



June 15, 2020

Wenham Planning Board
138 Main Street
Wenham, MA 01984

Via Hand Delivery & E-Mail

**Subject: Special Permit Application
Hammerhead Lot & Common Driveway
51 Cherry Street
(Assessor's Map 18 Lot 3)**

Dear Ladies and Gentlemen:

On behalf of the property owner and applicant, Five One Cherry St Realty Trust, we herewith submit this Special Permit Application for the division of the subject parcel into two lots. This special permit request is in accordance with Section 5.2.2.1 (Hammerhead Lots) and Section 5.2.6.5 (Common Driveways) of the Wenham Zoning Ordinance.

Enclosed please find the following:

1. Seven (7) copies of the Special Permit application form;
2. Seven (7) copies of the proposed plan (C-1);
3. \$250 filing fee;
4. Preliminary Common Driveway Maintenance Agreement.

Review of Hammerhead Lot Eligibility Requirements (Section 5.2.2.1)

Lot 2 as shown on the enclosed Site Plan satisfies Wenham Zoning Ordinance requirements for creation of a hammerhead lot within the Residential zoning district. Compliance with Section 5.2.2.1 of the Zoning By-Laws is summarized below.

1. The total lot area is at least one hundred twenty thousand square feet

For the proposed hammerhead lot (Lot 2), the area measured inside the property lines is 129,926 square feet. For the purposes of Wenham Zoning, the lot area is 129,926 less 7,573 square feet for narrow areas and less 2,277 square feet for the area within the mapped FEMA flood zone. This yields a total lot area of 120,076 square feet per the Wenham Zoning By-Law.

2. The access driveway to the house shall not be longer than five hundred (500) feet, with a grade and width adequate to permit access by fire, police and other emergency vehicles

The access driveway to the proposed house on Lot 2 is approximately 300-feet long. The existing gravel driveway will be widened to 14-feet. Driveway grades are adequate for police and emergency vehicles. The constructed gravel driveway will support fire trucks and similar large emergency vehicles.

3. The nearest point of any building or structure shall be set back fifty feet from all lot lines

All new structures will be set back at least 50-feet from the property lines. An existing shed at the east side of the property will remain within the 50-ft setback.

4. No more than two (2) hammerhead lots shall have contiguous frontage

There are no hammerhead lots with contiguous frontage adjacent to the proposed lot.

Review of Common Driveway Requirements (Section 5.2.6.5)

The Wenham Zoning By-Law lists the following requirements for common driveways.

- 1.) The centerline intersection with the street centerline shall not be less than 45 degrees.

The common driveway centerline intersects Cherry Street at approximately 90-degrees.

- 2.) A minimum cleared width of 12 feet shall be maintained over its entire length.

The common driveway will be a minimum of 14-feet wide.

- 3.) A roadway surface of a minimum of pavement or at least 4 inches of graded gravel, placed over a properly prepared base, graded and compacted to drain from the crown shall be installed.

The “common” portion of driveway is the first 65-feet of the existing gravel driveway for the existing residence at 51 Cherry Street. This area presently meets these requirements and will be maintained as required.

- 4.) The driveway shall be located entirely within the boundaries of the lots being served by the driveway.

Yes.

- 5.) Proposed documents shall be submitted to the Planning Board demonstrating that, through easements, restrictive covenants, or other appropriate legal devices, the maintenance, repair, snow removal, and liability for the common driveway shall remain perpetually the responsibility of the private parties, or their successors-in-interest.

A common driveway maintenance agreement will be recorded. A preliminary version of the agreement is enclosed with this application.

- 6.) Each lot served by the common driveway shall have adequate frontage as required by the Zoning Bylaw Dimensional Requirements (Section 5.1).

Lot 1 has adequate frontage for a conforming lot (216.14 ft provided where 170 ft is required). Lot 2 is a "hammerhead" lot (Section 5.2.2.1) with reduced frontage on Cherry Street (111.50 ft). A Planning Board special permit is required for the hammerhead lot and is requested with this application.

General Special Permit Approval Criteria

The Wenham Zoning By-Law lists the following approval criteria for special permits.

- 1) Community needs which are served by the proposal

The proposed single-family residential use on Lot 2 is consistent with parcel zoning.

- 2) Traffic flow and safety, including parking and loading

The proposed residence will share the existing curb-cut at 51 Cherry Street. An access easement will be created granting Lot 1 the right to use the existing driveway entrance.

- 3) Adequacy of utilities and other public services

The proposed residence will be served by municipal water and private septic. Septic system approval from the Board of Health is required for Lot 2. Soils appear adequate based on review of available information.

4) Neighborhood character and social structures

The proposed residential use will fit the general character of the neighborhood.

5) Impacts on the natural environment

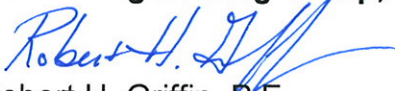
The proposed residence will be located outside of the 100-Buffer Zone associated with the nearby pond on the property. The house location is currently an open field. No adverse significant impacts on the natural environment are anticipated.

6) Potential fiscal and economic impact, including impact on town services, tax base, and employment

The proposed single-family residence will not have a significant economic impact on the town.

We look forward to discussing this project with the Planning Board. Please do not hesitate to contact the undersigned should you have any questions or comments or require additional information.

