

**Planning Board**  
**Application for Special Permits & Site Plan Review**

2012 JAN 13 AM 9:46

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TOWN CLERK  
TOPSFIELD, MA

**Form A**

Before you file this application, it is necessary that you be familiar with the requirements for filing plans and other materials in support of this application as specified in the Topsfield Zoning Bylaws, Scenic Road Bylaw, Stormwater & Erosion Control Bylaw and the respective Planning Board Rules and Procedures that are available from the Town Clerk and Community Development Coordinator as well as on the Town website at [www.topsfield-ma.gov](http://www.topsfield-ma.gov).

Incomplete applications will not be considered unless waivers are previously obtained from the Planning Board.

**SPECIAL PERMIT FEES:**

Business Park Use Permits	\$200.00
Elderly Housing Special Permits	\$1000.00 (New construction EHD see Site Plan Review fees listed below)
Common Drive	\$100.00
Accessory Apartment	\$100.00
Groundwater Protection District	
Wind Energy Conversion System – Small Scale	\$200.00
Ground Mounted Solar Photovoltaic Installations	
Scenic Road	
Stonewall Removal	\$75.00
Tree Removal	\$75.00
Stormwater & Erosion Control	\$100.00 plus \$.0030 times the total square footage of the area to be altered by the project; see exemptions under regulations

**SITE PLAN REVIEW**

**1. Coverage Fee**

\$100/5,000 sq. ft. or any portion thereof of new/altered lot disturbance (the total square footage of all new/altered building footprints, plus all paved surfaces, septic installations and stormwater management systems.

\_\_\_\_\_ sq. ft. ÷ 5,000 sq. ft. x \$100 = \_\_\_\_\_ area of new/altered coverage

**2). Gross Floor Area Fee**

\$200/5,000 square feet or any portion thereof of new/altered Gross Floor Area (gross floor area – the total square footage of all new floor area on all levels of all new or existing buildings.

\_\_\_\_\_ sq. ft. ÷ 5,000 sq. ft. x \$200 = \_\_\_\_\_ area of new/altered gross floor area

NATURE OF APPLICATION:

- Petition for Special Permit pursuant to Article 4.07, Section J of the Zoning Bylaw.
- Petition for Finding pursuant to Article \_\_\_\_\_, Section \_\_\_\_\_ of the Bylaw.
- Petition for Site Plan Review pursuant to Article IX of the Zoning Bylaw (and the Guidelines and Performance Standards for Activities Subject to the Provisions of Article IX of the Topsfield Zoning Bylaw; and Supplement Form C for submitted requirements and formats).
- Petition for Scenic Road Permit pursuant to Chapter LV
- Petition for Stormwater & Erosion Control pursuant to Chapter LI

DESCRIPTION OF APPLICANT:

- a. Name CARISTOPHER & BONNIE NASH
- b. Address 41 CROSS ST. TOPSFIELD, MA 01983
- c. Phone Number 978-887-8948
- d. Interest in Premises (e.g., owner, tenant, prospective purchaser, etc.) OWNER  
(Attach copy of lease and/or letter of authorization from owner, if applicable)

DESCRIPTION OF PREMISES:

- a. Assessor's Map 62, Lot(s) 2, Zoning District ORA
- b. Location of Premises (number and street) 41-43 CROSS ST., 29 CROSS ST.
- c. Name and address of legal owner (if different from Applicant) CRISTOPHER NASH: 41 CROSS ST. TOPSFIELD, MA 01983
- d. Deed to the Premises recorded at (if known):  
 Essex South District Registry of Deeds, Book 21066 Page 402  
 Essex South Registry District of the Land Court, Certificate Number \_\_\_\_\_
- e. Prior zoning decisions affecting the Premises (if any):  
 Date of Decision \_\_\_\_\_ Name of Applicant \_\_\_\_\_  
 Nature of Decision \_\_\_\_\_
- f. Present use of the Premises SINGLE FAMILY
- g. Present structures conform to current Zoning Bylaw. Yes  No  If no, in what respect does it not conform. LOT LINE ADJUSTMENT PLAN ENDORSED BY PLANNING BOARD TO BE RECORDED WITH SPECIAL PERMIT

