

Application # _____

For Administrative Use Only

TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE
2021 CPA PROJECT FUNDING REQUEST APPLICATION
FISCAL YEAR 2022-2023

Submission Date: September 27, 2021

APPLICANT INFORMATION

Applicant: Pennrose, LLC

Town Committee, Board or Organization: Pennrose, LLC

Legal Mailing Address: 50 Milk Street, 16th floor, Boston, MA

Phone: (857) 415 - 4650 Email Address: Cadams@pennrose.com

Project Manager: Charlie Adams

Legal Mailing Address: 50 Milk Street, 16th floor, Boston, MA

Phone: (857) 415 - 4650 Email Address: Cadams@pennrose.com

Second Contact Person: Ryan Kiracofe

Legal Mailing Address: 50 Milk Street, 16th floor, Boston, MA

Phone: (513) 739 - 2073 Email Address: Rkiracofe@pennrose.com

PROJECT INFORMATION

PROJECT TITLE: Orleans Cape Cod Five

PROJECT AMOUNT REQUESTED: \$100,000

PROJECT DESCRIPTION: The "Orleans Cape Cod Five" proposed project seeks to pivot a vacant commercial property to provide 62 vital mixed-income housing units at a strategic Orleans location near shopping, jobs, and transportation. The Project consists of the substantial rehabilitation of an existing commercial structure, a new construction addition to the existing structure, and two separate townhome structures. The development's 62 family rental units will be affordable to households at a variety of income levels, including up to 30%, 60%, 100%, and 120% of the area median income. These units would represent an important step in Orleans' efforts to reach the state's 10% subsidized housing target.

ESTIMATED START DATE: September 01, 2022

ESTIMATED COMPLETION DATE: October 1, 2023

**Three years from the release of funds (July 2022) funds may be rescinded automatically;
waivers may be sought.**

CPA CATEGORY

APPLICANTS PLEASE TAKE NOTE **please check boxes for all that apply**

- ☐ **Open Space:** This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.
- ☐ **Historic:** This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. Please provide the date on which the HDHC reviewed and endorsed this application.
- ☒ **Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- ☐ **Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan?

The Orleans Cape Cod Five proposal is compatible with several sections of the Harwich 2011 Local Comprehensive Plan, the 2016 Housing Production Plan, and the 2017 Open Space and Recreation Plan. Please see Attachment A, "Application Responses" for details.

How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?

Pennrose, LLC is working closely with the Town of Orleans staff, committees, and community to ensure broad Cape support. Please see Attachment A, "Application Responses" for details.

Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:

<u>Commissions/Boards/Committees/Organizations</u>	Please have them initial here after their review
Please see Attachment A, "Application Responses" for details.	

Describe their response, or provide written comments/input:

Please see Attachment A, "Application Responses" for details.

PROJECT BUDGET: Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

COST ESTIMATE(S): \$ 29,060,000

Attach cost estimates or firm quotes (if available) for all projects.

LAND and/or BUILDING ACQUISITION PROJECTS: The following **must** also be submitted, as applicable:

- ☒ Surveys and/or plot plans for the property
- ☒ Appraisals and agreements (if not available then submit by December 1, 2021)
- ☒ Name of present owner and attach copy of deed conveying property unto present owner.
- ☒ Property address, Harwich Assessor's property identification (Map#, Parcel #).
- ☐ For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

By signing below, the Applicant represents and warrants that all the information included is true and correct to the best of the signer's knowledge and belief. Further, the Applicant acknowledges in the event that the Community Preservation Committee agrees to grant funds to Applicant (and subject to Town Meeting approval), this application together with any Terms and Conditions shall constitute a binding agreement, between the Applicant and the Community Preservation Committee. Further, Applicant acknowledges and agrees to execute any additional grant agreements should the Community Preservation Committee so request.

ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature - Chief Executive Officer or Board Chair

Title



Principal, Senior Vice President

Printed Name Timothy I. Henkel

Date September 27, 2021

APPLICATIONS MUST BE RECEIVED BY OCTOBER 1, 2021 NO LATER THAN 4 PM

Revised: July 23, 2021

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

Attachment A: Application Responses

Please find attached the following items:

- How does this project fit into Harwich's Local Comprehensive Plan and/or other Plan?
- How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?
- Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering. Describe their response, or provide written comments/input.
 - Orleans Planning Board Letter of Support
 - Site Plan Review Decision
 - Decision on Application for a Comprehensive Permit

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

Introducing Orleans Cape Cod Five

The proposed development, referred to as “Orleans Cape Cod Five” or simply “Cape Cod Five” involves the re-use of a former bank headquarters building, combined with a new construction addition and two separate townhouse buildings, as mixed-income housing. Together, the refurbishment and new construction will provide 62 family rental units, including 52 affordable units and 10 workforce apartments.

The existing structure consists of an original, 1978 building and a 1990s addition. The building served as the headquarters and operations center for the Cape Cod Five Cents Savings Bank for the entirety of its existence; most of the staff have vacated the building this year, and the remainder will be relocated to the bank’s newly-built headquarters in Hyannis by year end.

The site, comprised of the 19 West Road and 10 Skaket Corners parcels, is accessed via a landscaped boulevard off West Road, which itself enjoys quick access to Routes 6 and 6-A, two of Cape Cod’s most critical connectors. The property is abutted by a shopping center (which includes a full-service grocery store, pharmacy, and bus stop), a cluster condominium development, and Route 6 itself. The existing structure and property are ideal candidates for the development of mixed-income and affordable housing.

In line with the Town of Orleans’ stated desire for the development of affordable housing on the site, the proposed development offers 62 rental housing units available to households with a range of income levels. 52 of the units will be housed in the 38,000 square foot existing structure with a 30,800 square foot attached addition. The 10 townhome units will be in two smaller, separate structures on the opposite side of the access drive. The development will include 78 parking spaces, a playground, and space for a community garden, as well as indoor amenities like a fitness center and club room. We anticipate the inclusion of 30% AMI affordable units, 60% AMI affordable units, and Workforce housing on the site. All proposed units are rental units.

Developing deeply affordable and workforce housing is an expensive undertaking with scant resources available. As such, Pennrose, the proposing developer of Cape Cod Five, is requesting CPA funds from an array of Outer Cape communities, recognizing that progress towards regional housing creation and affordability goals benefits *all* of the area’s communities. Pennrose is seeking \$100,000 from the Harwich CPC under the Community Housing award category. Pennrose is honored to have received funding from the Orleans, Eastham, and Provincetown CPCs to date and await decisions from several other Outer Cape towns.

1) How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan?

The Orleans Cape Cod Five proposal is compatible with several sections of the Harwich 2011 Local Comprehensive Plan (LCP), the 2016 Housing Production Plan (HPP), and the 2017 Open Space and Recreation Plan (OSRP). By utilizing an existing vacant structure within an established community for much needed affordable housing, the development embodies the need for “affordability, location, and a variety of housing types and costs” (LCP page 21) as well as “developments that re-use existing housing stock rather than vacant land located in established villages” (LCP page 28). The parcel is well-located with walkable access to a grocery store, pharmacy, bus stop, bank, and other amenities. The project responds directly to HPP by

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

providing affordable housing in a county experiencing “slower housing growth, substantial seasonal pressures, rental occupancy, a predominance of single-family homes, rising housing costs, and lower housing density” (HPP page 4), the convergence of which continue to widen the affordability gap in the county. The OSRP looks to “preserve and enhance the management of open space”, “enhance opportunities for passive and active recreation in the natural environment” (OSRP page 6) and sees “protection or enhancement of wooded trails” as an “investment in a Town’s ability to draw visitors” (OSRP page 25). The Orleans Cape Cod Five proposal will preserve and enhance more than half of the property’s open space, maintaining wooded buffers between adjacent parcels and offering new passive recreation options like walking paths, a playground, community gardens, and courtyards.

2) How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? In not, why?

Pennrose, LLC, the proposed developer of Cape Cod Five, recently completed the successful development of the Village at Nauset Green in Eastham. The development received broad community buy-in from Eastham and its neighbors, who recognized the Cape’s profound need for affordable and workforce housing options in the face of rising rents, an aging housing stock, and other local economic factors. Community Preservation Funds were contributed not only from Eastham, but also from neighbors Orleans and Wellfleet, who recognized that affordable and workforce housing in the Outer Cape is good for all the Outer Cape’s communities. Cape Cod Five can help Cape residents facing increasing housing cost pressures to remain in their community, age-in-place, or find attainable housing closer to their place of employment. As previously noted, Harwich’s Local Comprehensive Plan and Housing Production Plan highlight how the need for affordable housing is felt within Harwich, neighboring Cape communities, and the County. Cape communities recognize that a regional approach is needed to tackle Cape Cod’s ongoing housing and economic challenges. While the Cape Cod Five proposal is not located in Harwich, the families that will one day call it home are likely drawn from the same regional housing market that made developments like Village at Nauset Green such a critical and needed project. Pennrose, LLC is working closely with the Town of Orleans staff, committees, and community to ensure broad Cape support.

3) Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering. Describe their response, or provide written comments/input:

As a Massachusetts 40B, local permissions are captured in the form of a Comprehensive Permit, issued by the Orleans Zoning Board of Appeals in April 2021. In the interest of developing the project with local input and buy-in, Pennrose, LLC has met with and received the support of various organizations including Orleans Affordable Housing Trust, the Community Development Partnership, Orleans Select Board, Cape Light Compact, the Community Preservation Committees of Orleans and other Outer Cape communities, and the Orleans Affordable Housing Committee. Please see additional attachments for approvals.



Town of Orleans

19 School Road Orleans Massachusetts 02653-3699

Telephone (508) 240-3700 – Fax (508) 240-3388

Director of
Planning and
Community
Development

George D. Meservey

To: Zoning Board of Appeals
From: Planning Board
Subject: Pennrose 40B Application
Date: January 12, 2021

Planning Board wishes to extend its strong and unqualified support for the proposed affordable housing redevelopment of the Cape Cod Five Operations Center on West Road. We have followed the studies of the property that the Town conducted. We think that the proposed site is a perfect location for housing that will meet the needs of the community.

The proposed project is consistent with the Orleans Comprehensive Plan, and with local zoning that was adopted to encourage a stronger residential component in the downtown business districts. With its location inside the new public sewer area, the project will provide needed housing opportunities in an environmentally safe manner.

The project is also consistent with the 2017 Orleans Community Housing Study, which recommended developing 100 units of affordable housing in a decade. The Pennrose development will provide 52 units of affordable housing.

As we understand it, Orleans is approximately 30 units short of reaching its long-standing goal of having 10% affordable housing. When the Pennrose project is completed, the Town will have achieved its goal. This is important in that it will allow the Town in the future to be selective in its response to future Comprehensive Permit applications.

One constructive comment. The buffer to existing residential properties should in our opinion be strengthened to limit impacts on existing property owners. A review of the property shows that while a vegetative buffer exists, it is thin and could be improved.

Overall, we applaud the proposed project, and thank you for the opportunity to comment.



TOWN OF ORLEANS

19 SCHOOL ROAD ORLEANS MASSACHUSETTS 02653-3699

Telephone (508) 240-3700 - Fax (508) 240-3388

SITE PLAN REVIEW
COMMITTEE

SITE PLAN REVIEW COMMITTEE NOTICE OF DECISION

Applicant: Pennrose, LLC

Project Location: 19 West Road, Orleans, MA 02653

Mailing Address: Pennrose, LLC (c/o Charlie Adams)
50 Milk Street 16th Floor, Boston, Ma 02110

Property Owner & Address (if different): N/A

Project Description: Substantial rehabilitation of an existing commercial structure, a new construction addition, and two separate townhome structures. Together, these will provide 62 family rental apartments, including 52 affordable units and 10 workforce apartments.

Date of Plan: February 10, 2021

Formal Review waived: ☐ Yes ☒ No

Date of Informal Review: December 16, 2020

Date of Formal Review: February 17, 2021

Date of Decision: February 17, 2021

Decision and Conditions of Approval:

MOTION: On a motion by **Greg Baker**, seconded by **Todd Bunzick**, the Committee voted to approve the Pennrose Plan for the Cape Cod Five Building, located at 19 West Road, as the Formal Site Plan contingent on receipt of the following:

- Drainage narrative be supplied to support raw drainage calculations;
- Evaluation of the water main size necessary for fire suppression;
- A plan detail of utilities near the townhouses, including water and gas.

VOTE: 6-0-0 The motion passed unanimously.

Signed: _____

Site Plan Review Committee Chairman

2/22/21
Date

Distribution: Applicant; Property Owner; Site Plan Review Committee – Health, Water, Highway, Conservation, Building, Planning, Fire; Town Clerk

Ry. Ass.
'21 APR 20 9:25AM

CASE NO. 2146

APPLICATION OF PENNROSE, LLC ZONING BOARD OF APPEALS
TOWN OF ORLEANS
PROPERTY AT 19 WEST ROAD and
10 SKAKET CORNERS, ORLEANS, MA
(MAP #40, PARCELS #5 and #6)

**DECISION ON APPLICATION FOR A COMPREHENSIVE PERMIT
UNDER GENERAL LAWS, CHAPTER 40B**

On January 20, 2021, and March 17, 2021, Case No. 2146 came on for hearing before virtual regular meetings of the Orleans Zoning Board of Appeals (the "Board"). Pennrose, LLC (the "Applicant") applied for a Comprehensive Permit pursuant to Massachusetts General Laws Chapter 40B §§20-23, to redevelop the property at 19 West Road and 10 Skaket Corners (Orleans Map #40, Parcels #5 and #6) for use as mixed-income and affordable rental housing with sixty-two (62) units to be located in three (3) buildings. The proposed redevelopment will involve an adaptive reuse and expansion of the existing commercial building and construction of two (2), detached townhome-style structures. The subject property is zoned in part for General Business and in part for Limited Business. Apartment development is a use allowed by special permit in these zoning districts.

The hearing was duly advertised and scheduled in the Cape Codder newspaper, and notice to interested parties was sent by mail, in accordance with the law.

Michael P. Marnik, Chairman of the Board, chaired the hearings. Also in attendance at the first two hearings were Emily Van Giezen and Gerald Mulligan, regular Board members, and Matthew Cole, George Waugh, and Lynne Eickholt, associate Board member, and Mr. Thomas Evers, Building Commissioner. The Chairman announced at the conclusion of the hearings that he designated the following members who would vote on the application and decision: Michael P. Marnik, Emily Van Giezen, Gerald Mulligan, Matthew Cole, Bruce Taub and George Waugh, six members, constituting a quorum.

1. DOCUMENTS FILED IN CONNECTION WITH THE APPLICATION AND RECEIVED IN EVIDENCE AT THE HEARING.

Ten-sheet Site Plan Set showing Existing and Proposed Conditions, prepared by Horsley Witten Group, Inc., dated February 10, 2021, and revised March 2, 2021 (collectively "Site Plans");

Landscape Plan, prepared by Crowley Cottrell, LLC, dated March 12, 2021 ("Landscape Plan");

Four-sheet Rendered Perspective Set, prepared by The Architectural Team, Inc., dated March 10, 2021;

Eleven-page Building Elevation and Floor Plan Set, prepared by The Architectural Team, Inc., dated March 1, 2021;

Drainage Report, prepared by Horsley Witten Group, Inc., dated March 2021;

Transportation Impact Assessment, prepared by Vanasse & Associates, Inc., dated January 15, 2021;

Commonwealth of Massachusetts Department of Housing & Community Development Project Eligibility Letter dated January 19, 2021;

Pennrose, LLC, application for Comprehensive Permit filed with Orleans Town Clerk on December 4, 2020, including supplemental narrative, figures, and waiver request;

Orleans Select Board letter dated December 16, 2020;

Orleans Planning Board letter to ZBA dated January 12, 2021, endorsing the application;

Orleans Planning Director email to ZBA, dated January 19, 2021, endorsing the project and commenting on traffic considerations;

Notice dated January 21, 2021, from Zoning Board of Appeals to Local Boards of Application and Upcoming Hearing, soliciting commentary and positions;

Orleans Site Plan Review Committee Notice of Decision, dated February 22, 2021;

spaces (four of which will be for electrical vehicles). The existing boulevard driveway from West Road will continue to be used as the access to the Property. Walking paths on site and connecting to the sidewalk on West Road will be provided, and an existing pedestrian interconnection with the adjacent shopping center property will be maintained subject to the approval of the adjacent property owner.

The Transportation Impact Assessment ("TIA") analyzed the potential impacts on transportation infrastructure associated with the proposed redevelopment. The TIA notes that the requested parking ratio, while requiring a waiver, "... is within the range of values documented by the Institute of Transportation Engineers for similar multifamily residential communities." Though the average weekday daily traffic volume will increase over the prior commercial use of the Property, traffic will decrease during both the weekday morning and evening peak hours. Further, the increase in average weekday daily volume will be "... within one (1) percent of the daily traffic volume along West Road under average-month conditions, which is within the range of normal daily traffic-volume fluctuations." The TIA further concluded that there are "no apparent safety deficiencies ... in the immediate proximity of the Project site based on a review of available data; and...lines of sight at the Project site driveway intersection with West Road were found to exceed the recommended minimum distances for safe and efficient operation based on the appropriate approach speed." Finally, the TIA made suggested recommendations within the Project site, and these have been accommodated by the Applicant on the revised plans submitted for the proposed redevelopment.

The onsite septic system will be discontinued, and the redevelopment will connect to Town sewer which has just been installed on West Road in accordance with Town of Orleans requirements. All runoff will be contained on site through established "Best Management Practices" utilizing vegetated swales, drywells for roof run-off and settlement basins. Municipal water service and other utilities are available. The Applicant submitted a 299-page Drainage Report documenting existing and proposed conditions at the Property, including a construction-phase and post-construction Stormwater Management Maintenance Plan.

There will be two (2) fire hydrants located within the development, the buildings will be sprinkled, and a drivable access for public safety vehicles will be provided around the largest building.

The site redevelopment also includes a playground for children, space for a community garden, bicycle racks, and walking paths. The existing vegetation to the north behind the town houses and at the perimeter of the Property will be protected from construction as shown on the plans to maintain the existing buffer.

New native trees and shrubs will be planted in accordance with the Landscape Plan.

All of the proposed residential apartments will count towards the Town's inventory of affordable housing, are consistent with local needs, and will assist in providing additional quality affordable rental housing opportunities that will satisfy an unmet housing need in the Town of Orleans as described in the 2017 Town of Orleans Community Housing Study.

The Property is centrally located for employment, education, and business access, and the Town of Orleans has been an active participant in seeking affordable housing opportunities on the Property.

Three (3) of the units will be handicap accessible, and one (1) will be designed for the sensory impaired. The affordable rents will allow residents who could not otherwise afford a local home option to remain in the community; and the Applicant will enter into MHP's Affordable Housing Restriction ensuring that the apartments will remain affordable as rentals as required by DHCD and to provide ongoing monitoring of affordability.

The Applicant will perform property management services in-house or contract with a professional property management company experienced with affordable housing properties if handled by a third party.

On March 17, 2021, the Chairman closed the hearing for the taking of public testimony.

The Board then discussed the petition, addressed issues and concerns with the petitioner and requested counsel to prepare a draft decision for review by the Board at its next scheduled meeting on April 7, 2021. Counsel complied with the request.

The Board considered the contents of the proposed written decision, which was circulated to the Board. The Board, through its Chair, prepared a draft decision which was considered by the Board and voted on the final content on April 7, 2021.

3. DETERMINATION OF THE APPLICATION.

Following public testimony, questions and answers between the Board and Applicant, and Board deliberations, the Board determined that, based on the Findings detailed above, the application should be granted with waivers and conditions as follows because the project is consistent with local needs.

The Board finds that the Applicant will be a limited dividend organization for purposes of General Laws, Chapter 40B.

Orleans does not meet the minimum threshold for low and moderate housing contained in General Laws, Chapter 40B. The testimony and the documents filed in connection with the application establish that the project will further the town's goal stated in the Orleans Comprehensive Plan and the 2017 Orleans Community Housing Study to raise its affordable housing stock to at least ten percent of all year-round units.

The Board finds a subsidy as indicated by the Department of Housing and Community Development Project Eligibility Letter.

The Board finds that the Applicant has control of the site, by virtue of a purchase and sale agreement with the current owner.

The testimony of the Orleans Affordable Housing Trust, the multi-year efforts of the Town to seek affordable housing re-use of the Property, and the proposed Community Benefits Plan between the Applicant and the Orleans SelectBoard demonstrate that there is community support for the project.

All relevant Town boards and departments were invited to comment on the application and present testimony in person.

The Board reviewed and discussed the neighbors' concerns regarding the density of the proposal, buffering, and onsite amenities and found, based on all of the testimony and evidence submitted and as detailed in this Decision, that the Property is appropriate for the proposed size of the project and that the design and configuration of the entrance driveway, parking areas, and screening will be safe and adequate and will not negatively contribute to traffic safety, noise, and light.

Waivers. The Applicant's requests for the following waivers are granted:

1. Orleans Zoning By-Law:
 - A. Article IV, Section 164-21(A) and Section 164-31(C) -- Maximum building height (40 ft. proposed);
 - B. Article IV, Section 164-31(B), (D), and (E) -- Apartment density (17.8/acre proposed), number of units in building (54 proposed), and septic system certification (property on Town sewer);

- C. Article IV, Section 164-33(VI) -- Additional, pre-construction site plan review, if necessary;
 - D. Article IV, Section 164-33.1 -- Additional, formal architectural review, if necessary; and
 - E. Article IV, Section 164-34(B)(3), (C)(5), and (D)(3) -- Number of parking spaces (1.19/unit proposed and visitor), and parking lot plantings, and floor area ratio (0.54 proposed); and
2. Cape Cod Commission (to extent necessary) -- Cape Cod Commission Act, Chapter A, Enabling Regulations, Regional Policy Plan, and Technical Bulletins for review of proposals containing 30 or more residential units.

Conditions. The express conditions to the grant of this application are:

- 1. The approval is for sixty-two (62) units containing a total of 101 bedrooms. There shall be no future construction of additional bedrooms without prior approval of the Zoning Board of Appeals;
- 2. Construction to be in accordance with Site Plans, Landscape Plan, and Architectural Plans as submitted;
- 3. The Applicant shall enter into a Department of Housing and Community Development Regulatory Agreement, as provided by the Department of Housing and Community Development and as approved by Pennrose, LLC, Town of Orleans, and Department of Housing and Community Development;
- 4. The siding on the renovated and expanded existing commercial building will consist of brick veneer and fiber cement materials, and the siding on the two, new detached townhome-style structures will consist of fiber cement materials.
- 5. The Applicant shall request approval from Department of Housing and Community Development for sixty-five (65%) percent local preference for the tenant lottery;
- 6. This Comprehensive Permit shall not be transferred without prior approval of the Zoning Board of Appeals.
- 7. This decision on a comprehensive permit under General Laws, c.40B, shall be recorded with Barnstable Registry of Deeds.

Approval.

Mr. Mulligan moved that the Zoning Board of Appeals accept the findings and grant the application for a Comprehensive Permit based on the details specified in

the documents submitted, with the specified waivers and conditions. The motion was seconded by Mr. Cole and approved with a vote of 6-0.

VOTING IN FAVOR:

Michael P. Marnik
Emily Van Giezen
Gerald Mulligan
Matthew Cole
George Waugh
Bruce Taub

Dated: April 7, 2021

Michael P. Marnik
Michael P. Marnik, Chairman

Emily Van Giezen
Emily Van Giezen, Clerk

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

Attachment B: Project Budget

Please find attached the following items:

- A dated and detailed sources and uses working budget for Cape Cod Five, with total development costs of \$29,060,000.

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

Name: Cape Cod Five**Location: Orleans, MA****PENNROSE**
Bricks & Mortar | Heart & Soul**Development Budget**

Sources	
Private First Mortgage	5,200,000
9% Tax Credits	9,400,000
State LIHTCs	7,200,000
DHCD - Affordable Housing Trust Fund / HOME / Housing Stabilization Fund	2,990,000
MassHousing Workforce Funds	1,000,000
Orleans CPC / AHT / Outer Cape CPC Funds	2,520,000
Deferred Fee	750,000
Total Sources	29,060,000
Uses	
Acquisition	3,250,000
Hard Costs	18,892,000
Hard Cost Contingency	945,000
Architecture & Engineering	1,256,000
Legal / Title & Insurance / Accounting / Marketing	535,000
Financing Fees & Interest	721,000
Fees + Reserves	3,054,000
Other Soft Costs	407,000
Total Uses	29,060,000

GAP

0

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

Attachment C: Cost Estimate

Please find attached the following items:

- NEI General Contracting Schematic Budget. NEI is an award-winning provider of General Contracting and Construction Management Services specializing in affordable and market-rate housing located in Randolph, MA. Pennrose, LLC utilized NEI on the recently completed 65-unit Village at Nauset Green, located in Eastham, MA.

