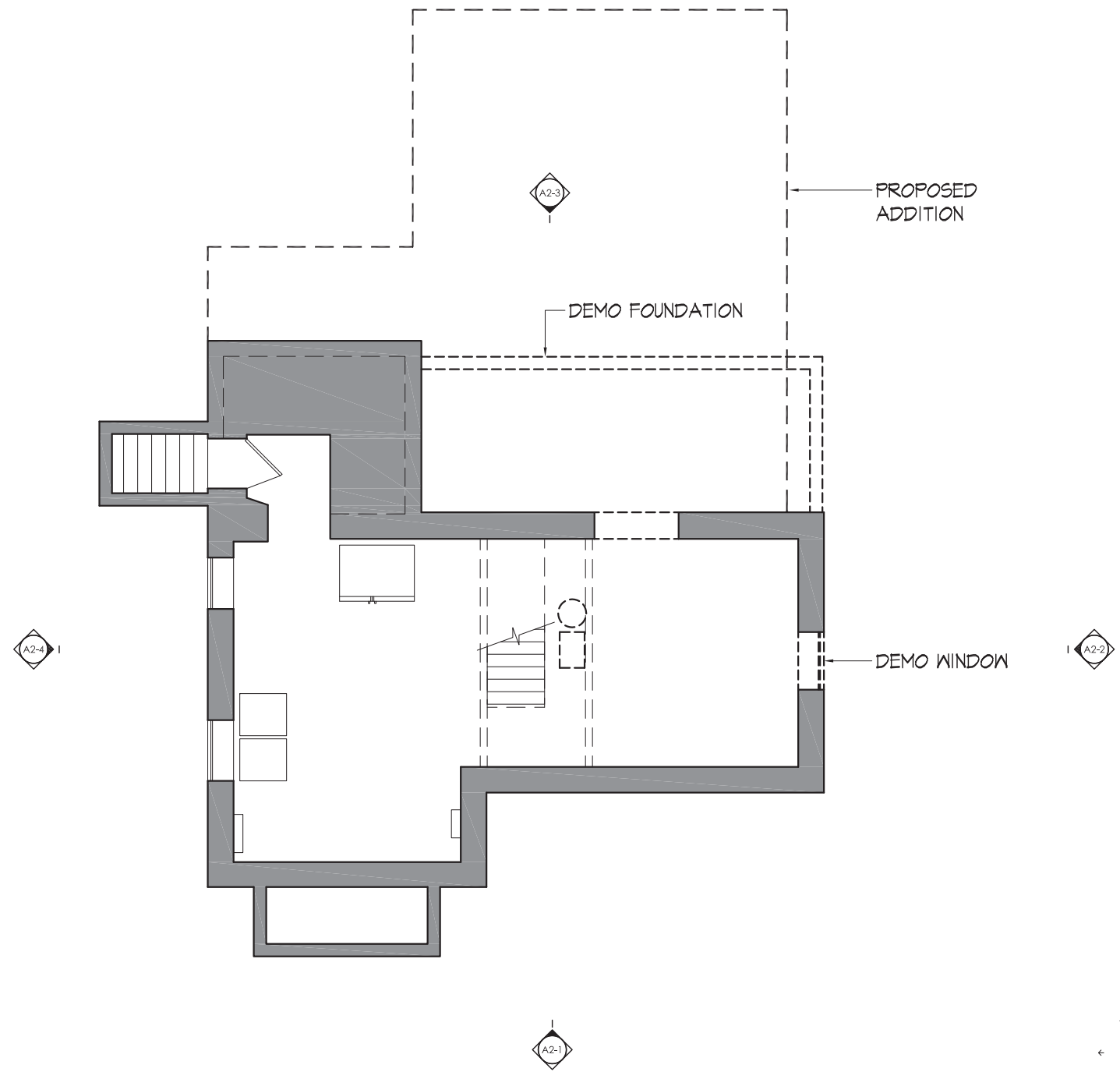
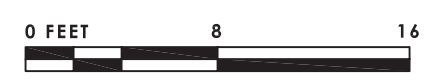
96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

EXISTING
CONDITIONS

NOVEMBER 8, 2018

EXISTING
BASEMENT PLAN

SCALE: 1/8" = 1'-0"



A1-0

MAYER + ASSOCIATES
ARCHITECTS

TEL. 617 916 0774
FAX 857 404 0210
1647 BEACON STREET, WABAN, MA 02468



HEIMLICH
RESIDENCE

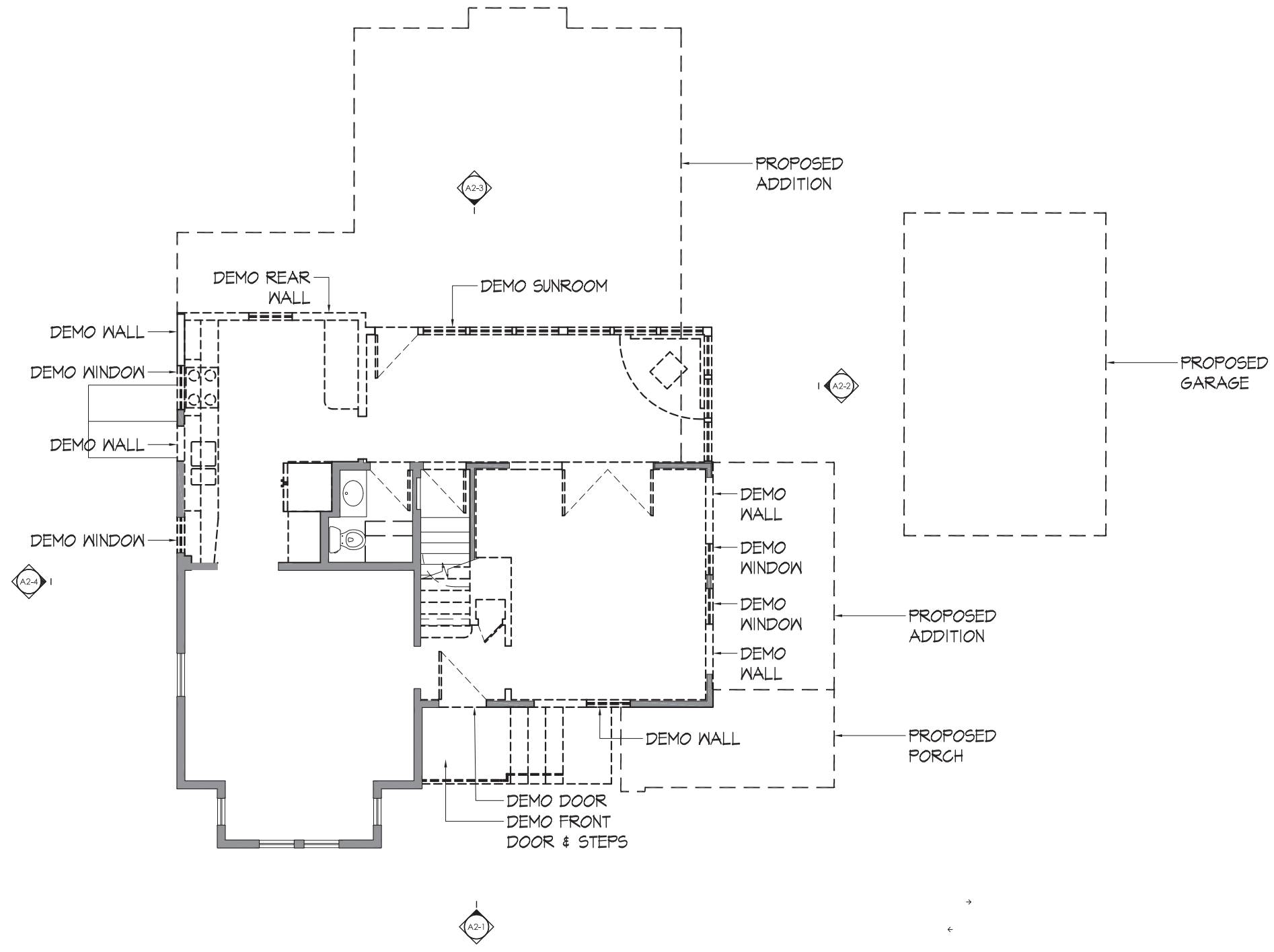
96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

