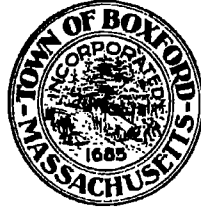


Planning /
ConCom



TOWN OF BOXFORD, MASSACHUSETTS

NOTICE #957

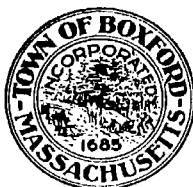
ZONING BOARD OF APPEALS

December 28, 2015

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing at the Town Hall, Meeting Room #1, 7A Spofford Road, Boxford, MA 01921 on Thursday, **January 28, 2016** at 7:30 p.m. or such other time when reached on the agenda as posted to all parties interested in the application of **Paul Grossman** requesting a **Special Permit** for a shared driveway serving two lots. Pursuant to ZBL 196.13 (B) (11) (I) of the zoning bylaw for the premises located at **38A & 38B Pinehurst Drive, Assessors Map 33, Block 1, Lot 1 and Map 28 Block 3 Lot 23.20**. Plans are available for review at the Zoning Board of Appeals office at Town Hall Mon-Thurs from 8 am until 4 pm.

By Order of the Zoning Board of Appeals,

Paula Lia Fitzsimmons, Chair



**TOWN OF BOXFORD
PLANNING BOARD**

7A Spofford Road
Boxford, Massachusetts 01921
Phone: (978) 887-6000 x 191 Fax: (978) 887-0758
Email: rpovenmire@town.boxford.ma.us

APPLICATION FOR DRIVEWAY PERMIT

The purpose of this permit is to provide safe and adequate access for emergency and other vehicles from the public way to residential dwellings. It has been developed in accordance with §196-29 of the Boxford Zoning Bylaw. The applicant shall read the bylaw on the back of this page.

Name Kate Grossman Date 10/9/15

Driveway location/address 38 Pinehurst Drive

Required Design Criteria	Compliance – Yes	No
1. Finished driveway width shall be no less than 9 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Grade for the first 25 feet of driveway from the public way – 3% or less	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. 12% maximum slope along the centerline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Any slope over 8% shall be paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Driveway apron should be 90° to the road	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Driveway apron should have curved flare radii of 6'	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. No physical barriers on inside of driveway curves	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Rate of post-development runoff should not exceed pre-development runoff	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Water shall not flow from driveway onto road	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Sight distance shall exceed 50' in both directions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Driveways longer than 500' shall have a turn-around	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. No cut or fill shall exceed 8' from the natural topography	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Shared driveways shall be no closer than 100' apart	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Shared portion of a driveway shall be no less than 12 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Superintendent of Public Works and Fire Chief may impose other conditions at their discretion to ensure safe access and to prevent any damage or dangerous situation(s) because of drainage, icing, etc. onto public roads. These conditions are indicated below.

Applicant Signature [Signature] Date 10/9/15

Planning Board Approval _____ Date _____

Conditions:

C. P. Berry Construction Co., Inc.
58 Railroad Ave.
Hamilton, MA 01982

February 4, 2016

Ross Povenmire, Boxford Planning Board
John Dold, P.E., DPW Superintendent/Town Engineer
7A & 7B Spofford Rd.
Boxford, MA 01921

Ross & John,

Below and attached are clarifications relative to the driveway permit and John's comments for 38 Pinehurst Drive. A special permit and driveway permit for this driveway was issued in November 2003 and it was constructed 5 months later in April 2004.

Recently, during discussions with the building inspector about filing for a building permit, it was his opinion that the previous driveway permits had expired because no home was built on the property and the driveway, although constructed, was never put to use. The purpose for this application is renew the special permit and driveway permit in order to receive a building permit.

If you have any questions, please feel free to contact me. Thanks you.