PROPOSAL (attach additional sheets if necessary):

- a. General Description:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. If proposal is for construction or alteration of an existing structure, please state:

	FRONT	REAR	SIDE(S)
1. Setbacks required per bylaw	_____	_____	_____
2. Existing setbacks	_____	_____	_____
3. Setbacks proposed	_____	_____	_____

	FRONTAGE	AREA
4. Frontage and area required by bylaw	_____	_____
5. Existing frontage (s) and area	_____	_____
6. Frontage (s) and area proposed	_____	_____

	FEET	STORIES
7. Existing Height	_____	_____
8. Height proposed	_____	_____

c. Other town, state or federal permits or licenses required, if any:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NECESSARY ACCOMPANYING DATA:**

It is required that every application be accompanied by appropriate supporting data. Failure to submit appropriate and complete data could result in delay and/or denial of application for zoning relief. Place a check next to the applicable accompanying supporting data:

**Variance of Special Permit Applications:**

(See Zoning Board of Appeals Rules and Procedures Section III)

All required supporting data attached  Yes  No

**Site Plan Review Applications:**

(See Town of Topsfield Zoning Bylaw, Article IX, Section 9.05. See also Guidelines and Performance Standards for Activities Subject to the Provisions of Article IX of the Topsfield Zoning Bylaw)

All required supporting data attached  Yes  No

**Comprehensive Permit Applications:**

(See G.L.c. 40B, Sections 20-23)

All required supporting data attached  Yes  No

**Appeals from decisions of Building Inspector or Others:**

(See Zoning Board of Appeals Rules and Procedures, Section III (1) (e))

All required supporting data attached  Yes  No

If all required supporting data is not attached, why not:

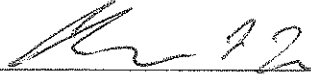
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6-6-12

Date



Signature of Applicant

**TOWN OF TOPSFIELD, MA  
PLANNING BOARD**

**Application Supplement Form B**

Attach to this form a copy of the Assessor's map (scale 1" equals 200') showing the property and all other properties and roadways within 300 feet of any portion of the property. Also, show the lot number and lot owner's name on each lot within the 300'.

List below the lot owner names and mailing addresses as shown in the Assessors' records, beginning with the property of the Applicant (locus).

Applicant's Name, Mailing Address: CHRIS & BONNIE NASH

41 CROSS ST. TOPSFIELD, MA 01983

Telephone No. 978 887 8998

Locus: \_\_\_\_\_

Map	Block	Location	Owner	(If different from location) Mailing Address
62	2	41-43 CROSS	CHRIS & BONNIE NASH	41 CROSS ST TOPSFIELD MA 01983

SEE ATTACHED LIST

If needed, attach additional sheets.