EXISTING
CONDITIONS

NOVEMBER 8, 2018

EXISTING
FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



A1-1



MAYER + ASSOCIATES
ARCHITECTS

TEL: 617 916 0774
FAX: 857 404 0210
1647 BEACON STREET, WABAN, MA 02468



HEIMLICH
RESIDENCE

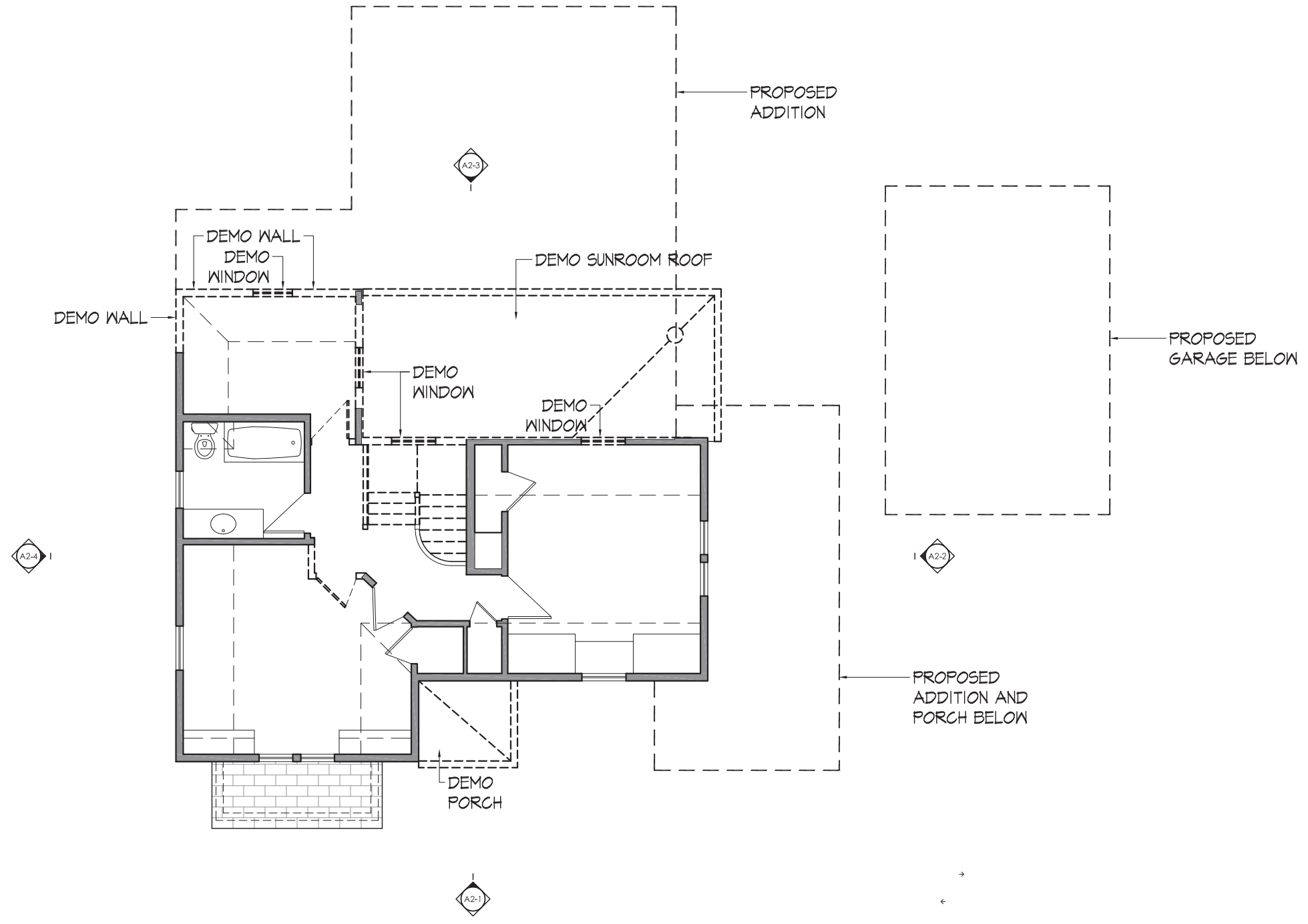
96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

EXISTING
CONDITIONS

NOVEMBER 8, 2018

EXISTING
SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

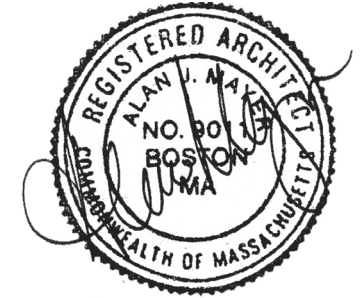


A1-2



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HEIMLICH
RESIDENCE

96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

EXISTING
CONDITIONS

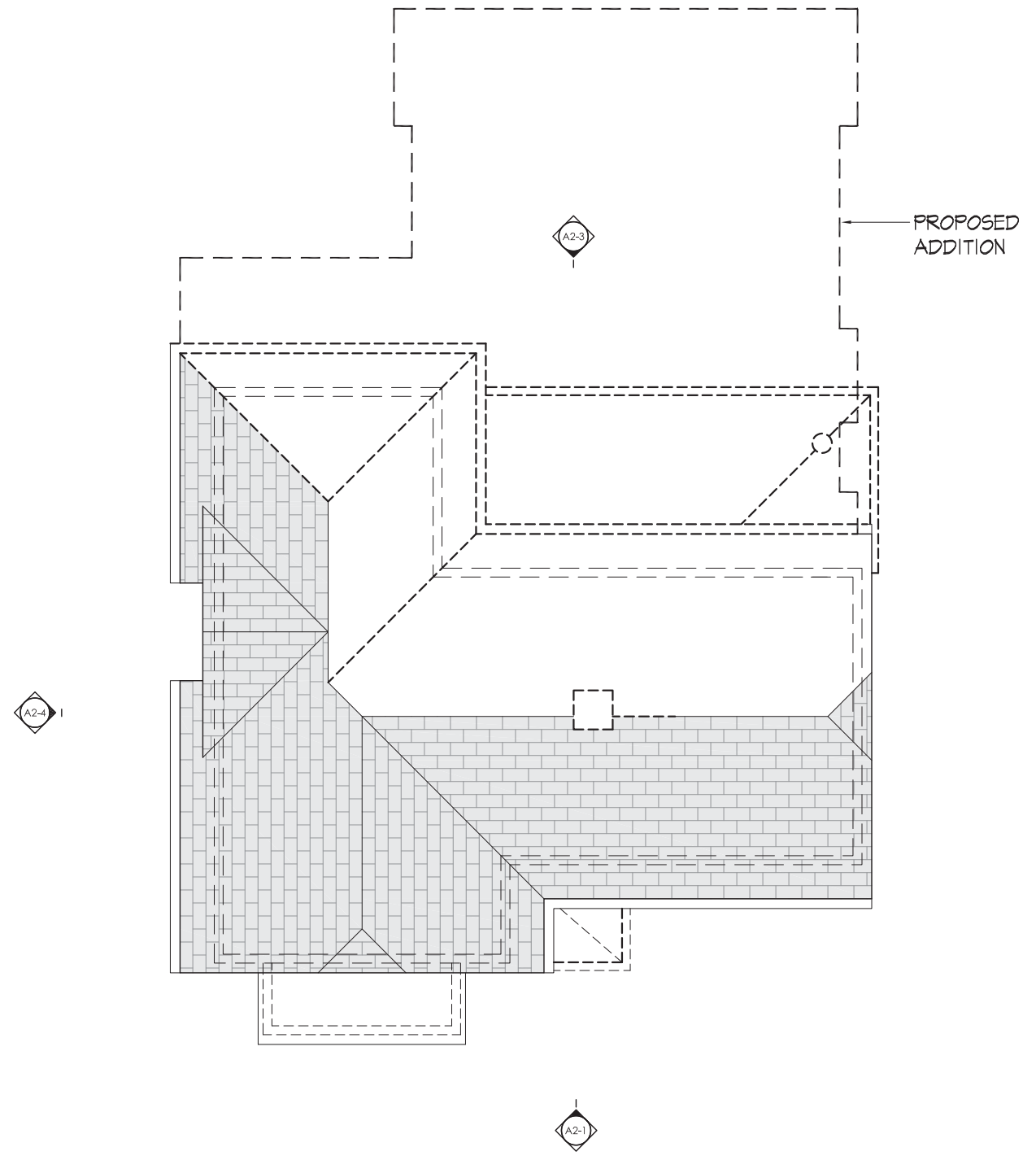
NOVEMBER 8, 2018

EXISTING
ROOF PLAN

SCALE: 1/8" = 1'-0"