Alan Berry, P.E.
508-954-0058

Zoning bylaw design criteria-

1. Finished driveway width – The shared portion of the driveway will be at least 12 feet wide with a 1 foot level shoulder on each side. The single driveways will be greater than the required 9 foot width.
2. Initial grade for first 25' - As shown on the attached entry plan and profile detail, the current first 25' of the driveway is 4.8%. The driveway needs to be slightly adjusted to meet the 3% requirement as shown on the profile. The adjustment includes 0 to 5.5" of regrading. If the planning board will not give relief of this requirement, the grades will be adjusted as per the profile.
3. 12% maximum slope – Maximum grade is 7.7%.
4. Driveway slopes over 8% shall be paved – No grades are over 8%.
5. Driveway apron to the street should be 90 degrees - Driveway apron to the street is 90 degrees for the first 6' then turns 8.5 degrees to the left (81.5 degrees off the main road) to the centerline of the driveway (see attached

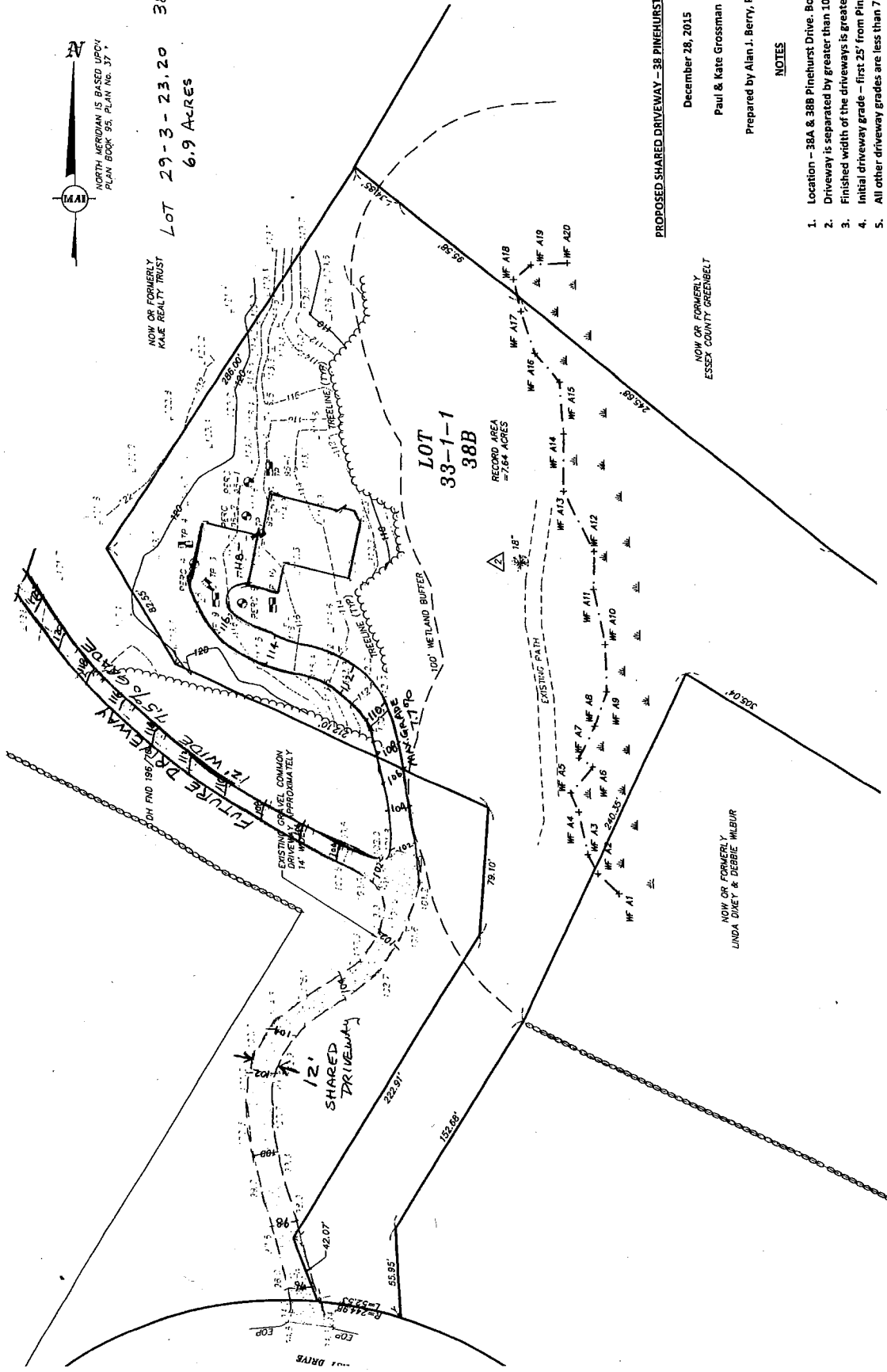
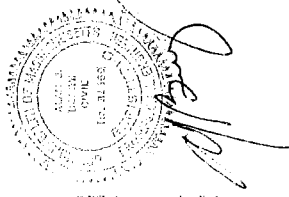
detail).