Very truly yours,
Griffin Engineering Group, LLC.



Robert H. Griffin, P.E.

Enclosures: as noted

cc: M. Hoffman (via email)
T. & P. Carney

TOWN OF WENHAM
MASSACHUSETTS
PLANNING BOARD

APPLICATION FOR PUBLIC HEARING
SPECIAL PERMIT and/or SITE PLAN APPROVAL

SPECIAL PERMIT ASSOCIATED WITH A SINGLE FAMILY RESIDENCE	\$ 250
SPECIAL PERMIT FOR RESIDENTIAL PROJECT IN SENIOR HOUSING OVERLAY DISTRICT, INDEPENDENT LIVING OVERLAY DISTRICT OR FLEXIBLE DEVELOPMENT	\$ 1,500 PLUS \$200/ UNIT
SPECIAL PERMIT FOR A PERSONAL WIRELESS SERVICE	\$ 2,000
SITE PLAN APPROVAL	\$ 1,000
AMEND, MODIFY OR TRANSFER A SPECIAL PERMIT (MAKE CHECKS PAYABLE TO THE TOWN OF WENHAM)	\$100

APPLICANT: NAME Five One Cherry St Realty Trust

ADDRESS 51 Cherry Street, Wenham, MA 01984

PHONE: _____ EMAIL: _____

OWNER (if different) NAME (same)

ADDRESS _____

SITE ADDRESS: 51 Cherry Street ASSESSOR'S MAP 18 LOT 3

NATURE OF APPLICATION:
(attach narrative and or plans as appropriate)

The Applicant requires a Planning Board Special Permit to create a new reduced frontage lot (i.e. hammerhead lot) with frontage on Cherry Street and to create a common driveway for the two lots.

APPLICABLE SECTION OF ZONING BYLAW: 5.2.2.1 - Hammerhead Lots; 5.2.6.5 - Common Driveways

I HEREBY REQUEST A HEARING BEFORE THE PLANNING BOARD WITH REFERENCE TO THE ABOVE NOTED APPLICATION. I UNDERSTAND I WILL BE BILLED FOR THE PUBLICATION OF THE LEGAL NOTICE.

SIGNED: Timothy J. Carney Patricia J. Carney
NAME Timothy J. Carney Patricia J. Carney
(PLEASE PRINT)

COMMON DRIVEWAY MAINTENANCE AGREEMENT

The parties to this Agreement are _____ being the owner of a certain parcel of land shown as Lot 1, and _____ being the owner of a certain parcel of land shown as Lot 2, on the plan entitled “_____” dated _____ and recorded at Essex South District Registry of Deeds in Plan Book _____ Plan _____, pursuant to deed recorded with the Essex South District Registry of Deeds in _____ and _____. The parties by entering into this Common Driveway Maintenance Agreement intend to set out their respective obligations to maintain the easement area. The limits of the common driveway are shown on the attached “_____”, hereafter “Common Driveway Area”.

NOW, THEREFORE, in consideration of the premises and mutual covenants provided herein, the parties agree as follows:

(1) The parties agree on behalf of themselves, their heirs, personal representatives, successors, and assigns, to maintain said road and utilities and to perform repairs so as to maintain the Common Driveway Area in good and safe condition in accordance with standards set forth below. The parties hereby agree that the owners of the two lots shall share equally in the cost of such maintenance and repair, provided, however, that in the event that a party’s agent or business or professional invitee causes damages to the road other than ordinary wear and tear, said party shall be required to repair such damage and bear the cost thereof exclusively.

(2) The terms “maintenance” and “repair” shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the

road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, sanding and/or salting the roadway in winter to melt ice and snow and improve traction, repairing and or replacing if necessary any utility pipes, wires, poles and conduits of any utility and performing any and all necessary work required to maintain the road and utilities in a condition that will allow for reasonable and safe access of standard passenger vehicles and for the continued satisfactory use of the utilities as constructed.

(3) Each owner of the two lots agrees to indemnify and hold the other owner harmless from and against all costs, claims, expenses, damages (including personal injury and property damage), and liabilities of any nature whatsoever (including without limitation, court costs and reasonable attorneys' fees), incurred (a) as a result of or in connection with any personal injury or property damage that occurs in, on, or around the Common Driveway Area in connection with any exercise of the rights granted to the Common Driveway Area hereunder, (b) as a result of or in connection with any failures to comply with the provisions of this instrument or (c) otherwise resulting from or relating to any exercise of the right granted hereunder.

(4) The covenants set forth in this Common Driveway Maintenance Agreement shall run with the land described above and owned by the parties hereto and shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

(5) The Common Driveway Area which is the subject of this maintenance agreement is not dedicated to public use. It will not be maintained by the Town of Wenham authorities.

(6) This Common Driveway Maintenance Agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts.

This conveyance is made SUBJECT TO all easements, restrictions and conditions of record as the same may lawfully apply to the real estate herein conveyed.

Reference is hereby made to the aforementioned deed, plans and other instruments of chain of title for a more particular description of the property herein conveyed.

WITNESS the following signatures and seals:

by _____ (SEAL)
Lot 1 Owner

By _____ (SEAL)
Lot 2 Owner

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, the owner of Lot 1, proved to me through satisfactory evidence of identification, which was a Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, the owner of Lot 2, proved to me through satisfactory evidence of identification, which was a Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My commission expires: