



This form was received on the date stamped here:

TOWN OF WAREHAM

ZONING BOARD OF APPEALS APPLICATION FOR A:

- VARIANCE
- SPECIAL PERMIT
- SITE PLAN REVIEW
- APPEAL

Certain uses are allowed in zoning districts only by means of a Variance and/or Special Permit from the Zoning Board of Appeals. Those uses are indicated in the Wareham Zoning By-Laws. Permits may be issued only after a public hearing. To apply for a public hearing for a Permit from the Zoning Board of Appeals, please do the following:

- Complete this form.
- Read information packets. (Directions attached)
- Submit application form and packet of information to Town Clerk for signature.
- Submit application form to Town Collector for signature.
- Submit completed form, packets, and appropriate fees** to the Planning and Community Development Office.

** See Directions for fees, or ask at the Planning and Community Development Office.

I hereby apply for a [check applicable]: Variance Special Permit Site Plan Appeal for a use at the following place:

STREET & NUMBER: 19 NICHOLAS DR MAP: 57 LOT: W1S13
ZONING DISTRICT: MR30

USE REQUESTED: _____
OWNER OF LAND & BUILDING: Samiat Fion
ADDRESS OF OWNER: 19 NICHOLAS DR WAREHAM 02571
PERSON(S) WHO WILL UTILIZE PERMIT: _____
ADDRESS: _____
DATE: 12-18/23 SIGNATURE: _____

WAREHAM TOWN CLERK
2023 DEC 27 AM 11:16

Town Clerk: _____ Date: _____
Tax Collector: _____ Date: 10/23/23 12/7/23
Planning/Zoning Dept.: Tonia Raposo Date: 12.27.23
Application fee paid: 300.00 Check #: 32242178-2 Receipt: _____
Advertising fee paid: 150.00 Check #: 32242176-0 Receipt: _____
Abutters fee paid: 27.72 Check #: 32242179-1 Receipt: _____

SHEET NOT TO BE POSTED
FOR OFFICE USE ONLY

TOWN OF WAREHAM

APPLICANT/CONTRACTOR/REPRESENTATIVE INFORMATION SHEET

Check Applicable: _____ Variance _____ Special Permit _____ Site Plan _____ Appeal _____

Date stamped in: _____ Date decision is due _____

Applicant's Name: SAMIAT FINNI

Applicant's Address: 19 NICHOLAS DR WAREHAM 02571

Telephone Number: 508-241-6301

Cell Phone Number: _____

Email Address: YOSAMIAM@HOTMAIL

Address of Property/Project: 19 NICHOLAS DR WAREHAM 02571

Landowner's Name: SAMIAT FINNI

Owner's Address: 19 NICHOLAS DR WAREHAM 02571

Telephone Number: 508-241-6301

Contact Person: SAMIAT FINNI Telephone Number: 508-241-6301

Map 57 Lot WS13 Zone MR30

Date Approved _____ Date Denied _____

Comments: _____



TOWN OF WAREHAM
Department of Inspectional Services

54 Marion Road
Wareham, Massachusetts 02571
(508) 291-3100 Ext. 3190 * F 508-291-3510
inspections@wareham.ma.us * www.wareham.ma.us

DEBRIS DISPOSAL FORM

JOB/ PROPERTY ADDRESS:

19 NICHOLAS DR. WAREHAM MA. 02571

DESCRIPTION OF WORK:

ACCESSORY DWELLING

In accordance with the provisions of MGL c40.S 54 a condition of a Building Permit being issued in the Commonwealth of Massachusetts, is that the debris resulting from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by MGL c111. S 150A.

The debris will be disposed of at:

NEW BEDFORD WASTE SERVICES
Name & Location of Facility


Signature of Permit Applicant

1/1/2020
Date

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT			
FINNI SAMMAT	19 NICHOLAS DR	1 Level	2 Public Water	1 Paved	2 Suburban	Description	Code	Appraised	Assessed
						RES BLDG	1010	126,706	126,706
						RES LAND	1010	81,200	81,200
						WAREHAM, MA			
All Parcel ID Total Ac .17 District 10 S.C.E. GIS ID M_264105_833214 Assoc Pid# 26-2005						VISION			

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	QU	VI	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)					
FINNI SAMMAT	31184	0191	08-22-2005	U	I	150,000	1N	Year	Code	Assessed	Year	Code	Assessed
WANCO MANAGEMENT INC	23545	0161	11-29-2002	U	V	195,000	1B	2024	1010	126,706	2023	1010	134,006
		0				0		2010	1010	81,200	2010	1010	73,900
Total		0.00						207,906		207,906		207,906	

EXEMPTIONS		Amount	Code	Description	Number	Amount	OTHER ASSESSMENTS	
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int
Total		0.00						

ASSESSING NEIGHBORHOOD		Nbhd Name	Tracing	Batch
Nbhd	0050	B		

FORMERLY PART OF 1004/A1
 C/O 06/08/05
 57WS13
 18 SOLAR PANELS
 NOTES
 FUNC= 5 UBM
 SALES RESTRICTED PROPERTY-CHAPA

BUILDING PERMIT RECORD									
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date
R15-497	11-05-2015	SOL	Solar Panels	18,000	02-25-2016	100		18 SOLAR PANELS	02-25-2016
R15-246	10-21-2015	AD	Addition	30,000	02-25-2016	100		24 X 24 ADDTN, DECK	07-05-2005
R15359	10-02-2014	SH	Shed	1,500		0		SHED 12 X 18	
R1100839	06-27-2011	MS	Misc.	2,000		100		INSUL,AIR SLNG,INSUL	
05708F	01-19-2005	ND	Nw Dwelling	132,096	07-01-2005	100	06-08-2005	1412 ND	

LAND LINE VALUATION SECTION

#	Use Cod	Description	Zone	D	Front	Depth	Land Units	Unit Price	I. Factor	S. A.	Acres	CFact	St. ldx	Adj.	Notes	Special Pricing	S. AdjF	Adj Unit	Land Value																					
1	1010	SINGLE FAMILY	MFR3	1	0	0	7.364	SF	11.26	1.00000	5	1.000	0.98	0050	1.00	ESMNT	0	1.0000	81,200																					
Total Card Land Units																			0.17	AC	Parcel Total Land Area																			0.17
Total Land Value																			81,200																					



TOWN of WAREHAM
Massachusetts
BUILDING DEPARTMENT

Paul Turner
Director of Inspectional Services

October 17, 2023

**CERTIFIED MAIL
REGULAR USPS**

Ms. Samiat Finni
19 Nicholas Drive
Wareham, Massachusetts 02571

RE: 19 Nicholas Drive, Accessory Apartment / Map 57, RWS13

NOTICE OF VIOLATION

Ms. Finni,

It has come to the attention of the Building Department that you have constructed an Accessory Apartment in your home located at 19 Nicholas Drive. This project, consisting of 528 square feet of living space containing a kitchen, living room, bedroom and a full bathroom was not permitted by the Town of Wareham for building, electrical, plumbing or gas. The physical independent apartment was verified by myself and Mr. George Stuart on October 2, 2023 with you in attendance.