6. Driveway apron flare to street must be at least 6' – The driveway apron turning radius on the left is 6' and 18' on the right.
7. No physical barriers on inside of driveway curves – There are no physical barriers on any of the inside driveway curves.
8. Rate of post-development and pre-development runoff – The rate of pre-development and post development runoff will remain unchanged, as the pre-development and post-development conditions are constant. Input data for pre- and post-development will be identical resulting in the same peak runoff flow; therefore, drainage calculations are unnecessary. The bylaw does not require calculations to be submitted.
9. Water flow from the driveway onto the road – Water flow from the existing and proposed driveway onto Pinehurst Drive will not change.
10. Sight distance – Since the driveway is located along the outside of a curve on Pinehurst Drive, the sight distance is well in excess of the required 50' in both directions.
11. Driveways longer than 500' – A turn-around is provided at the home and additionally at the end of the shared portion of the driveway. This condition has been reviewed by the fire department and commented on in a letter to the board.
12. Cuts and fills shall not exceed 8' - No cuts and fills exceeding 8' are required.
13. Location of shared driveways – There is no driveway on an adjacent lot within 100' of the location of this driveway.
14. Shared portion of the driveway shall be no less than 12' - The shared portion of the driveway is 16' wide near Pinehurst Drive and narrows to 12' wide. There also is a 12" level shoulder along both sides of the driveway.



LOT 29-3-23.20 38A
6.9 ACRES

NOW OR FORMERLY
KALE REALTY TRUST



LOT 33-1-1
38B
RECORD AREA
7.84 ACRES

PROPOSED SHARED DRIVEWAY - 38 PINEHURST DRIVE, BOXFORD, MA

December 28, 2015

Paul & Kate Grossman

Prepared by Alan J. Berry, P.E.

NOTES

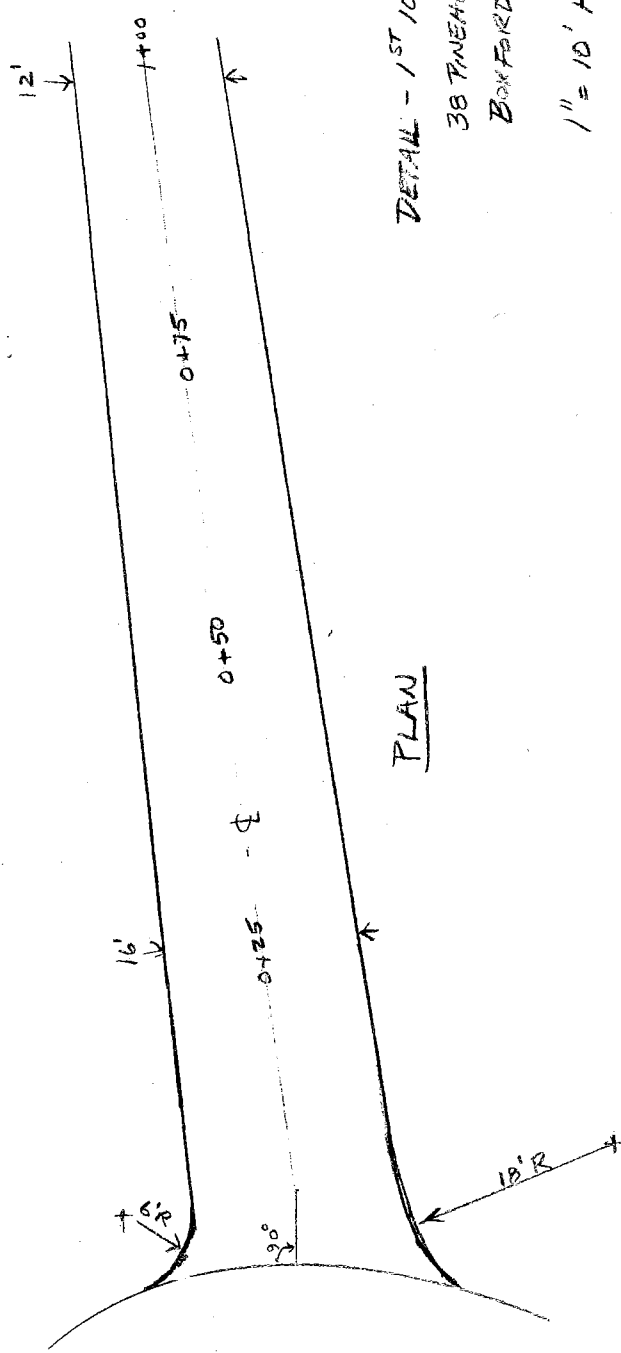
1. Location - 38A & 38B Pinehurst Drive, Boxford Assessors Parcels 29-3-23.20 & 33-1-1.
2. Driveway is separated by greater than 100' (centerline/centerline) of adjacent driveways.
3. Finished width of the driveways is greater than 12'.
4. Initial driveway grade - first 25' from Pinehurst Drive is 3%.
5. All other driveway grades are less than 7.7%.
6. Driveway has been constructed and there are minimal or no cuts and fills.
7. The shared driveway will not be paved and post-construction runoff will not increase.
8. The site distance entering the public way is greater than 50'.
9. A turn-around is provided at the home to be constructed and at the future home.
10. This shared driveway meets all of the conditions of the Boxford New Driveway bylaw.

NOW OR FORMERLY
ESSEX COUNTY GREENBELT

NOW OR FORMERLY
LINDA DIET & DEBBIE WILBUR

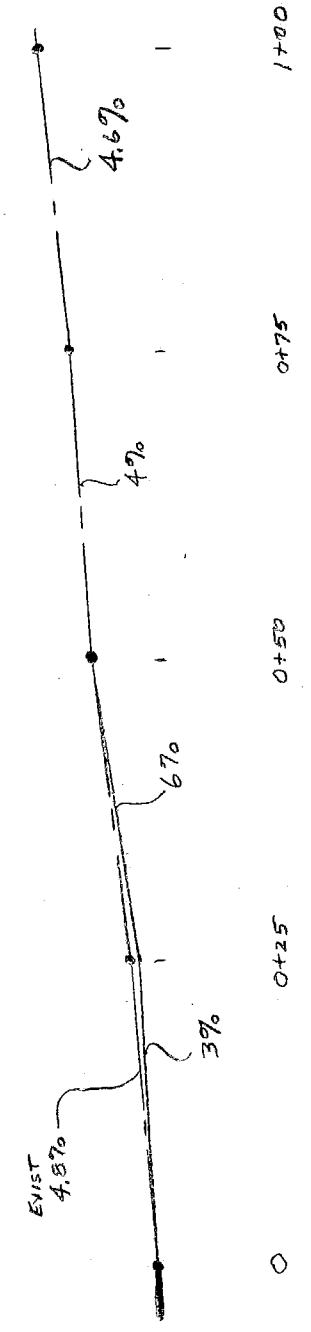
GRAPHIC SCALE
SCALE: 1" = 40'