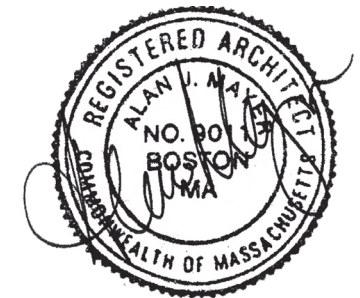
A1-3



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ARCHITECTS

TEL: 617 916 0774
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1647 BEACON STREET, WABAN, MA 02468



HEIMLICH
RESIDENCE

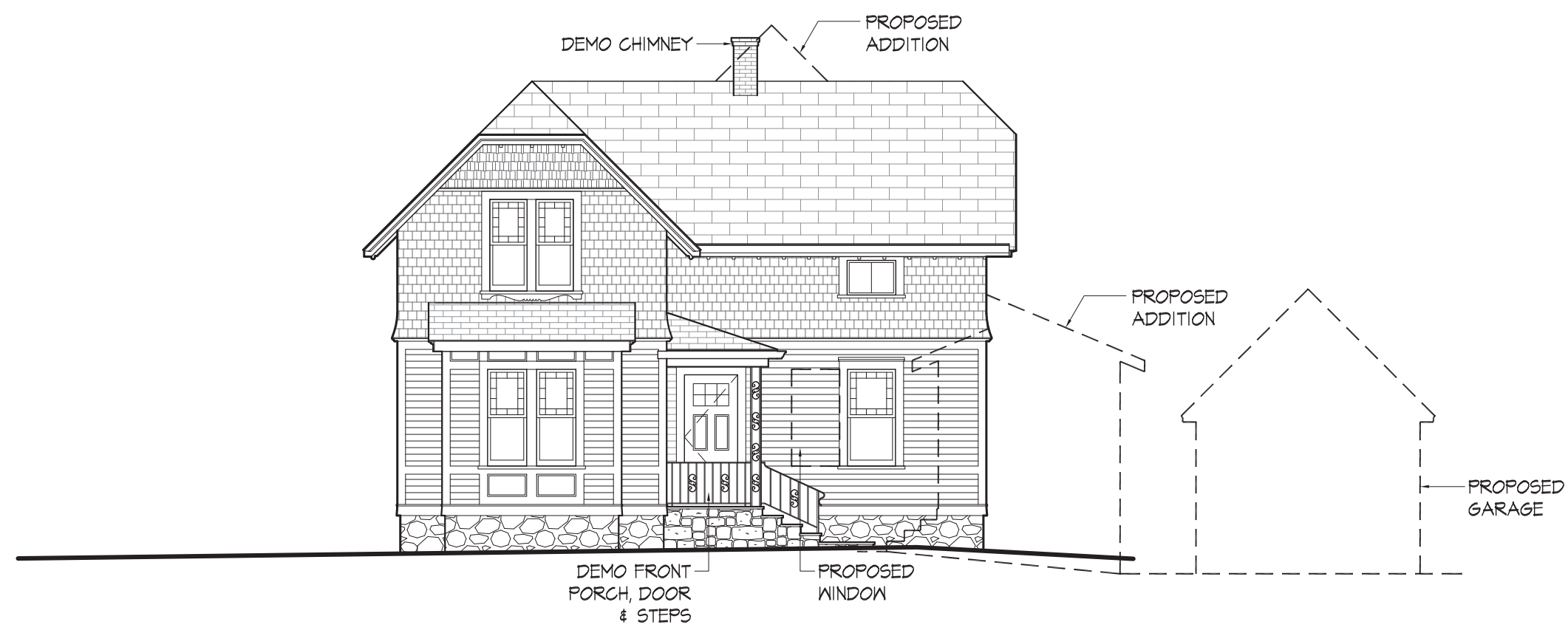
96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

EXISTING
CONDITIONS

NOVEMBER 8, 2018

EXTERIOR
ELEVATIONS

SCALE: 1/8" = 1'-0"



1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

A2-1



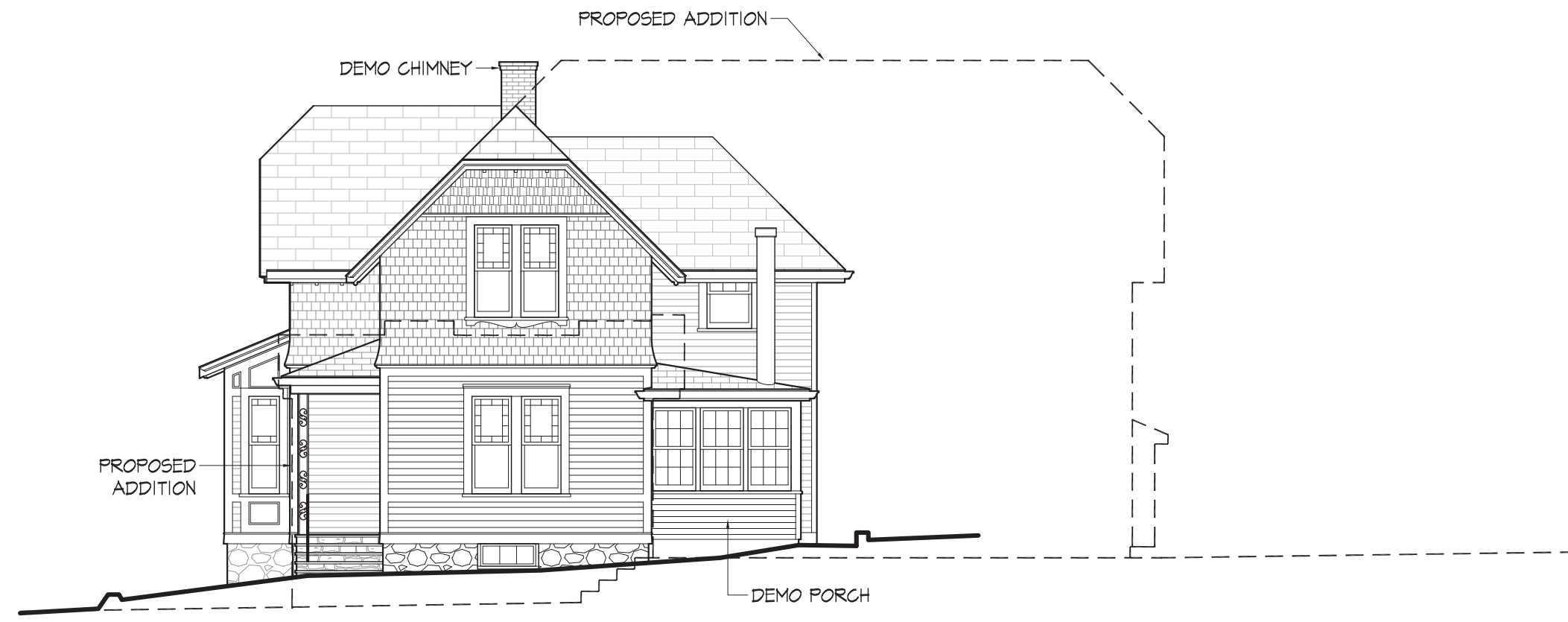
MAYER + ASSOCIATES
ARCHITECTS

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FAX: 857 404 0210
1647 BEACON STREET, WABAN, MA 02468