The subject lot is located in the MR-30 zoning district, which does not allow accessory apartments. An Accessory Apartment is defined as a second dwelling unit located within or attached to a structure originally designed, constructed and occupied as a detached single-family dwelling unit in a manner that maintains the appearance of the structure as a detached single-family home. The subject lot contains 7,364 square feet of area has 50.37 feet of frontage.

You applied for a building permit, B-23-627, submitted October 10, 2023 for the existing accessory apartment. Your application is being denied at this time under the following sections of the Wareham By-Law.

Article 3: Use Regulations, 330 Table of Accessory Use Regulations, MR-30, Accessory Apartment; Not Allowed.

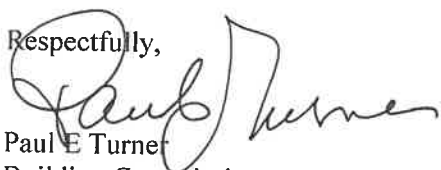
Ms. Finni, you may seek relief from the Zoning Board of Appeals in the form of an **Use Variance** for the above mentioned use and if granted you will need to apply for a new building permit for the apartment. The apartment will have to be inspected and approved by the various inspectors that will require a minimum removal of all the sheetrock to expose the framing and insulation. At the site meeting you stated that you installed the electrical and plumbing systems. As a homeowner you are allowed to perform electrical work on a home you own and reside in but the plumbing and gas needs to be installed by a licensed and insured plumber and this aspect of the inspection process will require that all the plumbing and gas piping be removed and reinstalled by a licensed, insured and permitted plumber and gas fitter.

REMEDY

If relief is not applied for or granted by the Zoning Board of Appeals the basement apartment will need to be decommissioned. Decommissioning of the apartment is to take place within 30 days of receipt of this letter if no relief is applied for or decommissioned within the parameters set forth by the negative finding of the Zoning Board of Appeals.

The subject dwelling is located in **MR-30** zoning district.

Respectfully,


Paul E Turner
Building Commissioner
Zoning Enforcement Officer

In accordance with the provisions of MGL chapter 40A §§ 15, you may apply to the Zoning Board of Appeals for the above noted relief within thirty (30) days of receipt of this letter.

In accordance with the provisions of the Town of Wareham By-Laws 1442.2: Any person, firm or corporation violating any provisions of the By-Law shall be liable for a fine of not more than three hundred dollars (\$300.00) for each violation. Each day that a violation shall constitute a separate offence.

10/02/23

ZONING BOARD OF APPEALS

In 2020 my 23-year-old daughter was in desperate need of housing due to the fact the Covid Pandemic had affected her physically, financially, and mentally. She does suffer from bipolar depression.

I am seeking a variance use permit for the accessory dwelling I have constituted in the existing basement. The fully finished basement includes a single bedroom with closet, 3-piece bathroom, kitchen with gas stove, gas washer and dryer, required fire alarms, 3 egress windows and a sliding glass door to walk out access.

I would like to use the space to house my daughter. Despite her mental disability she is currently in nursing school, and it would be a detriment to us at this time. With the uncertainty of the economy and this financially difficult era we are in, I would like the option of renting out this unit to secure my family's financial future if need be.

Thank you for your time and consideration in this matter.

Sincerely,

Samiat Finni

19 Nicholas Dr Wareham Ma. 02571

508-241-6301

19 NICHOLAS DR

R-15-426

GIS #:	14908
Map:	57
Block:	
Lot:	WS13
Category:	Add / Alter
Permit #	R-15-426
Project #	JS-2015-001264
Est. Cost:	\$30,000.00
Fee Charged:	\$296.64
Balance Due:	\$.00
Const. Class:	
Use Group:	
Lot Size(sq. ft.):	7364.0000808
Zoning:	MR30
Units Gained:	
Units Lost:	
Dig Safe #:	

COMMONWEALTH OF MASSACHUSETTS
TOWN OF WAREHAM



BUILDING PERMIT

PERMISSION IS HEREBY GRANTED TO:

Contractor: Homeowner as Contractor **License:** **Expires:**

Owner: FINNI SAMIAT

Applicant: FINNI SAMIAT

AT: 19 NICHOLAS DR

ISSUED ON: 21-Oct-2014

AMENDED ON:

EXPIRES ON:

TO PERFORM THE FOLLOWING WORK:

ADDITION- 24' X 24'

POST THIS CARD SO IT IS VISIBLE FROM THE STREET

Electric Underground: Service: Rough: <i>[Signature]</i> Final:	Gas Underground: Meter: Rough: <i>0</i> Final:	Plumbing Underground: Rough: <i>OK 10/2/16</i> Final: <i>OK 9/20/2015</i>	Building Excavation: Footings: Foundation: Rough Frame: Fireplace/Chimney: Insulation: <i>11/3/15 Huber</i> Final: Treasury:
D.P.W. Meter: House # Water: Sewer:	Fire Oil: Smoke: <i>H. B. A. 2/9/18</i> Alarm: Sprinklers:	Health Assessor Final:	

THIS PERMIT MAY BE REVOKED BY THE TOWN OF WAREHAM UPON VIOLATION OF ANY OF ITS RULES AND REGULATIONS.

"Persons contracting with unregistered contractors do not have access to the guaranty fund (as set forth in MGL c.142A)"

Signature: *[Signature]*

Fee Type:	Receipt No:	Date Paid:	Check No:	Amount:
Building Permit	REC-2015-002159	21-Oct-14	664	\$288.00
3%	REC-2015-002160	21-Oct-14	664	\$8.64



HUNT'S PROFESSIONAL

BASEMENT WATERPROOFING

INVOICE

38 Willard St
New Bedford, MA 02744
Phone: 774-451-8019
Professionalbasement@gmail.com

Date 03/14/08
Invoice # 68

PROPOSAL FOR:

Sammie
63 New Bedford rd.
Wareham, Ma
(508)241-6301

Column1	Description	Unit price	Amount	Discount Applied
1	perimeter drain system	\$3,520.00		
2	Sump install	\$1,400.00		
3	Window well repairs	\$1,400		
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
		\$6,320	\$ 6,320.00	
Subtotal				

Make all checks payable to Hunt's Professional Basement Waterproofing. If you have any questions concerning this proposal, contact Johnathan Hunt at 774-451-8019 professionalbasement@gmail.com. Thank you for your business!

