

Town of Milford
ZONING BOARD OF ADJUSTMENT



NOTICE OF HEARING

Town Hall
1 Union Square
Milford, NH 03055-4240
(603) 249-0620
Fax (603) 673-2273
www.milford.nh.gov
TDD Access:
Relay NH 1-800-735-2964

Notice is hereby given for a Public Hearing to be held on December 6, 2012 at 7:00 PM in the Board of Selectmen's Meeting Room.

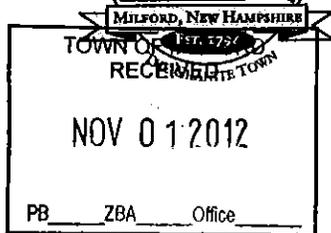
John Samonas, owner of 583 Nashua St, Map 44, Lot 11, in the "ICI" district, is requesting a Variance from Article V, Section 5.08.4:A, for the creation of a new lot with no frontage on a Class V or better road.

Case # 2012-29

Dated: November 21, 2012

Kevin Johnson
Kevin Johnson, Chairman

Owner/authorized representative must attend hearing; abutters requested to attend.



RECEIVED
OCT 29 2012
TFM BEDFORD

App# 20121101

VARIANCE	
Date Received:	11/1/12
Case #:	2012-29
Rehearing #:	
W	[REDACTED]

TOWN OF MILFORD
ZONING BOARD OF ADJUSTMENT
APPLICATION FOR VARIANCE

Name of applicant: John Samonas Phone #: [REDACTED]

Email: john@samonasgroup.com

Address: 111 Bow Street, Portsmouth, NH 03801

Owner: SAME
(If same as applicant, write "same")

Address: 111 Bow Street Portsmouth, NH 03801

Location of property: 583 Nashua Street Map 44 Lot 11
(Number and street)

Description of property: 10 Acre+/- Property Zoned Integrated Commercial-Industrial (ICI)

Approximately 210 feet of frontage along Nashua Street/ 520 feet along Route 101

The present use is vacant.

(Lot dimension, total area, present use)

This application is not considered acceptable unless all required statements have been made and all sections completed. Additional information may be supplied on separate sheets if necessary.

Fees: \$75.00 per case plus \$5.60 per abutter, including owner and representative (if applicable)

Town of Milford New Hampshire
One Union Square · Milford, NH 03055 · Phone (603) 249-0620 · Fax (603) 673-2273
www.milford.nh.gov

Section 1 - APPLICATION FOR VARIANCE

A variance is requested from Article v Section 5.08.4.A of the Zoning Ordinance to permit Creation of a new lot for development purposes without frontage on a public road.

Facts supporting this request:

1. Granting the variance would not be contrary to the public interest because:
Access to the new parcel will be provided by an easement through abutting lot 44-13-1.
2. The use is not contrary to the spirit of the ordinance because:
The subdivision is necessary to provide viable use of the existing buildable upland areas southerly of the existing pond. The resulting property configuration will will maintain harmony with the adjacent developments.
3. Granting the variance would do substantial justice because:
The overall objective is to develop the area with a shared driveway connection to Nashua Road. Deeded, unrestricted access to Nashua Road will be provided to benefit new lot 11.
4. The proposed use would not diminish surrounding property values:
The proposed use will be permitted by the zoning ordinance. The existing setbacks will be maintained to provide a barrier between adjacent uses. For these reasons, the project will not diminish surrounding property values.
5. Denial of the variance would result in unnecessary hardship.
(A). "Unnecessary hardship" means that, owing to special conditions of the property that distinguish it from other properties in the area:
 - i. No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property because (explain):
Deeded, unrestricted access to the new parcel will be provided to ensure the viable access to the property. The property is unique from other properties because of its relative size and pond / wetlands configuration.
 - ii. and; The proposed use is a reasonable one because(explain):
Granting the variance will permit the reasonable development of the buildable upland areas adjacent to Route 101. The future use will be compatible with the surrounding community. Because of the ponds/wetlands configuration, access to this parcel would be through the common driveway irrelevant of frontage available.
(B). If the criteria in Section (A) are not established, an unnecessary hardship will be deemed to exist if, and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the ordinance. A variance is therefore necessary to enable a reasonable use of the property because:

Section 3 - ABUTTERS

See attached sheet.