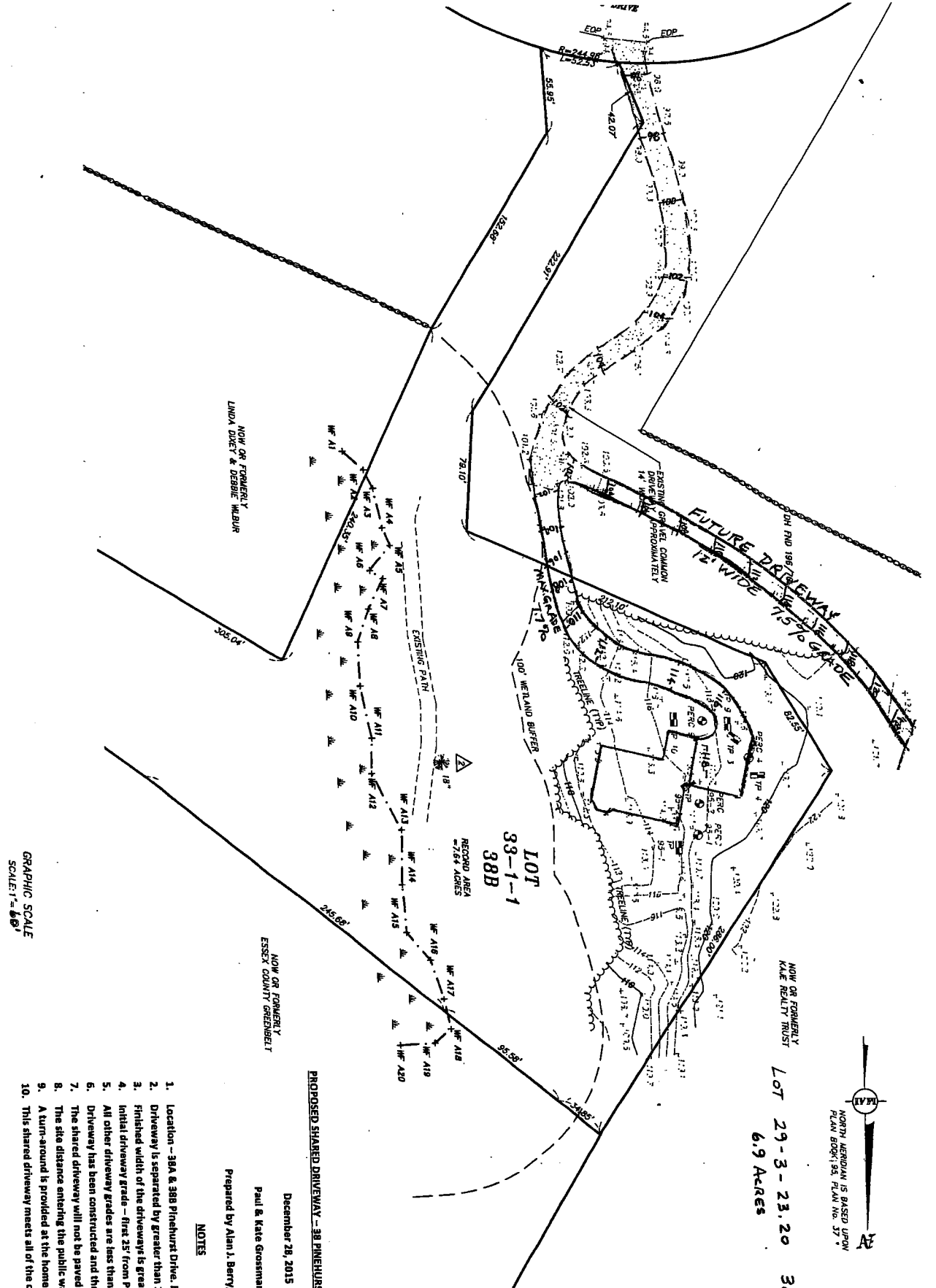


DETAIL - 1ST 100' OF DRIVEWAY
 38 TWENHURST DRIVE
 BOXFORD, MA
 1" = 10' H 1" = 5' V

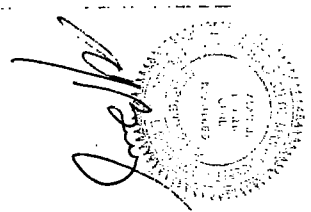
PLAN



PROFILE



LOT 29-3-23.20 38A
6.9 Acres



PROPOSED SHARED DRIVEWAY - 38 PINEHURST DRIVE, BOYFORD, MA.

December 28, 2015
Paul & Kate Grossman
Prepared by Alan J. Berry, P.E.