Payment Received	\$ 6,320.00
Balance Due	\$6,320



Home Owner/Customer



Johnathan Hunt

Nicholas Drive

50.37'

Map 57

Lot WS-13

12.9'

12.3'

Ex Dwelling #19

Ex. Bulkhead

Prop. 24' x 24' ADDN.

142.35'

147.48'

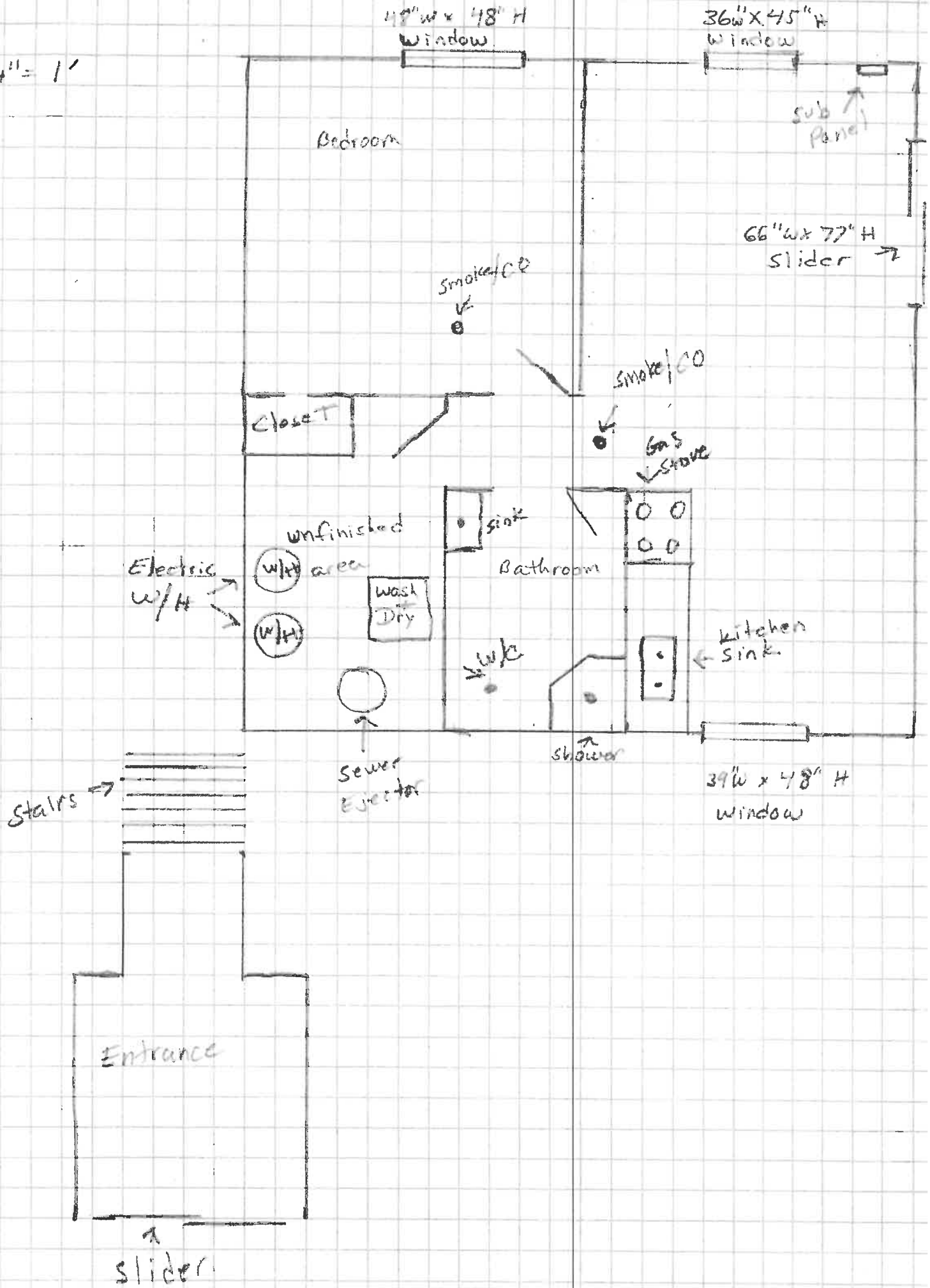
26.1' Remove and replace Ex. Bulkhead

EASEMENT

64.34'



1/4" = 1'



26-2005

W/1
N

103101
Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
22 AUG 2005 03:09PM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 31184 Pg 191-207

DEED

WANCO MANAGEMENT, INC., a Massachusetts Corporation with a business address at 3119 Cranberry Highway, Unit 5A, Wareham, Plymouth County, Massachusetts ("Grantor")

for consideration of One Hundred Fifty Thousand Dollars 00/100 (\$150,000.00) paid

grant to SAMIAT FINNI ("Grantee") 19 Nicholas Drive, Wareham, MA

with QUITCLAIM COVENANTS

The land with the buildings thereon in Wareham, Plymouth County, MA, shown as LOT WS13 on a plan of land entitled "Comprehensive Permit Plan Cromesett Landing Title Sheet" off Camardo Drive, Wareham, MA, prepared for Wanco Management, Inc., date 03-24-03, which plan is recorded as Plan 601 of 2004 in Plymouth County Registry of Deeds, Plan Book 48 Page 449.

Lot WS13 is also shown on "Plan of Land in Wareham, MA, Cromesett Landing, Wareham, MA, Prepared for: Wanco Management, Inc, dated March 7, 2005" and recorded in the Plymouth County Registry of Deeds as plan 259 of 2005 in Book 49, Page 682.

Subject to the following encumbrances of record:

Monitoring Services Agreement recorded in Plymouth Registry of Deeds, Book 29701, Page 133.

Comprehensive Permit recorded in Plymouth Registry of Deeds, Book 28779, Page 184, as modified in Plymouth Registry of Deeds, Book 29584, Page 1.

Regulatory Agreement recorded in Plymouth Registry of Deeds, Book 29701, Page 143. (See Deed Rider Attached hereto.)

Declaration of Protective Covenants and Restrictions recorded in Plymouth Registry of Deeds, Book 28837, Page 34, as amended in Plymouth Registry of Deeds, Book 30148, Page 272.

Wetlands Order of Conditions recorded in Plymouth Registry of Deeds, Book 26848, Page 142.

For title of the Grantor see the deed of Cromesett Realty Trust dated November 25, 2002, and recorded at the Plymouth County Registry of Deeds in Book 23545, Page 161.