HEIMLICH
RESIDENCE

96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466



EXISTING
CONDITIONS

NOVEMBER 8, 2018

EXTERIOR
ELEVATIONS

SCALE: 1/8" = 1'-0"



1 SIDE ELEVATION
SCALE: 1/8" = 1'-0"

A2-2



MAYER + ASSOCIATES
ARCHITECTS

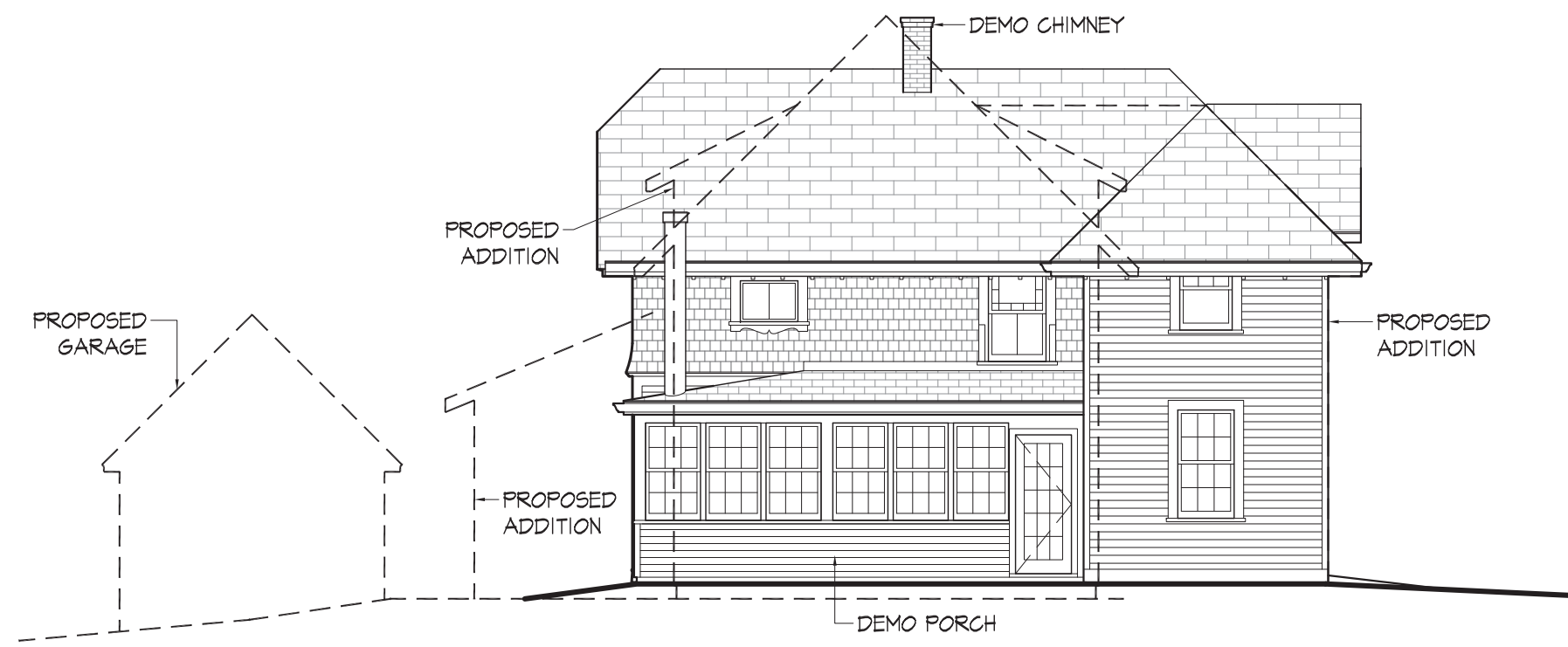
TEL: 617 916 0774
FAX: 857 404 0210

1647 BEACON STREET, WABAN, MA 02468



HEIMLICH
RESIDENCE

96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

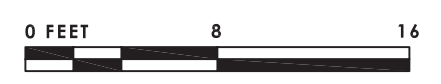


EXISTING
CONDITIONS

NOVEMBER 8, 2018

EXTERIOR
ELEVATIONS

SCALE: 1/8" = 1'-0"



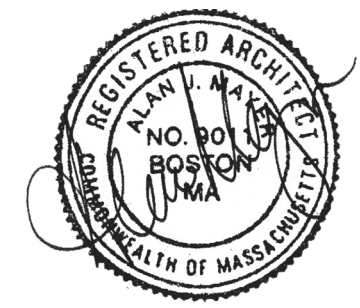
1 REAR ELEVATION
SCALE: 1/8" = 1'-0"

A2-3



MAYER + ASSOCIATES
ARCHITECTS

TEL. 617 916 0774
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1647 BEACON STREET, WABAN, MA 02468



HEIMLICH
RESIDENCE

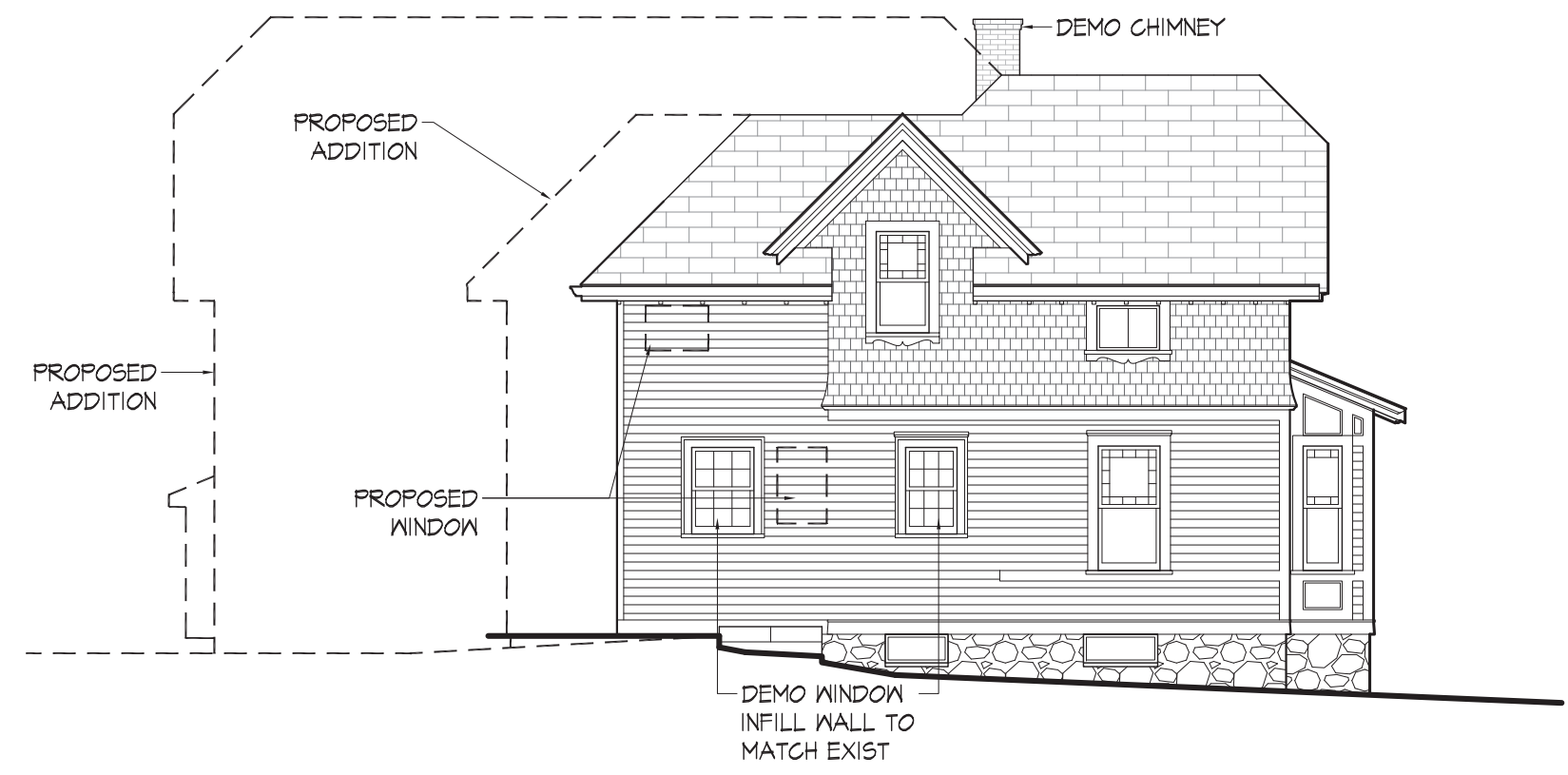
96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