**Assessor's Certification**

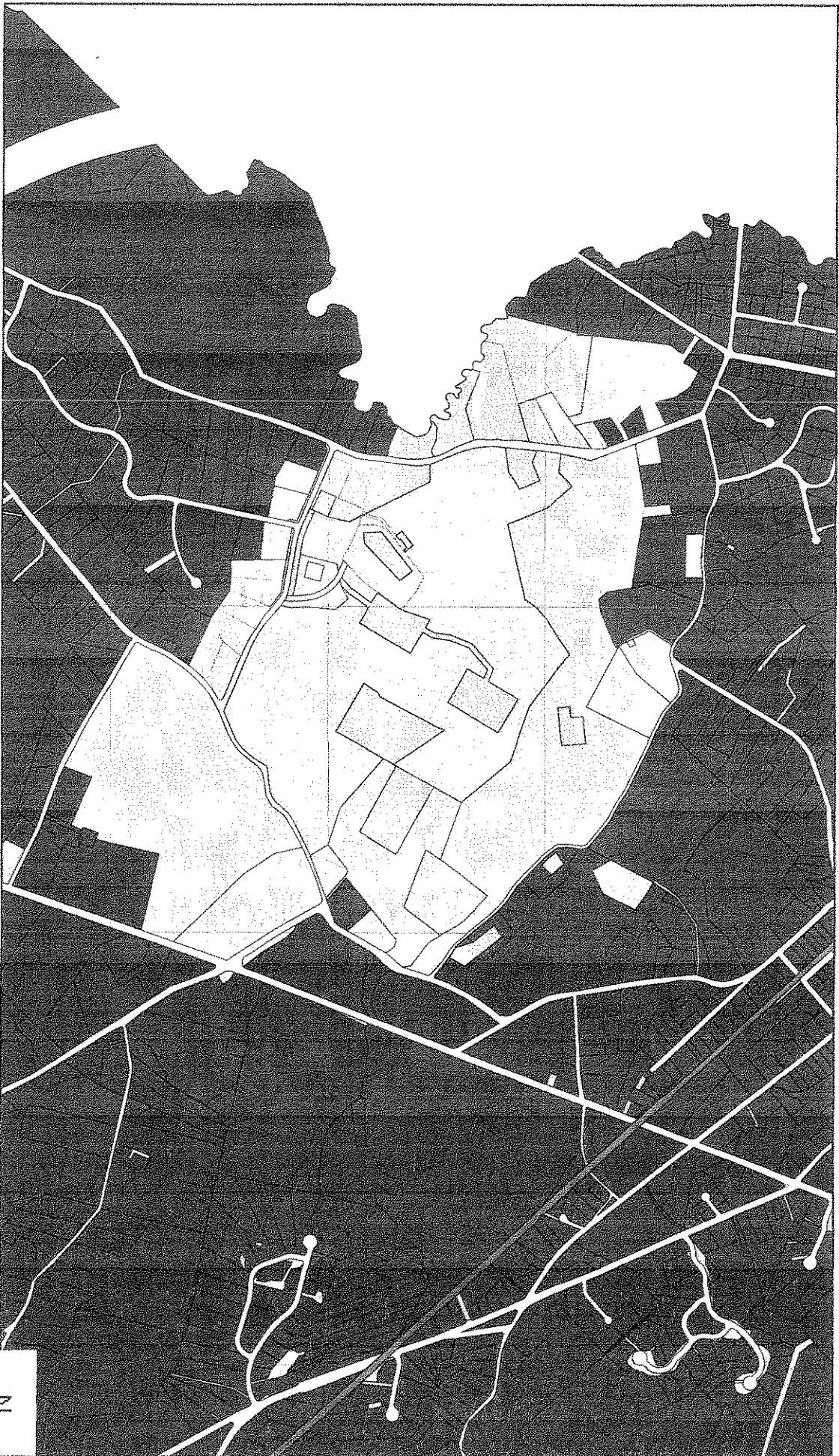
To the Topsfield Planning Board:

This is to certify that, at the time of the last assessment for taxation made by the Town of Topsfield, the names and mailing addresses of the parties assessed as owners of land within 300' of the parcel of land shown in the attached sketch were as listed.

Authorized Signature  
Assessors' Office Pauline M. Travis

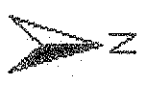
Date of Verification 1-5-2012

# 62-2 41-43 CROSS STREET



Information on this Map is  
Compiled and Maintained for  
Assessing Purposes Only

GEOGRAPHIC INFORMATION SYSTEM  
VISION APPRAISAL TECHNOLOGY



ABUTTER'S LIST FOR 62-2 41-43 CROSS ST FOR PLANNING BOARD WITHIN 300'  
TOPSFIELD, MA

Map	Block Lot	Location	OWNER-S NAME	CO-OWNER-S NAME	Mailing Address	City	St Zip
62	22	5 ALDERBROOK DR	MARSHALL ROBERT A	MARSHALL ALLESSANDRA SILVIETTI	5 ALDERBROOK DR	TOPSFIELD	MA 01983
63	3	130 BOSTON ST	DIGRAZIA ERIC		45 SALEM RD	TOPSFIELD	MA 01983
56	2	17 BRADSTREET LN	PAGE DONNA M		17 BRADSTREET LN	TOPSFIELD	MA 01983
63	2	10 CROSS ST	NASH CHRISTOPHER F		41-43 CROSS ST	TOPSFIELD	MA 01983
62	35	29 CROSS ST	NASH CHRISTOPHER F		41 CROSS ST	TOPSFIELD	MA 01983
62	3	36 CROSS ST	HOYT CHARLES M III	HOYT KAREN A	36 CROSS ST	TOPSFIELD	MA 01983
62	23	46 CROSS ST	GINLEY PATRICK E	GINLEY MARY JUDITH	46 CROSS ST	TOPSFIELD	MA 01983
62	34	47 CROSS ST	GELGER CHRISTOPHER		47 CROSS ST	TOPSFIELD	MA 01983
56	1	3 HILL ST	SNEDDON ERNEST A	SNEDDON LOIS NOLAN	3 HILL ST	TOPSFIELD	MA 01983
48	9	68 RIVER RD	MCLAUGHLIN DANIEL T	MCLAUGHLIN RACHEL R	204 GARRISON LN	TOPSFIELD	MA 01983
47	37	9 ROWLEY BRIDGE RD	NASH CHRISTOPHER F		41 CROSS ST	TOPSFIELD	MA 01983
47	34	19 ROWLEY BRIDGE RD	ROWELL JONATHAN F	ROWELL PATRICIA H	19 ROWLEY BRIDGE RD	TOPSFIELD	MA 01983
47	33	21 ROWLEY BRIDGE RD	GERRY MARK B	GERRY EDNA M	21 ROWLEY BRIDGE RD	TOPSFIELD	MA 01983
55	8	29 ROWLEY BRIDGE RD	THOMAS ANNE L	THOMAS DONALD H	29 ROWLEY BRIDGE RD	TOPSFIELD	MA 01983
55	9	30 ROWLEY BRIDGE RD	MALONEY ROBERT M	MALONEY MARY E	30 ROWLEY BRIDGE RD	TOPSFIELD	MA 01983
55	7	43 ROWLEY BRIDGE RD	MASCONMET REGIONAL SCHOOL DISTRICT		ENDICOTT RD	TOPSFIELD	MA 01983
55	6	51 ROWLEY BRIDGE RD	ESSEX COUNTY GREENBELT ASSOCIATION INC		82 EASTERN AVE	TOPSFIELD	MA 01983
55	5	59 ROWLEY BRIDGE RD	ESSEX COUNTY GREENBELT ASSOCIATION INC		82 EASTERN AVE	TOPSFIELD	MA 01983
63	4	49 SALEM RD	DIGRAZIA JOSEPH F	DIGRAZIA ERIC & DIGRAZIA JOEL	49 SALEM RD	TOPSFIELD	MA 01983

## COMMON DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

This Common Driveway Easement and Maintenance Agreement is entered into this 11<sup>th</sup> day of JANUARY, 2012 by and among the below described property owners, with respect to an existing private driveway located on and off Cross Street in Topsfield, Essex County, Massachusetts, all as further described below.

The property owners (together at times referred to as the "Owners"), who are the parties to this agreement are as follows:

1. Christopher F. Nash ("CNash"), Owner of Lot 8A.
2. Christopher F. Nash and Bonnie S. Nash ("CBNash"), Owners of Lot 9B and Lot 9C.

Lots 8A, 9B, and 9C are shown on a certain plan entitled "Plan of Land in Topsfield, MA" Property of Christopher F. and Bonnie S. Nash, dated June 2, 2008, Revised July 2, 2008, by Donohoe and Parkhurst, Inc., recorded herewith, and on a second plan entitled, "Common Driveway Easement Plan, Topsfield, MA", prepared for Christopher F. Nash and Bonnie S. Nash, Scale 1"=30", dated August 18, 2008, by Donohoe and Parkhurst, Inc., recorded herewith. The second plan is referred to hereafter as the "New Plan".

For title to Lot 8A, 9B, and 9C, reference is made to deeds recorded with the Essex South District Registry of Deeds in Book 17694, Page 402, Book 22066, Page 331, and to deed of Christopher F. Nash, of even date, recorded herewith.