PROPERTY ADDRESS: 19 Nicholas Drive, Wareham, MA

SAMIAT FINNI

LOCATION 19
Nicholas Dr.
SHEET 57
LOT WS13
AREA 7,362 SF
STAMPS 684.00
REMARKS 150,000

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund shall have the meaning set forth in Section 7 of the Regulatory Agreement.

Approved Capital Improvements means the documented commercially reasonable cost of capital improvements made to the Property, provided that such cost is approved by the Monitoring Agent and further provided that such cost was not previously included in the calculation of the Maximum Resale Price for any prior sale of the Property.

Example: The documented commercially reasonable cost of a new roof paid for by the Grantor may be included in the Maximum Resale Price on the sale to the Grantee, but the documented commercially reasonable cost of a new septic system included in the Maximum Resale Price when the Grantor purchased the Property is not included in calculating the Maximum Resale Price to the Grantee.

Area means the Primary Metropolitan Statistical Area which includes the Municipality.

Base Income Number means the most recently published Area median income number (MFI) as determined by HUD.

Chief Elected Official means, with respect to a city, the Mayor of such city, and with respect to a town, the Board of Selectmen of such town.

Closing shall have the meaning set forth in Section 4(d) hereof.

Compliance Certificate shall have the meaning set forth in Section 4(j) hereof.

Comprehensive Permit means the comprehensive permit issued by the Zoning Board of Appeals of the Municipality with respect to the Project, recorded in the Plymouth Registry of Deeds in Book 28779, Page 184;

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Developer means the entity designated as the Developer in the Regulatory Agreement.

Eligible Purchaser means an individual(s) or household who qualifies as a First-Time Homebuyer (unless otherwise specified in the Guidelines) earning no more than eighty percent (80%) of the Base Income Number and, if applicable, owning assets not in excess of the limit set forth in the Guidelines, as amended from time to time. If HUD discontinues publication of median income statistics, then the Monitoring Agent shall designate another measure of eligible income. To be considered an Eligible Purchaser, the individual(s) or household must intend to occupy and thereafter occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such

Regulatory Agreement means the Regulatory Agreement among the Project Administrator, the Monitoring Agent, the Municipality and the Developer dated and recorded with the Registry in Book 29701, Page 143.

Related Party shall have the meaning set forth in Section 6(a) hereof.

Resale Fee means two and one-half percent (2.5%) of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring compliance with the terms of this Deed Rider, including the resale process, as more fully described in Section 11 hereof.

Resale Price Certificate means the certificate issued by the Project Administrator and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued by the Monitoring Agent in accordance with Section 3 of the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Grantee's sale of the Property, according to the terms of this Deed Rider, for so long as the restrictions set forth herein continue.

Resale Price Multiplier means 1.81, which is the number set forth in the most recently recorded Resale Price Certificate. The original Resale Price Multiplier was calculated by the Project Administrator by dividing the Initial Sale Price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser, and unless a new Resale Price Certificate is recorded as provided below and in accordance with Section 3 of the Regulatory Agreement, this number will be multiplied by the Base Income Number at the time of resale by the Grantee to determine (in part) the Maximum Resale Price on such resale. In the event that the purchase price paid for the Property by the Grantee includes Approved Capital Improvements, the Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid (not including the Resale Fee) by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be recorded immediately following the recording of this Deed.

Example: Assume the Base Income Number at the time of the initial sale is \$80,800 and the Initial Sale Price is \$150,000. The Resale Price Multiplier would equal 1.86 ($150,000/80,800 = 1.86$). Then assume that at the time the initial purchaser sells the unit, the Base Income Number has increased to \$88,072 and the cost of Approved Capital Improvements (e.g., a new roof) equals \$5,000, the Maximum Resale Price (herein defined) would be calculated as follows: $\$88,072 \times 1.86 = \$163,814 + \text{the Resale Fee (herein defined)} + \$5,000$. If the subsequent purchaser sells the unit at a time when the Base Income Number is \$85,000, the Maximum Resale Price would be calculated as follows: (i) recalculated Resale Price Multiplier = 1.92 ($168,814/88,072 = 1.92$); (ii) $\$85,000 \times 1.92 = \$163,200 + \text{the Resale Fee} + \text{Approved Capital Improvements (if applicable)}$.

(b) The Monitoring Agent shall devote diligent marketing efforts to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above. If more than one Eligible Purchaser is located through diligent marketing efforts of the Monitoring Agent, it shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to the conveyance of the Property. The procedure for locating and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement.

(c) If an Eligible Purchaser is selected to purchase the Property, or if the Municipality elects to purchase the Property, the Property shall be conveyed by the Grantee to such Eligible Purchaser or to the Municipality as the case may be, by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Grantor to Grantee, (v) such additional easements, restrictions, covenants and agreements of record as the Eligible Purchaser or the Municipality, as applicable, consents to, such consent not to be unreasonably withheld or delayed, and (vi) a Deed Rider satisfactory in form and substance to the Monitoring Agent which the Grantee hereby agrees to annex to said deed.

(d) Said deed shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the Eligible Purchaser (or the Municipality, if the Municipality is purchasing the Property), exercised by written notice to the Grantee at least five (5) days prior to the delivery of the deed, at such other place as the Eligible Purchaser (or the Municipality, if the Municipality is purchasing the Property) may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the Eligible Purchaser (or the Municipality if the Municipality is purchasing the Property) to the Grantee, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in subsection (a) above.

(e) To enable Grantee to make conveyance as herein provided, Grantee may, if so desired 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, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Grantee's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the Eligible Purchaser or the Municipality to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the Municipality's rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the Municipality's rights herein.

written notification from the first Eligible Purchaser that he/she/they are unable to complete the purchase, to find another Eligible Purchaser to purchase the Property.