EXISTING
CONDITIONS

NOVEMBER 8, 2018

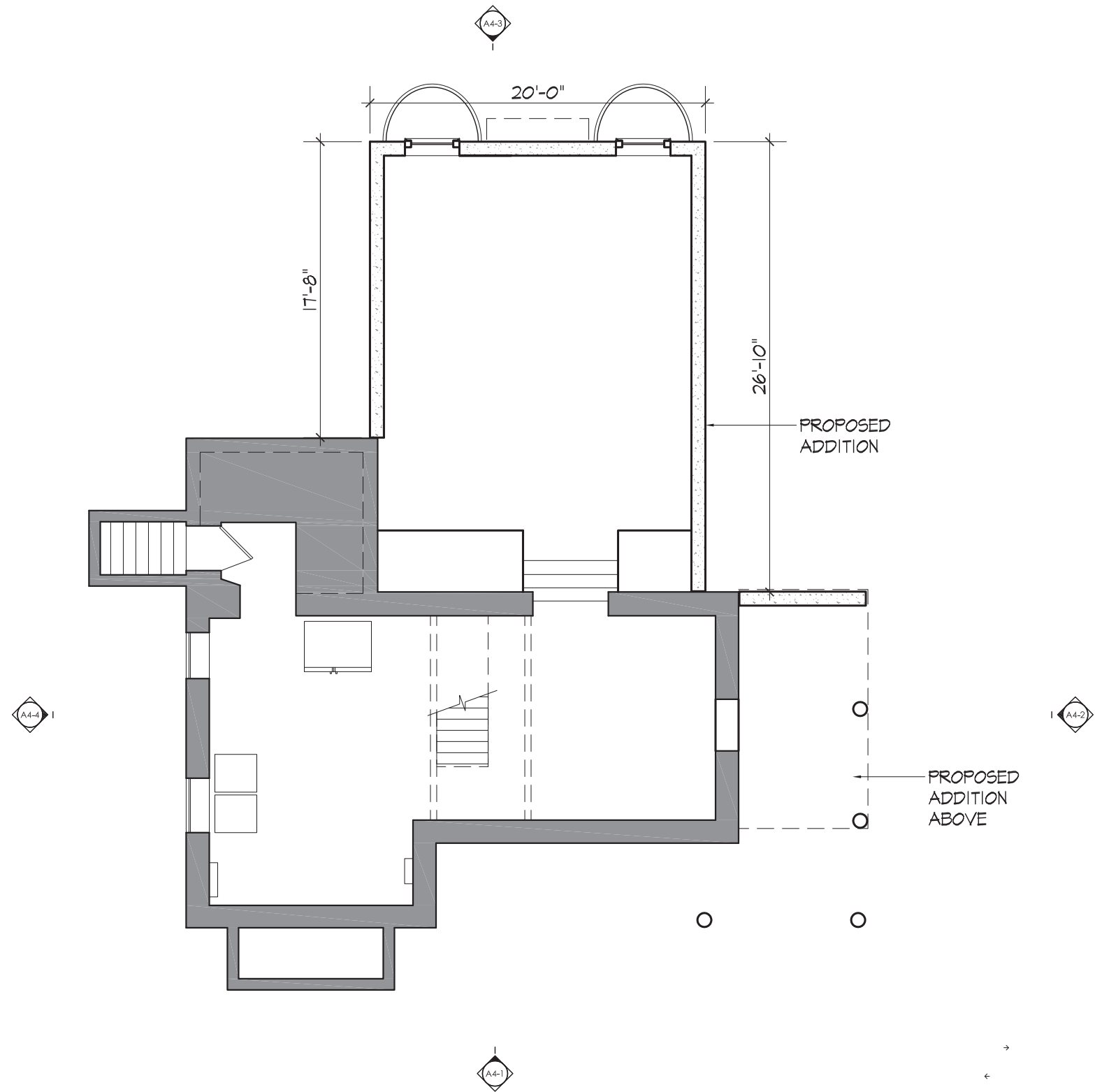
EXTERIOR
ELEVATIONS

SCALE: 1/8" = 1'-0"

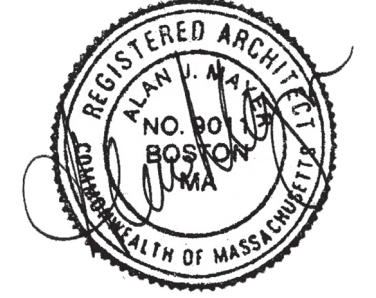


1 SIDE ELEVATION
SCALE: 1/8" = 1'-0"

A2-4



MAYER + ASSOCIATES
 ARCHITECTS
 TEL: 617 916 0774
 FAX: 857 404 0210
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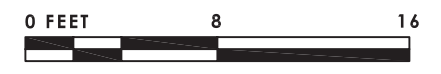


HEIMLICH
 RESIDENCE
 96 HAWTHORNE AVENUE
 AUBURNDALE, MA 02466

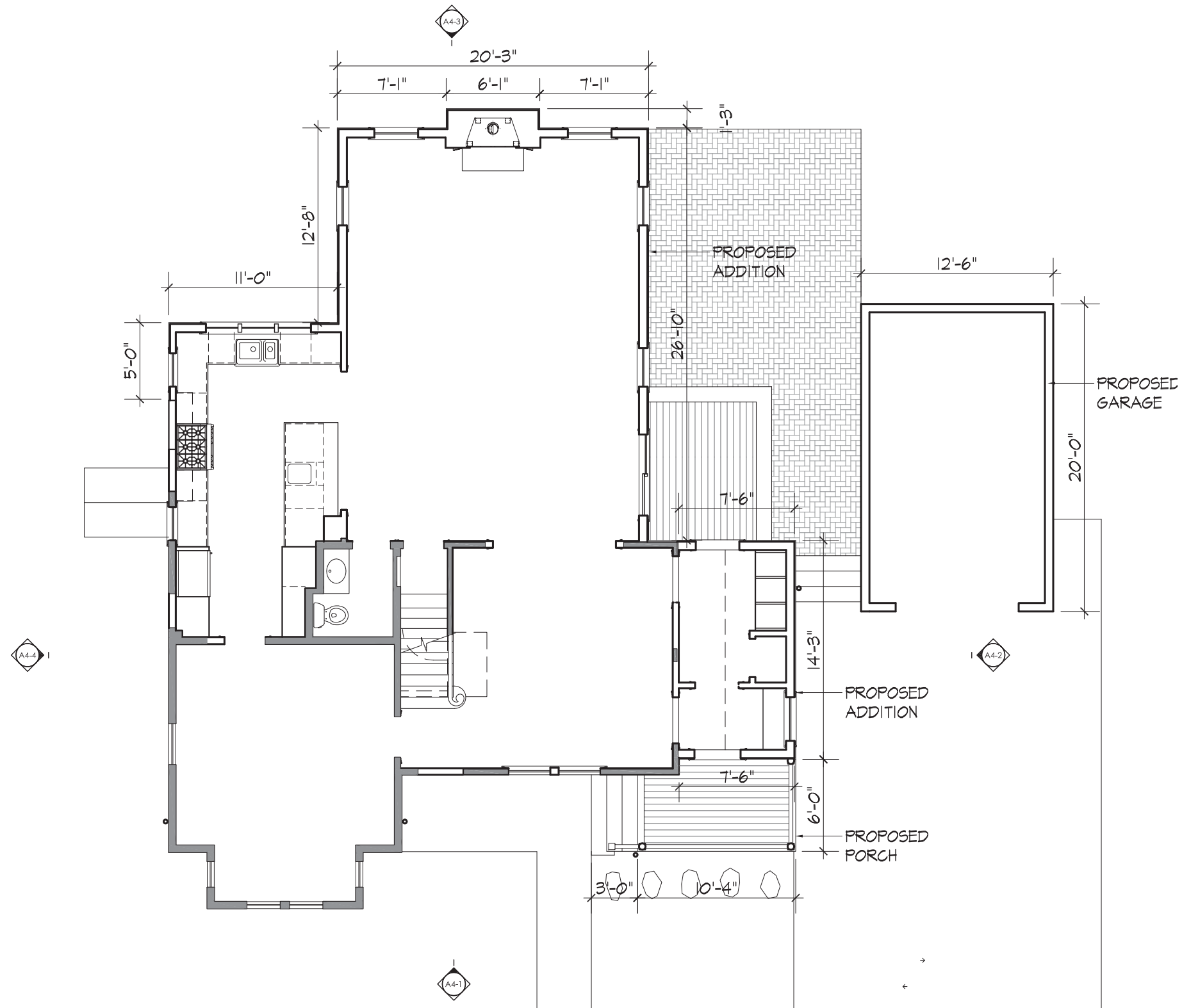
PROPOSED
ADDITIONS
 NOVEMBER 8, 2018

PROPOSED
BASEMENT PLAN

SCALE: 1/8" = 1'-0"



A3-0



MAYER + ASSOCIATES
 ARCHITECTS
 TEL: 617 916 0774
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HEIMLICH
 RESIDENCE
 96 HAWTHORNE AVENUE
 AUBURNDALE, MA 02466

PROPOSED
ADDITIONS
 NOVEMBER 8, 2018

PROPOSED
FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



A3-1



MAYER + ASSOCIATES
ARCHITECTS

TEL: 617 916 0774
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HEIMLICH
RESIDENCE