Project Overview

	Units	SF
Flats Building	54	68,841 sf
Townhouses	8	10,782 sf

TOTALS 62 79,623 sf

Schematic Budget rev1

62 Units

54 Units

8 Units

Spec Section	Description	Project Total	Flats Building	Townhouses
Division 1	General Requirements	\$ 311,214	\$ 213,131	\$ 98,083
	Winter Conditions: Allowance	\$ 150,000	\$ 125,000	\$ 25,000
Division 2	Selective Demolition	\$ 297,580	\$ 297,580	N/A
	Site Demolition	<i>in Sitework</i>	<i>in Sitework</i>	<i>in Sitework</i>
	Contaminated Soil: Allowance	\$ 75,000	\$ 60,000	\$ 15,000
	Ground Improvements	NIC	NIC	NIC
	Earth Support	NIC	NIC	NIC
	Sitework	\$ 1,569,362	\$ 1,278,794	\$ 290,568
	Fencing	\$ 7,200	\$ 6,048	\$ 1,152
	Landscaping/Irrigation	\$ 256,750	\$ 217,870	\$ 38,880
	Site Improvements/Sidewalks	\$ 490,515	\$ 399,816	\$ 90,699
Division 3	Concrete	\$ 653,337	\$ 492,873	\$ 160,463
	Self-Leveling Concrete/Underlayment	\$ 77,971	\$ 56,821	\$ 21,150
Division 4	Masonry	\$ 258,148	\$ 258,148	N/A
Division 5	Structural Steel	\$ 75,000	\$ 75,000	N/A
	Miscellaneous Metals	\$ 111,460	\$ 108,260	\$ 3,200
Division 6	Rough Carpentry	\$ 1,674,070	\$ 1,015,450	\$ 658,620
	Finish Carpentry	\$ 407,474	\$ 311,864	\$ 95,610
	Tub Surrounds	\$ 84,600	\$ 70,200	\$ 14,400
Division 7	Waterproofing	\$ 44,910	\$ 34,750	\$ 10,160
	Insulation	\$ 278,681	\$ 240,944	\$ 37,737
	Fiber Cement Siding	\$ 333,580	\$ 145,660	\$ 187,920
	Roofing	\$ 574,596	\$ 512,744	\$ 61,852
	Spray Fireproofing	NIC	NIC	NIC
	Caulking/Sealing	\$ 75,750	\$ 39,000	\$ 36,750
Division 8	Doors/Frames/Hardware	\$ 321,100	\$ 254,300	\$ 66,800
	Windows	\$ 160,100	\$ 92,500	\$ 67,600
	Aluminum Entrances & Storefront	\$ 36,200	\$ 36,200	N/A
	Door Glazing/Mirrors	\$ 29,800	\$ 25,000	\$ 4,800
Division 9	Gypsum Board Systems	\$ 1,281,474	\$ 1,093,674	\$ 187,800
	Acoustical Ceilings	\$ 85,640	\$ 85,640	N/A
	Flooring	\$ 658,167	\$ 550,072	\$ 108,095
	Painting	\$ 276,263	\$ 241,221	\$ 35,042
	Signage	\$ 20,000	\$ 12,000	\$ 8,000
	Fire Extinguishers	\$ 3,150	\$ 3,150	N/A
Division 10	Toilet Accessories	\$ 30,600	\$ 23,400	\$ 7,200
Division 11	Appliances	\$ 230,923	\$ 199,920	\$ 31,003
	Parking Control Equipment	NIC	NIC	NIC
Division 12	Kitchen Cabinets	\$ 268,600	\$ 226,200	\$ 42,400
	Floor Mats	\$ 1,800	\$ 1,800	N/A
	Bike Storage System	NIC	NIC	NIC
	Window Shades	\$ 24,225	\$ 14,550	\$ 9,675
	Mailboxes	\$ 9,300	\$ 8,100	\$ 1,200
Division 13	PV Equipment	NIC	NIC	NIC

Project Overview

	Units	SF
Flats Building	54	68,841 sf
Townhouses	8	10,782 sf
TOTALS	62	79,623 sf

Schematic Budget rev1

		62 Units	54 Units	8 Units
<i>Spec Section</i>	<i>Description</i>	<i>Project Total</i>	<i>Flats Building</i>	<i>Townhouses</i>
Division 14	Elevators	\$ 170,000	\$ 120,000	\$ 50,000
	Trash Chutes/Compactor	NIC	NIC	NIC
Division 15	Fire Protection	\$ 318,492	\$ 275,364	\$ 43,128
	Plumbing	\$ 1,328,000	\$ 1,122,000	\$ 206,000
	HVAC	\$ 1,422,000	\$ 1,206,000	\$ 216,000
Division 16	Electrical	\$ 1,398,000	\$ 1,194,000	\$ 204,000
	Security	By Owner	By Owner	By Owner
	SUBTOTAL	\$ 15,881,031	\$ 12,745,044	\$ 3,135,987
	General Conditions	\$ 1,482,697	\$ 1,156,504	\$ 326,193
	Overhead	\$ 564,321	\$ 451,800	\$ 112,521
	Profit	\$ 564,321	\$ 451,800	\$ 112,521
	COVID-19 Protocol Allowance	TBD	TBD	TBD
	Bonds	\$ 184,924	\$ 148,051	\$ 36,872.22
	Insurance	\$ 214,789	\$ 171,962	\$ 42,827
	Construction Development Contingenc	NIC	NIC	NIC
	Permit Fee	NIC	NIC	NIC
	TOTAL	\$ 18,892,083	\$ 15,125,161	\$ 3,766,921

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

Attachment D: Survey and/or Plot Plans for the Property

Please find attached the following items:

- Orleans – Cape Cod Five Formal Landscape Site Plan
- Orleans Cape Cod Five Formal Site Plan Review

AMENITIES

- (A)** COMMUNITY TERRACE
 - (B)** PLAYGROUND & SEATING
 - (C)** COMMUNITY GARDEN & PICNIC AREA
 - (D)** TOWNHOME SHARED PATIO
 - (E)** WALKING TRAILS
- 70 TYPICAL + 4 ADA
PARKING SPACES

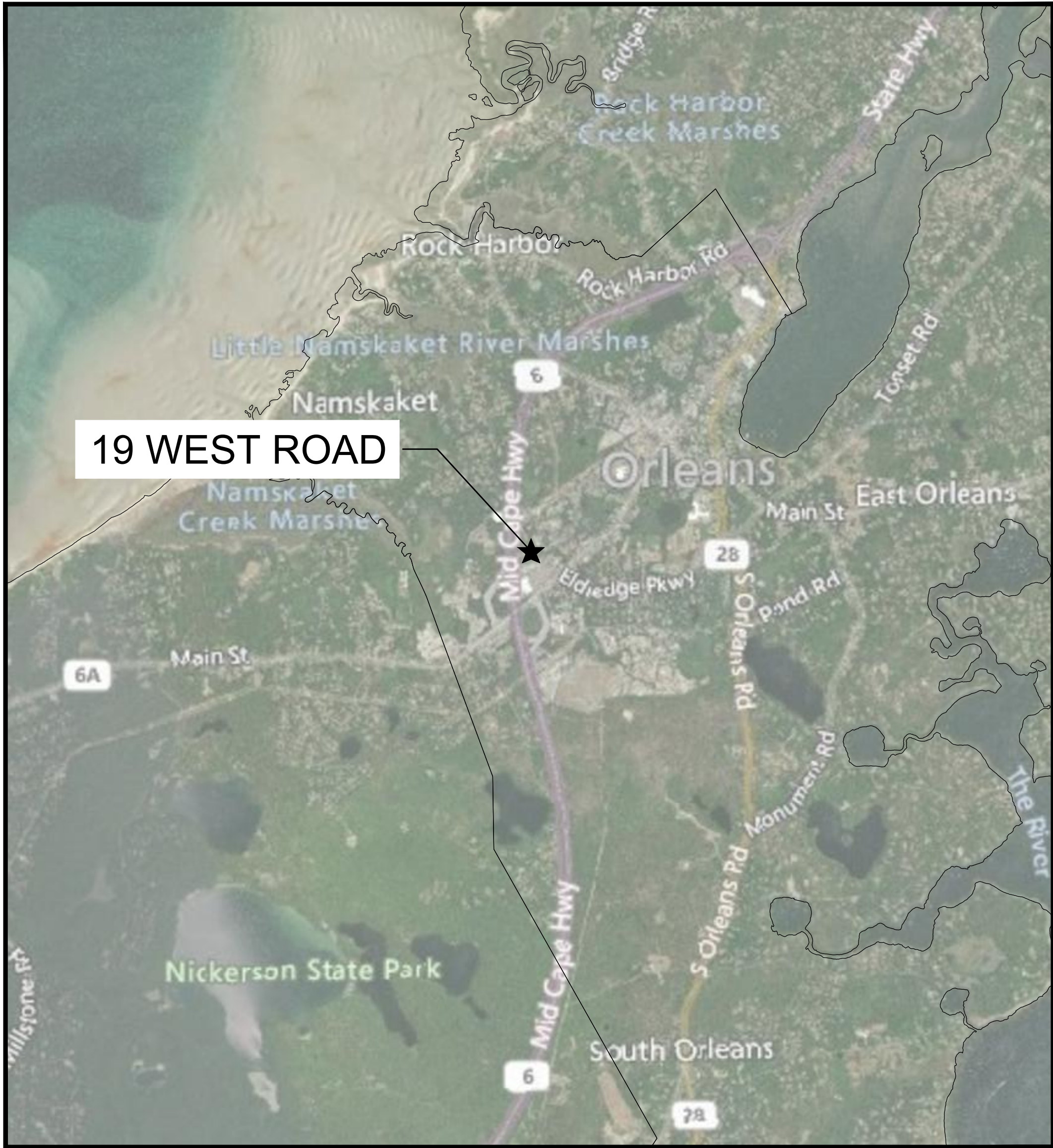
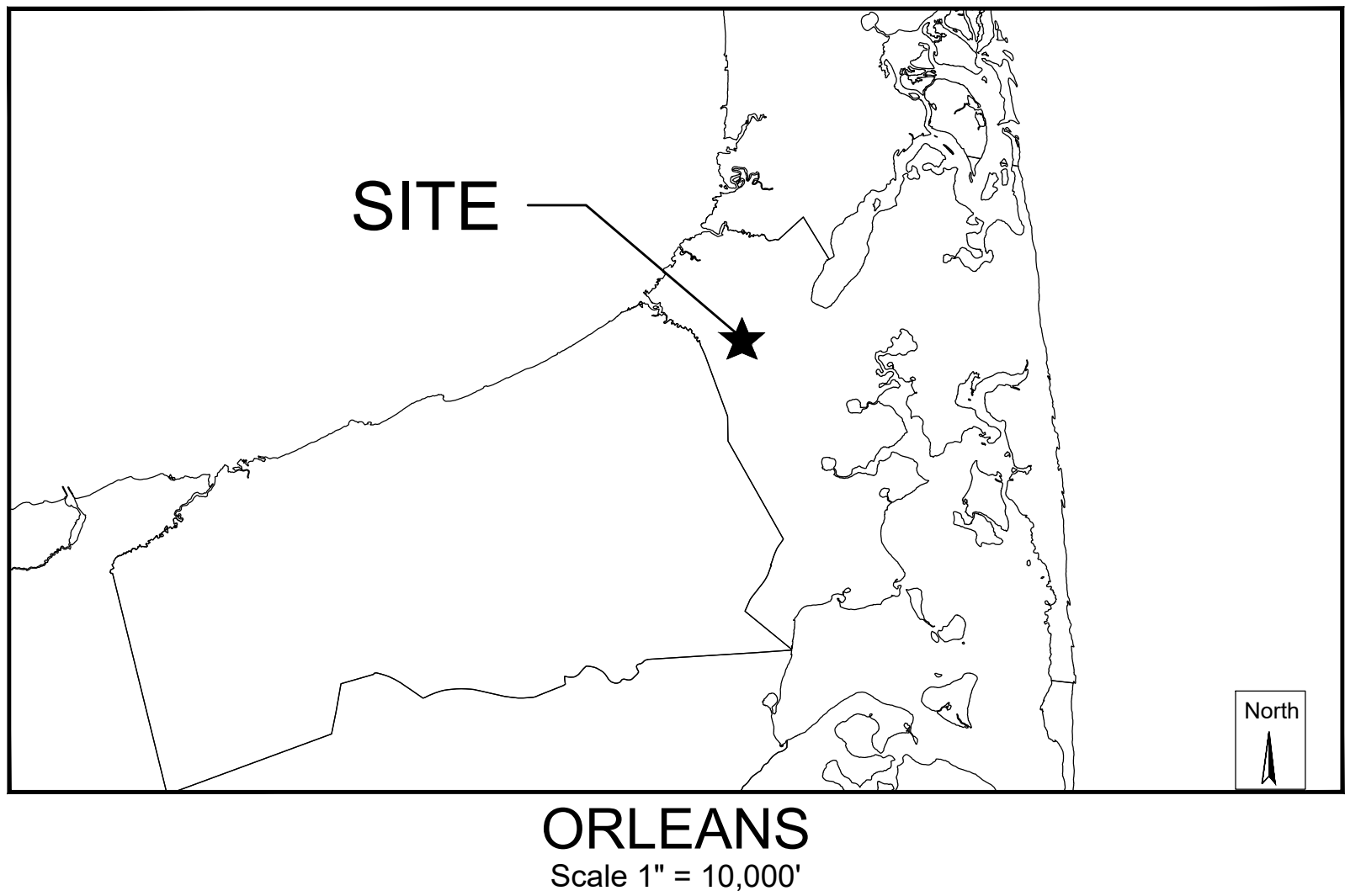
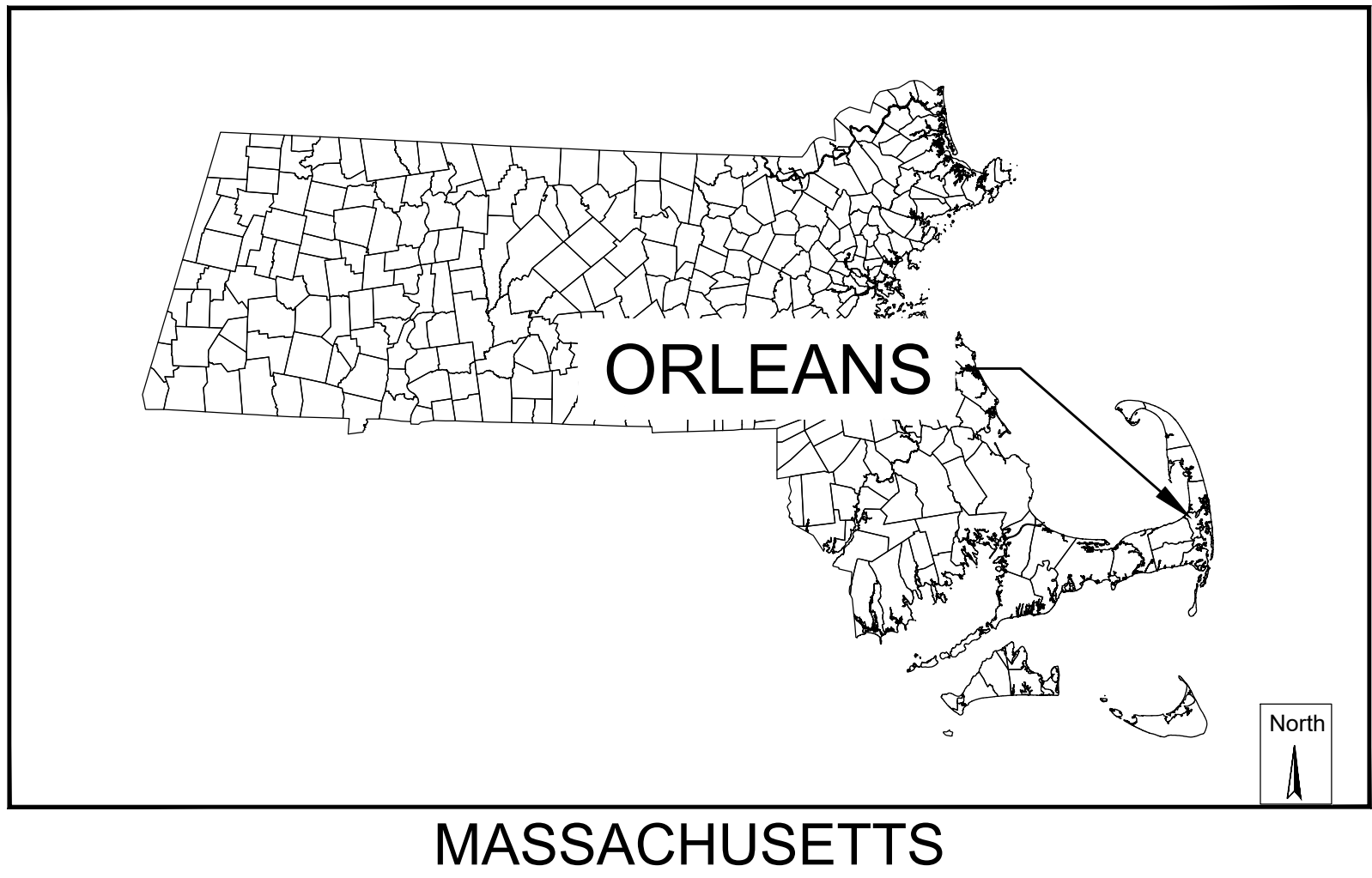
LEGEND

- PROPERTY LINE
- CONCRETE PAVING
- CONCRETE UNIT PAVER
- STONEDUST PAVING
- CONCRETE GRASS
CHECKERBLOCK PAVERS
- RUBBER PLAY SURFACING
- TRAIL / PATH
- LAWN
- PLANT BED
- GROUNDCOVER PLANTING
- BIORETENTION PLANTING
- BIORETENTION AREA
- EXISTING WOODLAND TO
BE PROTECTED

LIGHT BOLLARDPOST LIGHTVEHICULAR BOLLARDBENCHTABLESTRASH RECEPTACLEGARDEN BEDBIKE RACKPLAY EQUIPMENTTRASH ENCLOSUREPROPOSED SHRUBSPROPOSED
UNDERSTORY TREEPROPOSED CANOPY AND
EVERGREEN TREES

PLANT SCHEDULE			
QTY	SPECIES	SIZE	NOTES
TREES			
33	Canopy Tree	3-3.5" cal.	Ex. Oak and Red maple; mature ht. to 60'
31	Evergreen Tree	7'-8' HT.	Ex. American holly; mature ht. to 35'
18	Understory Tree	8'-10' HT.	Ex. Amelanchier and Dogwood; mature ht. to 35'
SHRUBS			
83	Deciduous Shrub 1	3'-4' HT.	Ex. Clethra and Itea; mature ht. to 5'
45	Deciduous Shrub 2	4'-5' HT.	Ex. Fothergilla and Hydrangea; mature ht. to 5'
21	Deciduous Shrub 3	6'-7' HT.	Ex. Witchhazel; mature ht. to 12'
89	Evergreen Shrub 1	3'-4' HT.	Ex. Inkberry; mature ht. to 5'
30	Evergreen Shrub 2	4'-5' HT.	Ex. Rhododendron; mature ht. to 10'
GROUNDCOVERS			
250	Groundcover	#1	Ex. Bearberry and sedge grass; mature ht. to 12"
412	Wetland Plug	4" Plug	Ex. Iris, sedge, aster, verbena, and lobelia; mature ht. to 3'
2,493 SF	Wet Meadow Seed Mix		
39,752 SF	Seeded Lawn		

ORLEANS CAPE COD FIVE
FORMAL SITE PLAN REVIEW
ORLEANS, MA
FEBRUARY 10, 2021
REVISED MARCH 2, 2021



SITE LOCUS

0 2000
SCALE IN FEET
Graphic Scale 1" = 2000'

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	GENERAL NOTES
3	EXISTING CONDITIONS
4	SITE PLAN
5	GRADING & DRAINAGE PLAN
6	UTILITY PLAN
7	CONSTRUCTION DETAILS
8	STORMWATER DETAILS (1)
9	STORMWATER DETAILS (2)
10	UTILITY DETAILS

- GENERAL NOTES:
- THIS PLAN SET IS FOR PERMITTING ONLY AND NOT FOR CONSTRUCTION.
 - SITE INFORMATION:
 - MAP: 40
 - PARCEL: 15
 - ADDRESS: 19 WEST ROAD
 - ZONING DISTRICT: GENERAL BUSINESS / LIMITED BUSINESS

Plan Set:

ORLEANS CAPE COD FIVE
FORMAL SITE PLAN REVIEW
ORLEANS, MA

Prepared For:

Pennrose Properties, LLC
50 Milk Street, 16th Floor
Boston, MA 02109

Prepared By:

Horsley Witten Group, Inc.
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(401) 439-8368 fax

113 Water Street, R2
Exeter, NH 03833
(603) 658-1660

Registration:

3-2-2021

Revisions				
Rev.	Date	By	Appr.	Description
1	3/02/21	JEH	RAC	Site Plan Review Comments

Project Number:

20136

GENERAL CONSTRUCTION NOTES:

- ALL SITE WORK TO COMPLETE THIS PROJECT AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- IMMEDIATELY CONTACT AND COORDINATE WITH THE ENGINEER AND OWNER IF ANY DEVIATION OR ALTERATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED.
- UTILIZE ALL PRECAUTIONS AND MEASURES TO ENSURE THE SAFETY OF THE PUBLIC, ALL PERSONNEL, AND PROPERTY DURING CONSTRUCTION IN ACCORDANCE WITH OSHA STANDARDS, INCLUDING THE INSTALLATION OF TEMPORARY FENCING BARRICADES, SAFETY LIGHTING, CONES, POLICE DETAIL, AND/OR FLAGMEN AS DETERMINED NECESSARY BY THE TOWN MUNICIPALITY. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF POLICE DETAIL AND FOR COORDINATING WITH THE LOCAL OR STATE POLICE DEPARTMENT FOR ALL REQUIRED POLICE DETAIL.
- MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS, PAY ALL FEES INCLUDING POLICE DETAILS AND POST ALL BONDS IF NECESSARY, ASSOCIATED WITH THE TIME, AND COORDINATE WITH THE OWNER AND THE ENGINEER.
- ALL EXISTING CONDITIONS SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION AVAILABLE. PRIOR TO THE START OF CONSTRUCTION, VERIFY THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLING ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
- THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS INDICATED ON THE DRAWINGS ARE BASED ON RECORDS OF VARIOUS UTILITY COMPANIES, AND WHEREVER POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES IN THE FIELD PRIOR TO THE START OF CONSTRUCTION. CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY IN THE TOWN, AND "DISASTE" (1-888-344-7233) AT LEAST THREE BUSINESS DAYS PRIOR TO ANY EXCAVATION WORK TO REQUEST EXACT FIELD LOCATION OF UTILITIES. THE CONTRACTOR MUST RESOLVE CONFLICTS BETWEEN THE PROPOSED UTILITIES AND FIELD-LOCATED UTILITIES AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED, INCOMPLETELY OR INACCURATELY SHOWN. THE CONTRACTOR MUST MAINTAIN ACCURATE RECORDS OF THE LOCATION AND ELEVATION OF ALL WORK INSTALLED AND EXISTING UTILITIES FOUND DURING CONSTRUCTION FOR THE PREPARATION OF THE AS-BUILT PLAN.
- COORDINATE AND MAKE ALL CONNECTION ARRANGEMENTS WITH UTILITY COMPANIES, AS REQUIRED.
- THE CONTRACTOR MUST MAINTAIN ALL EXISTING UTILITIES IN WORKING ORDER AND FREE FROM DAMAGE DURING THE ENTIRE DURATION OF THE PROJECT. REPAIR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ALL COST RELATED TO THE REPAIR OF UTILITIES. EXCAVATION REQUIRED WITHIN THE PROXIMITY OF EXISTING UTILITIES MUST BE DONE BY HAND.
- COORDINATE ALL TRENCING WORK WITHIN ROADWAYS WITH THE PROPER LOCAL & STATE AGENCY. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRENCING SAFETY INCLUDING ANY LOCAL AND/OR STATE PERMITS REQUIRED FOR THE TRENCING WORK. IF THIS WORK IS REQUIRED TO OCCUR OUTSIDE THE AGREED UPON HOURS OF OPERATION FOR THE FACILITY, THE CONTRACTOR MUST PLAN ACCORDINGLY.
- SAVOUT ALL TRENCING WORK WITHIN EXISTING PAVEMENT AS INDICATED ON THE DRAWINGS. BACKFILL AND COMPACT TRENCH WORK AS INDICATED ON THE DRAWING AND IN THE SPECIFICATIONS. IF SETTLEMENT OCCURS DUE TO INADEQUATE COMPACTION, AS DETERMINED BY THE ENGINEER, WITHIN THE WARRANTY PERIOD, CONSTRUCTION IS REQUIRED TO REMOVE, PATCH AND REPAVE AFTER ONE COMPLETE 12-MONTH CYCLE.
- IMPORT ONLY CLEAN MATERIAL. MATERIAL FROM AN EXISTING OR FORMER 21E SITE AS DEFINED BY THE MASSACHUSETTS CONTINGENCY PLAN 130 CMP-0000 WILL NOT BE ACCEPTED.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH AND MAINTAIN ALL CONTROL POINTS AND BENCHMARKS DURING CONSTRUCTION INCLUDING BENCHMARK LOCATIONS AND ELEVATIONS AT CRITICAL AREAS. COORDINATE WITH THE ENGINEER THE LOCATION OF ALL CONTROL POINTS AND BENCHMARKS.
- SITE LAYOUT SURVEY REQUIRED FOR CONSTRUCTION MUST BE PROVIDED BY THE CONTRACTOR AND, PERFORMED BY A MASSACHUSETTS REGISTERED PROFESSIONAL LAND SURVEYOR. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE SURVEYOR FOR ALL SITE SURVEY WORK.
- MAINTAIN ALL GRADE STAKES SET BY THE SURVEYOR. GRADE STAKES ARE TO REMAIN UNTIL A FINAL INSPECTION OF THE ITEM HAS BEEN COMPLETED BY THE ENGINEER. RE-STAKING OF PREVIOUSLY SURVEYED SITE FEATURES IS THE RESPONSIBILITY (INCLUDING COST) OF THE CONTRACTOR.
- UNLESS OTHERWISE INDICATED ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS, ALL SITE CONSTRUCTION MATERIALS AND METHODOLOGIES ARE TO CONFORM TO THE MOST RECENT VERSION OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (THE COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY AND BRIDGES 2009 EDITION, AND THE SUPPLEMENTAL SPECIFICATIONS DATED JUNE 30, 2020).
- PROVIDE ALL CONSTRUCTION SERVICE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, SEDIMENTATION CONTAMINANT, AND TRENCH WORK.
- COLLECT SOLID WASTES AND STORE IN A SECURED DUMPSTER. THE DUMPSTER MUST MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS.
- RESTORE ALL SURFACES EQUAL TO THEIR ORIGINAL CONDITION AFTER CONSTRUCTION IS COMPLETE PER SPECIFICATIONS. LEAVE ALL AREAS NOT DISTURBED BY CONSTRUCTION IN THEIR NATURAL STATE. TAKE CARE TO PREVENT DAMAGE TO BURLIES, TREES, OTHER LANDSCAPING AND/OR NATURAL FEATURES. WHEREAS THE PLANS DO NOT SHOW ALL LANDSCAPE FEATURES, EXISTING CONDITIONS MUST BE VERIFIED BY THE CONTRACTOR IN ADVANCE OF THE WORK.
- CONSTRUCT ALL ADA ACCESS RAMPS IN ACCORDANCE WITH MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS AND CONSTRUCTION AND TRAFFIC STANDARD DETAILS DRAWING NUMBER 107.10 AND 107.2.0. CONSTRUCT RAMPS WITH AN 8% MAX SLOPE AND 2% CROSS SLOPE.
- PROVIDE A UNIT PRICE COST IN CUBIC YARD MEASURE FOR LEDGE AND/OR BOULDER REMOVAL. LEDGE AND/OR BOULDERS LESS THAN 1 CUBIC YARD IN SIZE BASED ON THE AVERAGE DIMENSIONS WILL NOT BE CONSIDERED PAYABLE ROCK. PROVIDE UNIT PRICES FOR BOTH ON AND OFF SITE DISPOSAL. IF ADDITIONAL FILL MATERIAL IS REQUIRED INCLUDE THE COST OF ALL FILL MATERIAL.
- REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEAN UP AND REMOVE LOOSE CONSTRUCTION DEBRIS BEFORE IT LEAVES THE SITE. PROMPTLY REMOVE ALL DEMOLITION DEBRIS FROM THE SITE TO AN APPROVED DUMP SITE.
- ALL TRUCKS LEAVING THE SITE MUST BE COVERED.
- DO NOT WASH ANY CONCRETE TRUCKS ON-SITE. REMOVE BY HAND ANY CEMENT OR CONCRETE DEBRIS LEFT IN THE DISTURBED AREA.
- BURIAL OF ANY STUMPS, SOLID DEBRIS, AND/OR STONES/BOULDERS ON-SITE IS PROHIBITED. DO NOT USE ROAD SALT OR OTHER DE-ICING CHEMICALS ON THE ACCESS ROADWAY.
- AT THE END OF CONSTRUCTION, REMOVE ALL CONSTRUCTION DEBRIS AND SURPLUS MATERIALS FROM THE SITE. PERFORM A THOROUGH INSPECTION OF THE WORK PERIMETER. COLLECT AND REMOVE ALL MATERIALS AND BLOWN OR WATER CARRIED DEBRIS FROM THE SITE.

GENERAL DEMOLITION NOTES:

THIS PLAN SET DOES NOT INCLUDE DETAILS & SPECIFICATIONS FOR ALL DEMOLITION WORK REQUIRED WITHIN THE PROPOSED CONSTRUCTION LIMITS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE OWNER, PROJECT ARCHITECT, MECHANICAL ENGINEER, AND OTHER PROFESSIONAL ENGINEERS INVOLVED WITH THE PROPOSED NEW CONSTRUCTION TO DEVELOP A SUITABLE DEMOLITION PLAN, WHICH WILL ALLOW THE FACILITIES TO REMAIN IN OPERATION DURING THE ENTIRETY OF CONSTRUCTION.