(j) If the Monitoring Agent fails to locate an Eligible Purchaser who purchases the Property within ninety (90) days (with any requested additional time for closing details) after receipt of the Conveyance Notice (or within the sixty (60)-day period allowed under the previous subsection), and the Municipality does not purchase the Property during said period, then, subject to the provisions of subsection (i) of this Section 4, no later than six (6) months following expiration of such period, the Grantee may convey the Property to any third party at no less than fair market value free and clear of all rights and restrictions contained herein, including, but not limited to the Maximum Resale Price, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Municipality for deposit to its Affordable Housing Fund, if one exists in the Municipality, to be used by the Municipality for the purposes of encouraging, creating or subsidizing the construction or rehabilitation of affordable housing elsewhere in the Municipality or if no affordable housing fund exists, such excess shall be delivered to the Municipality as a gift for the aforementioned purposes and deposited into a fund established pursuant to G.L. c.44, §54A, in consideration of the loss of the Property as affordable housing after a final judicial determination that the Municipality is entitled to such excess, the costs of such determination to be deducted from the excess prior to payment to the Municipality. Upon receipt of this excess amount, the Municipality shall issue to the third party and to the Monitoring Agent a certificate (the "Compliance Certificate") in recordable form reflecting the Municipality's receipt of the excess amount, if any, that all rights, restrictions, agreements and covenants contained herein are henceforth null and void and that the sale of the Property to the third party is consistent with the terms of this Deed Rider. This Compliance Certificate is to be recorded in the Registry. This Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality and that the rights, restrictions, agreements and covenants set forth herein are null and void. The sale price to a third party shall be subject to the Monitoring Agent's prior approval, giving due consideration to such factors as the appraised value of the Property, time on the market, marketing efforts and economic conditions.

(k) The Grantee understands and agrees that nothing in this Deed Rider or the Regulatory Agreement in any way constitutes a promise or guarantee by the Project Administrator, the Municipality or the Monitoring Agent that the Grantee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(l) In the event that the Closing of the sale of the Property to an Eligible Purchaser or the Municipality does not occur within one hundred twenty (120) days of the date the Monitoring Agent receives the Conveyance Notice (plus the additional sixty (60) days allowed under subsection (i) of this Section 4), the Grantee shall have the following six (6) months to sell the Property at a price greater than or equal to 95% of its appraised value (determined by an appraiser acceptable to the Monitoring Agent). If the

(c) Within ten (10) days of the closing of the conveyance of the Property from Grantor to Grantee, the Grantee shall deliver to the Monitoring Agent a copy of the Deed of the Property, together with recording information. Failure of the Grantee, or Grantee's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance.

6. Rights of Mortgagees. (a) Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns (other than the Grantee or any person related to the Grantee by blood, adoption, or marriage (any of the foregoing, a "Related Party")) shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, provided that the holder of such mortgage has given the Monitoring Agent and the Municipality not less than sixty (60) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure, and provided further that the principal amount secured by such mortgage did not exceed one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage (the "Permitted Indebtedness"), then the rights and restrictions contained herein shall not apply to such holder upon such acquisition of the Property, any purchaser (other than a Related Party) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than a Related Party) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such rights and restrictions. The holder of Permitted Indebtedness is referred to herein as a "Permitted Mortgagee."

(b) In the event such Permitted Mortgagee conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the greater of (i) the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the Permitted Mortgagee is entitled to recover pursuant to the terms of the mortgage (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price, such excess shall be paid to the Municipality for its Affordable Housing Fund in consideration of the loss of the Property as affordable housing after a final judicial determination that the Municipality is entitled to such excess, the costs of such determination to be deducted from the excess prior to payment to the Municipality. To the extent the Grantee possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Municipality.

(c) A Permitted Mortgagee shall notify the Monitoring Agent and the Municipality in the event of any default for which the Permitted Mortgagee intends to commence foreclosure proceedings, which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider. No failure to notify the Monitoring

Grantee, and Grantee's successors and assigns and enure to the benefit of the Municipality and the Monitoring Agent, and their successors and assigns, for the Term. Grantee hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(d) Without limitation on any other rights or remedies of the Grantor, the Municipality, and the Monitoring Agent, their successors and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Deed Rider, shall, to the maximum extent permitted by law, be voidable by the Municipality, and the Monitoring Agent, their successors and assigns, by an action to enforce such rights, restrictions, covenants, and agreements.

8. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Town of Wareham Board of Selectmen
Memorial Town Hall
54 Marion Road
Wareham MA 02571

Grantor:

Wanco Management, Inc.
3119 Cranberry Highway, Suite 5A
Wareham, MA

Grantee:

Samiat Finni
19 Nicholas Drive
Wareham, MA

Monitoring Agent:

Citizens' Housing and Planning Association, Inc.
18 Tremont Street
Boston, Massachusetts 02108
Attention: Executive Director

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Grantee and to assert such a lien on the Property to secure payment by the Grantee of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, the Department of Housing and Community and Development, its successors and assigns, shall have the same right to enforce this Deed Rider as provided herein.

(d) The Grantee for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property which the Monitoring Agent may determine to be necessary or appropriate pursuant to court order, or with the consent of the Grantee to prevent, remedy or abate any violation of this Deed Rider.

11. Monitoring Agent Services: Fees. The Monitoring Agent has been engaged to monitor compliance of the Project with ongoing requirements of the Comprehensive Permit and this Deed Rider, including the requirement that the Property be sold and resold to Eligible Purchasers (or to the Municipality) as provided therein. As partial compensation for providing these services, the Monitoring Agent shall receive the Resale Fee on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee shall be paid by the Grantee as a closing cost at the time of Closing, and payment of the fee of the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser and persons claiming under the new purchaser for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

12. Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

Hi Ken,

Quick question. If a 40B resident (affordable unit) wishes to add a room onto the existing home and meets all setback requirements, does said resident have to come back to ZBA formally for a modification for the whole project (I was told this) or can the Building Commissioner use his discretion and just issue a building permit for the proposed addition (24' x 24') to be located in the rear yard?

Please advise and thank you.

Brenda

Brenda L. Sampson
Department Assistant
Planning/Zoning/Conservation Department
bsampson@wareham.ma.us
508-291-3100 X6501 telephone#
508-291-3116 fax#

Brenda L Sampson

From: Kenneth R Ferreira RLS PE <kenferreira@comcast.net>
To: Brenda L Sampson <bsampson@wareham.ma.us>
Cc:
Date: 02/20/13 1:19 PM
Subject: Re: Cromesett ~ 40B question

AS LONG AS IT MEETS THE SETBACKS ALLOWED UNDER THE COMP SPECIAL PERMIT
IT A SIMPLE PERMIT FROM DAVE IF DOESN'T MEET SETBACKS IT NEEDS A VARIANCE

Kenneth R Ferreira, RLS, PE
Kenneth R Ferreira Engineering
46 Foster St
Foster Hill Place Professional Building
New Bedford MA 02740
508 992-0020
fax 992-3374
ken@kennethferreira.eng.pro
www.kennethferreira.eng.pro

From: "Brenda L Sampson" <bsampson@wareham.ma.us>
To: "Kenneth Ferreira" <kenferreira@comcast.net>
Sent: Wednesday, February 20, 2013 12:37:04 PM
Subject: Re: Cromesett ~ 40B question

So, would you leave this up to Dave Moore to issue a permit for the addition or do you see a need to appear before ZBA again, formally?
Brenda

Brenda L. Sampson
Department Assistant
Planning/Zoning/Conservation Department
bsampson@wareham.ma.us
508-291-3100 X6501 telephone#
508-291-3116 fax#

----- Original Message -----

From: Kenneth Ferreira <kenferreira@comcast.net>
To: Brenda L Sampson <bsampson@wareham.ma.us>
Cc:
Date: Wednesday, February 20 2013 12:33 PM
Subject: Re: Cromesett ~ 40B question
I see no need to modify the 40b permit

Sent from my iphone

On Feb 20, 2013, at 9:52 AM, Brenda L Sampson <bsampson@wareham.ma.us> wrote:

G.A.F. ENGINEERING, INC.

266 Main Street
Wareham, MA 02571
Tel. (508) 295-6600 Fax. (508) 295-6634

Assignment Agreement

TO: Sami Finni
19 Nicholas Drive
Wareham, MA 02571

DATE: January 29, 2013
PROPOSAL NO: P-2803
WORK ASSIGNED BY: K.W.F.

JOB LOCATION: 19 Nicholas Drive, Wareham; Map 57, Lot W513

ASSIGNMENT DESCRIPTION: Engineering Services

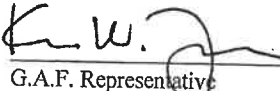
1. Review Certificate of Approval to determine minimum building set backs, maximum % of lot coverage, etc.
2. Revise existing plot plan to show proposed addition and building offsets.
3. Survey location of as built foundation of addition.
4. Prepare as built foundation plot plan as required by the Building Department.


"ESTIMATED" DESIGN AND CONSULTATION FEE: \$350.00

The assignment agreement excludes reimbursable expenses (mileage, prints, postage, certified mailings, copies at the Registry of Deeds, survey materials, etc). Application and advertisement fees will be paid directly by the client.

TERMS: A retainer in the amount of **\$100.00** is required to accompany this agreement. This retainer will be applied to the final invoice. Invoices will be submitted monthly on work performed to date, and will be due upon receipt. A service charge of 1.50% per month will be charged on balances over thirty (30) days. This proposal is valid for thirty (30) days.

Please approve and return one (1) signed copy. Thank you!


G.A.F. Representative (Kevin W. Forgue) Date 1/28/13


Authorized Signature Date 1-4-13
Printed Name SAMI FINNI

Enclosure: Terms & Conditions

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR OUR FILES:

Telephone (Home) 774-678-4069 Telephone (Work) _____
Telephone (Cell) 508-241-6301 Email _____

Client name to be used for plans and applications: SAMI FINNI

GAF Engineering, Inc.

266 Main Street
 Wareham, MA 02571
 Phone: 508-295-6600
 FAX: 508-295-6634
 Email: gaf.eng@verizon.net

Invoice No. 32471
 Date 2/20/2013
 Job No. 13-8066
 Your P.O. No.

FINNI, SAMIAT
 19 NICHOLAS DRIVE
 WAREHAM, MA 02571

TERMS: All bills are due within 10 working days of this invoice. Past due accounts are subject to a FINANCE CHARGE which is computed by a "PERIODIC RATE" of 1½% per month.

NICHOLAS DRIVE, 19, WAREHAM

Billed Through: 2/17/2013

DESCRIPTION	
Project administration and coordination	
Meeting with client on 2/4/13	
Prepare plot plan showing existing house, addition and building offsets to property lines	\$197.50
Reimbursable expenses: postage	\$0.46
AMOUNT DUE:	
	\$197.96

SAMIAT E. FINNI
 19 NICHOLAS DR.
 WAREHAM, MA 02571

508-241-6301

5-7515/110

507

DATE 3-15-13

PAY TO THE ORDER OF

GAF Engineering
 one hundred ninety seven

\$ 197.96

DOLLARS

Security Features included. Details on Back.

Sovereign Bank

PART OF THE SANTANDER GROUP

MEMO

32471

MP

GRAYSTONE

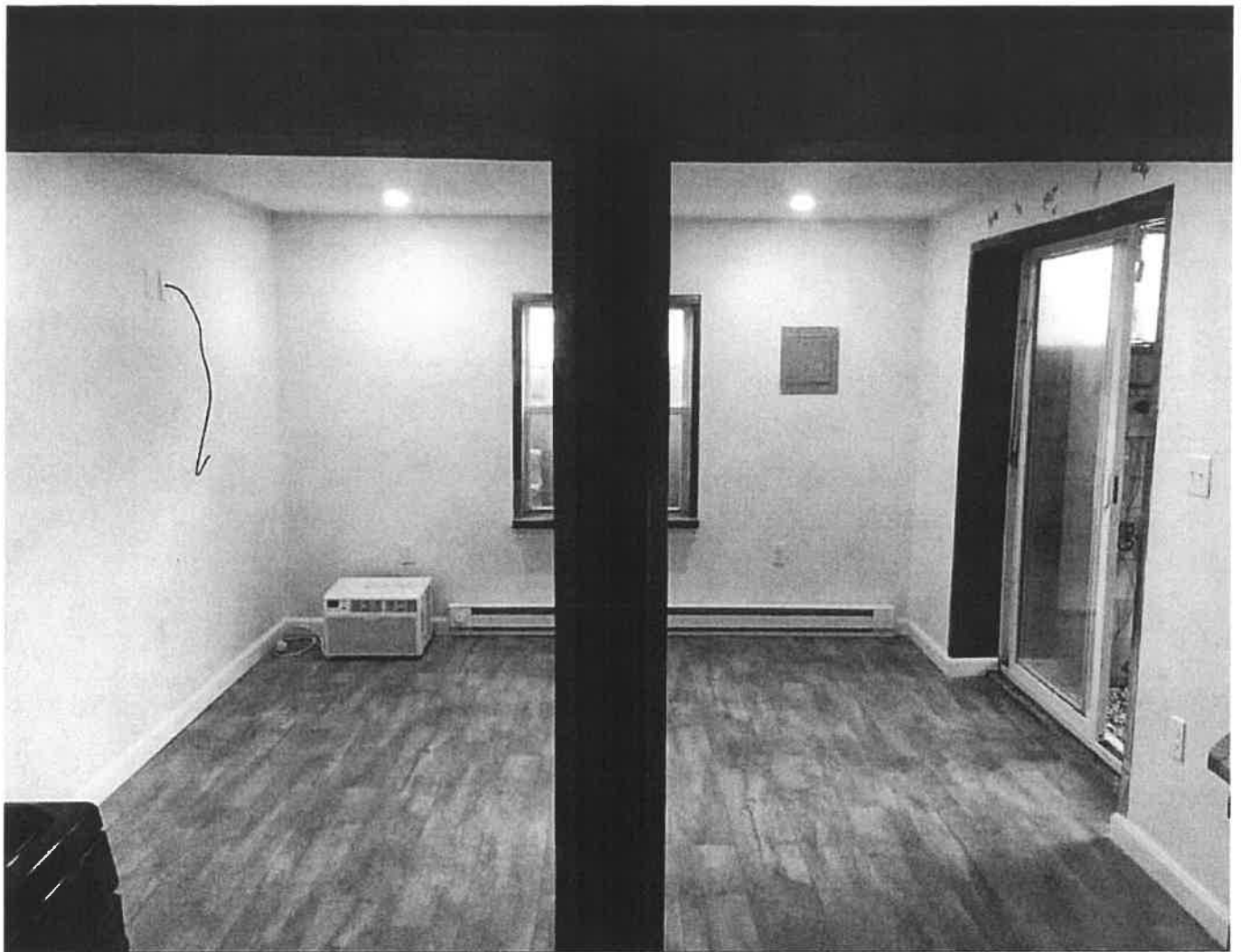


Samiat Finni
508-241-6301









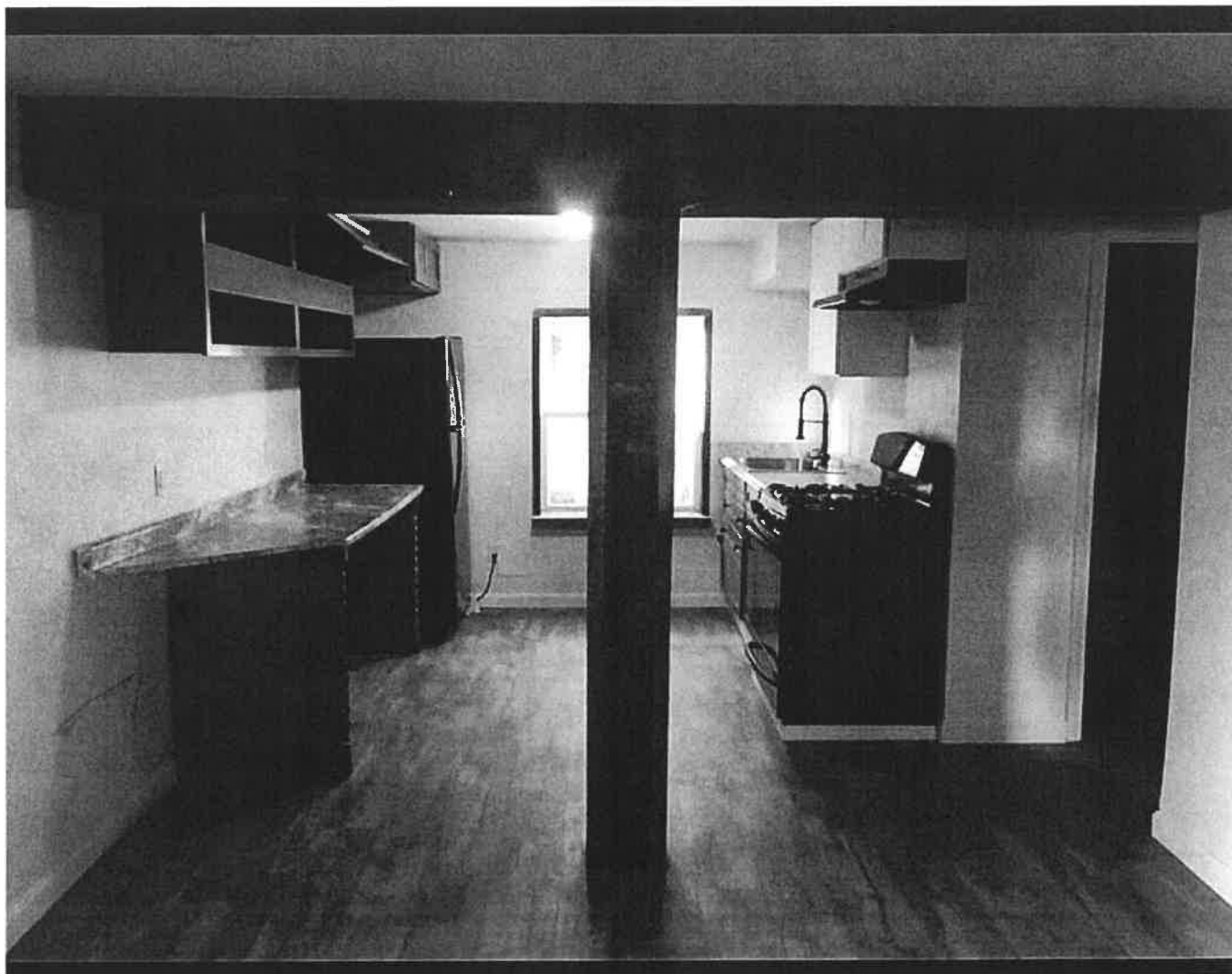
[EXT] me

samiat finni <yosamiam@hotmail.com>

Fri 12/8/2023 4:29 PM

To:Finni, Samiat <sfinni@CapeCodHealth.org>

EXTERNAL **Warning:** This message originated from **outside** Cape Cod Healthcare.