96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

PROPOSED
ADDITIONS

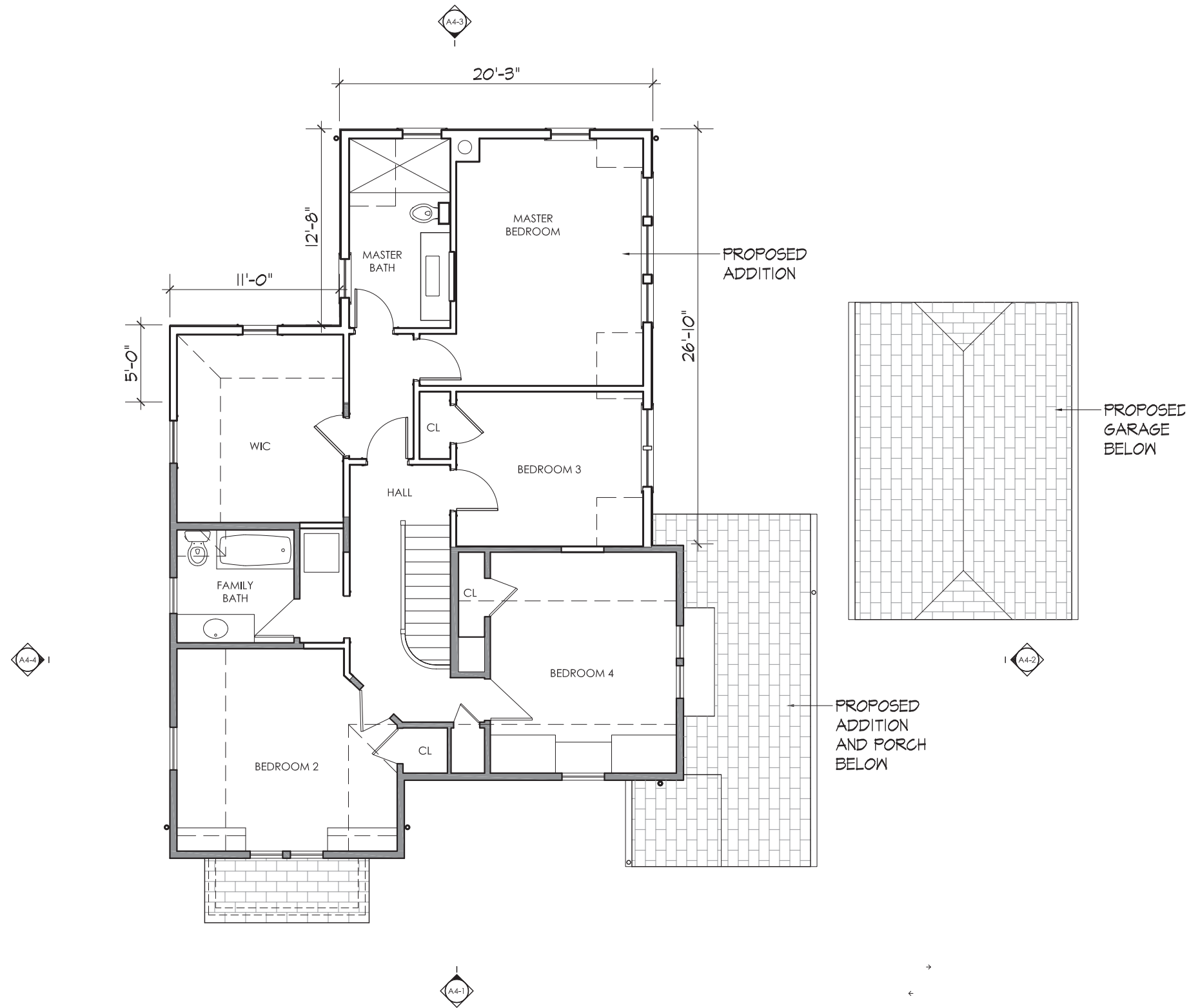
NOVEMBER 8, 2018

PROPOSED
SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



A3-2

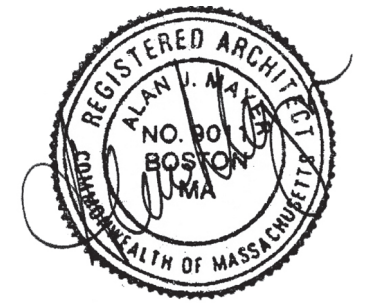




MAYER + ASSOCIATES
ARCHITECTS

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HEIMLICH
RESIDENCE

96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

PROPOSED
ADDITIONS

FEBRUARY 9, 2018

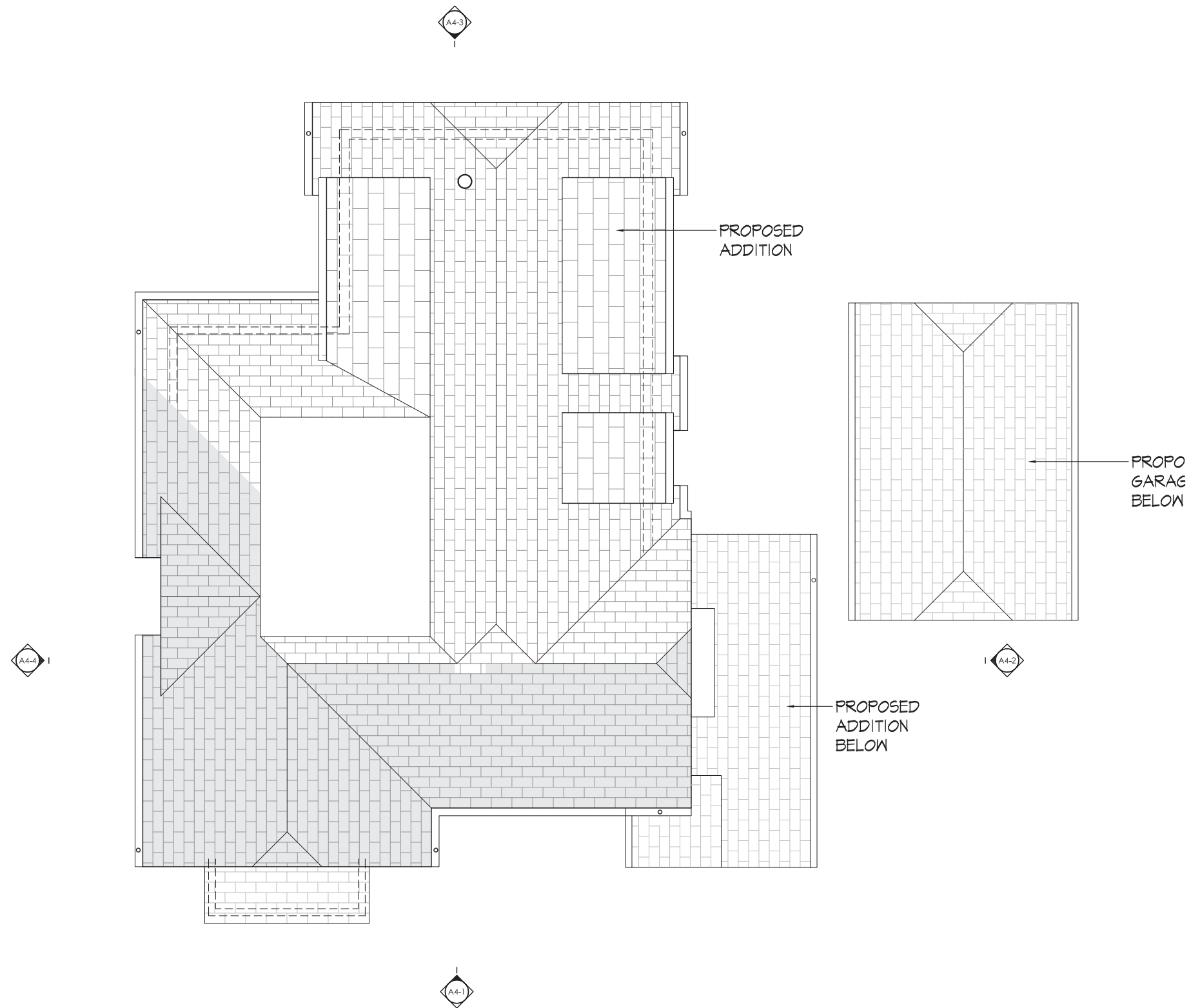
REVISED
JULY 19, 2018

PROPOSED
ROOF PLAN

SCALE: 1/8" = 1'-0"



A3-3



MAYER + ASSOCIATES
ARCHITECTS

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HEIMLICH
RESIDENCE

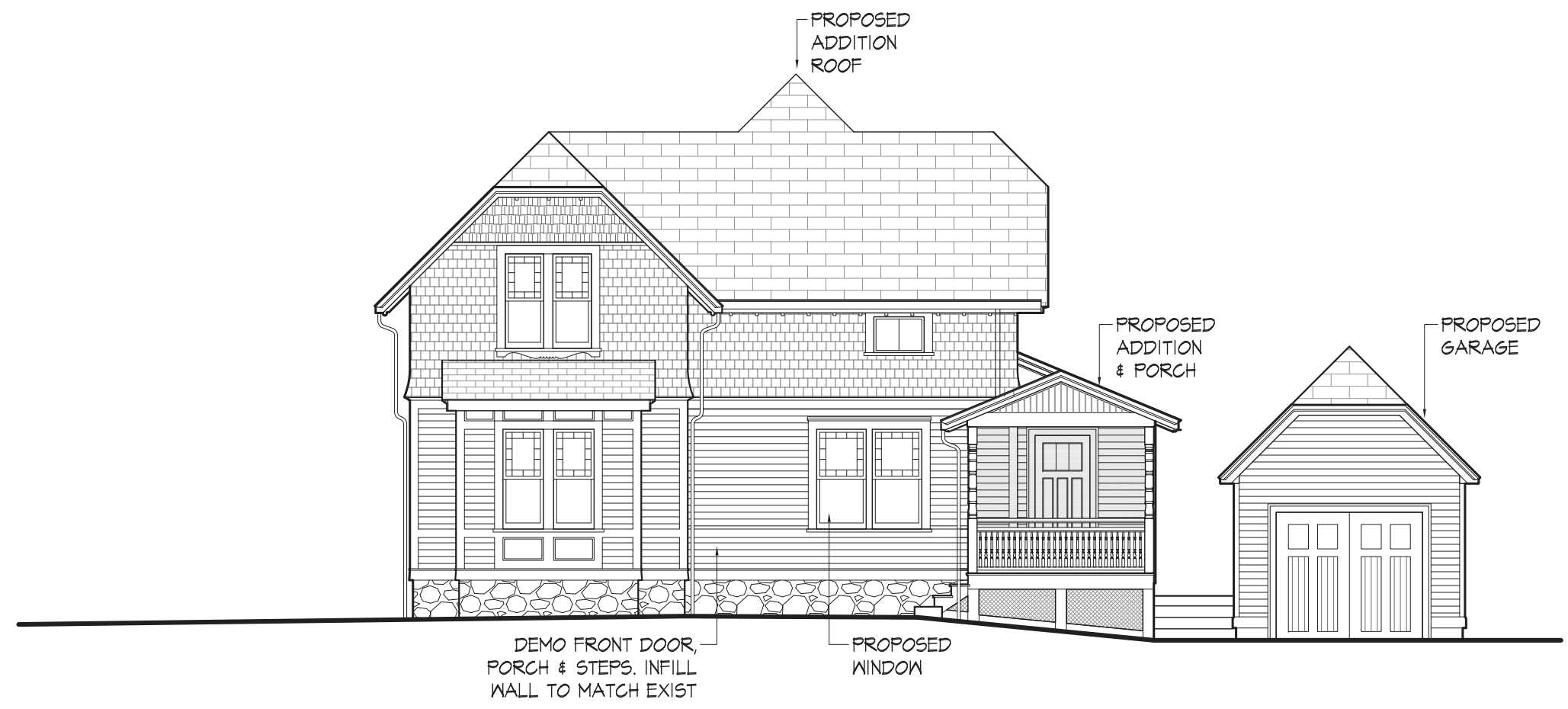
96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466

PROPOSED
ADDITIONS

NOVEMBER 8, 2018

EXTERIOR
ELEVATIONS

SCALE: 1/8" = 1'-0"



1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

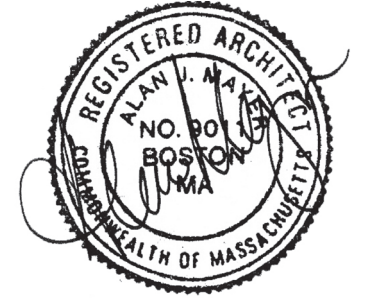
A4-1



MAYER + ASSOCIATES
ARCHITECTS

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HEIMLICH
RESIDENCE

96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466



PROPOSED
ADDITIONS

NOVEMBER 8, 2018

EXTERIOR
ELEVATIONS

SCALE: 1/8" = 1'-0"