Lots 8A, 9B, and 9C presently share an existing common driveway, located largely within Lot 8A, and more particularly shown as a "50' Wide Driveway Easement" on prior plans recorded with said Registry in Plan Book 156, Plan 52, Plan Book 354, Plan 20, and Plan Book 362, Plan 32, (the "Prior Plans"). CNash and CBNash agree that effective upon the recording of this Common Driveway and Maintenance Agreement, all rights and obligations presently existing in, on, and over the existing common driveway, as shown on the Prior Plans, and as described in any and all prior recorded easement documents, are hereby terminated, shall be of no further force and effect, and shall be replaced by the rights and easements set forth herein, in the locations shown as Easement #1 and Easement #2, on the aforesaid New Plan.

Now therefore, for consideration paid, the receipt and sufficiency of which is hereby acknowledged, CNash and CBNash hereby agree as follows:

1. CNash, as the owner of Lot 8A, grants to CBNash, as the owner of Lot 9B, an easement and right of way, for access and egress to and from Lot 9B to Cross Street, for pedestrian and vehicular traffic, and for the installation, maintenance, repair, and replacement of utilities, in, on, and within the limits of Easement #1 and Easement #2, as shown on the New Plan.

2. CNash, as the owner of Lot 8A, grants to CBNash, as the owner of Lot 9C, an Easement and Right of Way, for access and egress to and from Lot 9C to Cross Street, for pedestrian and vehicular traffic, and for the installation, maintenance, repair, and replacement of utilities, in, on, and within the limits of Easement #1 and Easement #2, as shown on the New Plan. CBNash's easement rights (as the owner of Lot 9C) within Easement #1 shall terminate at the Northwesterly intersection of Easement #1 and Easement #2, and shall continue within Easement #2 to the common lot line between Lot 8A and Lot 9B.

3. CBNash, as the owner of Lot 9B, grants to CBNash, as the owner of Lot 9C, an easement

and right of way, in, on and within the portion of Easement #2, located within Lot 9B, for access and egress to and from Lot 9C and the continuation of Lot 9C's easement rights within Easement #1 and Easement #2, over Lot 8A to Cross Street, for pedestrian and vehicular traffic, and for the installation, maintenance, repair, and replacement of utilities, in, on, and within the limits of Easement #2 as shown on the New Plan.

4. It is the intention of CNash and CBNash, that the common driveway remain private in perpetuity, and that the Town of Topsfield shall have no obligation, or liability for the maintenance, repair, replacement, snow plowing, snow and ice control or upkeep of said common driveway, provided only that the Town of Topsfield shall have the right, but not obligation, to enforce the obligations of the parties to this agreement, in the event of a failure of any one or more of said parties to adequately maintain said common driveway. CNash and CBNash agree to comply with all terms and conditions of the Common Driveway Special Permit, issued by the Town of Topsfield pursuant to Section 4.07 (j) of the Topsfield Zoning Bylaw and recorded herewith.

5. Maintenance, repair and replacement obligations for the easement areas shall be as follows:

Easement #1:	Lot 9B	50%	Easement #2:	Lot 9B	50%
	Lot 9C	50%		Lot 9C	50%
	<hr/>			<hr/>	
	Total:	100%		Total:	100%

The owner of Lot 8A does not presently use Easement #1, but may elect to do so in the future, in which event the allocation for Easement #1 shall be as follows:

Easement #1	Lot 8A	33.3%
	Lot 9B	33.3%
	Lot 9C	33.3%
	<hr/>	
	Total:	100%

Any one or more of the present or future owners of Lots 8A, 9B, and 9C may elect to relinquish the easement rights granted herein, and the maintenance and related financial obligations set forth herein, by an instrument in writing duly recorded with the Essex South District Registry of Deeds.

6. The maintenance and repair of Easement Areas #1 and #2 shall be undertaken by the lot owners having responsibilities therefore, so as to ensure continuous year round access for pedestrian and vehicular traffic, for the safety and convenience of the respective Owners of said parcels, and to provide continuous year round access for all emergency, fire, rescue, police, moving, construction, and maintenance vehicles. CNash and CBNash shall be separately and solely responsible for the maintenance and repair of their individual driveways not located within Easement #1 and Easement #2, which serve only their individual properties, and no other. Maintenance obligations shall include the following:

a. General Maintenance. Maintenance, repair, and general upkeep of the common driveway including the paved and gravel surfaces thereof, and any turnouts, shoulders, culverts and headwalls now or hereafter constructed in connection therewith. These improvements shall be maintained in a good and safe condition in all seasons of the year, so as to provide for normal and emergency access as set forth hereinabove. Culverts, headwalls, and related drainage facilities, if any, shall be kept clear and open on a year round basis, and likewise maintained as aforesaid.

The Owners of Lot 9B and/or Lot 9C, may elect to pave that portion of Easement #1, and

Easement #2, to match the existing paved surface presently located within Easement #1, provided that the cost of such paving shall be shared by agreement of said lot Owners, or failing which, shall be paid for entirely by the lot owner choosing to pave said easement areas. All work shall in any event be completed in a good, workmanlike, and timely manner, so as to minimize any inconvenience to other lot owners, and all damage and disturbance to the easement area shall be promptly restored to its former condition upon completion of construction.

b. Snow Removal. The removal and disposal of all snow and ice from the common driveway surface shall be completed in a timely and efficient manner, so as to provide optimum safe and convenient access during periods of inclement weather. Sanding and/or de-icing materials utilized on the common driveway and/or private driveways shall be in strict compliance with all applicable environmental laws, rules and regulations.

c. Landscaping and Drainage Facilities. Any landscaping and drainage facilities now or hereafter constructed within the common driveway, and any trees, shrubs, retaining walls or other landscaping features, shall be maintained in functional working condition, and in a neat and clean condition. The common driveway shall be maintained free of fallen limbs and trees, and pruning, clearing and removal of all brush and foliage which might obstruct the passage over, or site lines affecting the common driveway, shall be promptly completed. All such work shall be undertaken in a professional manner, and by licensed and insured tradesmen.

7. Payment Responsibilities and Enforcement. If any present or future owner of Lots 8A, 9B, and/or 9C shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to this Agreement, and such default shall continue for a period of fifteen (15) days after receiving written notice thereof from the owner of any other Lot, any such non-defaulting lot owner(s), at his or its option, shall have, but not be limited to, the following rights and remedies:

a. Any amounts due but unpaid by an owner under this agreement shall constitute and shall be deemed for all purposes to be an equitable charge and continuing lien against the property of the owner and/or owners who fail(s) to pay such sum, the owner or owners of the property which is owed such amount shall be and they are hereby authorized and empowered to take any and all steps necessary to perfect said lien, including the recordation of an appropriate lien document at the Registry of Deeds, and such lien shall be enforceable in the same manner as materialmen's and mechanic's liens or any judgment lien. Nevertheless, such equitable charge and lien for such items due and owing to the owner of a Lot shall for all purposes shall be subject and subordinate to any mortgage, deed of trust or similar instrument encumbering the Lot of the defaulting owner which is recorded prior to the attachment of such lien.

b. In the event that any owner(s) shall institute an action or proceeding against the other owner and/or owners relating to the provisions of this agreement or of any default hereunder, or to collect any amounts owing hereunder, then the prevailing party shall be reimbursed by the other party and/or parties for costs and expenses incurred by the prevailing party in connection with such proceeding and any appeals therefrom, including reasonable attorney's fees and court costs.

8. Miscellaneous Provisions:

a. Utility Tie In: To the extent that utilities are now or hereafter placed within either the common driveway or a private driveway, each Owner may at his or her own expense tie into and utilize said utility lines located within the common driveway, provided that all tie in expenses are borne by said Owner, and provided further that any and all damage, destruction, or disturbance to the common driveway

is promptly and completely restored following the utility tie-in work, and that safe and reasonable access is provided to the other lot owners during periods of construction, to the greatest extent possible.