NOTES

1. Location - 38A & 38B Pinehurst Drive, Boyford Assessors Parcels 29-3-23.20 & 38-1-1.
2. Driveway is separated by greater than 100' (centerline/centerline) of adjacent driveway
3. Finished width of the driveways is greater than 12'.
4. Initial driveway grade - first 25' from Pinehurst Drive is 3%.
5. All other driveway grades are less than 7.7%.
6. Driveway has been constructed and there are minimal or no cuts and fills.
7. The shared driveway will not be paved and post-construction runoff will not increase.
8. The site distance entering the public way is greater than 50'.
9. A turn-around is provided at the home to be constructed and at the future home.
10. This shared driveway meets all of the conditions of the Boyford New Driveway bylaw.

GRAPHIC SCALE
SCALE: 1" = 60'

NOW OR FORMERLY
LINDA DIXEY & DEBBIE WILBUR

NOW OR FORMERLY
ESSEX COUNTY GREENBELT

NOW OR FORMERLY
KALE REALTY TRUST

**DECLARATION OF
SHARED DRIVEWAY MAINTENANCE
COVENANT**

Paul Grossman & Kate Grossman, of Boxford, MA,
("Grantor") for the consideration set forth below, the receipt and sufficiency of which is acknowledged, grants with quitclaim covenants to the TOWN OF BOXFORD, a municipal corporation acting by and through its Zoning Board of Appeals ("Town"), its successors and assigns and those claiming through or under it with an office and place of business at 7A Spofford Road, Boxford, Essex County Massachusetts, a covenant granted in gross with respect to the land described as follows:

The parcel of land divided into 2 lots, shown as Lots 38A & 38B,
(collectively referred to as "Lots" and referred to individually as "Lot") shown
on a plan
entitled "Plan of Land Showing Lot Division of Pinehurst Dr.
dated July 3, 2003, prepared by Apple Associates
recorded/filed with the Essex South District Registry of Deeds in Book 371,
Page 18 ,/as Document No. _____
("Plan").

1.) The Grantor covenants and agrees for itself, its heirs/successors and assigns to grant upon the conveyance or other transfer of a Lot or Lots, for the benefit of each lot individually and collectively, the perpetual right and easement to use in common with the owners of one or more of the Lots described above ("Lot Owners") each with the other and their successors that area designated as "Shared Driveway" on the Plan. Said easement shall provide that the Shared Driveway may be used by the Lot Owners for all purposes for which driveways are now or may hereafter be used in the Town of Boxford, including, without limitation, access on foot and by motor vehicle and including the installation, maintenance, replacement, removal and use of underground utility lines including, without limitation, sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines. Said easement shall provide, at a minimum, for the following:

a. The Lot Owners and their successors in title to each and any of the Lots shall have the right to use and enjoy the Shared Driveway for the purposes stated in the easement, in common with the other Lot Owners;

b. If, in connection with the exercise of said easement right in the Shared Driveway, any Lot Owner shall make any excavations within the Shared Driveway, the Lot Owner so excavating will, as soon as possible, restore the Shared Driveway to its condition immediately prior to the excavation;

c. Each Lot Owner will indemnify and save the others harmless from and against any loss, damage or liability arising out of the exercise of the rights granted herein;

d. Each Lot Owner shall be responsible for 50% of the cost of maintenance of the Shared Driveway, including without limitation, maintenance of the driveway surface and snow removal. Sodium chloride is prohibited. Calcium chloride must be used for de-icing Shared Driveway. As between the Town of Boxford and the Lot Owners, the Lot Owners shall bear 100% responsibility, joint and severally, for maintenance and repair of the Shared Driveway. Stone bollards must be used to mark Shared Driveway and maintained;

e. No Lot Owner shall use the Shared Driveway so as to hinder or prohibit or unreasonably interfere with or interrupt the use of the Shared Driveway by others entitled thereto; and