- UNLESS OTHERWISE NOTED, THE CONTRACTOR IS RESPONSIBLE FOR THE RELOCATION, DEMOLITION, REMOVAL AND DISPOSAL, IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES, OF ALL EXISTING SITE ELEMENTS AND STRUCTURES INCLUDING, BUT NOT LIMITED TO, BUILDINGS, ROADWAYS, PARKING AREAS, PARKING ISLANDS, BITUMINOUS CONCRETE, CEMENT CONCRETE, GRAVEL, CURBS, WALKWAYS, SIDEWALKS, BERMS, FENCES, BOLLARDS, POSTS, PLANTING BEDS, TREES, SHRUBS, UTILITIES, DRAINAGE STRUCTURES AND ALL OTHER STRUCTURES SHOWN AND NOT SHOWN WITHIN CONSTRUCTION LIMITS, AND WHERE NEEEDED, TO ALLOW FOR NEW CONSTRUCTION. ALL FACILITIES TO BE REMOVED ARE TO BE REMOVED AFTER THE UNDERGROUND STRUCTURES FROM GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER SPECIFICATIONS.
- REMOVE ALL DEBRIS FROM THE SITE AND DISPOSE OF THE DEBRIS IN A PROPER AND LEGAL MANNER.
- OBTAIN ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
- COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. COORDINATE WITH THE UTILITY COMPANIES CONCERNING PORTIONS OF THE WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
- REFER TO MECHANICAL AND UTILITY PLANS AND SPECIFICATIONS FOR ALL WORK WHICH REQUIRES UTILITIES TO BE REMOVED, RELOCATE OR ABANDONED AND LEFT IN PLACE.
- PROVIDE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL UTILITY LINES, AS REQUIRED, BEFORE PROCEEDING WITH THE WORK.
- MAINTAIN CONTINUOUS ACCESS AND OPERATION FOR SURROUNDING FACILITIES, AS DEEMED BY THE OWNER, AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
- PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.

BASIC CONSTRUCTION SEQUENCE:

THE FOLLOWING CONSTRUCTION SEQUENCE IS TO BE USED AS A GENERAL GUIDELINE. COORDINATE WITH THE OWNER, ENGINEERS, AND LANDSCAPE ARCHITECT AND SUBMIT A PROPOSED CONSTRUCTION SEQUENCE FOR REVIEW AND APPROVAL, PRIOR TO CONSTRUCTION.

- SURVEY AND STAKE THE PROPOSED LIMIT OF DISTURBANCE AND LIMIT OF SEDIMENTATION BARRIERS.
- PLACE SEDIMENTATION BARRIERS AS INDICATED ON DRAWINGS AND STAKED OUT IN THE FIELD. UNDER NO CIRCUMSTANCES IS THE LIMIT OF WORK TO EXTEND BEYOND THE SEDIMENTATION BARRIERS. LIMIT OF DISTURBANCE AS INDICATED ON DRAWINGS AS APPROVED BY THE LOCAL CONSERVATION COMMISSION AND DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP).
- INSTALL TEMPORARY CONSTRUCTION ENTRANCES IN LOCATIONS INDICATED ON DRAWINGS. NO OTHER ENTRANCES ARE TO BE USED TO GAIN ACCESS TO THE SITE BY ANY CONSTRUCTION OR DELIVERY VEHICLES.
- BEGIN CLEARING THE SITE AS REQUIRED.
- SURVEY AND STAKE CENTERLINE OF THE PROPOSED ROADS, STORMWATER MANAGEMENT AREAS, AND DRAINAGE LINES.
- EXCAVATE AND ROUGH GRADE THE PROPOSED STORMWATER MANAGEMENT AREAS AND ANY ADDITIONAL TEMPORARY BASINS NECESSARY TO CONTROL SITE RUNOFF AND SEDIMENTS. TEMPORARILY STABILIZE/SEED PERMANENT STORMWATER MANAGEMENT AREAS AS NECESSARY TO REDUCE SOIL EROSION AND SEDIMENT ACCUMULATION.
- BEGIN CLEARING AND GRUBBING THE AREAS OF ROADWAYS AND STORMWATER MANAGEMENT AREAS. TOPSOIL IS TO BE STRIPPED FROM THE AREA OF THE PROPOSED ROADWAYS AND STORMWATER MANAGEMENT AREAS AND STOCKPILED IN APPROVED LOCATIONS. TOPSOIL STOCKPILES MUST BE PROTECTED BY A SEDIMENT BARRIER.
- INSTALL TEMPORARY CONVEYANCE DEVICES (SWALES, CHECK DAMS, PIPES, ETC.) AS NECESSARY TO CONVEY RUNOFF TO TREATMENT AREAS.
- BEGIN ROUGH GRADING AREAS FOR ROADS, PARKING AND BUILDINGS. BRING ROUGH GRADING TO PROPER ELEVATIONS AS SOON AS PRACTICABLE. COORDINATE WITH THE TOWN FOR THE SOILS ARE UNSTABILIZED.
- BEGIN UTILITY CONSTRUCTION. THE CONTRACTOR IS FREE TO INSTALL THE UTILITIES IN THE SEQUENCE HE/SH SHE CHOOSES. IMMEDIATELY REPAIR, REPLACE AND STABILIZE ANY EROSION CONTROL DEVICES DISTURBED DURING THE UNDERGROUND UTILITY CONSTRUCTION. MODIFY TEMPORARY CONVEYANCE DEVICES, AS NECESSARY, TO CONVEY RUNOFF TO TREATMENT AREAS.
- INSTALL DRAINAGE PIPES, DRAINAGE MANHOLES, CATCH BASINS, AND UNDERGROUND DRAINAGE STRUCTURES. BEGIN WORK AT THE STORMWATER MANAGEMENT AREAS AND PROGRESS UP GRADIENT. PROTECT DISCHARGE OUTLETS WITH RIP-RAP APPROX. THE STORMWATER MANAGEMENT AREAS AND DRAINAGE NETWORK ARE TO BE PROTECTED FROM SEDIMENTATION UNTIL ALL UNSTABILIZED AREAS ARE STABILIZED WITH STONE SUB-BASE OR VEGETATION. INSTALL SEDIMENT BARRIERS AT ALL POINTS OF ENTRY INTO THE DRAINAGE NETWORK. TAKE PARTICULAR CARE TO PROTECT THE UNDERGROUND STRUCTURES FROM SEDIMENT.
- PERMANENTLY SEED ALL DISTURBED AREAS OUTSIDE OF THE AREA TO BE PAVED.
- UPON COMPLETION OF UNDERGROUND UTILITIES INSTALLATION, PLACE COMPACTED GRAVEL FOUNDATION AND ROUGH GRADE THE ROADWAYS/PARKING AREAS IN ACCORDANCE WITH THE SITE PLANS AND IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL REGULATIONS AS SOON AS POSSIBLE.
- BEGIN ROAD AND PARKING CONSTRUCTION PER SITE PLANS AND IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL REGULATIONS. ROADS AND PARKING AREAS ARE NOT TO BE PAVED UNTIL THE ENTIRE PERMANENT DRAINAGE SYSTEM HAS BEEN INSTALLED AND ALL PIPE CONNECTIONS COMPLETE.
- FINISH PERMANENT STABILIZATION. COMPLETE PERMANENT STORMWATER MANAGEMENT AREA SEEDING AND PLANTING AFTER THE CONTRIBUTING AREA TO THE BASIN HAS REACHED A MINIMUM OF 80% STABILIZATION AND IS NO LONGER REQUIRED AS A CONSTRUCTION SEDIMENTATION BASIN.
- COMPLETE ALL REMAINING PLANTING AND SEEDING.
- SWEEP THE ROADWAY TO REMOVE ALL SEDIMENTS. REPAIR DRAINAGE OUTLETS AND BASINS AS REQUIRED. CLEAN AND FLUSH THE DRAINAGE STRUCTURES AND PIPES AT THE END OF CONSTRUCTION AND REMOVE ALL ACCUMULATED SEDIMENTS IN THE STORMWATER MANAGEMENT AREAS. CONTRACTOR MUST INSPECT THE DRAINAGE NETWORK AND REPAIR ANY DAMAGE IMMEDIATELY.
- ENGINEER TO APPROVE THE REMOVAL OF ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES FOLLOWING VEGETATIVE ESTABLISHMENT OF ALL DISTURBED AREAS AND DETERMINE WHEN THE CONTRIBUTING AREA HAS REACHED A MINIMUM OF 80% STABILIZATION.

GENERAL GRADING AND DRAINAGE NOTES:

- ALL CUT AND FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
- EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT.
- PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT.
- ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS. IMMEDIATELY NOTIFY THE ENGINEER IF POSITIVE DRAINAGE CANNOT BE PROVIDED.
- UNLESS INDICATED OTHERWISE ON THE DRAWINGS OR DETAIL, A MINIMUM CONE FOUNDATION REVEAL OF 8" TO BE PROVIDED AT ALL BUILDING CORNERS. NOTIFY THE ENGINEER AND ARCHITECT IF ANY DEVIATION OR ALTERATION OF FOUNDATION REVEAL IS REQUIRED.
- REFER TO ARCHITECTURAL PLAN AND SPECIFICATIONS FOR EARTHWORK AND COMPACTION REQUIREMENTS FOR ALL SLABS AND BUILDING FOUNDATIONS.
- PROPOSED ELEVATIONS ARE SHOWN TO FINISH PAVEMENT OR GRADE UNLESS NOTED OTHERWISE.
- ALL EARTHWORK AND SITE PREPARATION MUST BE DONE IN STRICT ACCORDANCE WITH THE RECOMMENDATIONS OF ANY SUBSURFACE INVESTIGATION OR GEOTECHNICAL REPORTS PREPARED FOR THIS SITE.
- ALL DRAINAGE STRUCTURES AND PIPES MUST BE CONNECTED TO THE DRAINAGE SYSTEM PRIOR TO THE INSTALLATION OF ANY PAVEMENT. PAVING WILL NOT BE ALLOWED IF THE DRAINAGE SYSTEM FOR THE PROPOSED PAVED AREA IS NOT COMPLETELY AND PROPERLY INSTALLED. THIS INCLUDES THE STABILIZATION OF ALL DISTURBED AREAS CONTRIBUTING TO THE DRAINAGE SYSTEMS AND ANY STORMWATER BASIN FLOORS AND SIDE SLOPES.

EROSION & SEDIMENT CONTROL NOTES:

- PRIOR TO THE START OF CONSTRUCTION A NOTICE OF INTENT (NOI) MUST BE FILED WITH NPDES. REFER TO THE STORMWATER AND POLLUTION PREVENTION PLAN (SWPPP) REGARDING ALL EROSION CONTROL MATTERS. MAINTAIN A WORKING COPY OF THE SWPPP ON-SITE AT ALL TIMES. FOLLOW THE SWPPP FOR SITE MAINTENANCE, INSPECTIONS AND PROPER DOCUMENTATION UNTIL THE SITE HAS BEEN ACCEPTED BY THE OWNER. AT THE COMPLETION OF THE PROJECT THE CONTRACTOR OR OWNER MUST FILE A NOTICE OF TERMINATION WITH NPDES. IN ACCORDANCE WITH NPDES REGULATIONS, THE COMPLETED SWPPP MUST INCLUDE ALL OF THE SITE EROSION CONTROL DOCUMENTATION, WEEKLY EROSION INSPECTION REPORTS COMPLETED BY THE DESIGNATED SITE PERSONNEL, AND ANY OTHER PERTINENT SITE DOCUMENTATION MUST BE RETAINED FOR A MINIMUM OF 3 YEARS FROM THE DATE OF TERMINATION.
- DESIGNATE THE SITE CONSTRUCTION FOREMAN AS THE ON-SITE PERSONNEL RESPONSIBLE FOR THE DAILY INSPECTION AND MAINTENANCE OF ALL SEDIMENT AND EROSION CONTROLS AND IMPLEMENTATION OF ALL NECESSARY MEASURES TO CONTROL EROSION AND PREVENT SEDIMENT FROM LEAVING THE SITE.
- INSTALL ALL EROSION AND SEDIMENT CONTROL (ESC) MEASURES AS INDICATED ON DRAWINGS IN CONSULTATION WITH THE CONSERVATION AGENCY, AND ENGINEER. PRIOR TO ANY CONSTRUCTION ACTIVITIES BEGIN, INSPECT, MAINTAIN REPAIR AND REPLACE EROSION CONTROL MEASURES, AS NECESSARY, DURING THE ENTIRE CONSTRUCTION PERIOD OF THE PROJECT. THE SITE PERIMETER EROSION CONTROLS ARE THE DETERMINED LIMIT OF WORK. INFORM ALL PERSONNEL WORKING ON THE PROJECT SITE THAT NO CONSTRUCTION ACTIVITY IS TO OCCUR BEYOND THE LIMIT OF WORK AT ANY TIME THROUGHOUT THE CONSTRUCTION PERIOD.
- MAINTAIN A MINIMUM SURPLUS OF 100 FEET OF EROSION CONTROL BARRIER (SILT FENCE, STRAWBALE, & OR SILT SOCK) ON-SITE AT ALL TIMES.
- PROTECT THE ADJACENT RESOURCE AREA FROM SEDIMENTATION DURING PROJECT CONSTRUCTION UNTIL ACCEPTANCE BY THE OWNER & IN CONFORMANCE WITH THE ORDER OF CONDITIONS.
- PROVIDE CONSTRUCTION EXITS AS INDICATED ON DRAWINGS TO SHED DIRT FROM CONSTRUCTION VEHICLE TIRES. CLEAN AND/OR REPLACE THE CRUSHED STONE PAD, AS NECESSARY, TO MAINTAIN ITS EFFECTIVENESS.
- KEEP THE LIMIT OF CLEARING, GRADING AND DISTURBANCES TO A MINIMUM WITHIN THE PROPOSED AREA OF CONSTRUCTION. SEPARATE THE SITE WORK IN AREAS OF EXPOSED SOIL. IF TREES ARE TO BE CUT ON THE ENTIRE SITE, CLEAR AND GRUB ONLY THOSE AREAS WHICH ARE ACTIVELY UNDER CONSTRUCTION. PROPERLY INSTALL THE SEDIMENTATION CONTROLS PRIOR TO BEGINNING ANY LAND CLEARING ACTIVITY AND/OR OTHER CONSTRUCTION RELATED WORK.
- MONITOR LOCAL WEATHER REPORTS DURING CONSTRUCTION AND PRIOR TO SCHEDULING EARTHMOVING OR OTHER CONSTRUCTION ACTIVITIES WHICH LEAVE LARGE DISTURBED AREAS. IF INCLEMENT WEATHER IS PREDICTED, USE BEST PROFESSIONAL JUDGEMENT AND GOOD CONSTRUCTION PRACTICES WHEN SCHEDULING CONSTRUCTION ACTIVITIES AND ENSURE THE NECESSARY EROSION CONTROL DEVICES ARE INSTALLED AND FUNCTIONING PROPERLY TO MINIMIZE EROSION FROM ANY IMPENDING WEATHER EVENTS.
- INSPECT EROSION AND SEDIMENT CONTROL DEVICES AND STABILIZED SLOPES ON A WEEKLY BASIS AND AFTER EACH RAINFALL EVENT OF .25 INCH OR GREATER. REPAIR IDENTIFIED PROBLEMS WITHIN 24 HOURS TO ENSURE EROSION AND SEDIMENT CONTROLS ARE IN GOOD WORKING ORDER. RESET OR REPLACE MATERIALS AS REQUIRED.
- SURROUND THE PERIMETER OF SILT SOCKS WITH SILT SOCK, SILT FENCE, STRAWBALES, OR A COMBINATION OF SILT FENCE WITH STRAWBALE, AS DETERMINED NECESSARY.
- DISTURBED AREAS AND SLOPES MUST NOT BE LEFT UNATTENDED OR EXPOSED FOR EXCESSIVE PERIODS OF TIME SUCH AS THE INACTIVE WINTER SEASON. PROVIDE APPROPRIATE STABILIZATION PRACTICES ON ALL DISTURBED AREAS AS SOON AS POSSIBLE BUT NOT MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED. REINFORCE TEMPORARY AREAS HAVING A SLOPE GREATER THAN 4:1 WITH EROSION BLANKETS OR APPROVED EQUAL UNTIL THE SITE IS PROPERLY STABILIZED. TEMPORARY SWALES MAY ALSO BE REQUIRED IF DETERMINED NECESSARY IN THE FIELD BY THE ENGINEER.
- INSTALL A SILT SACK OR APPROVED EQUIVALENT IN EACH EXISTING CATCH-BASIN RECEIVING RUNOFF FROM THE SITE. UPON THE INSTALLATION OF EACH CATCH BASIN, INSTALL A SILT SACK OR APPROVED EQUIVALENT. INSPECT SILT SACKS, AFTER EACH SIGNIFICANT STORM EVENT AND REMOVE AND EMPTY AS NEEDED FOR THE DURATION OF THE CONSTRUCTION PERIOD.
- SMALL SEDIMENTATION BASINS MAY BE CONSTRUCTED ON AN AS-NEEDED BASIS DURING CONSTRUCTION TO AID IN THE CAPTURE OF SITE RUNOFF AND SEDIMENT. IT WILL BE THE RESPONSIBILITY OF THE SITE OPERATOR, IN CONSULTATION WITH THE ENGINEER, TO SIZE AND CREATE THESE BASINS IN APPROPRIATE LOCATIONS.
- CONTAIN ALL SEDIMENT ON-SITE. SWEEP ALL EXITS FROM THE SITE AS NECESSARY INCLUDING ANY SEDIMENT TRACKING. SWEEP PAVED AREAS AS NEEDED TO REMOVE SEDIMENT AND POTENTIAL POLLUTANTS ACCUMULATED DURING SITE CONSTRUCTION.
- REMOVE ACCUMULATED SEDIMENT FROM ALL TEMPORARY PRACTICES AND DISPOSE OF IN A PRE-APPROVED LOCATION.
- PROVIDE ON SITE OR MAKE READILY AVAILABLE THE NECESSARY EQUIPMENT AND SITE PERSONNEL DURING CONSTRUCTION HOURS FOR THE DURATION OF THE PROJECT TO ENSURE ALL EROSION AND SEDIMENTATION CONTROL DEVICES ARE PROPERLY MAINTAINED AND REPAIRED IN A TIMELY AND RESPONSIBLE MANNER. IF SITE WORK IS SUSPENDED DURING THE WINTER MONTHS THE CONTRACTOR MUST CONTINUE TO PROVIDE PERSONNEL AND EQUIPMENT EITHER ON-SITE OR READILY AVAILABLE TO PROMPTLY MAINTAIN AND REPAIR ALL EROSION AND SEDIMENTATION CONTROL DEVICES IN A TIMELY AND RESPONSIBLE MANNER.
- PRIOR TO THE INSTALLATION OF FILTER FABRIC AND MEDIA WITHIN THE BIOTRENTATION AREAS, REMOVE AND PROPERLY DISPOSE OF SEDIMENT ACCUMULATED IN ANY PARTIALLY CONSTRUCTED OR TEMPORARY BIOTRENTATION/DRAINAGE AREA USED FOR SEDIMENT CONTROL DURING CONSTRUCTION. PROVIDE A SURFACE ELEVATION AT A MINIMUM 1-FOOT ABOVE THE BOTTOM OF MEDIA ELEVATION AS SHOWN IN THE BIOTRENTATION SCHEDULE FOR PARTIALLY CONSTRUCTED BIOTRENTATION AREAS. THIS ALLOWS FOR AN OVER-DIG OF THE COLLECTED SEDIMENT FROM WITHIN THE BIOTRENTATION AREA PRIOR TO MEDIA/FABRIC INSTALLATION.
- CONTROL DUST BY WATERING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE DURING CONSTRUCTION OF ALL STORMWATER FACILITIES INSTALLED OR AFFECTED BY THE PROJECT. REMOVE SEDIMENT OR DEBRIS COLLECTED WITHIN THESE FACILITIES FROM THE PROJECT WORK AREA PRIOR TO THE OWNER'S ACCEPTANCE.

STORMWATER FACILITY OPERATION & MAINTENANCE:

THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER INSPECTION AND MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES AS OUTLINED BELOW DURING CONSTRUCTION AND UNTIL SUCH TIME THAT THE ROADWAYS AND ASSOCIATED UTILITIES ARE ACCEPTED BY THE OWNER AND THE ENGINEER.

- INSPECT AND RESTORE/CLEAN ALL FACILITIES (INLETS, MANHOLES, INFILTRATION BASINS, STORMWATER MANAGEMENT AREAS AS DESCRIBED BELOW) OF SEDIMENT AND DEBRIS PRIOR TO THE OWNER'S ACCEPTANCE.
- REMOVE AND DISPOSE ALL SEDIMENT AND DEBRIS TO A PRE-APPROVED LOCATION.
- REFER TO THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR ADDITIONAL INFORMATION PERTAINING TO STORMWATER FACILITY OPERATION AND MAINTENANCE REQUIREMENTS. MAINTAIN A WORKING COPY OF THE SWPPP ON SITE AT ALL TIMES.
- AT A MINIMUM INSPECT MONTHLY AND AFTER STORM EVENTS GREATER THAN OR EQUAL TO 1" OF RAINFALL AS NECESSARY FOR THE ENTIRE DURATION OF THE CONSTRUCTION PROJECT AND THE FIRST 3 MONTHS AFTER CONSTRUCTION TO ENSURE PROPER STABILIZATION.
- SPECIFIC MAINTENANCE REQUIRED DURING CONSTRUCTION:
 - DRAINAGE STRUCTURES (INLETS, MANHOLES, CATCHBASINS, DIVERSION STRUCTURE, WATER QUALITY UNITS): MONITOR AND REGULARLY INSPECT ALL EXISTING AND PROPOSED DRAINAGE STRUCTURES FOR PROPER OPERATION, COLLECTION OF LITTER OR TRASH AND STRUCTURAL DETERIORATION. CLEAN AND REMOVE SEDIMENT FROM THE STRUCTURES (INCLUDING SLUMPS) AS NECESSARY, AND REPAIR WHEN REQUIRED.
 - SEDIMENT FOREBAYS: REGULARLY INSPECT TO ENSURE PROPER FUNCTION. REMOVE SEDIMENT BUILDUP ON THE FLOOR OF THE FOREBAY AND PROPERLY DISPOSE, AS NECESSARY, TO LIMIT CLOGGING. CLEAN SEDIMENT FOREBAYS PRIOR TO COMPLETION OF CONSTRUCTION.
 - BIOTRENTATION SYSTEMS: REGULARLY INSPECT TO ENSURE PROPER FUNCTION. MONITOR AND INSPECT STRUCTURAL COMPONENTS, INCLUDING WEIR WALLS, DRAINAGE INLETS, OUTLET STRUCTURES AND SPILLWAYS, FOR PROPER FUNCTION. CLEAN AND REPAIR ANY CLOGGED STRUCTURES DURING INSPECTIONS. PRIOR TO THE COMPLETION OF CONSTRUCTION, REMOVE AND REPLACE ALL ESTABLISHED, DEAD OR SEVERELY DISEASED PLANTS. REMOVE SEDIMENT BUILDUP AS NEEDED AND REPLACE SOIL WHEN NECESSARY. IF SEDIMENT OR ORGANIC DEBRIS BUILDUP LIMITS THE INFILTRATION CAPABILITIES, REMOVE THE TOP 6" OR GREATER AND SURFACE ROTO-TILLED TO A DEPTH OF 12".
 - GRASS CONVEYANCE SWALES: PERFORM A GENERAL INSPECTION OF THE SWALE AFTER STORM EVENTS GREATER THAN OR EQUAL TO 1" OF RAINFALL OR MORE FREQUENTLY, AS NEEDED. MAINTENANCE CONSISTS OF REMOVAL OF ANY TRASH AND ANIMAL DEBRIS FROM THE BOTTOM OF THE SWALE, REMOVAL OF SEDIMENT BUILDUP WITHIN THE SWALE, CORRECTING ANY EROSION GULLIES, AND RE-SEEDING, AS NECESSARY.
 - ROUTINE MAINTENANCE: OTHER ROUTINE MAINTENANCE INCLUDES THE REMOVAL OF TRASH AND LITTER FROM PAVED AND PERIMETER AREAS, AND STREET AND PARKING LOT SWEEPING UPON COMPLETION OF CONSTRUCTION TO AVOID EXCESSIVE ACCUMULATION OF SEDIMENT IN THE DRAINAGE SYSTEM. INSPECT THE PIPES AND STRUCTURES FOR SEDIMENT ACCUMULATION AND PROPER FLOW.

WATER & SEWER INSTALLATION NOTES:

- INSTALL SEWER AND WATER MAINS ACCORDING TO THE FOLLOWING GUIDELINES TO PREVENT FREEZING OF THE MAIN OR SEWER:

UTILITY TYPE	MIN. COVER OVER TOP OF PIPE	MIN. HORIZONTAL DISTANCE TO DRAIN STRUCTURE
SANITARY FORCE MAIN	5'	3'
GRAVITY FORCE MAIN	4'	2'
WATER MAIN	5'	2'

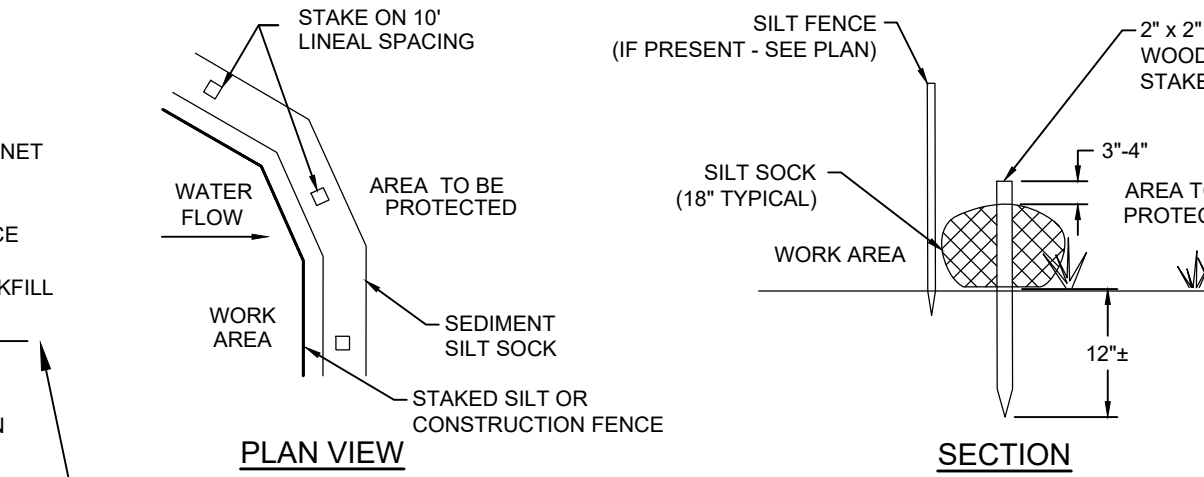
- INSULATE SANITARY FORCE MAINS, WATER MAINS, HYDRANT PIPING AND DEAD END WATER LINES WHERE SOIL COVER OR HORIZONTAL SEPARATION TO PRECAST STRUCTURES IS LESS THAN THE DISTANCE SPECIFIED ABOVE AND/OR WHERE SHOWN ON PLANS.
- INSULATION: 2" THICK POLYURETHANE INSULATION WITH PVC JOINT PLACED AROUND PIPE OR DESIGNER APPROVED EQUAL.
- WATER AND SEWER SEPARATION IS TYPICALLY 10-FEET MINIMUM HORIZONTAL AND 18-INCHES VERTICAL, WITH SEWER MAINS BELOW THE WATER MAINS (SEE DETAIL). IF SITE CONDITIONS REQUIRE LESS, THEN INSTALL UTILITIES AS INDICATED ON DETAILS.

WATER SYSTEM INSTALLATION NOTES:

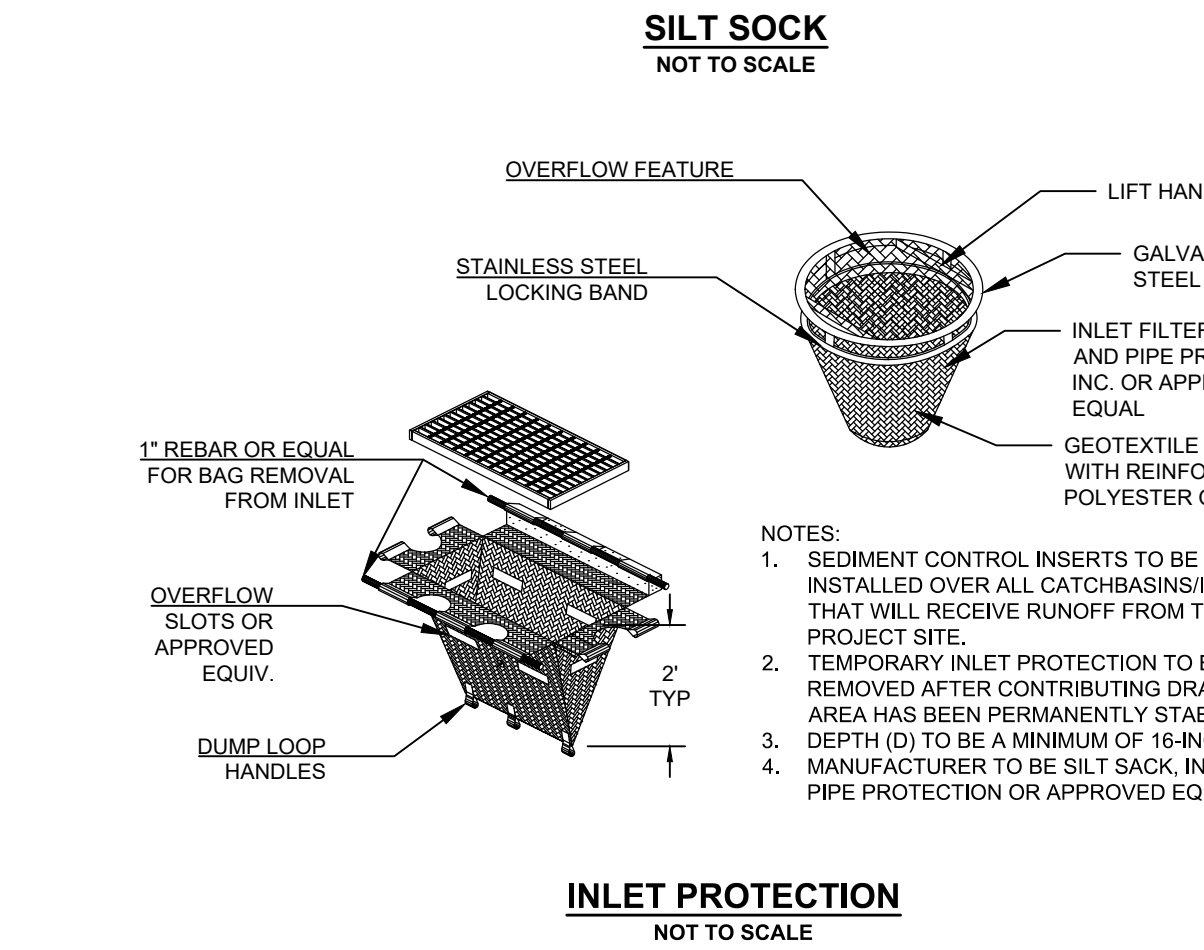
- CONSTRUCT THE WATER MAIN AND ITS APPURTENANCES IN ACCORDANCE WITH THE LOCAL WATER DEPARTMENT'S STANDARDS AND SPECIFICATIONS AND PAY FOR ALL ASSOCIATED FEES AS REQUIRED BY THE WATER DEPARTMENT.
- ALL PROPOSED WATER MAINS AND GREATER IN DIAMETER ARE DUCTILE IRON CLASS 52. ONLY USE HOPE 3008 OR AS INDICATED ON DRAWINGS OR AS APPROVED BY THE ENGINEER.
- SUPPLY TWO COPIES OF SWORN CERTIFICATES TO PROVE THAT ALL PIPES AND FITTINGS ARE INSPECTED AND TESTED AS REQUIRED BY THE STANDARD SPECIFICATIONS TO WHICH THE MATERIAL IS MANUFACTURED.
- GATE VALVES: MUELLER (X280 SERIES), CLOW (AWWA STANDARD C509 SERIES), AMERICAN DARLING (PRESILIENT WEDGE) OR APPROVED EQUAL.
- PROVIDE GATE VALVES ON ALL HYDRANT BRANCHES AND WATER MAIN. THE GATE VALVE TO TURN TO THE RIGHT TO OPEN (CLOCKWISE). ALL BOLTS AND NUTS MUST BE RUST PROOF STEEL.
- CLEAR ALL NEWLY INSTALLED WATER SYSTEM COMPONENTS OF ALL FOREIGN MATERIALS SUCH AS DIRT AND MISCELLANEOUS DEBRIS PRIOR TO SYSTEM TESTING. NO TESTING IS ALLOWED WITHOUT REMOVAL OF ALL FOREIGN MATERIALS.
- CONTRACTOR IS RESPONSIBLE FOR CONDUCTING A PRESSURE TEST AND DISINFECTION TEST OF ALL WATER MAINS. THE TESTS MUST BE WITNESSED BY THE APPROVED INSPECTOR OR THE ENGINEER. THE CONTRACTOR MUST PROVIDE A MINIMUM OF 48-HOURS ADVANCE NOTICE TO THE LOCAL WATER DEPARTMENT PRIOR TO THE PRESSURE AND DISINFECTION TESTS. THE CONTRACTOR MUST PROVIDE ALL NECESSARY EQUIPMENT AND CHEMICALS TO PROPERLY CONDUCT THE TESTS.
- INSTALL AND REMOVE ALL NECESSARY BLOWOFFS REQUIRED FOR THIS PROJECT AT NO EXTRA COST TO THE OWNER.
- COLLECT ALL BACTERIOLOGICAL SAMPLES AND PAY FOR ALL RELATED LABORATORY FEES.
- MAINTAIN UP-TO-DATE AS-BUILT DRAWINGS AND NOTES INDICATING THE HORIZONTAL AND VERTICAL LOCATION WITH TWO TIES OF ALL SYSTEM COMPONENTS INSTALLED. AS-BUILT DRAWINGS AND NOTES WILL BE UTILIZED BY THE ENGINEER FOR THE PREPARATION OF RECORD PLANS.

SEWER SYSTEM OPERATION & MAINTENANCE:

- CLEAN ALL NEWLY INSTALLED FACILITIES, INCLUDING SEWER COLLECTION SYSTEM OF ALL FOREIGN MATERIALS SUCH AS DIRT AND MISCELLANEOUS DEBRIS PRIOR TO SYSTEM TESTING. TESTING MUST BE WITNESSED AND INSPECTED BY THE ENGINEER. NO TESTING IS ALLOWED WITHOUT REMOVAL OF ALL FOREIGN MATERIALS.
- CONDUCT A LEAKAGE TEST OF ALL SEWER MAINS. TEST MUST BE WITNESSED BY THE ENGINEER. THE CONTRACTOR MUST PROVIDE THE ENGINEER WITH A MINIMUM OF 48-HOURS ADVANCE NOTICE TO THE TIME OF THE PRESSURE TEST.
- TEST SEWER PIPES FOR LEAKAGE WITH THE FOLLOWING PROCEDURE:
INTRODUCE LOW PRESSURE AIR INTO THE SEAL LINE (WITH PNEUMATIC PIPING) UNTIL THE INTERNAL AIR PRESSURE REACHES 4 psi GREATER THAN THE AVERAGE BACK PRESSURE OF ANY GROUNDWATER THAT MAY BE OVER THE PIPE. ALLOW AT LEAST 2 MINUTES FOR AIR PRESSURE TO STABILIZE.
AFTER THE STABILIZATION PERIOD (0.5 psi MINIMUM PRESSURE IN THE PIPE), THE PORTION OF PIPE TESTED IS ACCEPTABLE IF THE TIME REQUIRED IN MINUTES FOR THE PRESSURE TO DECREASE FROM 3.5 TO 3 psi IS NOT LESS THAN 1.90 TIMES THE LENGTH OF PIPE BEING TESTED.
- VACUUM TEST ALL SEWER MANHOLES. TESTS MUST BE WITNESSED BY THE ENGINEER UNLESS THE SEASONAL GROUNDWATER LEVEL IS MORE THAN 10 FEET FROM THE BOTTOM OF THE MANHOLE.
- MANDREL TEST ALL SEWER MAINS AFTER 30 DAYS. TESTS MUST BE WITNESSED BY A TOWN REPRESENTATIVE OR THE ENGINEER.

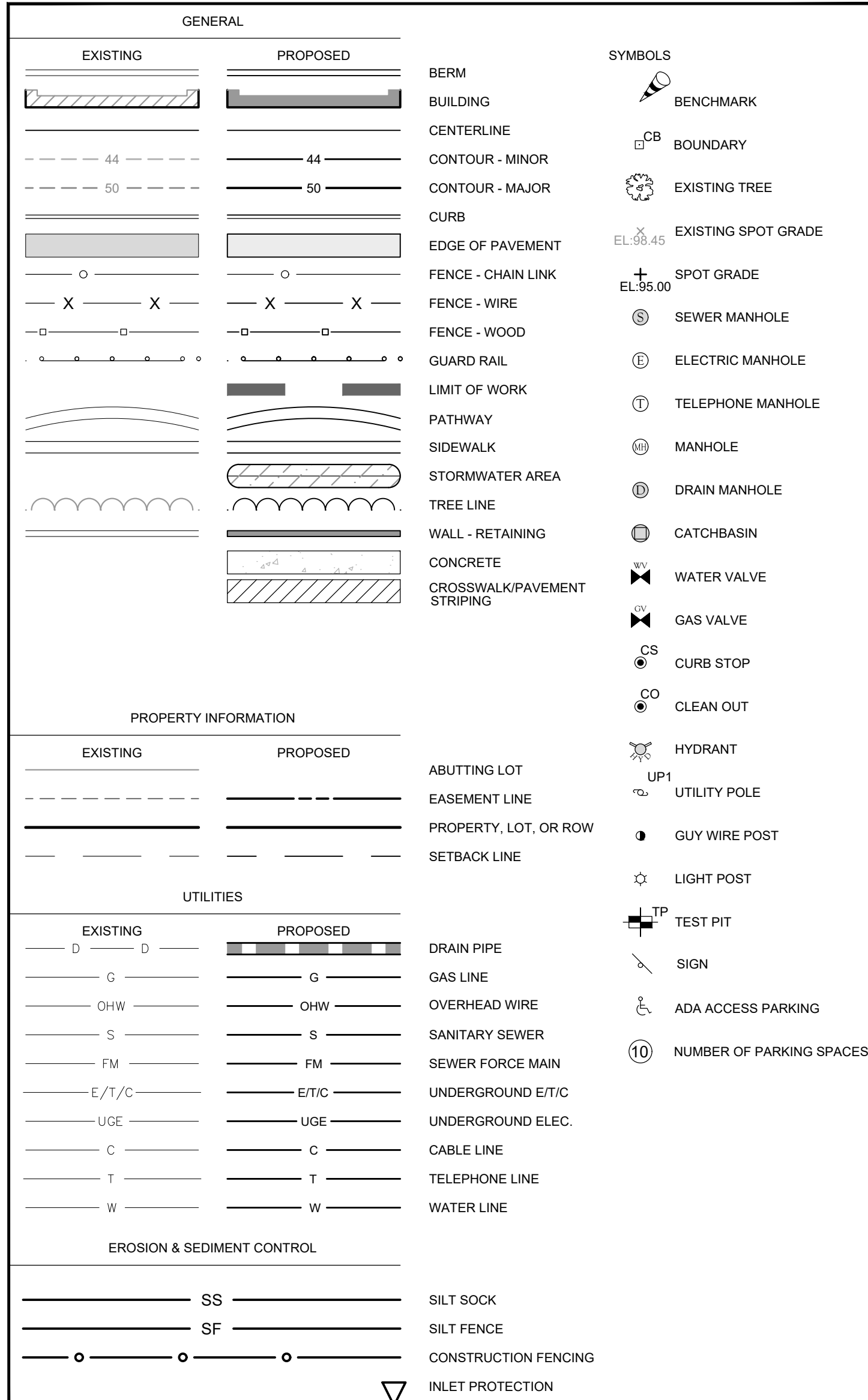


- NOTES:
- SILT SOCK MANUFACTURER TO BE SILT SOCKS OR ENGINEER APPROVED EQUAL.
 - ALL MATERIAL TO MEET MANUFACTURER'S SPECIFICATIONS.
 - SEDIMENT SILT SOCK TO BE FILLED WITH LEAF COMPOST AND/OR WOODY MULCH PER MANUFACTURER'S REQUIREMENTS.
 - FOLLOWING CONSTRUCTION AND SITE STABILIZATION, COMPOST MATERIAL TO BE REMOVED OR DISPERSED ON SITE, AS APPROVED BY THE ENGINEER.



- NOTES:
- SEDIMENT CONTROL INSERTS TO BE INSTALLED OVER ALL CATCHBASIN/INLETS THAT WILL RECEIVE RUNOFF FROM THE PROJECT SITE.
 - TEMPORARY INLET PROTECTION TO BE REMOVED AFTER CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY STABILIZED.
 - DEPTH (D) TO BE A MINIMUM OF 16-INCHES.
 - MANUFACTURER TO BE SILT SOCK, INLET AND PIPE PROTECTION OR APPROVED EQUIVALENT.

LEGEND:



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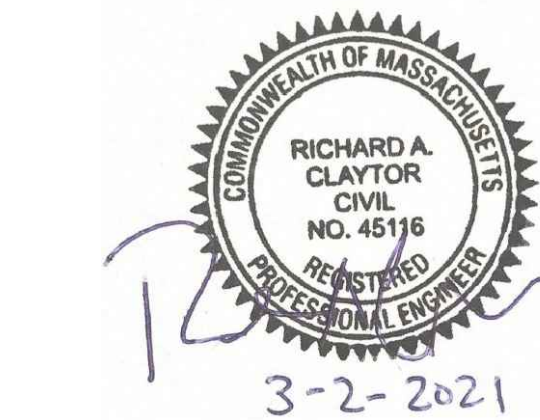
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Revision:

Architect of Record:



Drawn: MCL/JLV

Checked: RAC

Scale: 1" = 40'

Key Plan:

Project Name:

ORLEANS CAPE
COD FIVE
ORLEANS, MA
FORMAL SITE
PLAN REVIEW

Sheet Name:

GENERAL NOTES

Project Number:

20018

Issue Date:

FEBRUARY 10, 2021

Sheet Number:

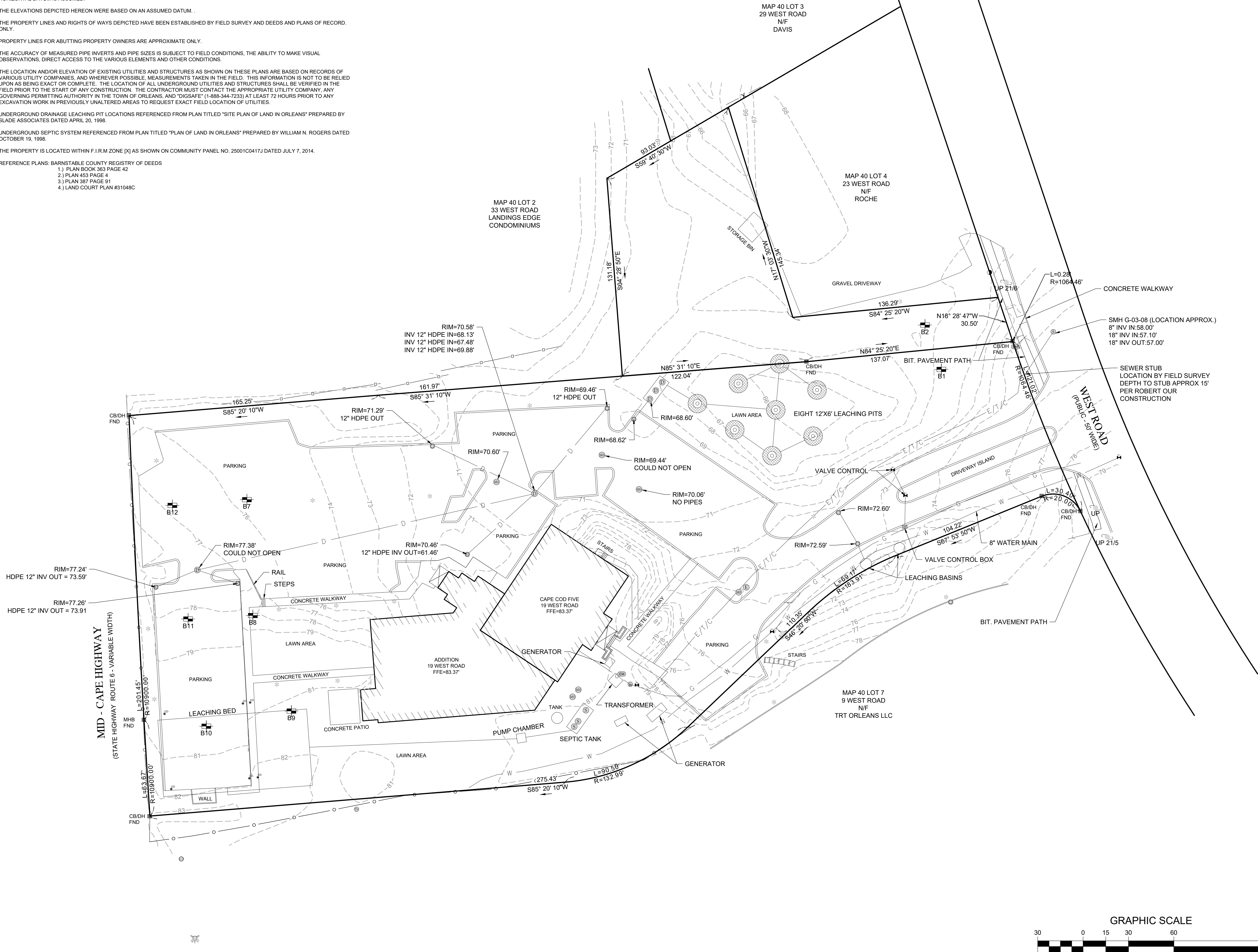
C-2

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CONSTRUCTION

SURVEY NOTES

1. THE TOPOGRAPHY AND EXISTING SITE CONDITIONS DEPICTED HEREON ARE THE RESULT OF AN ON THE GROUND FIELD SURVEY CONDUCTED BY THE HORSLEY WITTEN GROUP, INC. DECEMBER 29, 2020.
2. HORIZONTAL DATUM IS ASSUMED.
3. THE ELEVATIONS DEPICTED HEREON WERE BASED ON AN ASSUMED DATUM. .
4. THE PROPERTY LINES AND RIGHTS OF WAYS DEPICTED HAVE BEEN ESTABLISHED BY FIELD SURVEY AND DEEDS AND PLANS OF RECORD. ONLY.
5. PROPERTY LINES FOR ABUTTING PROPERTY OWNERS ARE APPROXIMATE ONLY.
6. THE ACCURACY OF MEASURED PIPE INVERTS AND PIPE SIZES IS SUBJECT TO FIELD CONDITIONS, THE ABILITY TO MAKE VISUAL OBSERVATIONS, DIRECT ACCESS TO THE VARIOUS ELEMENTS AND OTHER CONDITIONS.
7. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF VARIOUS UTILITY COMPANIES, AND WHEREVER POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY IN THE TOWN OF ORLEANS, AND "DIGSAFE" (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION WORK IN PREVIOUSLY UNALTERED AREAS TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
8. UNDERGROUND DRAINAGE LEACHING PIT LOCATIONS REFERENCED FROM PLAN TITLED "SITE PLAN OF LAND IN ORLEANS" PREPARED BY SLADE ASSOCIATES DATED APRIL 20, 1998.

UNDERGROUND SEPTIC SYSTEM REFERENCED FROM PLAN TITLED "PLAN OF LAND IN ORLEANS" PREPARED BY WILLIAM N. ROGERS DATED OCTOBER 19, 1998.
9. THE PROPERTY IS LOCATED WITHIN F.I.R.M ZONE [X] AS SHOWN ON COMMUNITY PANEL NO. 25001C0417J DATED JULY 7, 2014.
10. REFERENCE PLANS: BARNSTABLE COUNTY REGISTRY OF DEEDS
 - 1.) PLAN BOOK 363 PAGE 42
 - 2.) PLAN 453 PAGE 4
 - 3.) PLAN 387 PAGE 91
 - 4.) LAND COURT PLAN #31048C

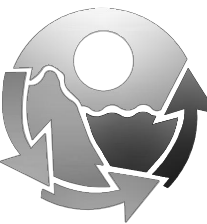


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Revision:

Architect of Record:



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Checked: RAC/DWM

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Key Plan:

Project Name:

ORLEANS CAPE
COD FIVE
ORLEANS, MA
FORMAL SITE
PLAN REVIEW

Sheet Name:

EXISTING CONDITIONS

Project Number:

20136

Issue Date:

FEBRUARY 26, 2021

Sheet Number:

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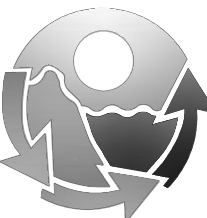
- SITE PLAN NOTES:**
- EXISTING CONDITIONS AND PROPERTY LINES SHOWN HEREON ARE FROM THE DRAWING ENTITLED, "SITE PLAN OF LAND IN ORLEANS," PREPARED FOR THE CAPE COD FIVE CENTS SAVINGS BANK, BY SLADE ASSOCIATES, INC., DATED APRIL 11, 2007.
 - UTILITY INFORMATION SHOWN HEREON BASED ON SLADE (2007) AND THE DRAWING ENTITLED, "PLAN AND PROFILE SEWER WEST ROAD I," PREPARED FOR THE TOWN OF ORLEANS BY AECOM, DATED JANUARY, 2020.

DEVELOPMENT SUMMARY	
ZONING DISTRICT	GENERAL BUSINESS / LIMITED BUSINESS
LOT AREA	151,588 SQUARE FEET
BUILDING COVERAGE	20.4% ±
NUMBER OF DWELLING UNITS	62 (SEE PLANS FOR DISTRIBUTION)
PARKING SPACES	74
PARKING RATIO	1.2 PER UNIT

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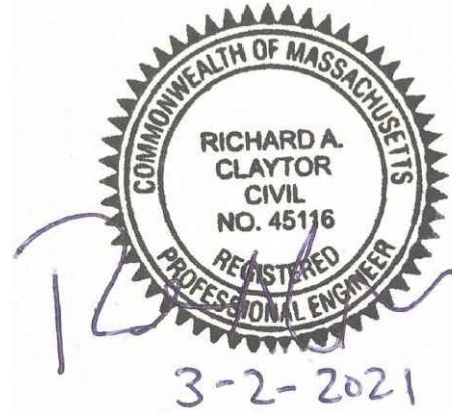
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Architect of Record:



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Key Plan:

Project Name:

ORLEANS CAPE COD FIVE ORLEANS, MA FORMAL SITE PLAN REVIEW

Sheet Name:

SITE PLAN

Project Number:

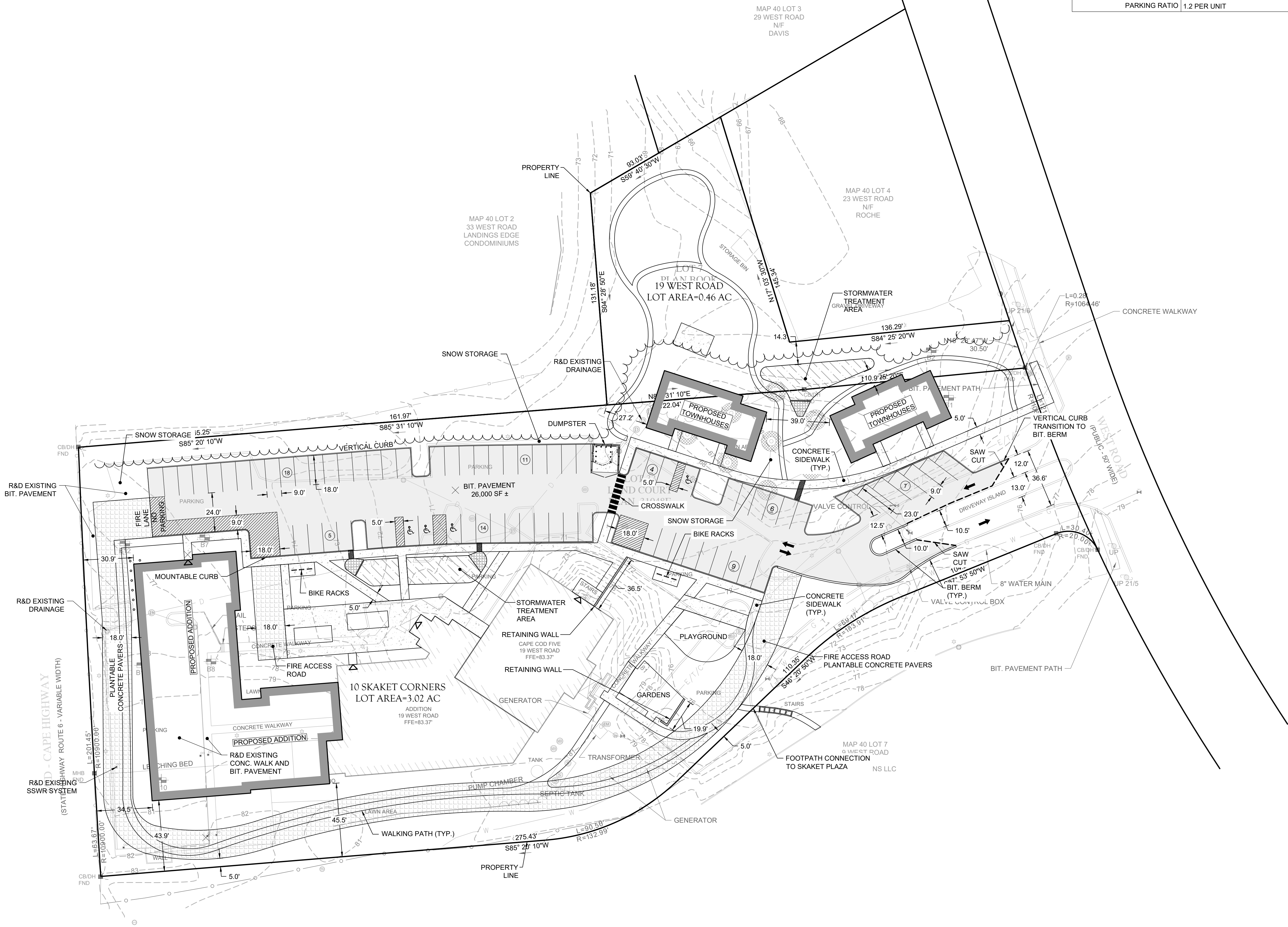
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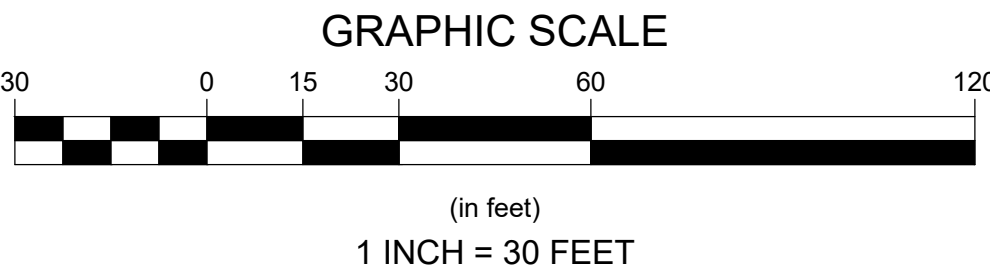
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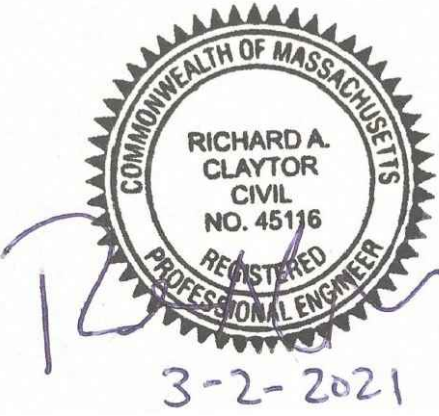
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Revision:

Architect of Record:



Drawn: MCL/JLV

Checked: RAC

Scale: 1" = 30'

Key Plan:

Project Name:

**ORLEANS CAPE
COD FIVE
ORLEANS, MA
FORMAL SITE
PLAN REVIEW**

Sheet Name:

**GRADING &
DRAINAGE
PLAN**

Project Number:

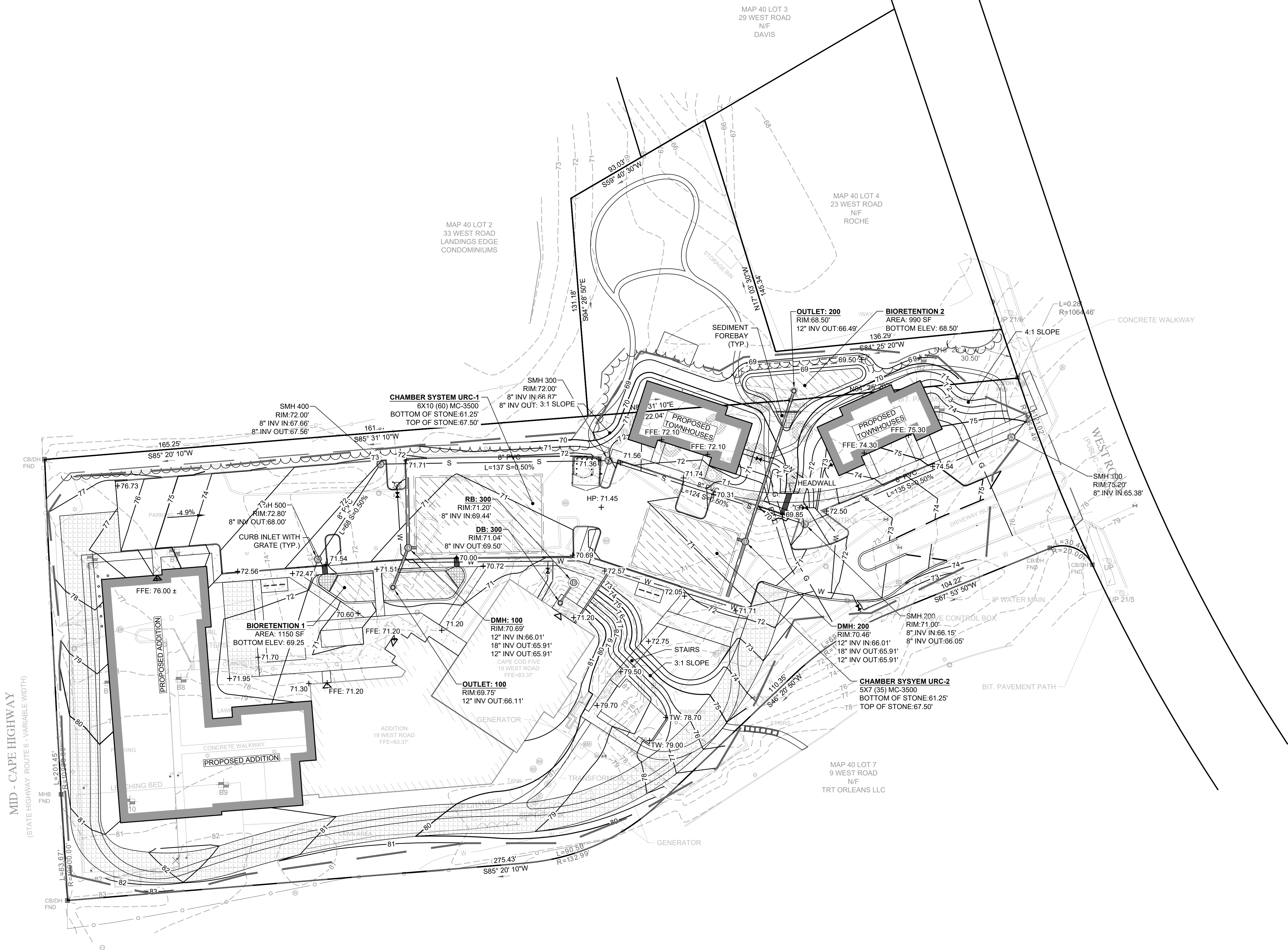
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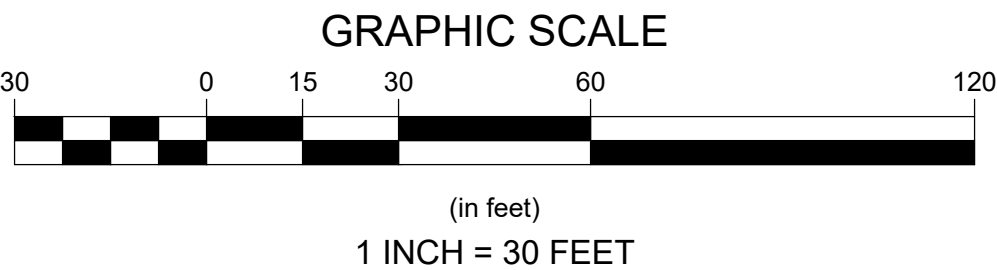
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C-5



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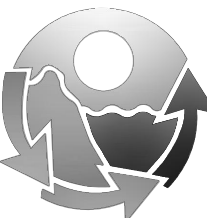




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Revision:

3/2/2021 - Site Plan Review Comments

Architect of Record:



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Checked: JEH

Scale: 1" = 30'

Key Plan:

Project Name:

**ORLEANS CAPE
COD FIVE
ORLEANS, MA
FORMAL SITE
PLAN REVIEW**

Sheet Name:

UTILITY PLAN

Project Number:

20136

Issue Date:

FEBRUARY 10, 2021

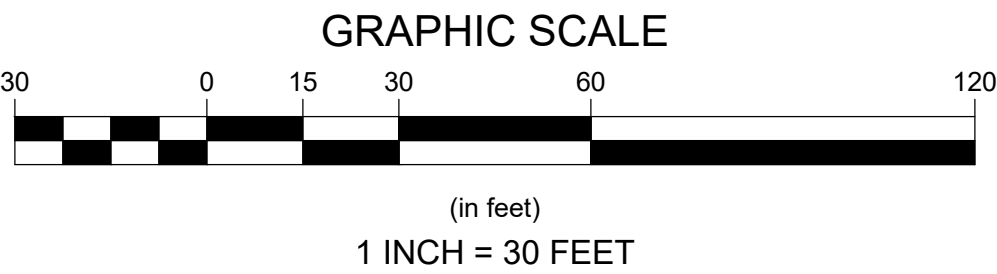
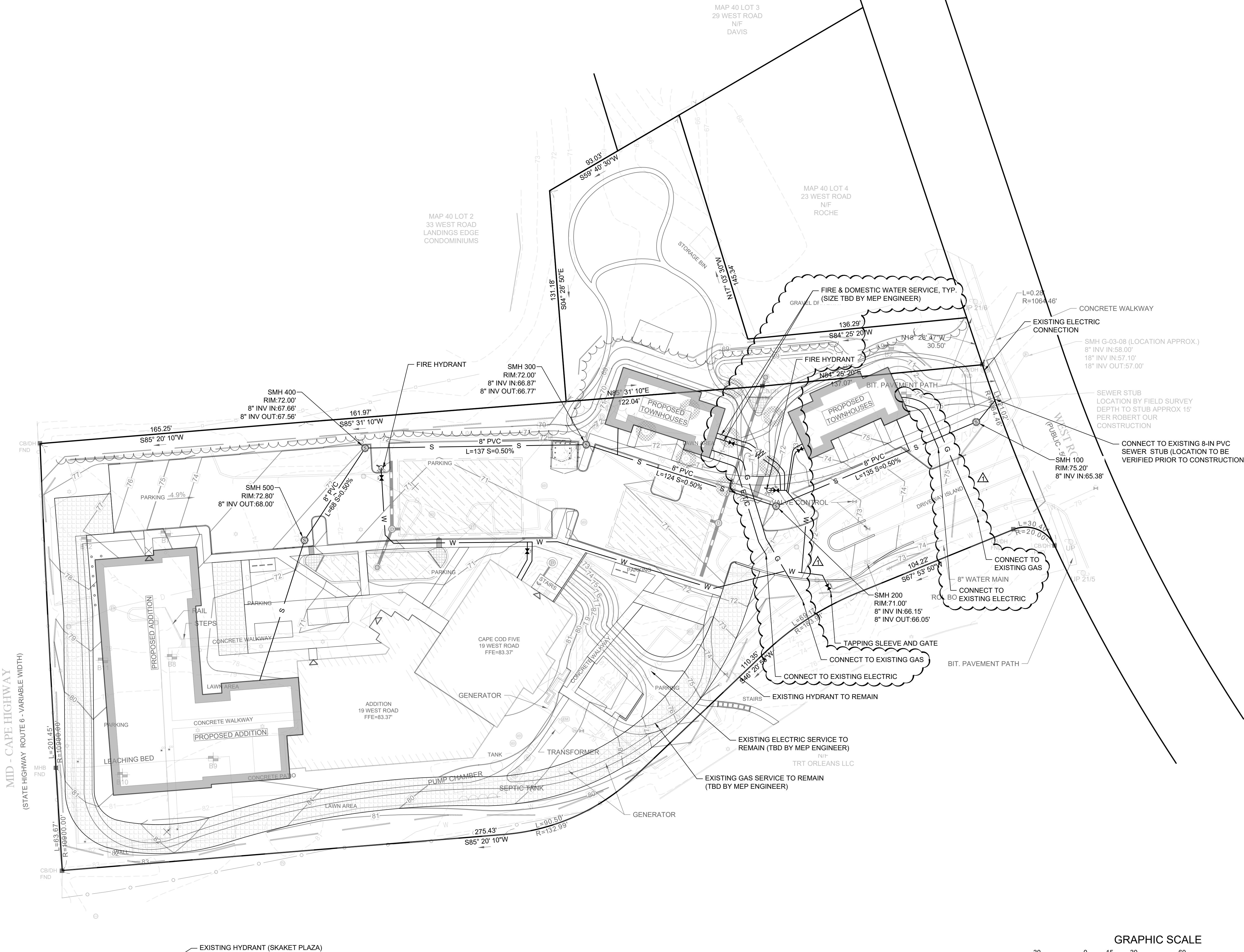
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SITE PLAN NOTES:

- EXISTING CONDITIONS AND PROPERTY LINES SHOWN HEREON ARE FROM THE DRAWING ENTITLED, "SITE PLAN OF LAND IN ORLEANS," PREPARED FOR THE CAPE COD FIVE CENTS SAVINGS BANK, BY SLADE ASSOCIATES, INC., DATED APRIL 11, 2007.
- UTILITY INFORMATION SHOWN HEREON BASED ON SLADE (2007) AND THE DRAWING ENTITLED, "PLAN AND PROFILE SEWER WEST ROAD I," PREPARED FOR THE TOWN OF ORLEANS BY AECOM, DATED JANUARY, 2020.

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CONSTRUCTION**



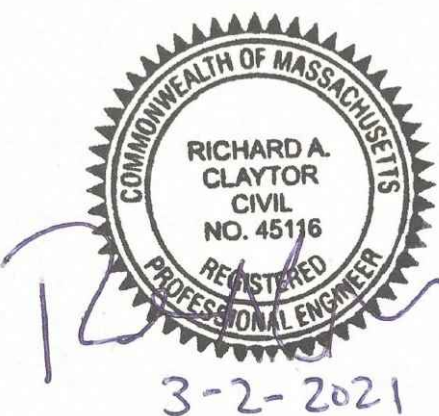
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Key Plan:

Project Name:

ORLEANS CAPE COD FIVE ORLEANS, MA FORMAL SITE PLAN REVIEW

Sheet Name:

CONSTRUCTION DETAILS

Project Number:

20018

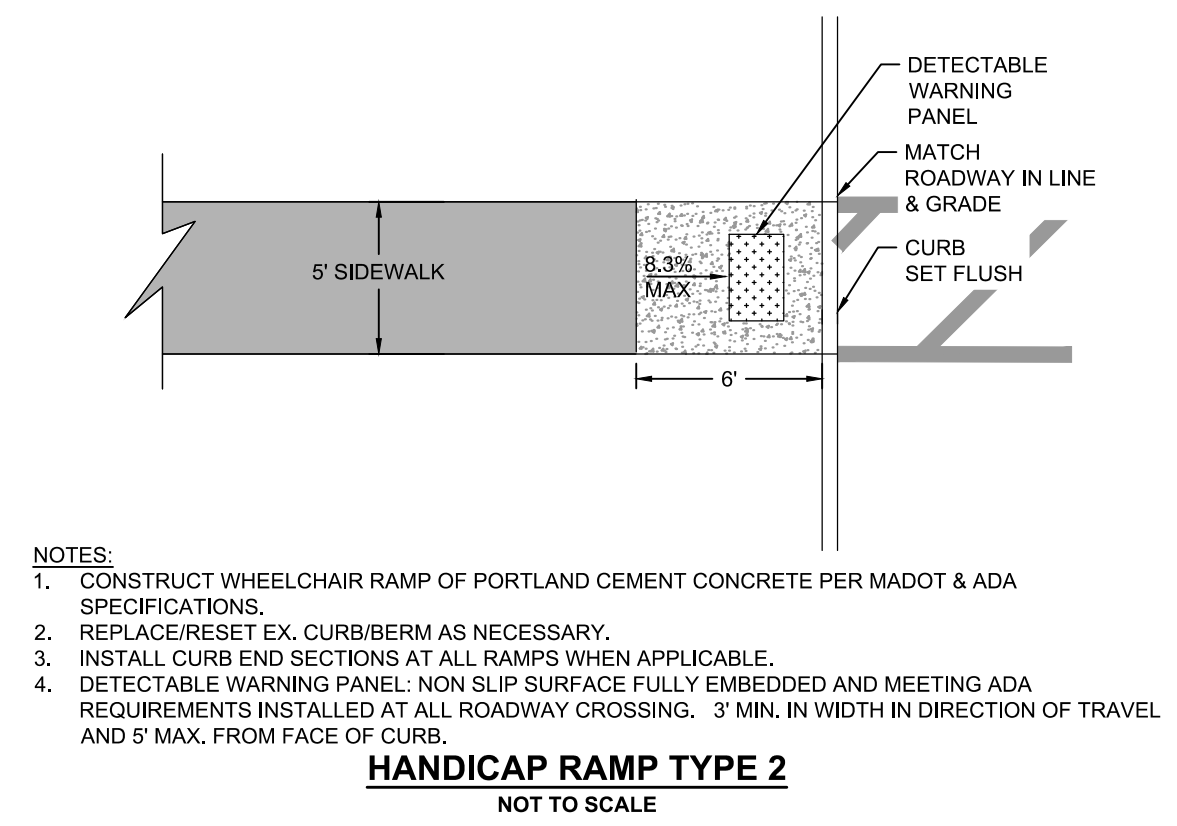
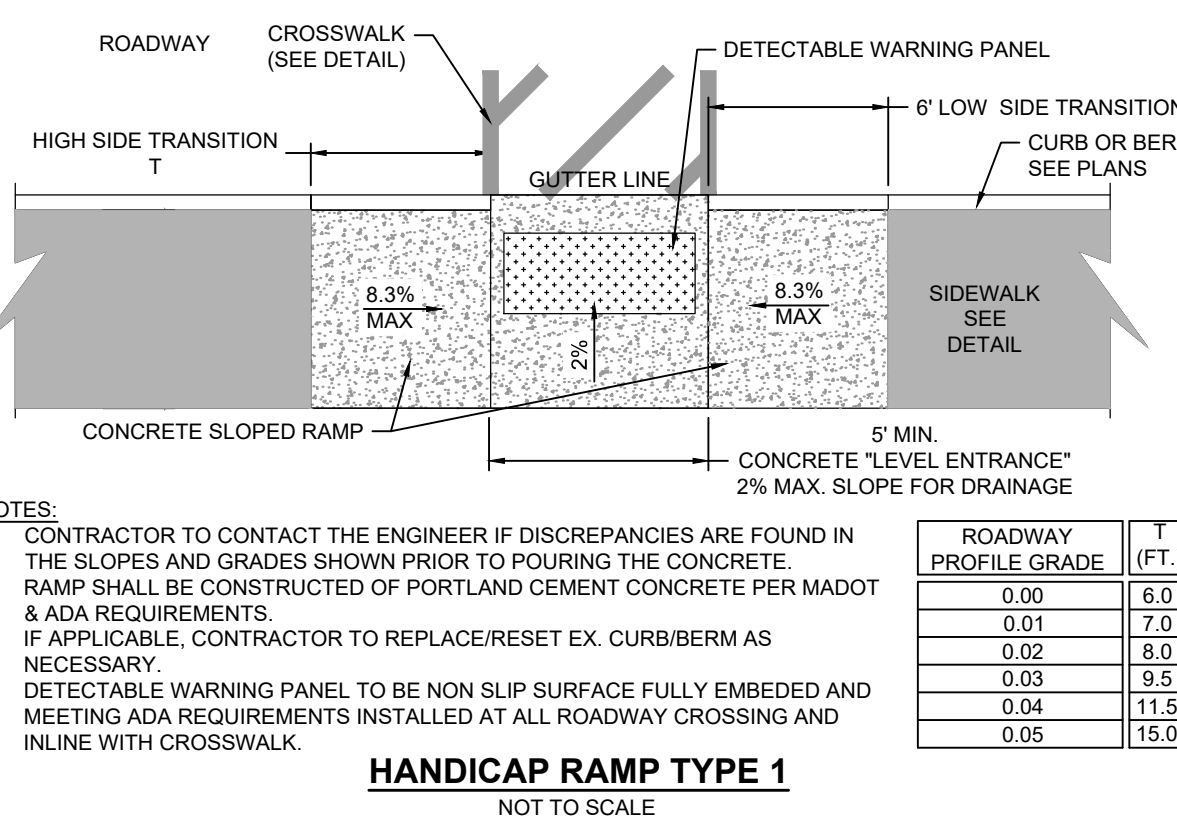
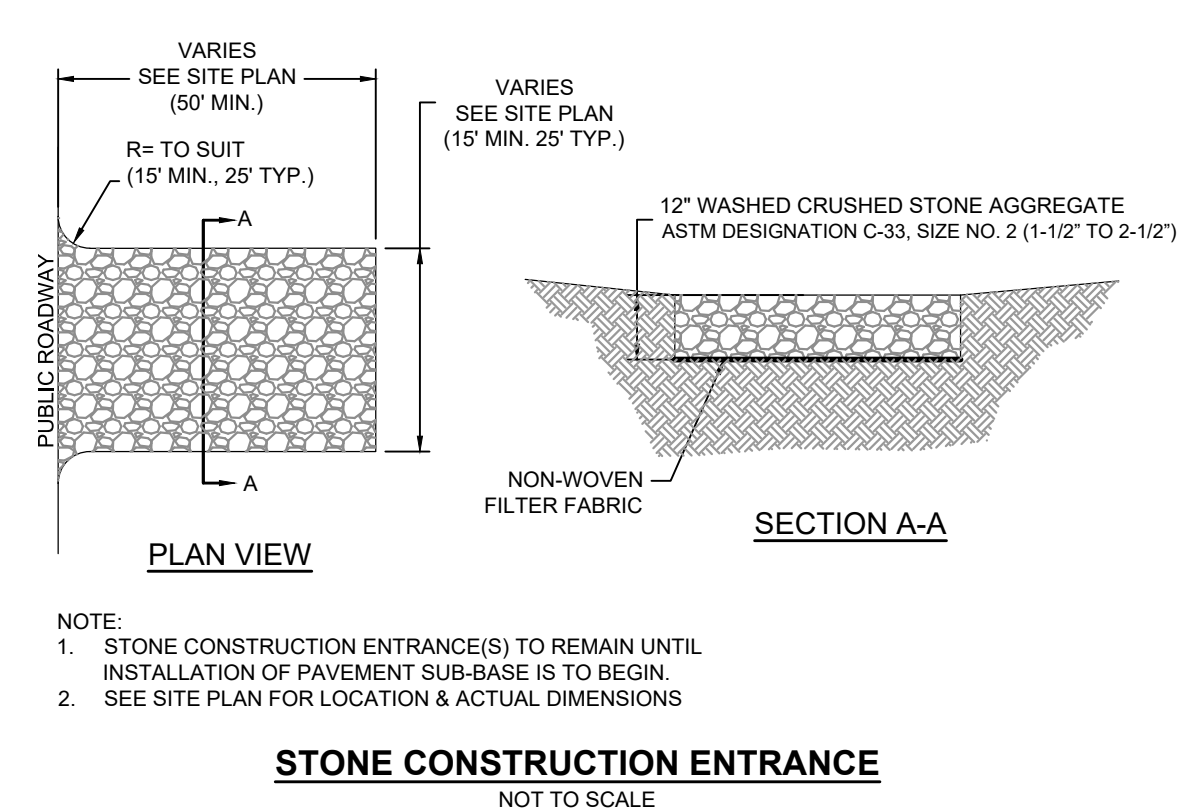
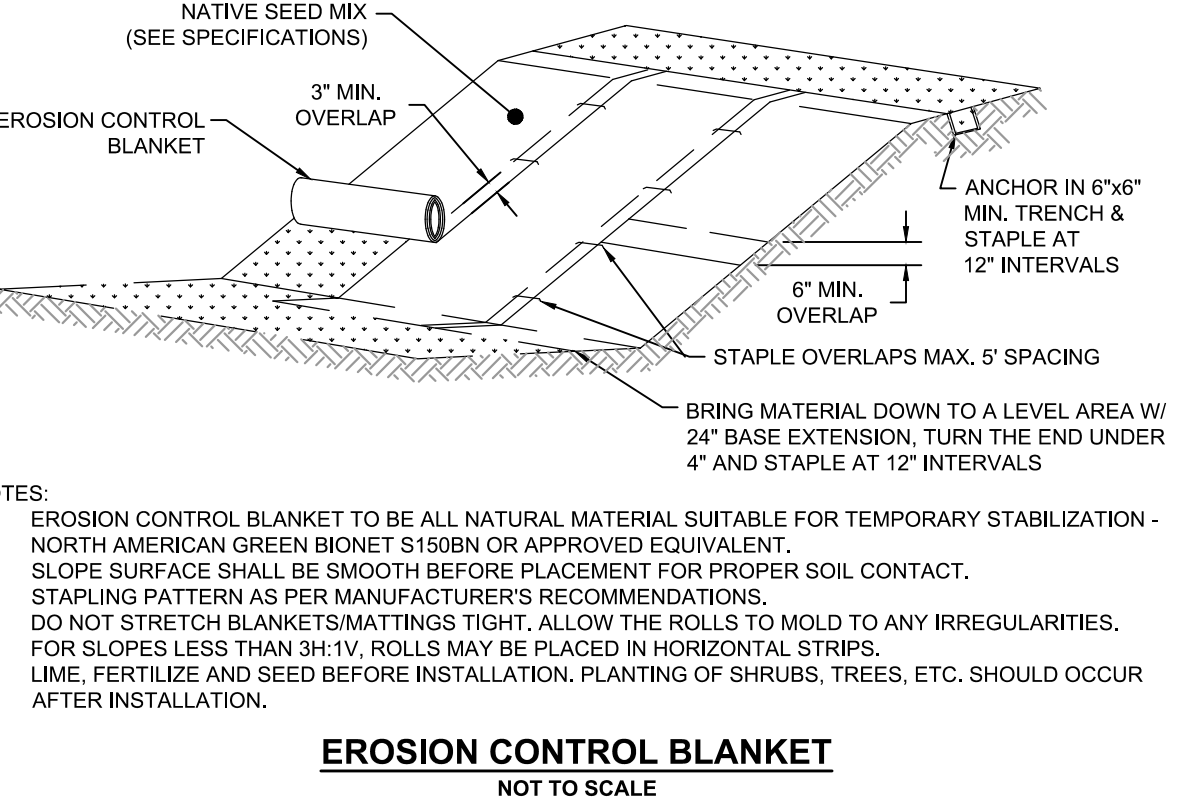
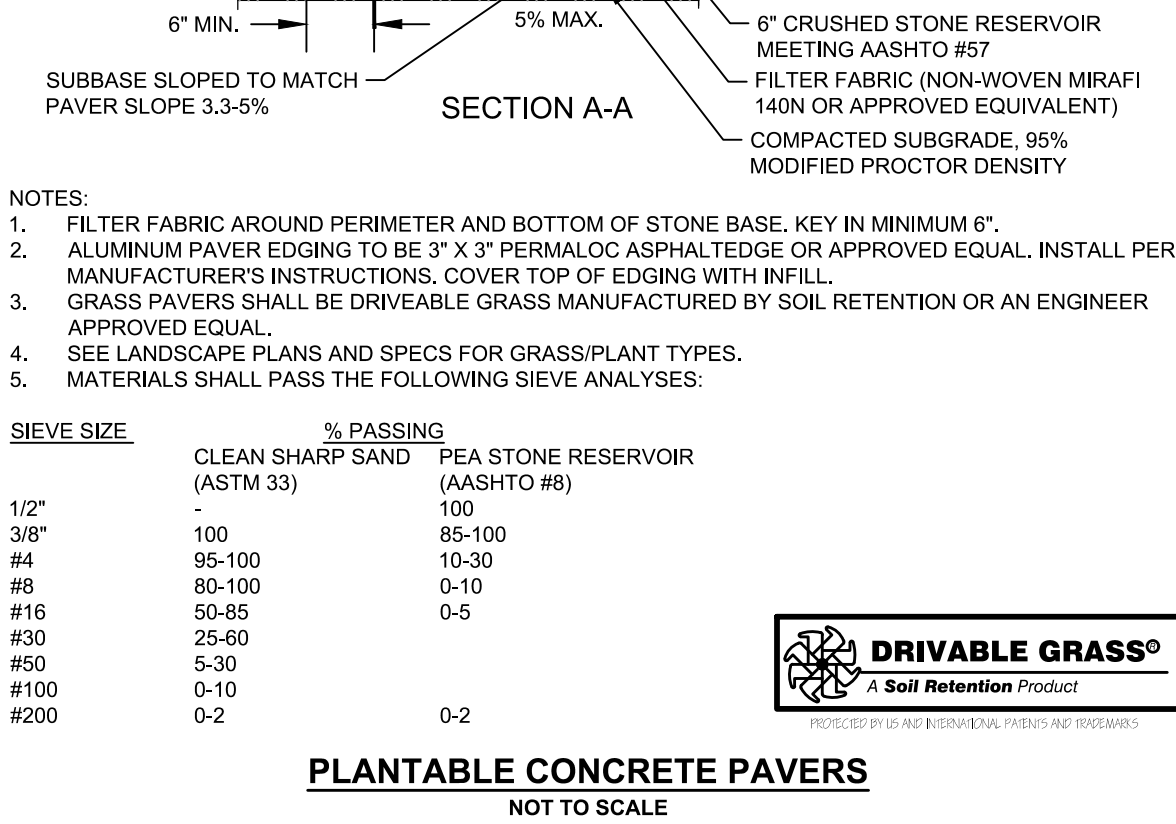
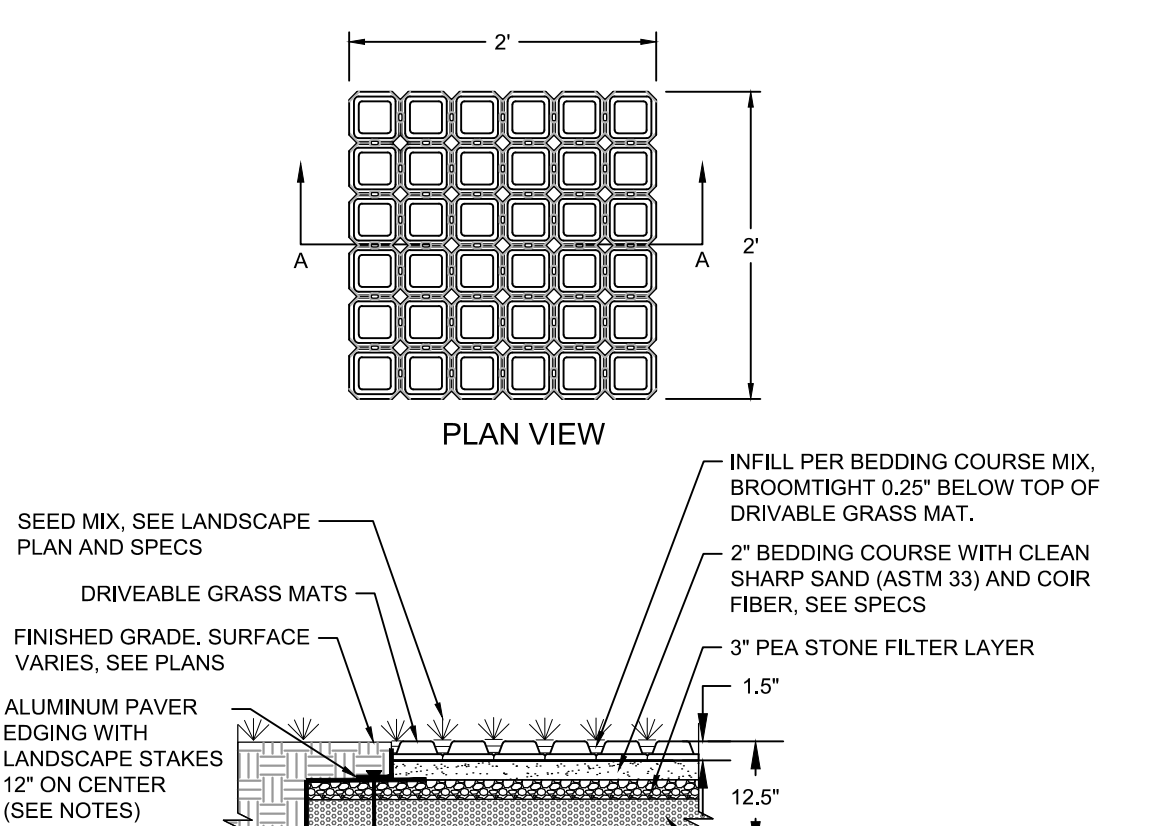
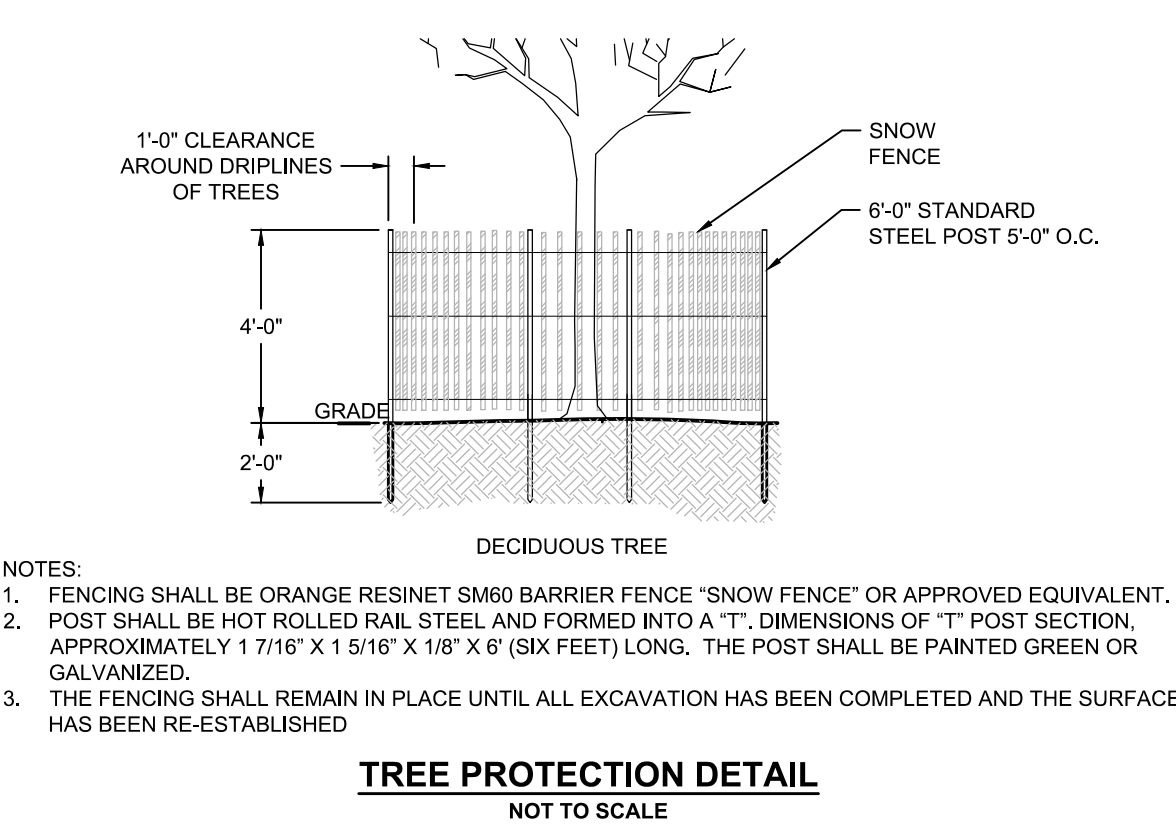
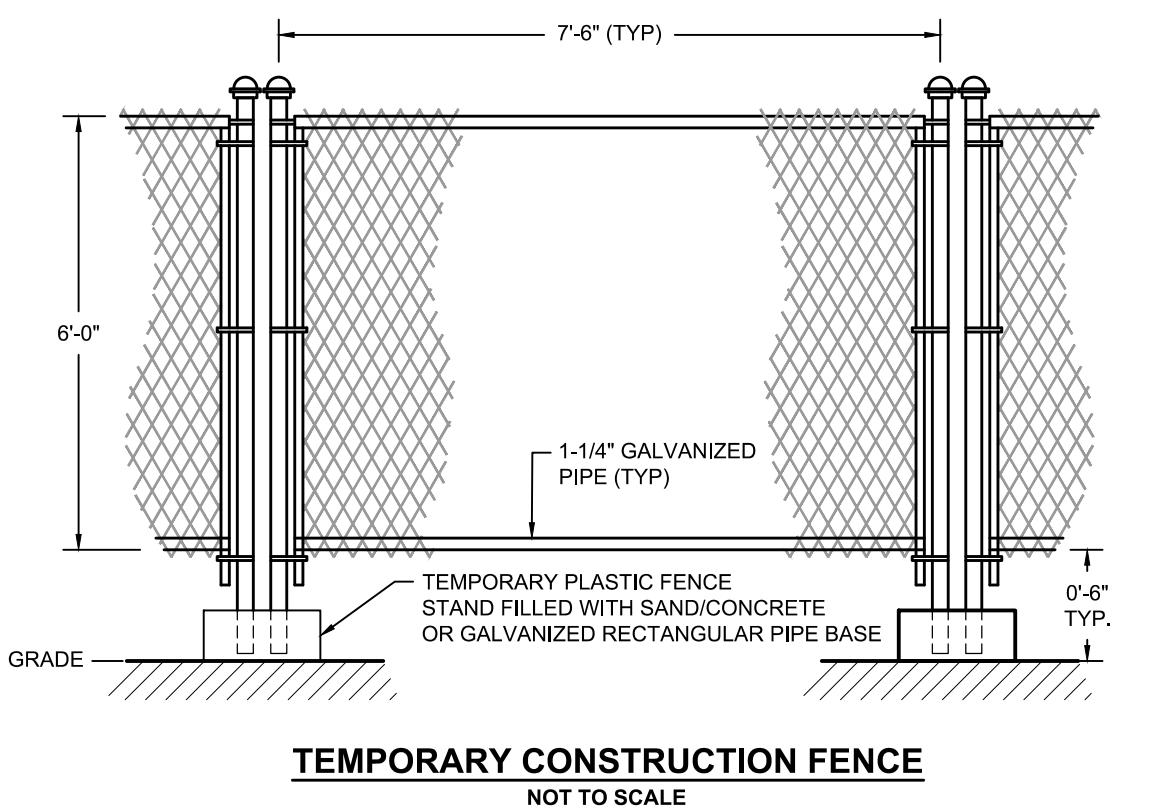
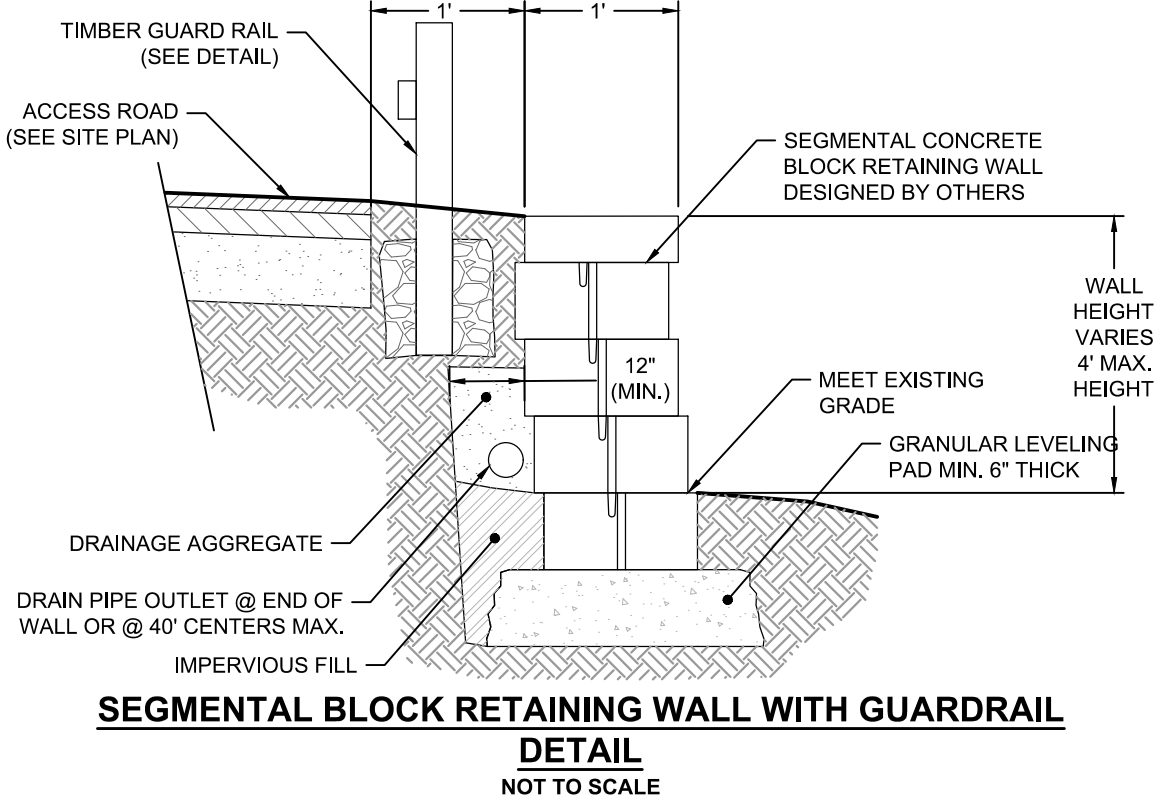
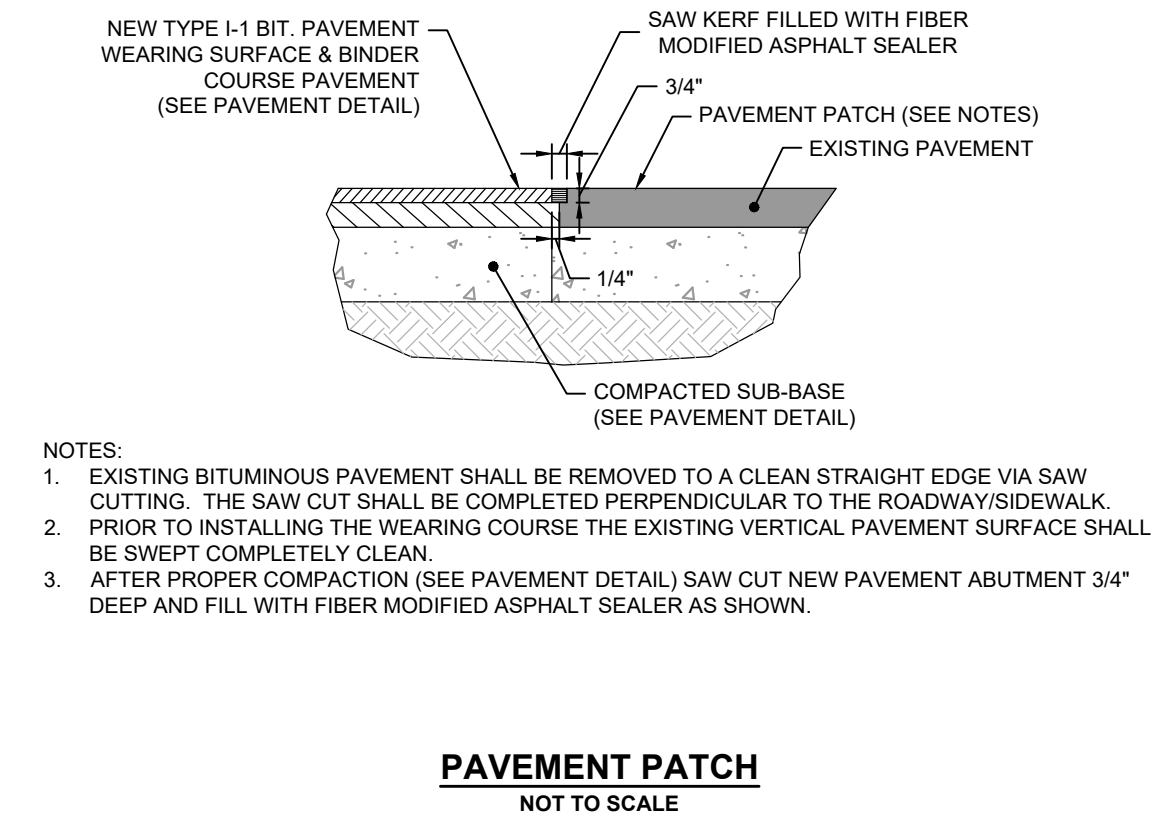
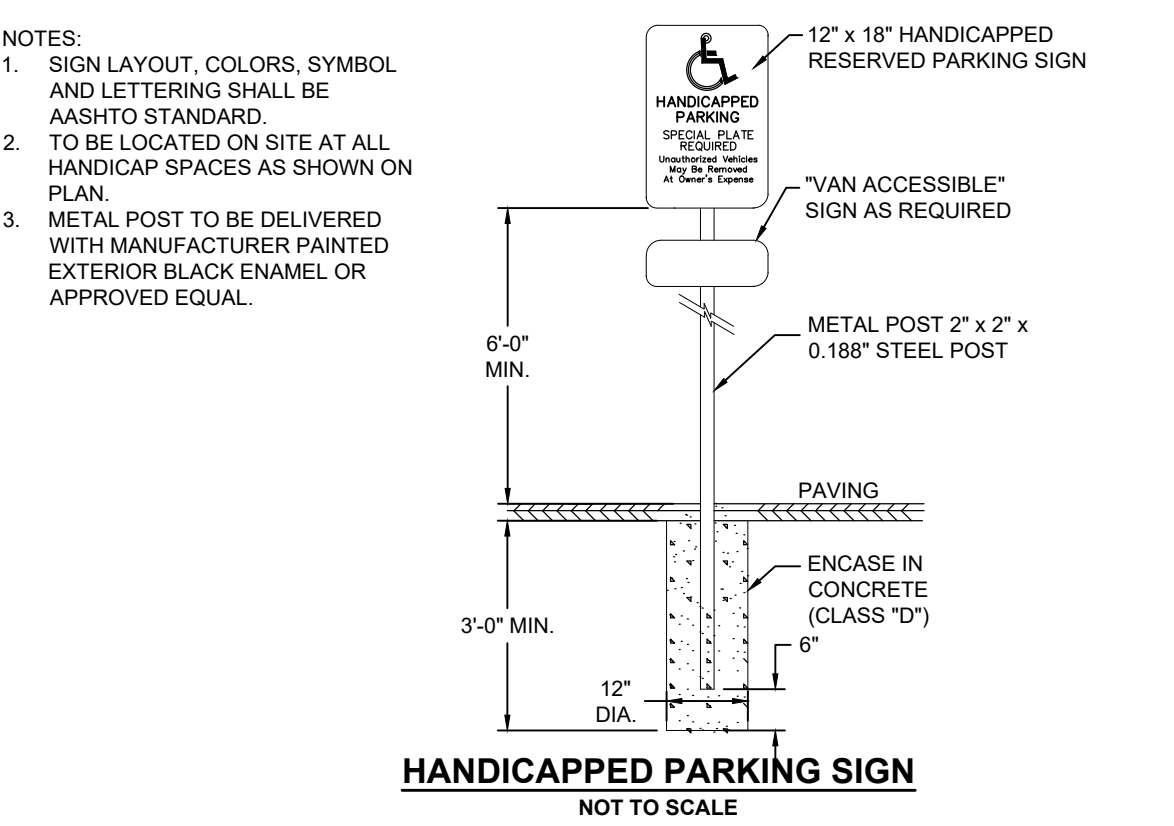
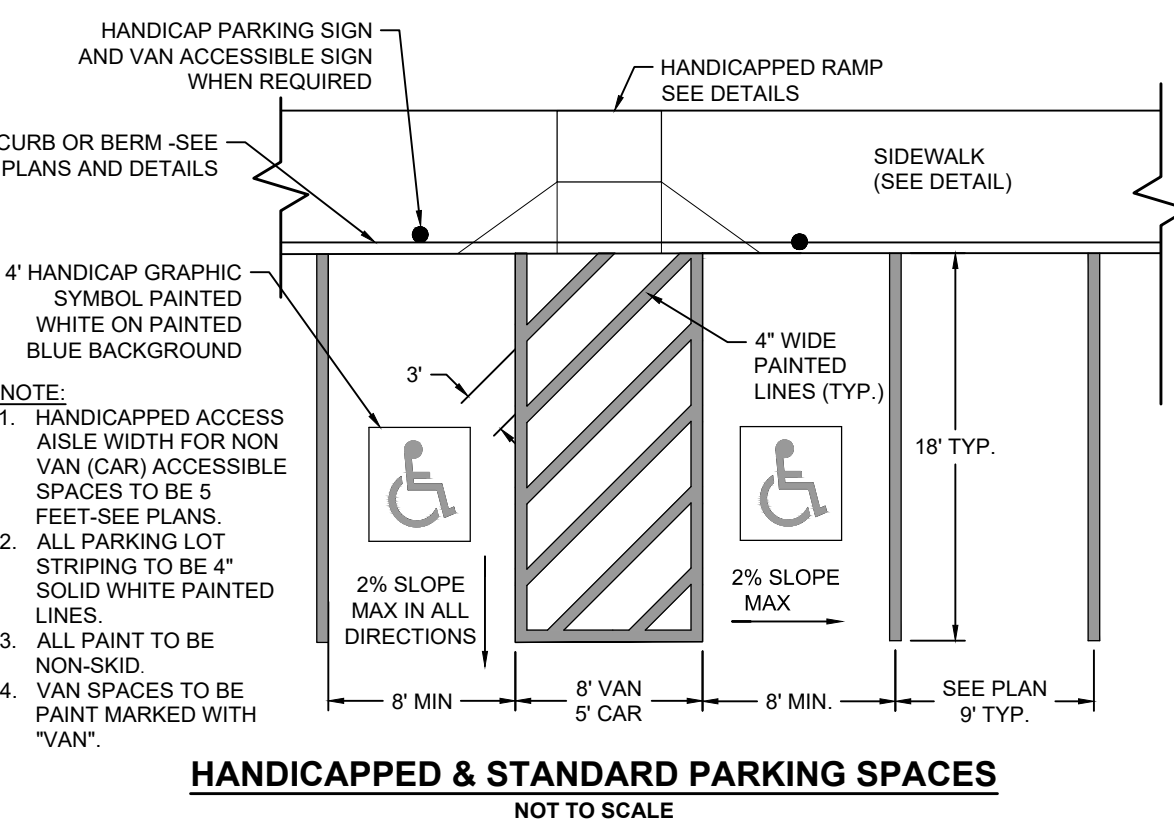
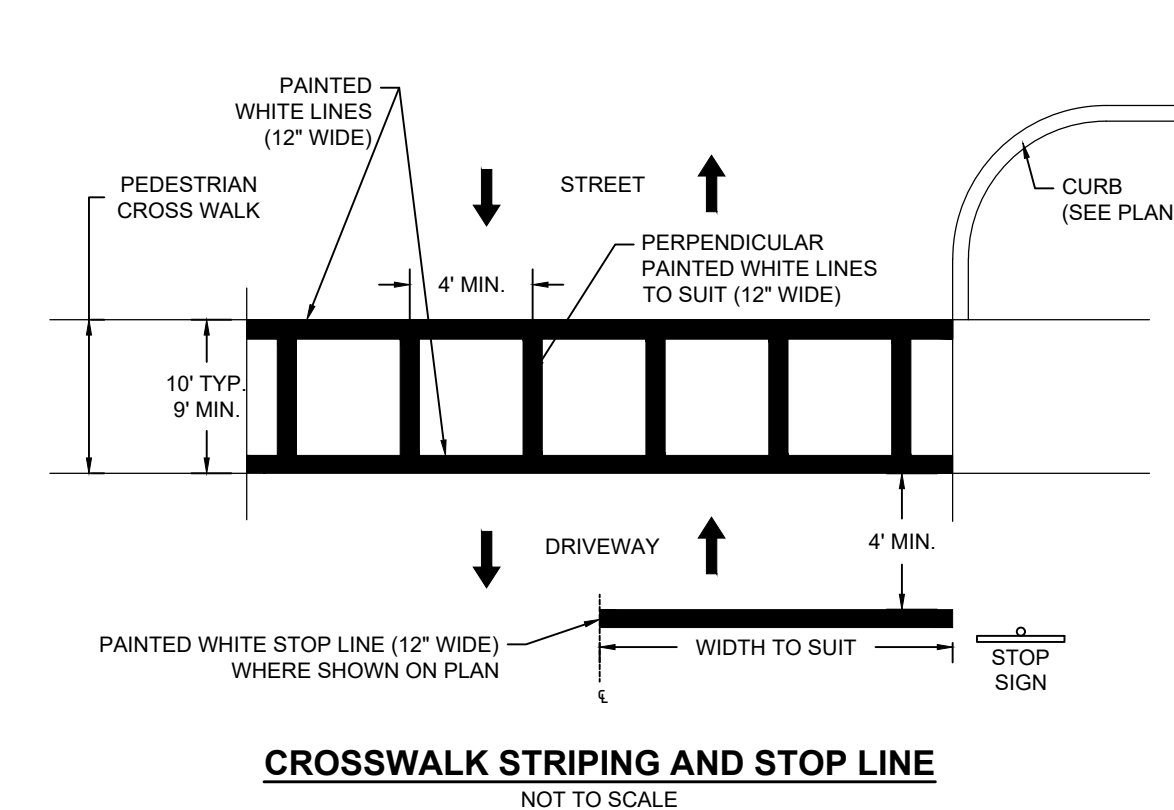
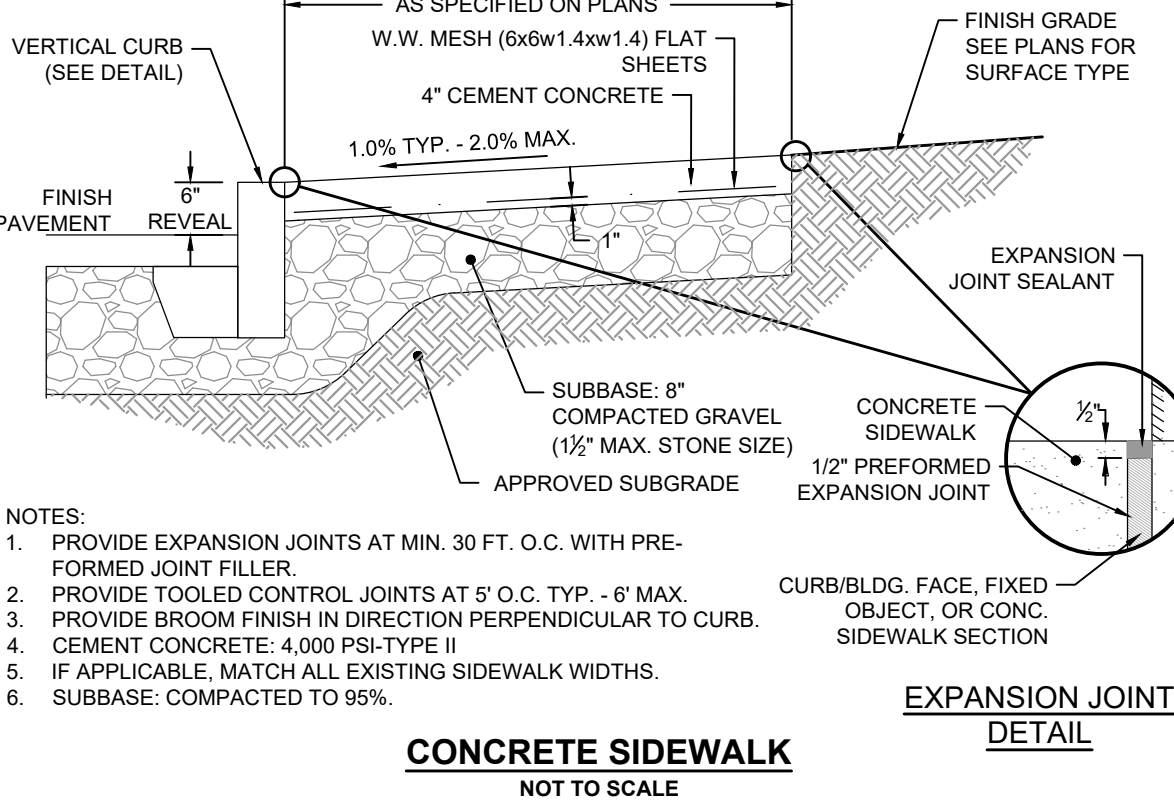
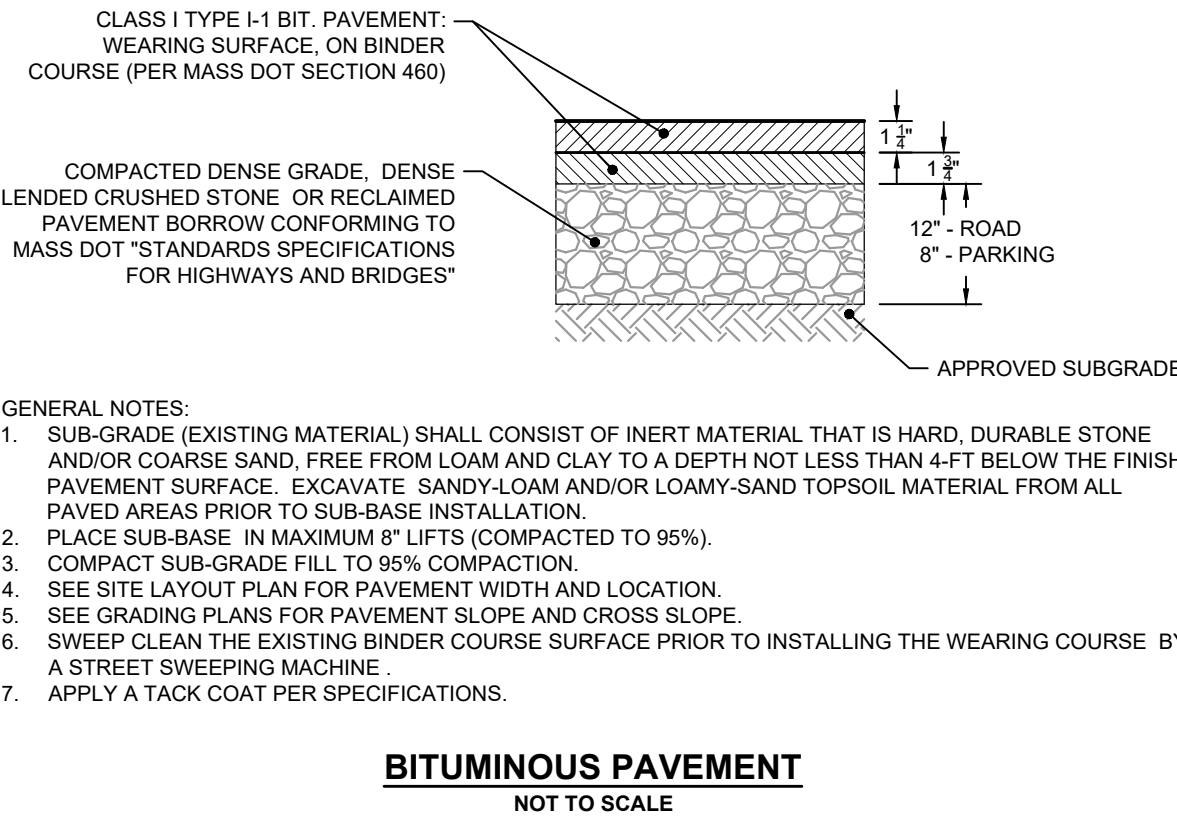
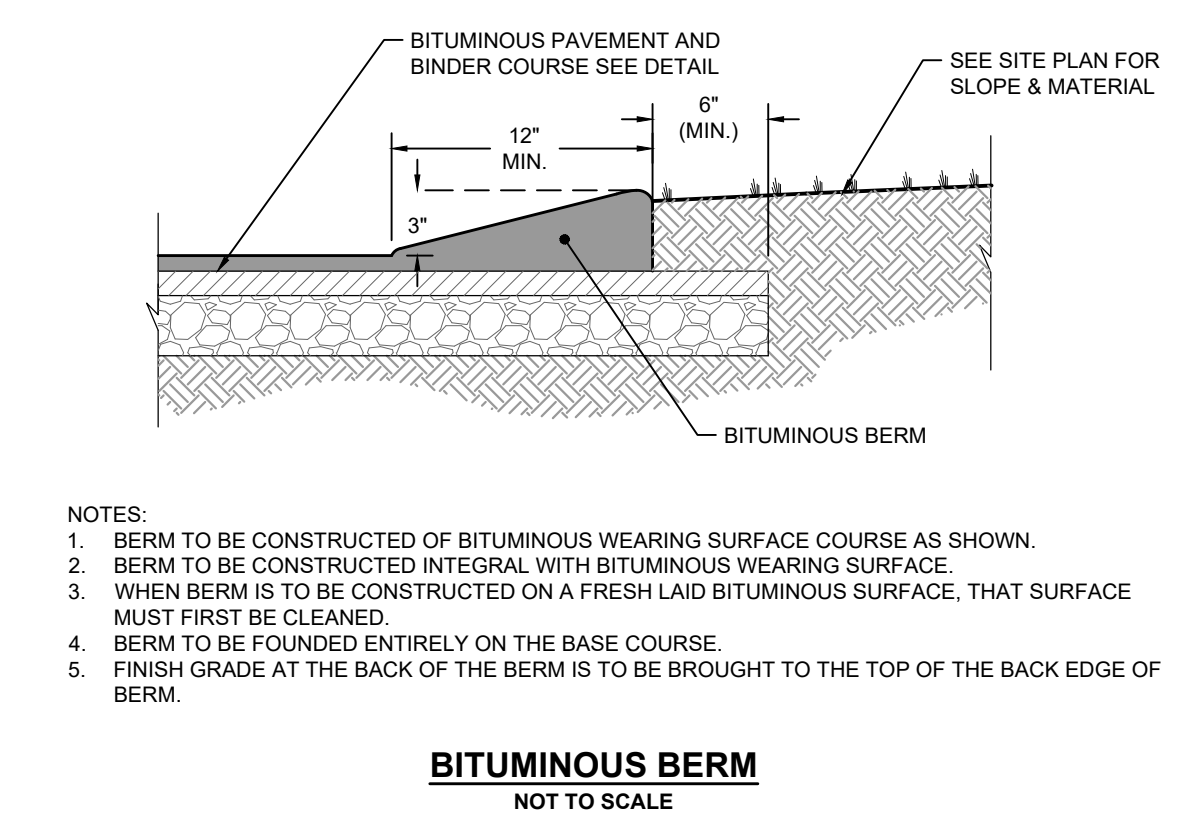
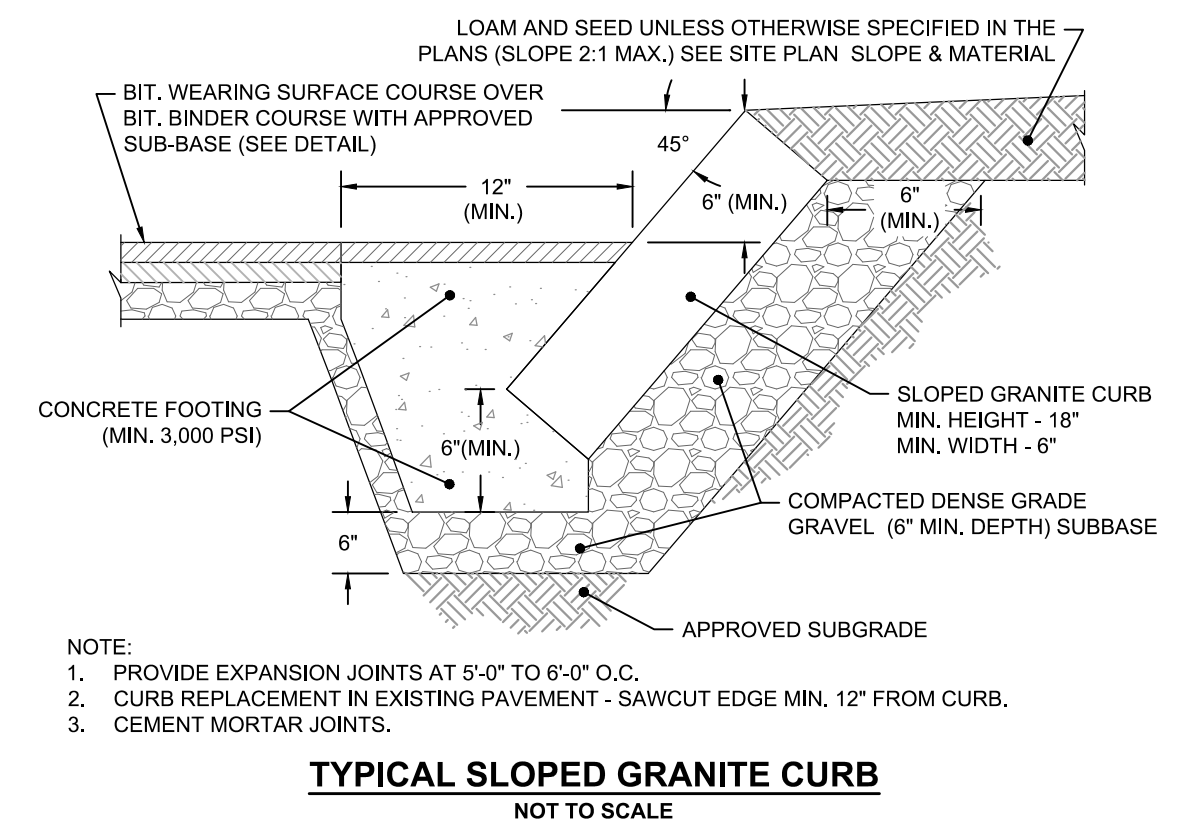
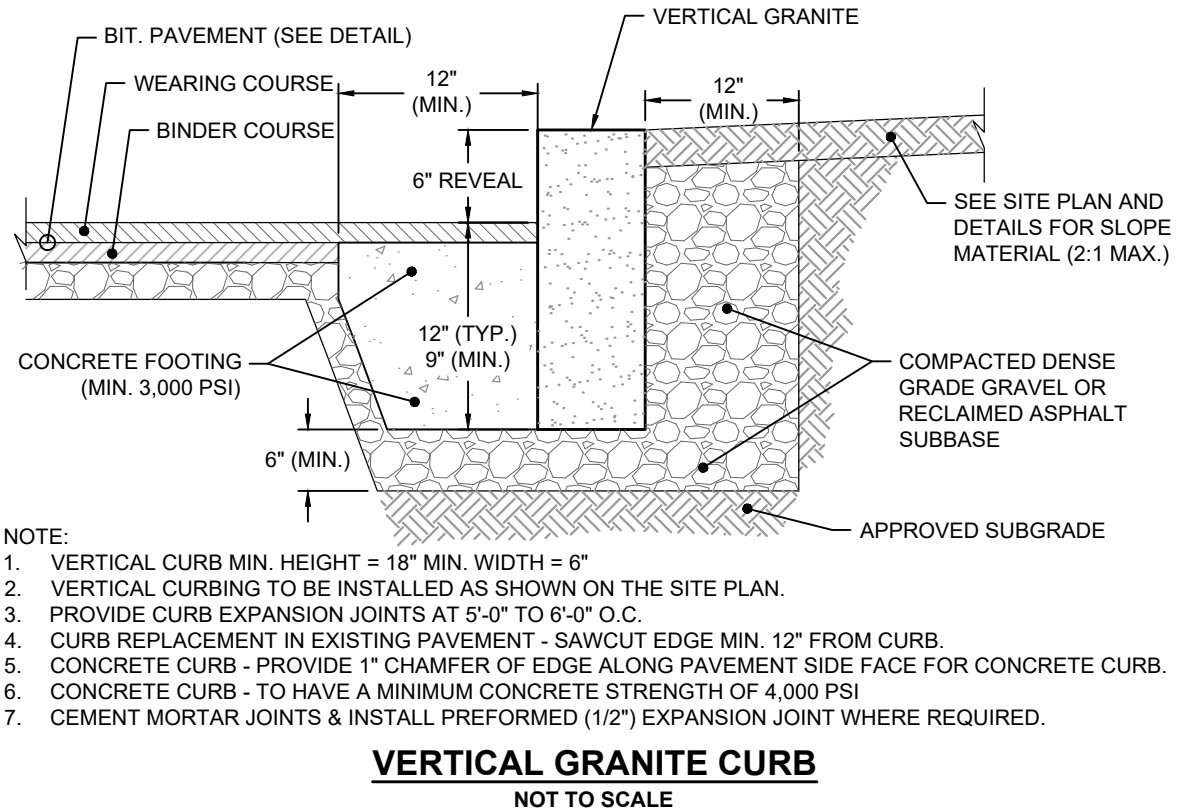
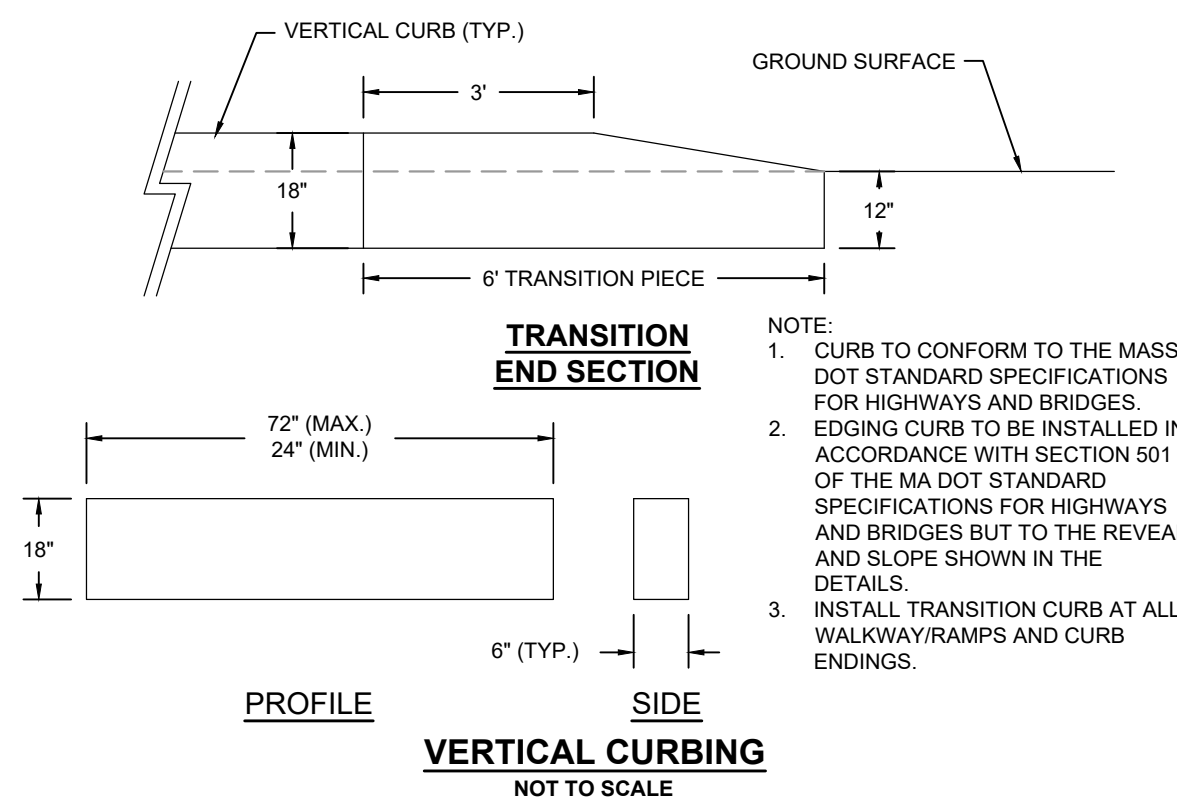
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FEBRUARY 10, 2021

Sheet Number:

C-7

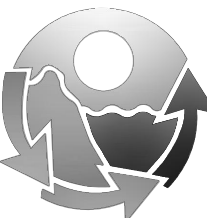
NOT FOR
CONSTRUCTION



NOT FOR
CONSTRUCTION

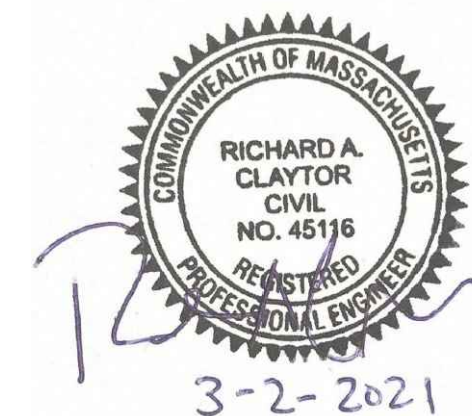
Consultant:

Horsley Witten Group
www.horsleywitten.com
508-833-6600
90 Route 6A
Sandwich, MA



Revision:

Architect of Record:



Drawn: MCL/JLV

Checked: RAC

Scale: 1" = 40'

Key Plan:

Project Name:

ORLEANS CAPE COD FIVE ORLEANS, MA FORMAL SITE PLAN REVIEW

Sheet Name:

STORMWATER DETAILS (1)

Project Number:

20018

Issue Date:

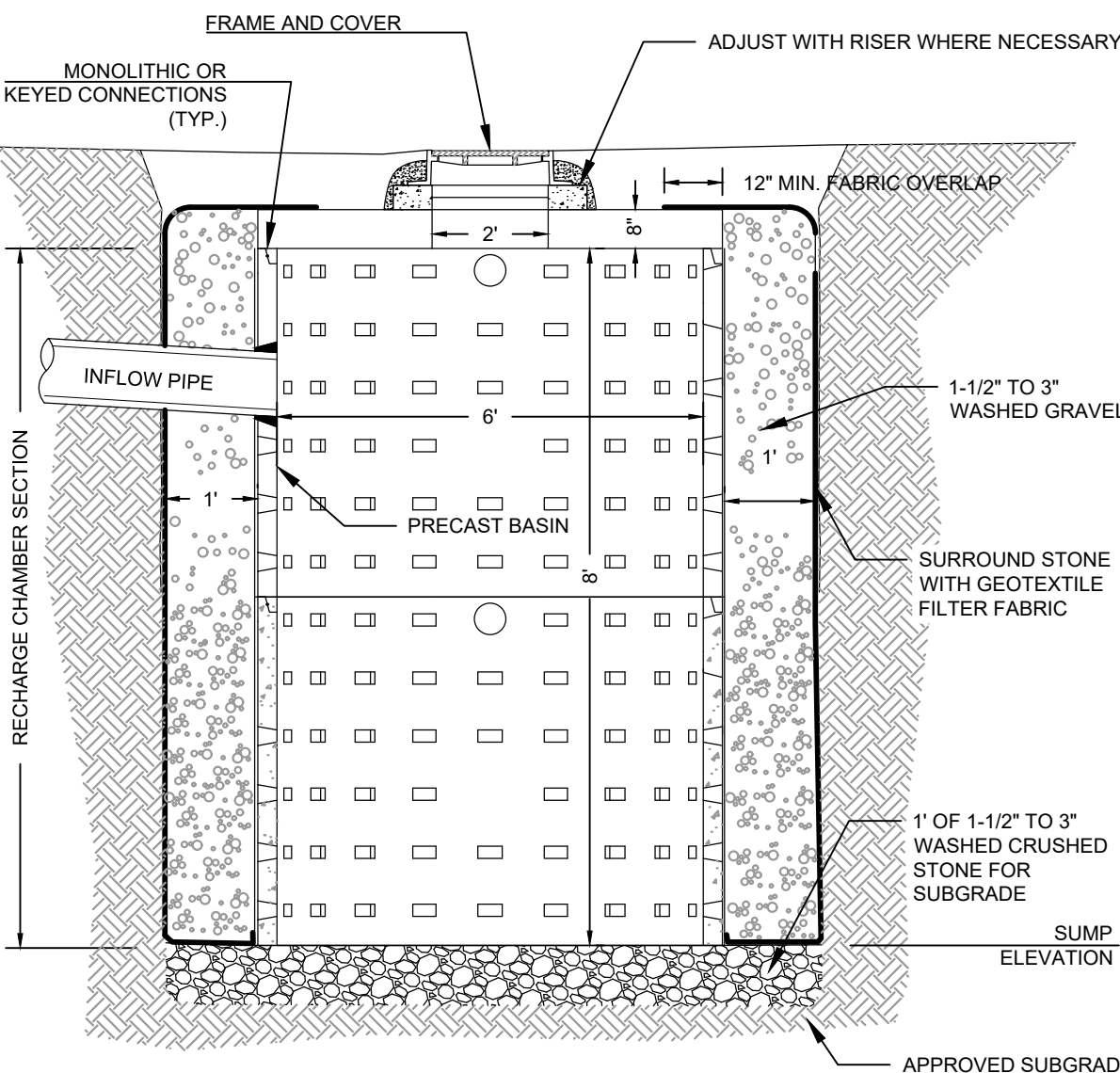
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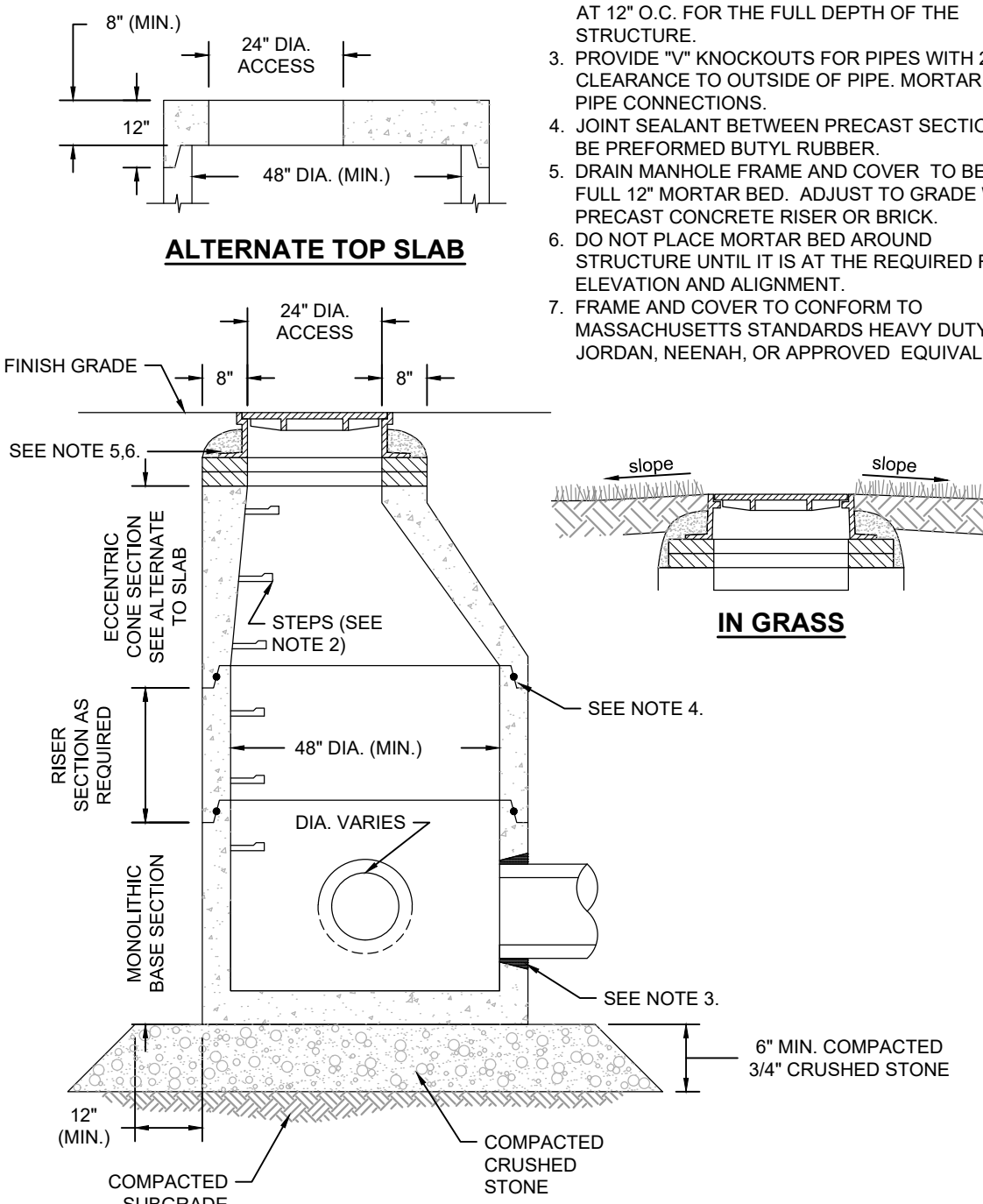
NOT FOR
CONSTRUCTION

- NOTES:
1. ALL SECTIONS TO BE DESIGNED FOR H2O LOADING.
 2. PROVIDE "V" KNOCKOUTS FOR PIPES WITH 2" MAX. CLEARANCE TO OUTSIDE OF PIPE. MORTAR ALL PIPE CONNECTIONS.
 3. RECHARGE BASIN FRAME AND GRATE TO BE SET IN FULL MORTAR BED. ADJUST TO GRADE WITH PRECAST CONCRETE RISER.
 4. FRAME AND COVER SHALL CONFORM TO MASSACHUSETTS STANDARDS (LEBARON FOUNDRY, MODEL LK 110A, OR APPRO. EQUIV.)
 5. GEOTEXTILE FILTER FABRIC TO BE MIRAFI 140N OR EQUIVALENT

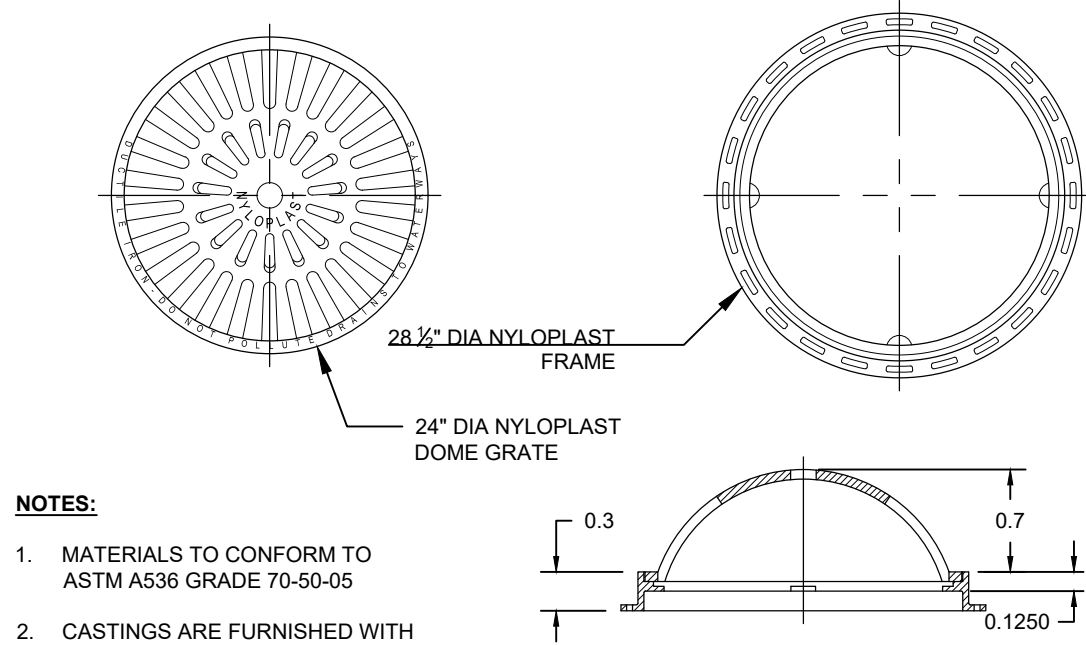


TYPICAL RECHARGE BASIN (RB) DETAIL
NOT TO SCALE

- NOTES:
1. ALL SECTIONS TO BE DESIGNED FOR H-20 LOADING.
 2. COPOLYMER MANHOLE STEPS TO BE INSTALLED AT 12" O.C. FOR THE FULL DEPTH OF THE STRUCTURE.
 3. PROVIDE "V" KNOCKOUTS FOR PIPES WITH 2" MAX. CLEARANCE TO OUTSIDE OF PIPE. MORTAR ALL PIPE CONNECTIONS.
 4. JOINT SEALANT BETWEEN PRECAST SECTIONS TO BE PREFORMED BUTYL RUBBER.
 5. DRAIN MANHOLE FRAME AND COVER TO BE SET IN FULL 12" MORTAR BED. ADJUST TO GRADE WITH PRECAST CONCRETE RISER OR BRICK.
 6. DO NOT PLACE MORTAR BED AROUND STRUCTURE UNTIL IT IS AT THE REQUIRED FINISH ELEVATION AND ALIGNMENT.
 7. FRAME AND COVER TO CONFORM TO MASSACHUSETTS STANDARDS HEAVY DUTY (EAST JORDAN, NEENAH, OR APPROVED EQUIVALENT).