TOWN OF WAREHAM ABUTTERS

MAP 57 LOT WS13

OWNER SAMIAT FINNI

MAP & LOT	OWNERS	STREET ADDRESS	TOWN & STATE	ZIP CODE
57-0-1004.A	WANCO MANAGEMENT INC,	3119 CRAN HWY SUITE 5A,	E WAREHAM, MA	02538
57-0-139	GRANTHAM JULIE A, GRANTHAM JOHN P III	28 CAMARDO DR,	WAREHAM, MA	02571
57-0-140	HETU MAKENZIE A	26 CAMARDO DR,	WAREHAM, MA	02571
57-0-141	PIERCE COURTNEY,	24 CAMARDO DR,	WAREHAM, MA	02571
57-0-165	SHEPLEY THOMAS D, SHEPLEY JACQUELINE	35 CAMARDO DR,	WAREHAM, MA	02571
57-0-166	QUINN WILLIAM R, VOLK PATRICIA	33 CAMARDO DR,	WAREHAM, MA	02571
57-0-167	WHITE ROBERT,	31 CAMARDO DR,	WAREHAM, MA	02571
57-0-168	MCMORROW MARCINA,	PO BOX 34	W WAREHAM, MA	02576
57-0-169	VOGEL PAUL,	27 CAMARDO DR,	WAREHAM, MA	02571
57-0-SC1	GONCALVES NATALIE TRUSTEE, BEVERLY A MIGNOSA TRUST	3 SOLAS CIR	WAREHAM, MA	02571
57-0-SC3	FINNI DOROTHY,	5 SOLAS CIR,	WAREHAM, MA	02571
57-0-WS10	LOPES SIMAH-ALLISSE,	12 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS11	OBRIEN AMY, TRISOLIE BRETT	17 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS12	KERR KRISTINE L, TITCOMB NATHANIEL M	14 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS13	FINNI SAMIAT,	19 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS14	DONNELLY MICHAEL JOHN	16 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS15	PERRY DAMIEN A, RIVERA NICOLE	21 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS16	SILVA RICHARD A JR,	18 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS17	DUNN KAREN M, SCHLAEGEL CHARLES M	23 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS18	ERASME MIRIELLE, ERASME CHARLEMAGNE	20 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS19	MAGNETT MISTY M,	25 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS20	MCANNEY SEAN JAMIESON,	22 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS21	POLLARD BRIAN R, CROUMIE JENNIFER L	27 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS22	MCNULTY SEAN P, MCNULTY MOLLY	24 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS23	BAPTISTA ROBERTA A, BAPTISTA GEORGE J III	29 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS24	PLOTKIN JORDAN, NORTON CAITLIN	26 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS29	GUSCIORA KATHERINE ELIZABETH, MARROU KRYS ROBYNN	35 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS5	MOTT TONIANN,	11 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS7	KELLY JENNIFER N,	13 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS8	TRAVIS BRYAN S	10 NICHOLAS DR,	WAREHAM, MA	02571
57-0-WS9	PERRY CHRISTOPHER L,	15 NICHOLAS DR,	WAREHAM, MA	02571

CERTIFIED ABUTTERS AS THEY APPEAR

ON OUR TAX ROLLS AS OF 12/12/2023

W. Renee Atkins
 ASSESSORS OFFICE

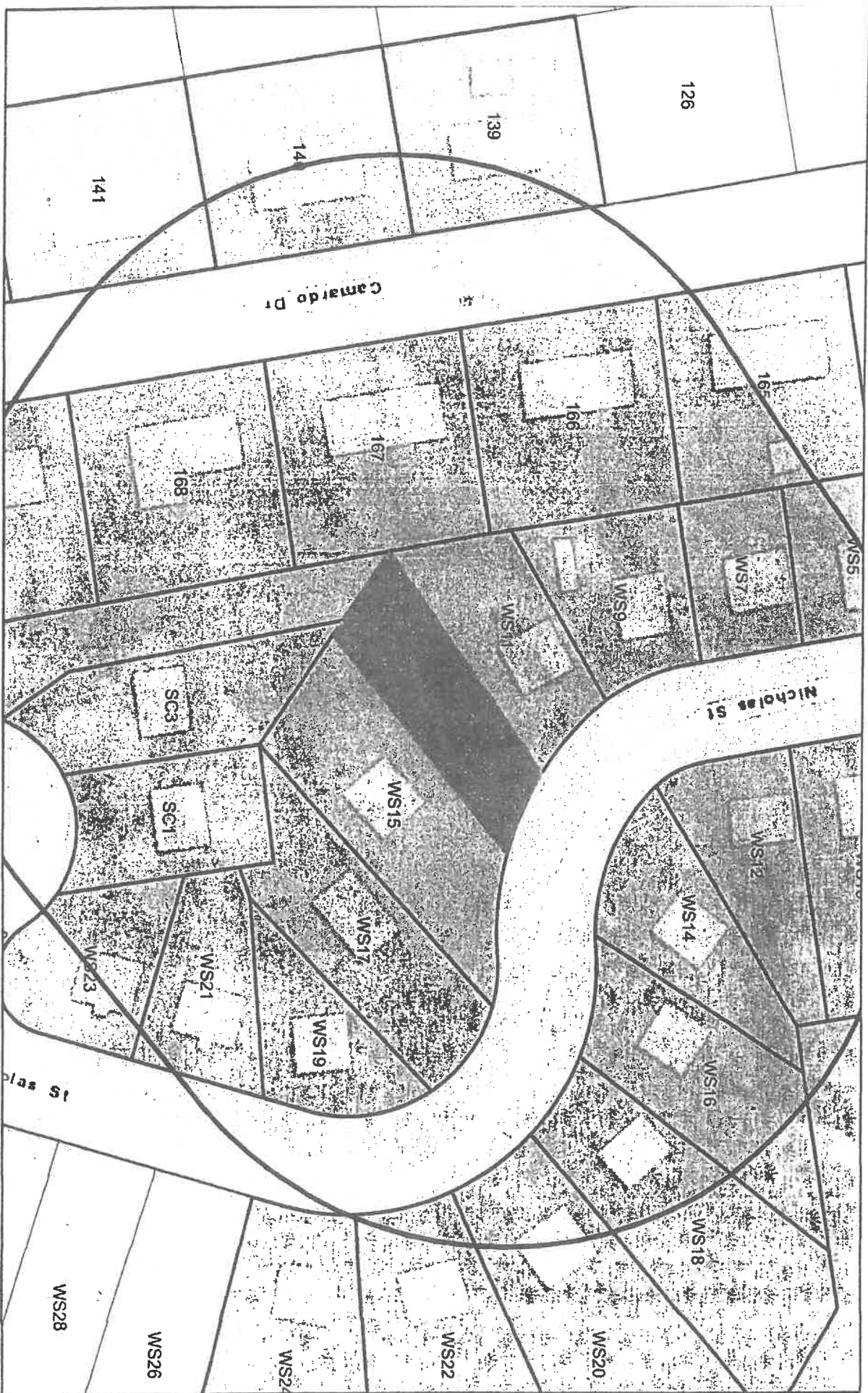
REQUESTED BY

SAMIAT FINNE

508 241-6301

YOSAMIAM@HOTMAIL.COM

ArccGIS Web Map



T2/12/2023, 8:44:58 AM

Parcels with CAMA Data _____ Public Road

Parcel Lines

Property Line



12-12-23



Town Of Wareham Assessors Office

Request for Abutters List

Contact Information

Phone

508-241-6301

Email

YOSAMIAM@Hotmail.com

Date of Request

12/7/23

Property Information

Owners Name

SAMIAT FENNI

Property Location

19 NICHOLAS DR WAREHAM MA

Map/Lot

57 W813

Distance Required

Direct

100'

300'

500'

RECEIVED

DEC - 7 2023

TOWN OF WAREHAM
ASSESSING DEPARTMENT

Which Board are you appearing before?

ZBA

PLEASE ALLOW 7-10 DAYS FOR PROCESSING

19 Nicholas Dr 300'

Sami

508-241-6301