Section 4 - ATTACHMENTS

- A. Plan of property and all buildings, drawn to scale, is required.
- B. Building permit application as needed (to be determined by building official.)
- C. Additional explanations, justification, abutter's statements, letters, etc.

Section 5 - REPRESENTATION

Owner(s) authorization for applicant or other agent to represent the owner at the proceedings

TF Moran, Inc.

Print name of person or party representing the owner(s)

The applicant or agent, as stated hereon, has authorization from the property owner to submit this Zoning Board of Adjustment application and to represent the property owner on matters relative to said process.

[Signature]
Owner's Signature

10/25/12
Date

Section 6 - SIGNATURES

Signature of Applicant [Signature] Date 10/25/12

Signature of Owner [Signature] Date 10/25/12

Signature of Zoning Official [Signature] Date 11/19/12
*Community Development
Director / Zoning Administrator*

For office use only

CODE ENFORCEMENT OFFICER'S DECISION AND COMMENTS:

From a development standpoint the proposed subdivision is reasonable, allowing deeded full access to the proposed new lot 44-11 along an interior drive designed and engineered, and constructed, to serve the back (southern portion of the property). Proposed lot 44-11, if developed, will be utilized for a use independent of the eventual use of proposed lot 44-11A as shown on the Revised 8/10 attached plan. [Signature] 11/19/12



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects

October 22, 2012

Abutters List
Samonas / Milford

Job #
76465.07

44-11
JOHN SAMONAS
PO BOX 2
GREENLAND, NH 03840

44-13-1
WALGREEN EASTERN CO. INC.
STORE 10462 RET
DEERFIELD, IL 60015

44-13
BURGER KING CORP #8602
P.O. BOX 020783
MIAMI, FL 33102

44-12
US POSTAL SERVICE
6 GRIFFIN ROAD
N. WINDSOR, CT 06006PP

44-6
LORDEN SC. LLP
C/O KIMCO REALTY CORP.
3333 NEW HYDE PARK RD STE 100
NEW HYDE PARK, NY 11042

44-10
COLE MT MILFORD NH, LLC
ATTN: LEGAL DEPT
2555 E. CAMELBACK RD STE 400
PHOENIX, AZ 85016

TF MORAN INC.
48 CONSTITUTION DRIVE
BEDFORD, NH 03110

43-57
PROVINS, JANE E TRSTEE
LORDEN, DOROTHY E FAMILY
TRST
113 NORTH MASON RD
BROOKLINE, NH 03033

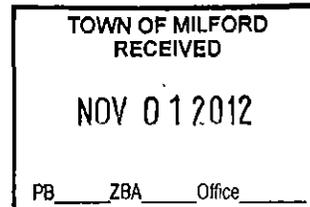
NHDOT
P.O. BOX 483
CONCORD, NH 03302

48 Constitution Drive
Bedford, NH 03110
Tel: (603) 472-4488
Fax: (603) 472-9747
www.tfmoran.com

New Hampshire Offices: Bedford | Manchester | Salem | Portsmouth | Keene



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Planners



October 31, 2012

Town of Milford
Zoning Board of Adjustment
Town Hall
1 Union Square
Milford NH 03055

Re: Variance for John Samonas
Map 44 Lot 11
583 Nashua Road, Milford, NH

Dear Members of the Town of Milford Zoning Board of Adjustment:

TF Moran Inc. (TFM) represents John Samonas regarding plans for a proposed subdivision at his property designated as Map 44 Lot 11 and generally located at 583 Nashua Road in Milford, New Hampshire. The existing 10+/- acre property is zoned Integrated Commercial-Industrial (ICI) and is currently occupied by an existing foundation (for former property restaurant). The property is bounded by Nashua Road to the north, retail buildings to the east, Route 101 to the south, and a pharmacy to the west (Walgreens). The applicant proposes to subdivide the tract to create two parcels for development purposes. A variance is requested from Article V Section 5.08.4.A to create a new lot without direct frontage on a public road.

We have enclosed executed copies of the variance application and supporting plans illustrating the proposed division. We look forward to working with the ZBA on this project, and appreciate any means to reasonably expedite the process. Please contact me at (603)472-4488 with any questions or concerns.

Sincerely,
TFMoran Inc.

A handwritten signature in black ink, appearing to read 'Jason Hill', written over a horizontal line.

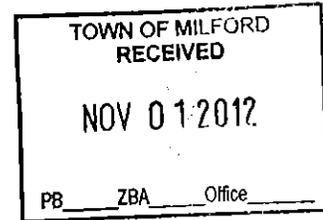
Jason Hill
Project Manager

/Enclosures

48 Constitution Drive
Bedford, NH 03110
Phone (603) 472-4488
Fax (603) 472-9747
www.tfmoran.com



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Planners



October 31, 2012

Town of Milford
Zoning Board of Adjustment
Town Hall
1 Union Square
Milford NH 03055

Re: Variance for John Samonas
Map 44 Lot 11
583 Nashua Road, Milford, NH

Dear Members of the Town of Milford Zoning Board of Adjustment:

We have prepared the following responses to address the proposed variance criteria for John Samonas.

1. Granting the variance would not be contrary to the public interest because:

Granting the variance will allow for the reasonable development of buildable uplands areas to establish viable use of the parcel consistent with the overall scope of the zoning ordinance. Future development will conform to the provisions of the Town of Milford Zoning Ordinance. Granting the variance will not cause or affect any increase in flooding, obnoxious noise, odors or vibration.

2. The use is not contrary to the spirit of the ordinance because:

The spirit of the ordinance is to prohibit unreasonable development of land which may cause or have the potential to be detrimental to the community. In the case of frontage requirements, the spirit of the ordinance is to ensure that each parcel has adequate access to a public road. In this case, access is provided via an existing easement through the abutting Walgreens lot. Additionally, a primary objective of frontage requirements are to prevent the overcrowding of land and strain on the municipal resources. The new lot will exceed the minimum lot area required by the town and existing setbacks will be maintained.

3. Granting the variance would do substantial justice because:

Granting the variance would permit the owner to develop the buildable uplands areas in a manner and use consistent with the surrounding developments. The town will benefit from this project because land values will be increased which, in turn, will increase the town's tax base.

48 Constitution Drive
Bedford, NH 03110
Phone (603) 472-4488
Fax (603) 472-9747
www.tfmoran.com

The owner will be incurring all costs associated with creation and maintenance of access. For these reasons, granting the variance would do substantial justice.

4. The proposed use would not diminish surrounding property values:

The future land use will be permitted by right in the zoning ordinance. The existing setbacks will be maintained to provide a barrier between adjacent uses. Granting the variance will not cause a detriment to currently conformed adjacent properties with respect to the current rules and regulations. For these reasons, the project will not diminish surrounding property values.

5. Denial of the variance would result in unnecessary hardship.

(A). "Unnecessary hardship" means that, owing to special conditions of the property that distinguish it from other properties in the area:

i. No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property because (explain):

The property is unique from other properties in the vicinity because of its overall size and location of buildable uplands areas relative to limited frontage on Nashua Road. The property was acquired by the applicant with the specific intent to develop as multiple individual building lots. The property is unique because of the existing wetlands configuration which transects the land, resulting access must be derived from the shared driveway with the pharmacy. Because the access is served by an existing traffic signal it is most prudent and feasible to utilize this point for the new development. An existing access easement to Nashua Road is provided to ensure deeded, unrestricted access to the parcels. Because perspective tenants are seeking outright land ownership (as opposed to land lease) denial of the variance will limit the marketability of the property for development at no significant benefit to the town. Additionally, denial of the variance would prohibit the owner from flexibility and viable use of the property consistent with the original intent.

ii. and; The proposed use is a reasonable one because(explain):

The future land use will be consistent with the surrounding neighborhood.

We trust that these responses address your concerns. Please contact me at (603)472-4488 with any questions or concerns.

Sincerely,
TFMoran Inc.



Jason Hill
Project Manager

TOWN OF MILFORD
RECEIVED
NOV 01 2012
PB ZBA Office

7023943

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Unofficial Document
461

Unofficial Document

34.63
2.
36.63 HOT

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
THOUSAND	HUNDRED AND 40 DOLLARS
04/10/2007	815331 \$ 815331.00
VOID IF ALTERED	

Unofficial Document

Unofficial Document

**RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 3 day of April, 2007, by and between **Botsini Milford LLC**, a New Hampshire limited liability company ("**Botsini**"), having an address of 450 Station Avenue, South Yarmouth, Massachusetts 02664 and **John Samonas**, an individual ("**Samonas**"), having an address of 157 Newington Road, Greenland, New Hampshire 03840.

Unofficial Document
Preliminary Statement

Unofficial Document

A. Botsini owns the property located along Nashua Street (Route 101A), in Milford, Hillsborough County, New Hampshire containing approximately 2.0885 acres, more or less, by virtue of the deed from John Samonas recorded with this Agreement with the Hillsborough County Registry of Deeds ("**Botsini Parcel**") and shown as the lot labeled "Proposed 44-13-1" on the plan entitled "Tax Map 44 Lot 11 & 13-1 Lot Line Adjustment Plan John Samonas Milford, NH," prepared by Thomas F. Moran, Inc., dated June 19, 2006 ("**Plan**").

B. Samonas owns the property located along Nashua Street (Route 101A), in Milford, Hillsborough County, New Hampshire containing approximately 8.5030 acres, more or less, being a portion of the property conveyed by deed from Eunice E. Welch, Trustee of the Eunice E. Welch Revocable Trust to be recorded herewith with the Hillsborough County Registry of Deeds and shown as the lot labeled "Proposed 44-11" on the Plan ("**Samonas Parcel**").

C. Botsini intends to develop the Botsini Parcel for use by Walgreen Co. and Samonas intends to develop the front portion of the Samonas Parcel as a retail/commercial site. Botsini and Samonas intend jointly to develop the rear portion of the Samonas Parcel, south of the pond shown on the Plan ("**Rear Parcel**"), as a retail/commercial site at a future date.

D. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to the Parcels, for the mutual and reciprocal benefit and complement of the Samonas Parcel and the Botsini Parcel, and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

BK 7831 PG2546

Unofficial Document

Unofficial Document

hereby agree that the within granted easements for access and utilities shall benefit the Rear Parcel.

Nothing in this Agreement shall limit any right to locate buildings or other improvements on any part of the land owned by a party and not included within the limits of the Easement Area described above.

2. Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3. Access Opening. The opening(s) and access point(s) contemplated between the Parcels for use of the Driveway are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in this Agreement. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

4. Reasonable Use of Easements. The easements herein above granted shall be used and enjoyed by each Owner in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

5. Maintenance.

5.1 Buildings and Appurtenances Thereof. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair.

5.2 Easement Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense the Easement Area located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of the Easement Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Easement Area in a clean, safe and orderly condition.

BK 783 1062548

(ii) the Rear Parcel shall not be used, directly or indirectly, disco, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, massage parlor, funeral home, the outdoor housing or raising of animals, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, any use which may require water and sewer services in excess of the capacities allocated to the Leased Premises by any governmental authority, a church, temple, synagogue, mosque, or the like, any facility for the sale of paraphernalia for use with illicit drugs, or any use which creates a nuisance.

6.2 Additional Samonas Parcel Restrictions. No portion of the Samonas Parcel shall be used, directly or indirectly, for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the sale, principally and primarily, as opposed to the incidental sale, of so-called health and/or beauty aids and/or drug sundries; (iii) the operation of a business for the principal and primary sale, as opposed to incidental sale, of greeting cards and/or gift wrap; (iv) the operation of a medical diagnostic lab, and/or (v) the operation of a business for the principal and primary sale, as opposed to incidental sale, of photofinishing services and/or photographic film.

6.3 Drive-Throughs. No facility on the Samonas Parcel shall be used in a manner such that motor vehicles in line at such facility stop or stand onto the Botsini Parcel and/or the Driveway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across the Botsini Parcel and/or the Driveway. Nothing contained herein shall be deemed to affect the drive-through serving the building for Walgreen Co. to be initially constructed on the Botsini Parcel, which is hereby expressly approved. Nothing in this Section shall be deemed to prohibit the use of a drive-through facility on the Samonas Parcel.

7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Samonas Parcel or Botsini Parcel. No easements, except those expressly set forth in paragraph 2, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking are granted or implied.

8. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land, and any future subdivisions thereof, and create equitable servitudes in favor of the property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives; provided, however, that if any Owner sells or transfers all or any portion of its interest in a Parcel, such Owner shall thereupon be released and

BK 7831 PG2550

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

[Signature]
JOHN SAMONAS

BOTSINI MILFORD LLC

By: [Signature]
Gregory Botsivales, Manager

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Barnstable) ss.

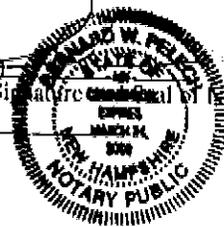
On this 30th day of March, 2007, before me, the undersigned notary public, personally appeared Gregory Botsivales, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Botsini Milford LLC.

[Signature]
Mary A. Fowler Rice - Notary Public [Official Signature and Seal of Notary]
My commission expires 12/12/2010

STATE OF NEW HAMPSHIRE)
COUNTY OF Fredonia) ss.

On this 3rd day of April, 2007, before me, the undersigned notary public, personally appeared John Samonas, who proved to me through satisfactory evidence of identification, which was NH 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.

[Signature]
Bernard W. Pelech - Notary Public [Official Signature and Seal of Notary]
My commission expires _____

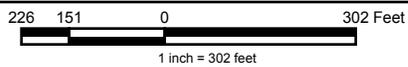


RK 7831 PG 2552



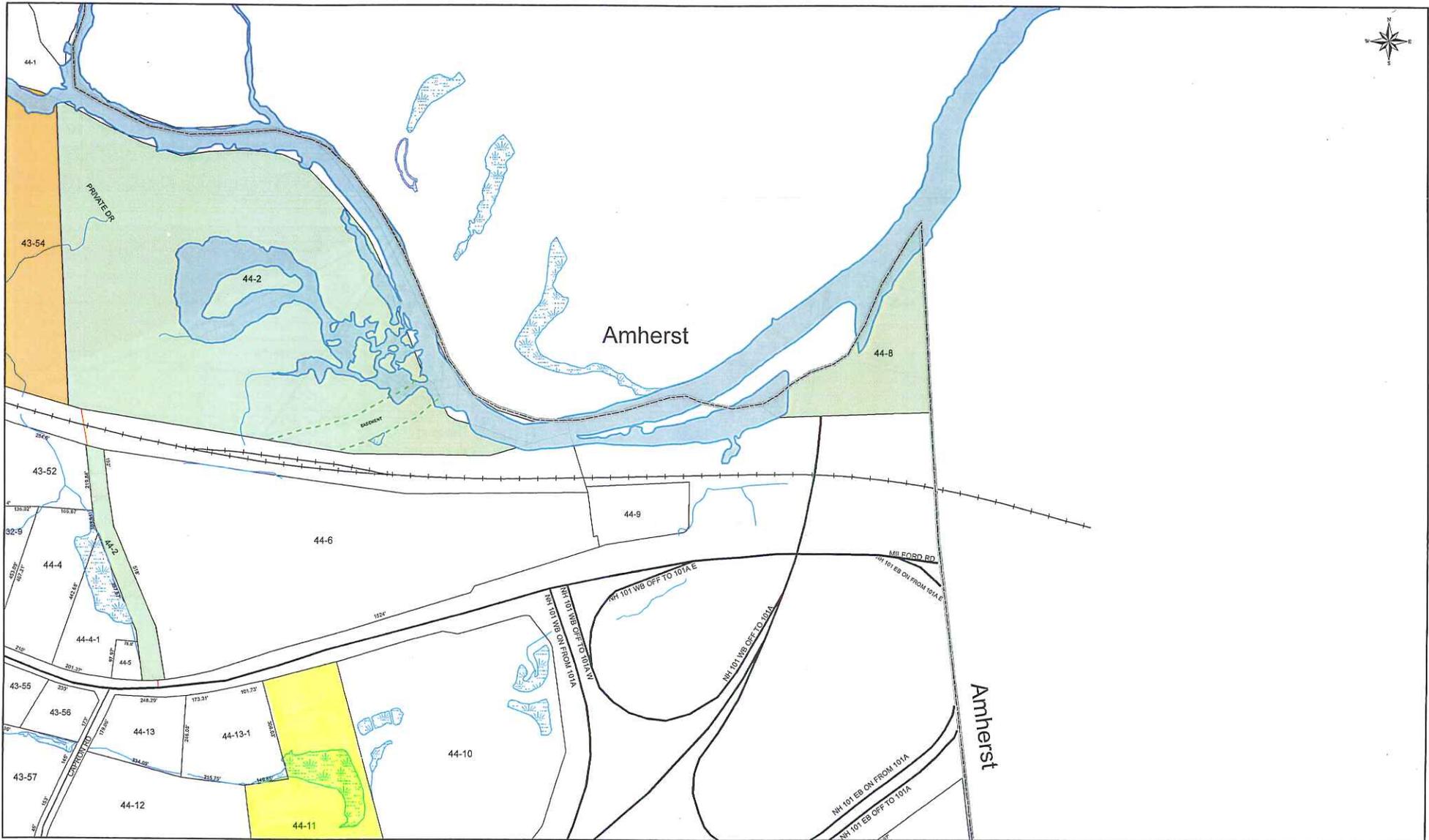
Milford, NH

This map was produced from Milford, NH's Geographic Information System. The Town of Milford expressly disclaims any liability that may result from the use of this map.
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583 NASHUA ST

MAP 44 LOT 11



1 inch = 300 feet



This document has been prepared to show approximate lot location only. Information shown is not to be used for deed descriptions.

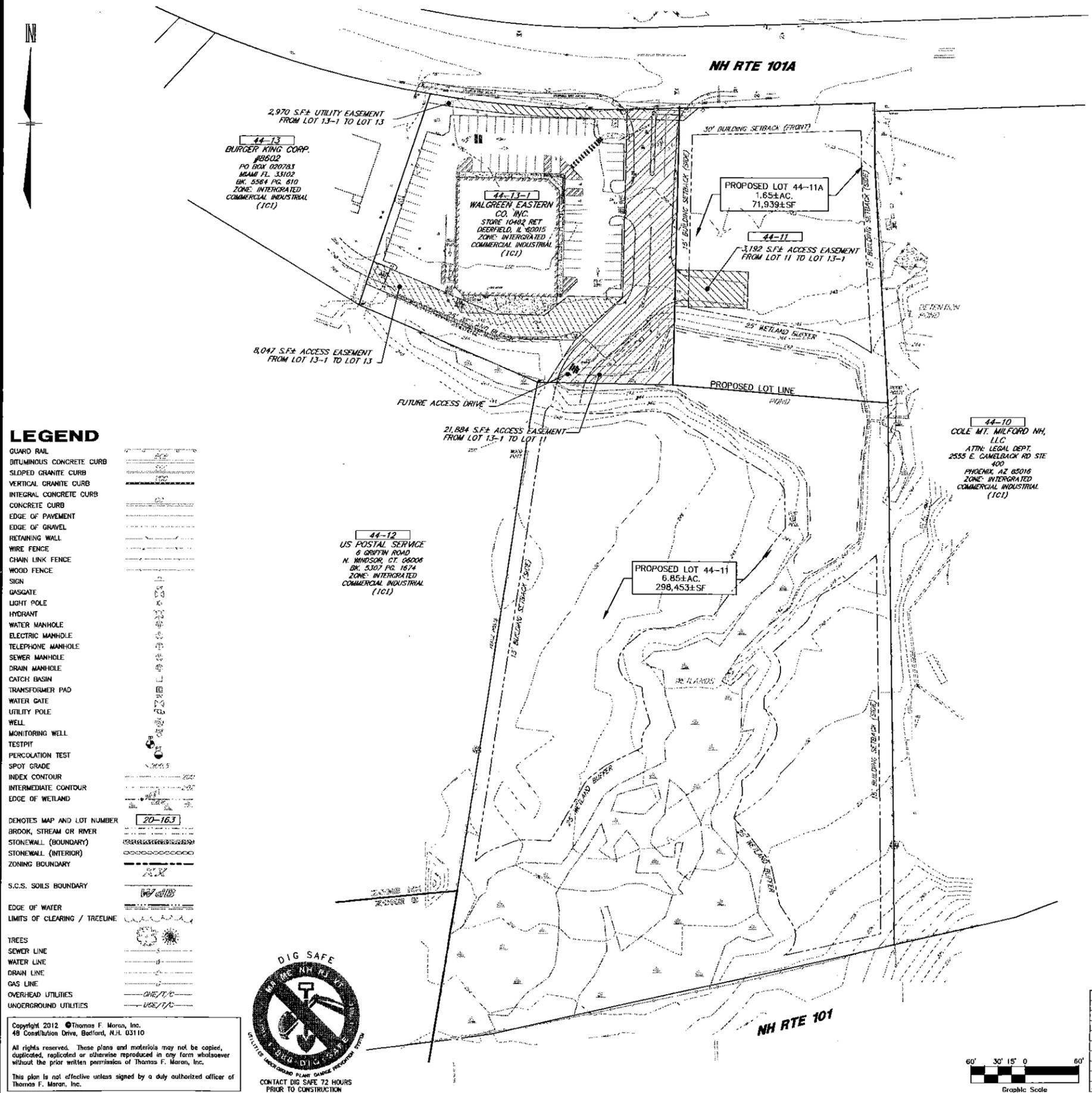
MILFORD, NH

The Community Development Department maintains a continuing program to identify and correct errors. The Department makes no claims to the validity or reliability, or to any implied uses of this representation.

DATE:
April 2012
Rev. 10/2012

F7

43,44



REFERENCE PLANS

- "TAX MAP 44 LOT 11 & 13-1, LOT LINE ADJUSTMENT PLAN, JOHN SAMONAS, MILFORD, NH, OWNED BY EUNICE E. WELCH TRUSTEE, 583 NASHUA STREET, MILFORD, NH 03055 AND JOHN SAMONAS, 157 NEWINGTON ROAD, GREENLAND, NH 03840, PREPARED FOR ARISTA DEVELOPMENT, LLC, 520 PROVIDENCE HIGHWAY, SUITE 9, NORWOOD, MA 02062, SCALE: 1"=40', DATED JUNE 19, 2006, BY TFMORAN INC. (H.C.R.D. #35378)
- "TAX MAP 44 LOT 6, EASEMENT PLAN OF LAND, LORDEEN PLAZA, MILFORD, NH, OWNED BY LORDEEN ASSOC., LP, C/O WP REALTY, PREPARED FOR ARISTA DEVELOPMENT, LLC, SCALE: 1"=50', DATED JANUARY 31, 2007, BY TFMORAN INC.
- "TAX MAP 44, LOTS 11 & 13-1 EASEMENT PLAN OF LAND, ROUTE 101A, MILFORD, NH OWNED BY EUNICE E. WELCH, TRUSTEE AND JOHN SAMONAS, PREPARED FOR ARISTA DEVELOPMENT, LLC, SCALE 1"=40', DATED MARCH 6, 2007 BY TFMORAN INC. (H.C.R.D. #35380)
- SET OF DRAWINGS TITLED, SITE PLANS - 99 RESTAURANT, NASHUA ROAD (NH ROUTE 101A), MILFORD, NH, DATED APRIL 18, 2008, AS REVISED JUNE 4, 2008, PREPARED BY APPLIEDOR ENGINEERING, INC., 15 RTE STREET, SUITE 305, PEASE INTERNATIONAL TRADEPORT, PORTSMOUTH, NH 03801

NOTES

- OWNER OF RECORD OF MAP 41 LOT 11: JOHN SAMONAS, PO BOX 2 GREENLAND, NH 03840. DEED REFERENCE TO PARCEL IS BK. 7831 PG. 2538 IN HILLSBOROUGH COUNTY REGISTRY OF DEEDS.
- [44-11] INDICATES TAX MAP AND LOT NUMBER AS SHOWN ON THE MILFORD TAX MAPS.
- THE PURPOSE OF THIS PLAN IS TO SHOW THE PROPOSED SUBDIVISION OF MAP 44 LOT 11 AND TO CREATE ONE NEW LOT FOR DEVELOPMENT PURPOSES.
- CURRENT ZONING IS (IC) INTERGRATED COMMERCIAL-INDUSTRIAL ZONING DISTRICT.

MIN. LOT SIZE:	20,000 S.F.
(WATER & SEWER) REQUIRED	
MIN. LOT FRONTAGE:	150'
MIN. BUILDING SETBACKS:	
FRONT	30'
SIDE	15'
REAR	15'
MAX. BUILDING HEIGHT:	40'
MAX. LOT COVERAGE:	70%

 *(OPEN SPACE ON PROPOSED LOT 44-11A EXCEEDS 30%)
- VARIANCE REQUIRED FOR PROPOSED LOT 44-11 TO HAVE ZERO FRONTAGE WHERE 150' IS REQUIRED. ZBA GRANTED VARIANCE ON _____

LEGEND

- GUARD RAIL
- BITUMINOUS CONCRETE CURB
- SLOPED GRANITE CURB
- VERTICAL GRANITE CURB
- INTEGRAL CONCRETE CURB
- CONCRETE CURB
- EDGE OF PAVEMENT
- EDGE OF GRAVEL
- RETAINING WALL
- WIRE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- SIGN
- GASGATE
- LIGHT POLE
- HYDRANT
- WATER MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- SEWER MANHOLE
- DRAIN MANHOLE
- CATCH BASIN
- TRANSFORMER PAD
- WATER GATE
- UTILITY POLE
- WELL
- MONITORING WELL
- TESTPIT
- PERCOLATION TEST
- SPOT GRADE
- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- EDGE OF WETLAND
- 20-16.3
- DENOTES MAP AND LOT NUMBER
- BROOK, STREAM OR RIVER
- STONEMALL (BOUNDARY)
- STONEMALL (INTERIOR)
- ZONING BOUNDARY
- S.C.S. SOILS BOUNDARY
- EDGE OF WATER
- LIMITS OF CLEARING / TREELINE
- TREES
- SEWER LINE
- WATER LINE
- DRAIN LINE
- GAS LINE
- OVERHEAD UTILITIES
- UNDERGROUND UTILITIES



TOWN OF MILFORD
RECEIVED
NOV 01 2012
PB ZBA Office

TAX MAP 44 LOT 11
SUBDIVISION PLAN OF LAND
SAMONAS REALTY SUBDIVISION
NASHUA STREET - MILFORD, NH
PREPARED FOR
SAMONAS REALTY
111 BOW STREET
PORTSMOUTH, NH 03801
SCALE: 1"=60' OCTOBER 25, 2012

76465.07	DR	MSK	FB		SHEET 1 OF 1
	OK	JH	CA	76465.07 SUBDIV	

Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Scientists

48 Constitution Drive
Bedford, NH 03110
Phone (603) 472-4488
Fax (603) 472-9747
www.tfmoran.com

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CONTACT DIG SAFE 72 HOURS PRIOR TO CONSTRUCTION



REV	DATE	DESCRIPTION	DR	CK