b. Relocation. The Owners from time to time of Lot 8A and 9B, shall have the right to relocate all or a portion of Easement #1 and Easement #2 located within their respective lots, provided that the Owners so wishing to relocate shall be solely responsible for all construction and related costs in connection therewith, all work shall be done in a timely and efficient manner, so as not to inconvenience the rights of the other lot owners, the easement as relocated provides substantially equivalent access to the subject lots, and all relocation work shall be done in compliance with the Special Permit referred to in paragraph 4 preceding, and any further approvals or modifications to the Common Driveway Special Permit shall be obtained prior to the commencement of construction. Upon completion of all construction, an amendment to this easement, and revised easement plans shall be recorded with the Registry of Deeds.

c. Voting/Amendments. To the fullest extent possible, all actions and decisions to be made pursuant to this Agreement shall be unanimous among the lot Owners affected thereby, who shall use diligent good faith efforts to arrive at such consensus. In the event that, after such diligent efforts, unanimity can not be attained, then and in this event a majority vote shall control such action or decision, and such majority decision shall be binding and conclusive with respect to all lot owners. If, for any reason, a majority vote can not be attained, then and in this event, all lot owners agree to submit the matter in question to binding arbitration pursuant to the Rules and Regulations of the American Arbitration Association then in effect.

Amendments or Modifications to this Agreement may likewise be made and effected pursuant to the affirmative vote of a majority of the lot Owners, subject in any event to compliance with the Common Driveway Special Permit referred to in paragraph 4 preceding.

d. Parking/Storage. No Owner, nor any agent, contractor, or other person or entity acting on behalf of an Owner, shall park or store any motor vehicle, or other vehicle, equipment or any other personal property or material within the common driveway, or otherwise obstruct or impede the safe and efficient passage of vehicles, equipment, or pedestrians in or within said common driveway. The common driveway shall be kept clear and open for access and egress at all times.

e. Payment of Common Expenses. Each Owner shall pay their proportionate share of the maintenance expenses for the common driveway, as set forth hereinabove, promptly upon the receipt of appropriate invoicing for all work performed. All invoices shall be paid promptly when due. The Owners shall have the right, but not the obligation, to open and maintain a checking account, and to employ a bookkeeper or other clerical assistant, to facilitate the efficient payment and record keeping in connection with said maintenance obligations.

f. Rights and Remedies; Enforcement. The rights, responsibilities, and obligations set forth herein may be enforced by any one or more of the aggrieved Owners, who shall have the right to pursue all available remedies, both at Law and in Equity, including equitable and injunctive relief, for the purpose of fully enforcing the terms and provisions hereof. This instrument shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

This Common Driveway Easement and Maintenance Agreement shall be binding upon, and inure to the benefit of CNash, and CBNash, as the present Owners of Lots 8A, 9B, and 9C, and their successors in title, and the rights and obligations granted hereunder shall be deemed appurtenant to the subject premises affected thereby.

Witness our hands and seals on the 11<sup>th</sup> day of JANUARY, 2012.

Lot 8A

[Signature]  
Christopher F. Nash

Lot 9B. and Lot 9C

[Signature]  
Christopher F. Nash

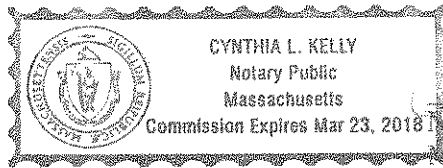
[Signature]  
Bonnie S. Nash

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

January 11, 2012

On this 11 day of January, 2012, before me, the undersigned notary public, personally appeared Christopher F. Nash proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] oath or affirmation of a credible witness, or [] personal knowledge of the undersigned, and acknowledged to me that he signed it voluntarily for its stated purpose.



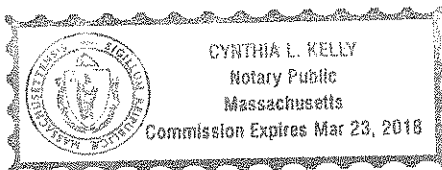
[Signature]  
Notary Public:  
My Comm. Expires: March 23, 2018

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

January 11, 2012

On this 11 day of January, 2012, before me, the undersigned notary public, personally appeared Bonnie S. Nash proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] oath or affirmation of a credible witness, or [] personal knowledge of the undersigned, and acknowledged to me that she signed it voluntarily for its stated purpose.



[Signature]  
Notary Public:  
My Comm. Expires: March 23, 2018