2.) The Grantor agrees and covenants for itself, its heirs/successors and assigns and those claiming through or under them, to the following covenants, which are hereby imposed for the benefit of the Town of Boxford and which shall be administered and enforced by its Zoning Board of Appeals, in consideration of the Town's granting of a special permit pursuant to the Boxford Zoning By-law, Article V, § 196-13(B)(11)(I) and as amended subsequently of the Code of the Town of Boxford, and for additional consideration, the receipt and sufficiency of which is acknowledged, as follows:

a. The Shared Driveway shall be constructed in conformance with the special permit granted by the Boxford Zoning Board of Appeals and used in compliance with the Boxford Zoning By-law, Article V, § 196-13(B)(11)(I) and as amended subsequently of the Code of the Town of Boxford;

b. The Town of Boxford shall have no responsibility for maintenance of the Shared Driveway and there shall be no plowing of the Shared Driveway or trash pickup within the Shared Driveway by the Town of Boxford. As between the Town of Boxford and the Lot Owners, the Lot Owners shall bear 100% responsibility, joint and severally, for maintenance and repair of the Shared Driveway;

c. The Lot Owners shall never request the Town of Boxford to maintain, or plow the Shared Driveway, as it is the intent of the Grantor and the Town of Boxford that the Shared Driveway shall be a private easement and shall never be considered or accepted as a public way or private way open to the public;

d. This covenant shall be referenced by book and page/document number in each deed executed by the Grantor for the conveyance or other instrument of transfer of one or all of the Lots shown on the Plan;

e. Each deed of conveyance or other instrument of transfer of a Lot or Lots executed by the Grantor shall include the grant of an easement or reference to a grant of easement agreement conforming to the terms of this Covenant;

f. In the exercise of the rights and obligations granted hereunder, each Lot Owner shall comply with all applicable laws, statutes, regulations and bylaws now or hereafter in effect;

g. The Lot Owners agree never to rescind or modify this Declaration of Shared Driveway Maintenance Covenant unless approved by the Zoning Board of Appeals of the Town of Boxford; and

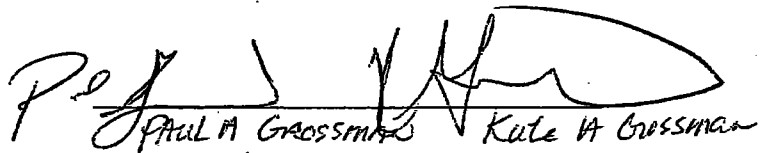
h. The Grantor and its heirs/successors and assigns shall forego any action at law or equity attempting to contest the validity of any provision of the covenants contained herein and shall not, in any enforcement action, raise the invalidity of any provision of said covenants as a defense. If any provision of said Covenant shall nevertheless to any extent be held invalid, the remainder shall not be affected.

i. The Grantor agrees to record this covenant with the Essex South District Registry of Deeds within seven business days after the Boxford Zoning Board of Appeals approves the special permit in accordance with the Boxford Zoning Bylaws, Article V, § 196-13(B)(11)(I), but in any event prior to the conveyance or other transfer of any interest in one or more of the Lots. The Grantor further agrees to provide the Boxford Zoning Board of Appeals with a copy of the recorded covenant within seven business days of its recording.

The covenants and obligations contained herein shall be enforceable by the Lot Owners and the Town of Boxford, acting by and through its Zoning Board of Appeals. The Town shall have the option to enforce said covenants, but does not have the obligation to do so. Any election by the Town as to the manner and timing of its right to enforce these covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

IN WITNESS HEREOF Paul A + Kate A Grossman, has executed this document under seal this 24th day of Dec., 2015.

GRANTOR(S)


Paul A Grossman Kate A Grossman


COMMONWEALTH OF MASSACHUSETTS

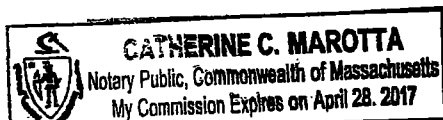
ESSEX, ss.

12/24, 2015

+ Kate A Grossman

Then personally appeared before me the above-named Paul A Grossman, and acknowledged the foregoing instrument to be his/her free act and deed.


_____, Notary Public
My commission expires 4/28/17



Ross Povenmire

From: Thomas Nentwig
Sent: Monday, November 23, 2015 2:37 PM
To: Ross Povenmire
Cc: kategrossman19@gmail.com
Subject: Driveway at 38 Pinehurst Dr.

Ross.

I looked at the driveway situated at 38 Pinehurst Dr. The police department has no concerns relative to the existing driveway's sight distance or orientation in regards to its intersection with Pinehurst Drive.

Officer Thomas Nentwig