1 SIDE ELEVATION
SCALE: 1/8" = 1'-0"

A4-2



MAYER + ASSOCIATES
ARCHITECTS

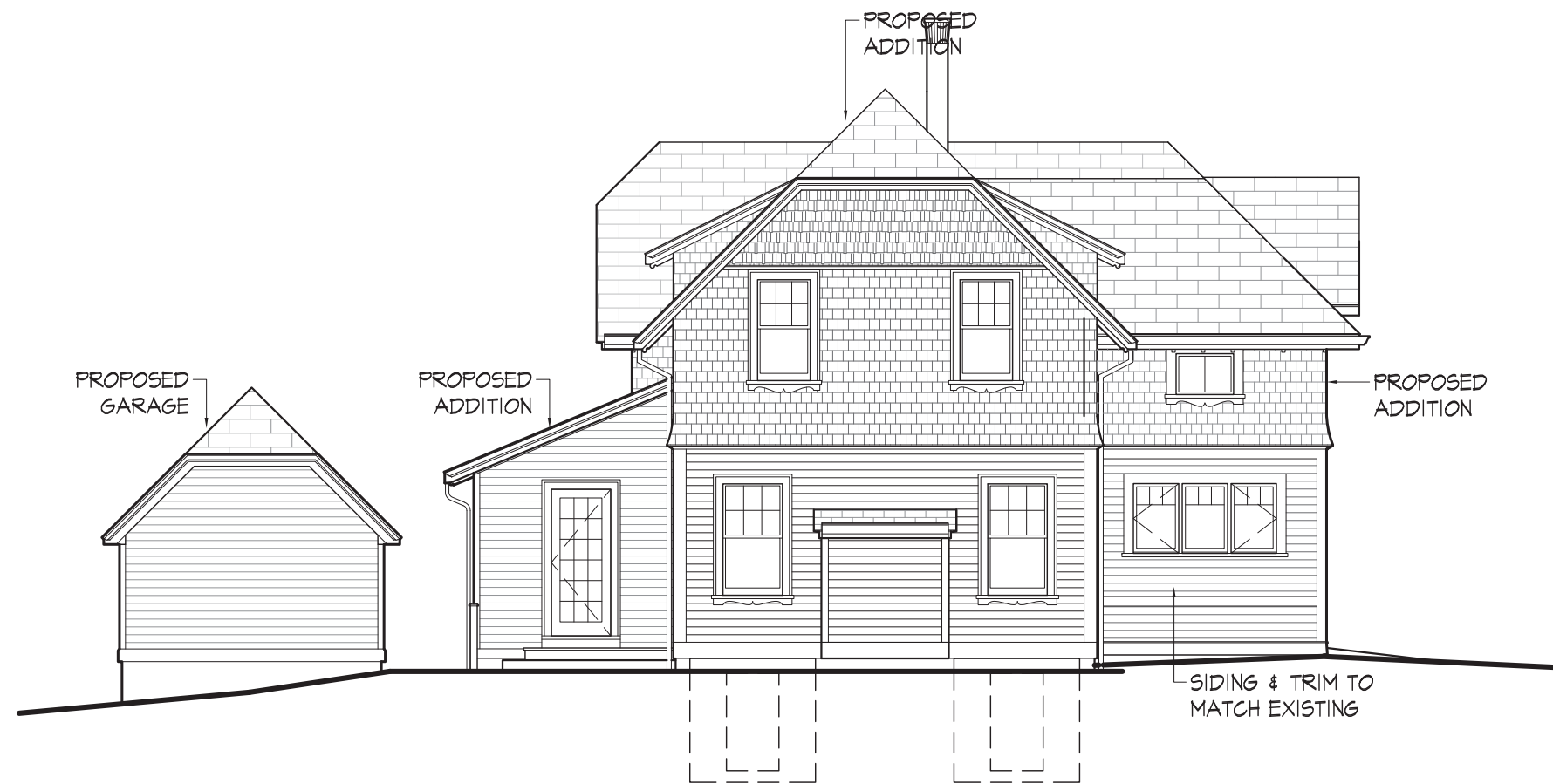
TEL: 617 916 0774
FAX: 857 404 0210

1647 BEACON STREET, WABAN, MA 02468



HEIMLICH
RESIDENCE

96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466



PROPOSED
ADDITIONS

NOVEMBER 8, 2018

EXTERIOR
ELEVATIONS

SCALE: 1/8" = 1'-0"



1 REAR ELEVATION
SCALE: 1/8" = 1'-0"

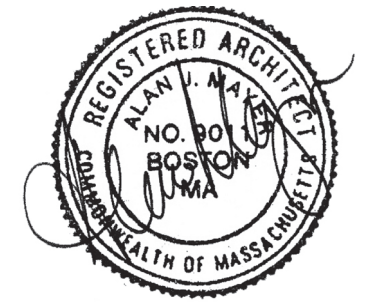
A4-3



MAYER + ASSOCIATES
ARCHITECTS

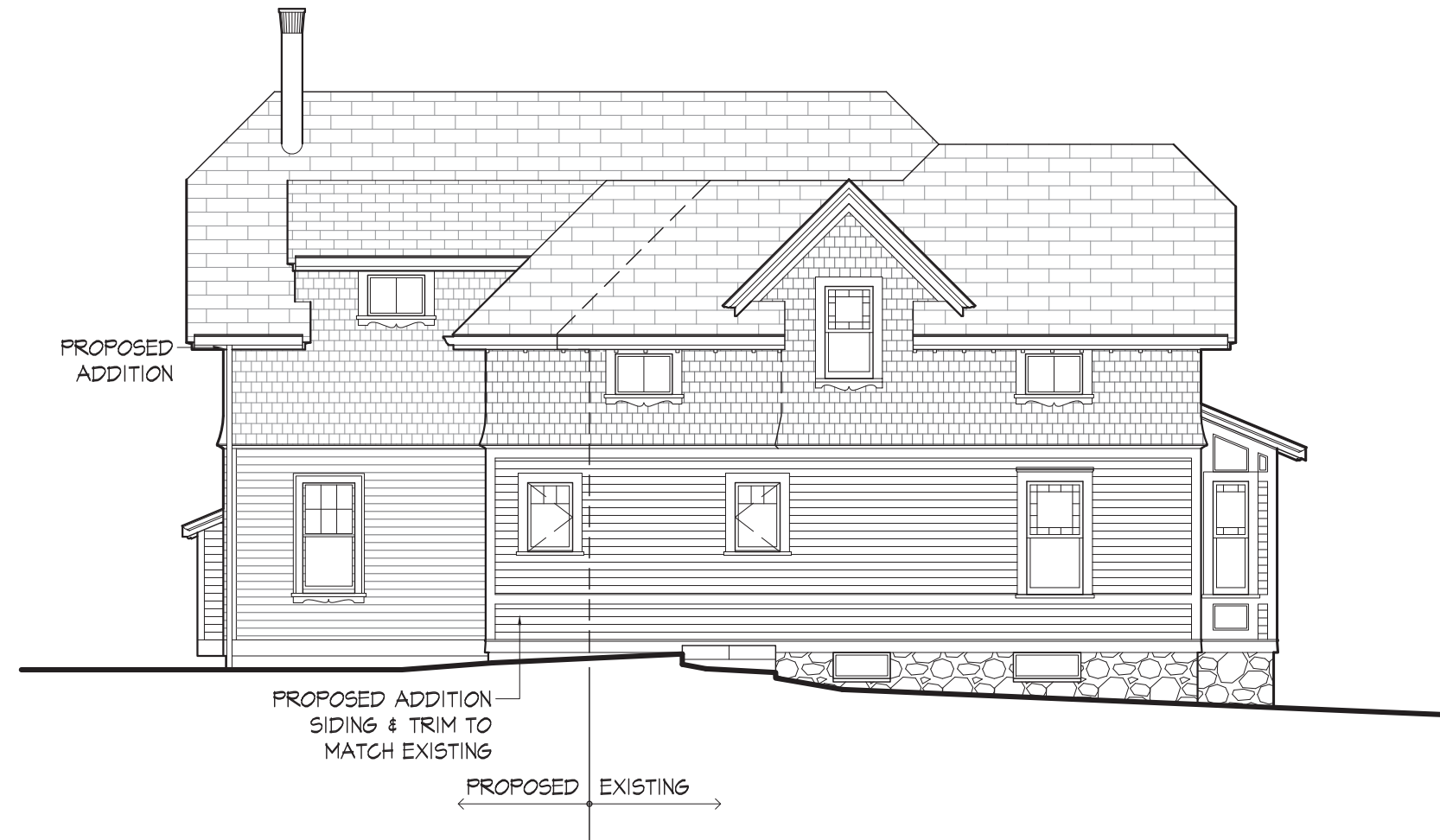
TEL: 617 916 0774
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HEIMLICH
RESIDENCE

96 HAWTHORNE AVENUE
AUBURNDALE, MA 02466



PROPOSED
ADDITIONS

NOVEMBER 8, 2018

EXTERIOR
ELEVATIONS

SCALE: 1/8" = 1'-0"



1 SIDE ELEVATION
SCALE: 1/8" = 1'-0"

A4-4