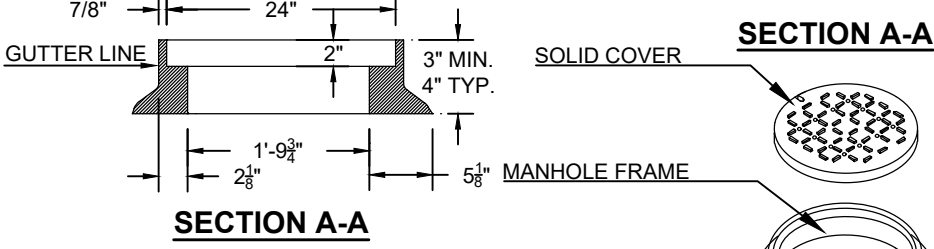
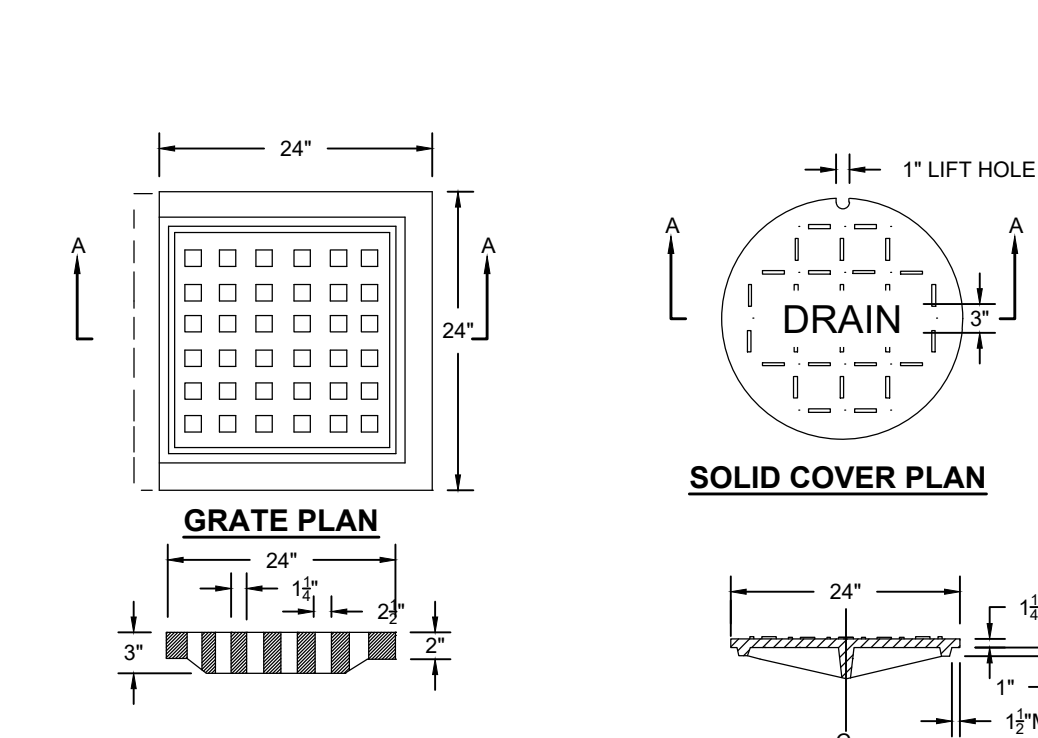
PRECAST DRAIN MANHOLE (DMH)
NOT TO SCALE



NOTES:

1. MATERIALS TO CONFORM TO ASTM A536 GRADE 70-50-05
2. CASTINGS ARE FURNISHED WITH A BLACK PAINT

DOVE FRAME AND GRATE DETAIL
NOT TO SCALE



- NOTES:
1. FRAME AND COVER TO CONFORM TO MASSACHUSETTS STANDARDS HEAVY DUTY (EAST JORDAN, NEENAH, OR APPROVED EQUIVALENT)
 2. ALL H2O LOADING
 3. MIN. FRAME WEIGHT: 4" FLANGE 255 LBS 3" FLANGE 205 LBS
 4. MATERIAL-CAST IRON
 5. MIN. GRATE WEIGHT: 200LBS.
 6. SEE CATCHBASIN AND MANHOLE DETAILS FOR INSTALLATION.

DRAINAGE STRUCTURE FRAME AND COVER/GRATE
NOT TO SCALE

NOTES:

1. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR TO EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH A FOUNDATION OF CLASS I OR II MATERIAL AS DEFINED IN ASTM D2321. "STANDARD PRACTICE FOR INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY-FLOW APPLICATIONS," LATEST EDITION; AS AN ALTERNATIVE AND AT THE DISCRETION OF THE ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A WOVEN GEOTEXTILE FABRIC.

2. BEDDING, HAUNCHING AND INITIAL BACKFILL: SUITABLE MATERIAL TO CONSIST OF CLEAN, HARD, PARTICLES OF GRAVEL MEETING THE FOLLOWING:

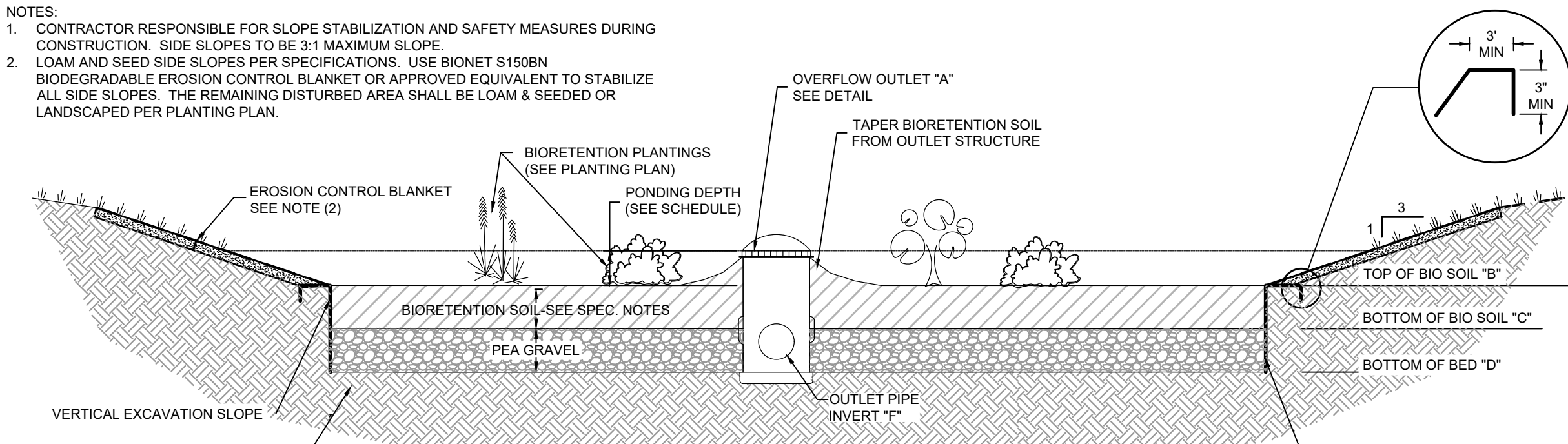
SIEVE SIZE	% PASSING
3/8"	85-95
NO. 4	5-15
NO. 8	0-2

3. MINIMUM TRENCH WIDTHS TO BE AS FOLLOWS:

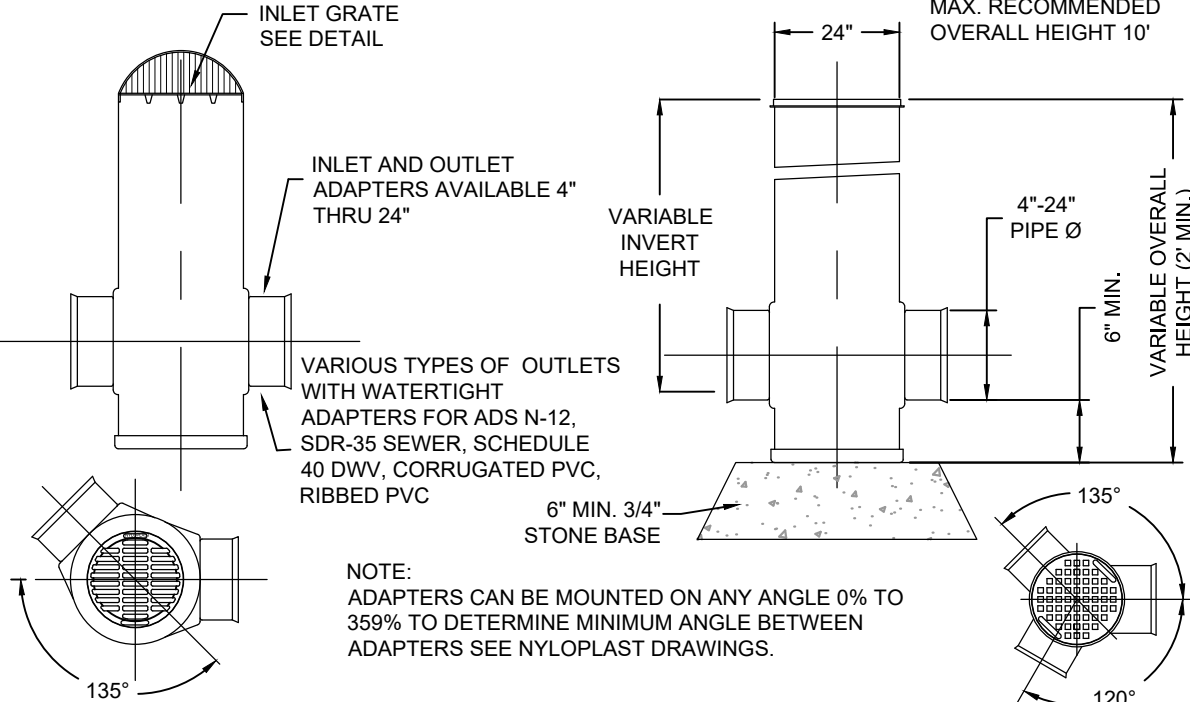
NOMINAL TRENCH WIDTH, in (mm)	MIN. RECOMMENDED TRENCH WIDTH, in (mm)
8 (203)	25 (635)
10 (254)	28 (711)
12 (305)	31 (787)
15 (375)	34 (863)
18 (457)	39 (991)

4. MINIMUM COVER: MINIMUM RECOMMENDED DEPTHS OF COVER FOR VARIOUS LIVE LOADING CONDITIONS ARE SUMMARIZED IN THE FOLLOWING TABLE. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TAKEN FROM THE TOP OF PIPE TO THE GROUND SURFACE.

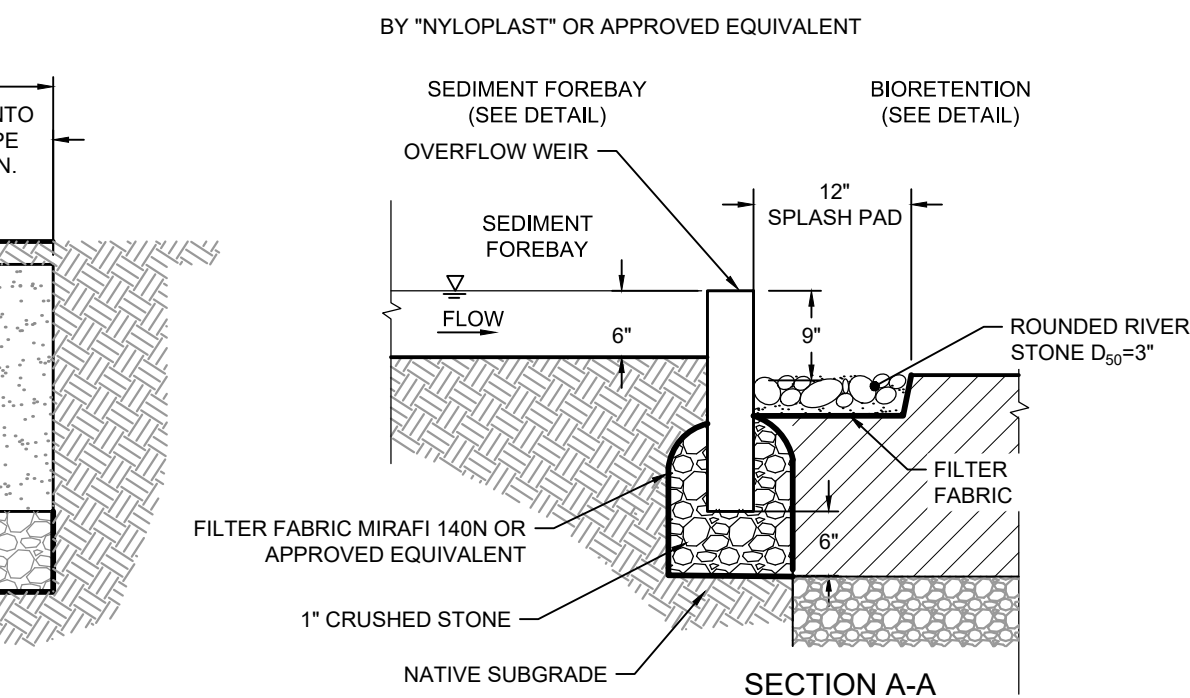
HDPE DRAINAGE PIPE TRENCH
NOT TO SCALE



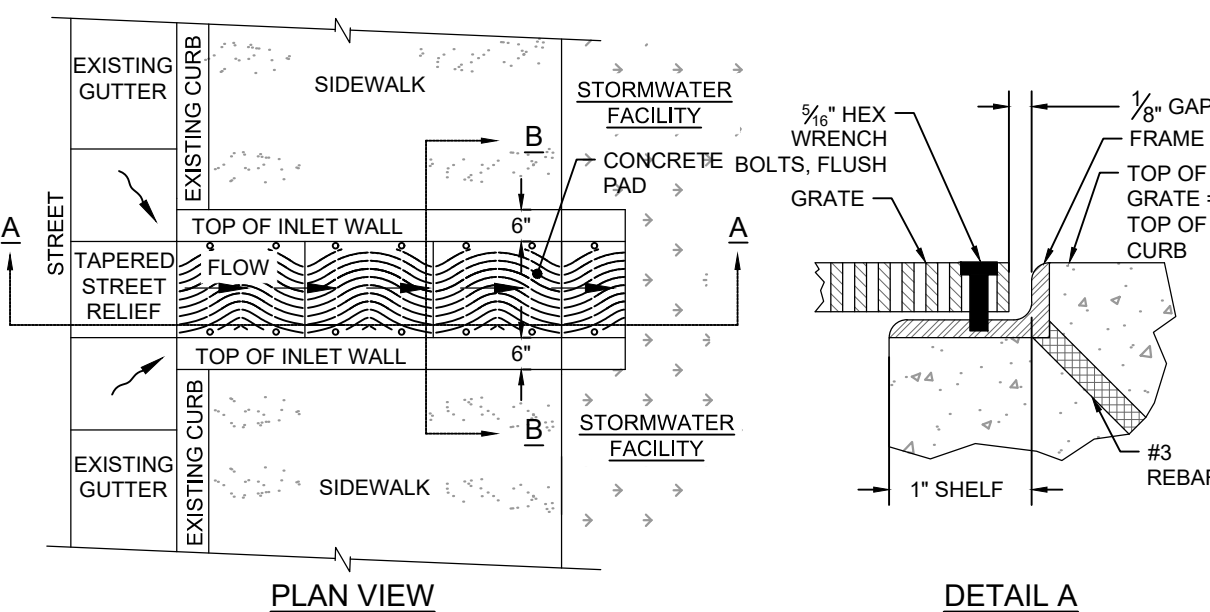
BIORETENTION
NOT TO SCALE



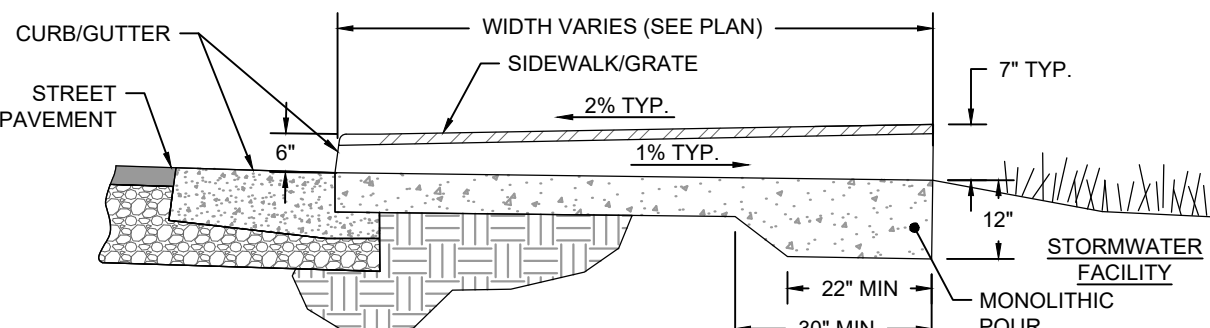
BIORETENTION OUTLET/RAIN BASIN
NOT TO SCALE



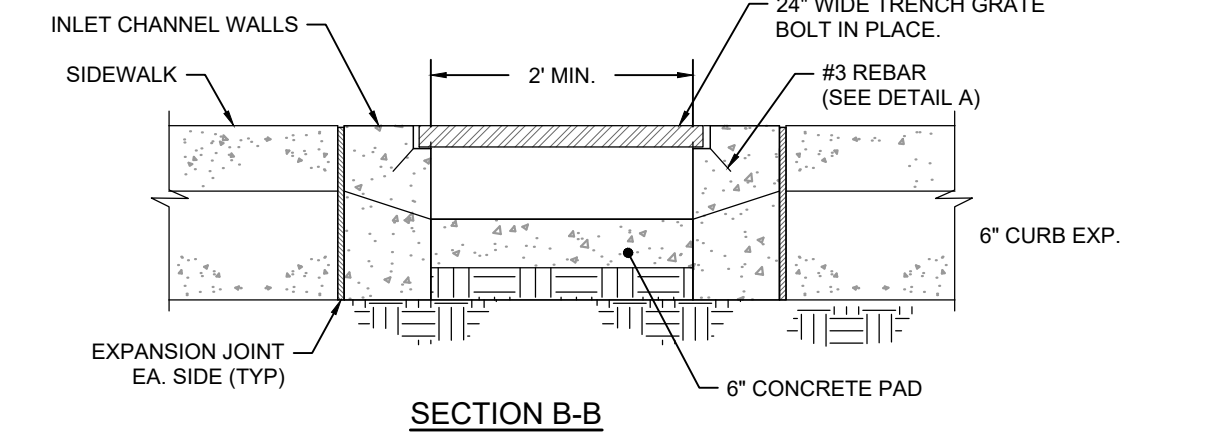
SEDIMENT FOREBAY CHECKDAM
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PLAN VIEW



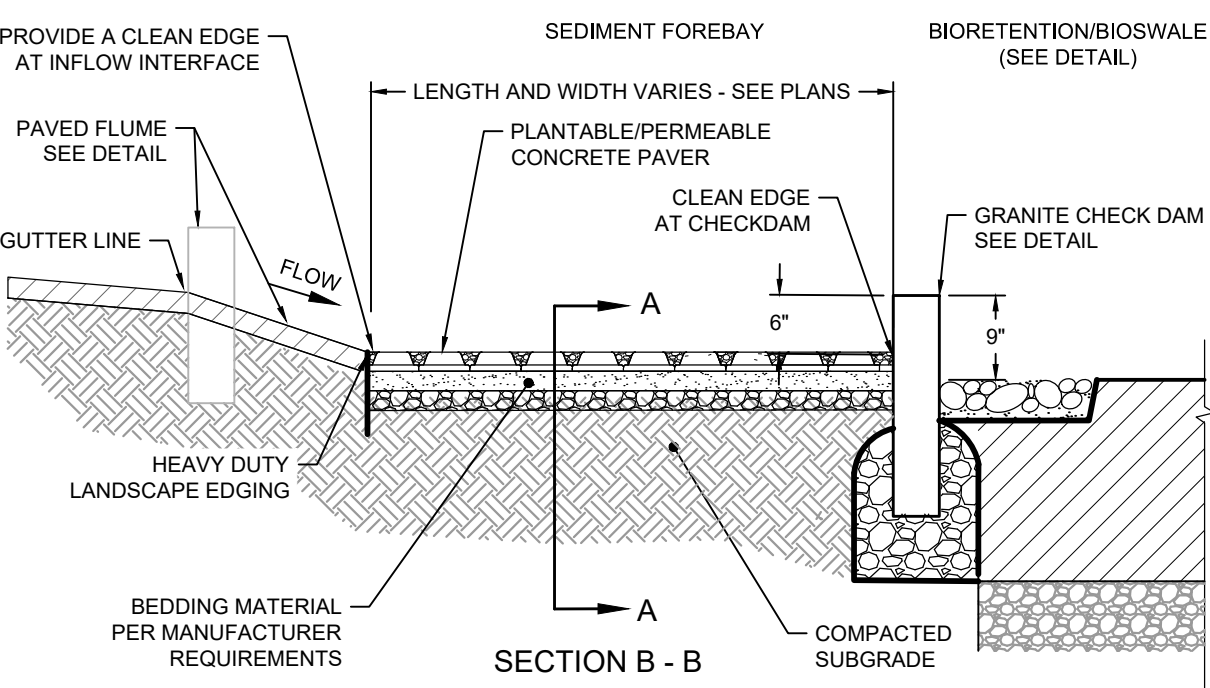
SECTION A-A



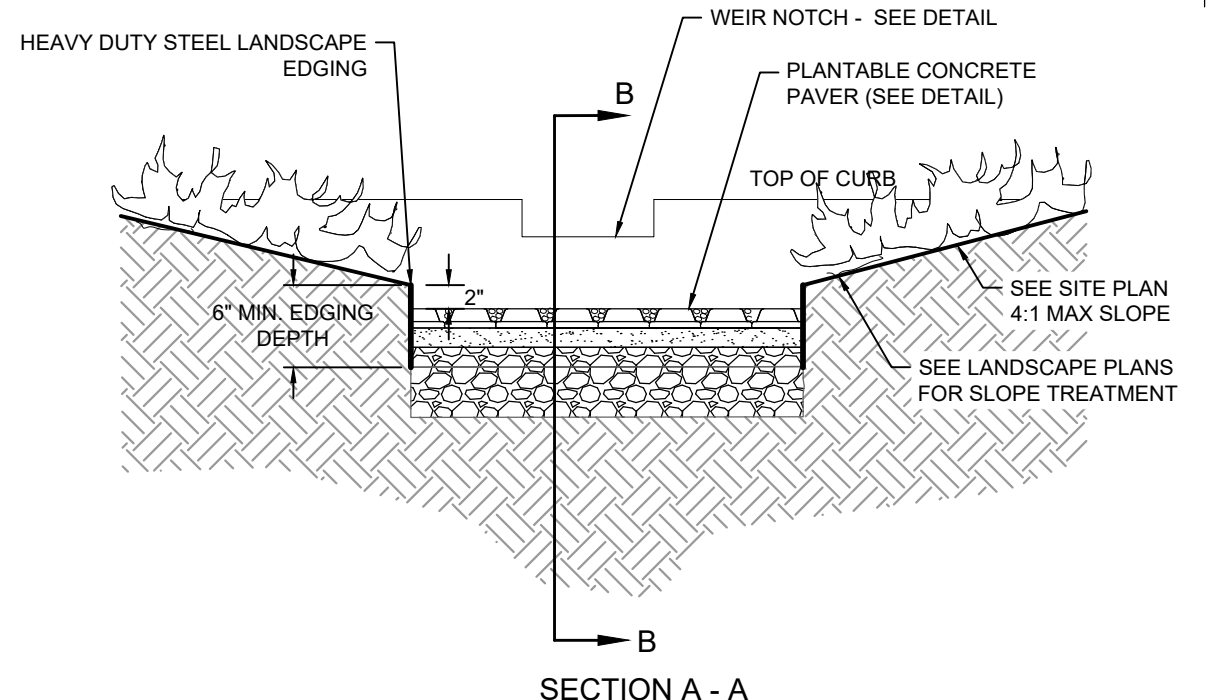
SECTION B-B

- NOTES:
1. TRENCH GRATE TO BE TITLE WAVE MODEL BY URBAN ACCESSORIES OR EQUAL.

CURB INLET WITH GRATE DETAIL
NOT TO SCALE



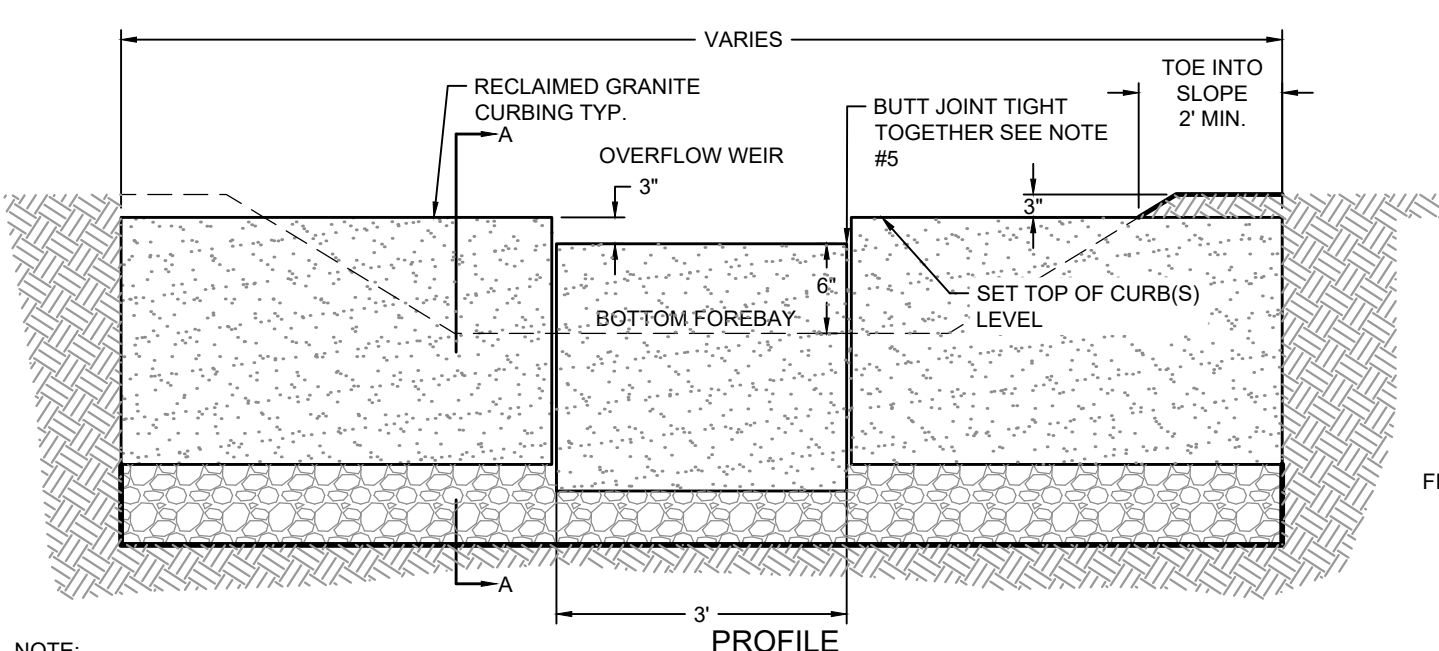
SECTION B - B



SECTION A - A

- NOTES:
1. SEE SPECIFICATIONS FOR PLANTABLE/PERMEABLE PAVER REQUIREMENTS.
 2. INSTALL PLANTABLE/PERMEABLE PAVER SYSTEM PER MANUFACTURERS REQUIREMENTS.
 3. SHAPE FOREBAY AS REQUIRED WITH MIN. 6" SIDE SLOPE DEPTH.
 4. LANDSCAPE EDGING: HEAVY DUTY STEEL LANDSCAPE EDGING (3" THICKNESS) WITH NATURAL FINISH
 5. SEE PLANS FOR DIMENSIONS GRADING AND ELEVATIONS FOR SEDIMENT FOREBAY

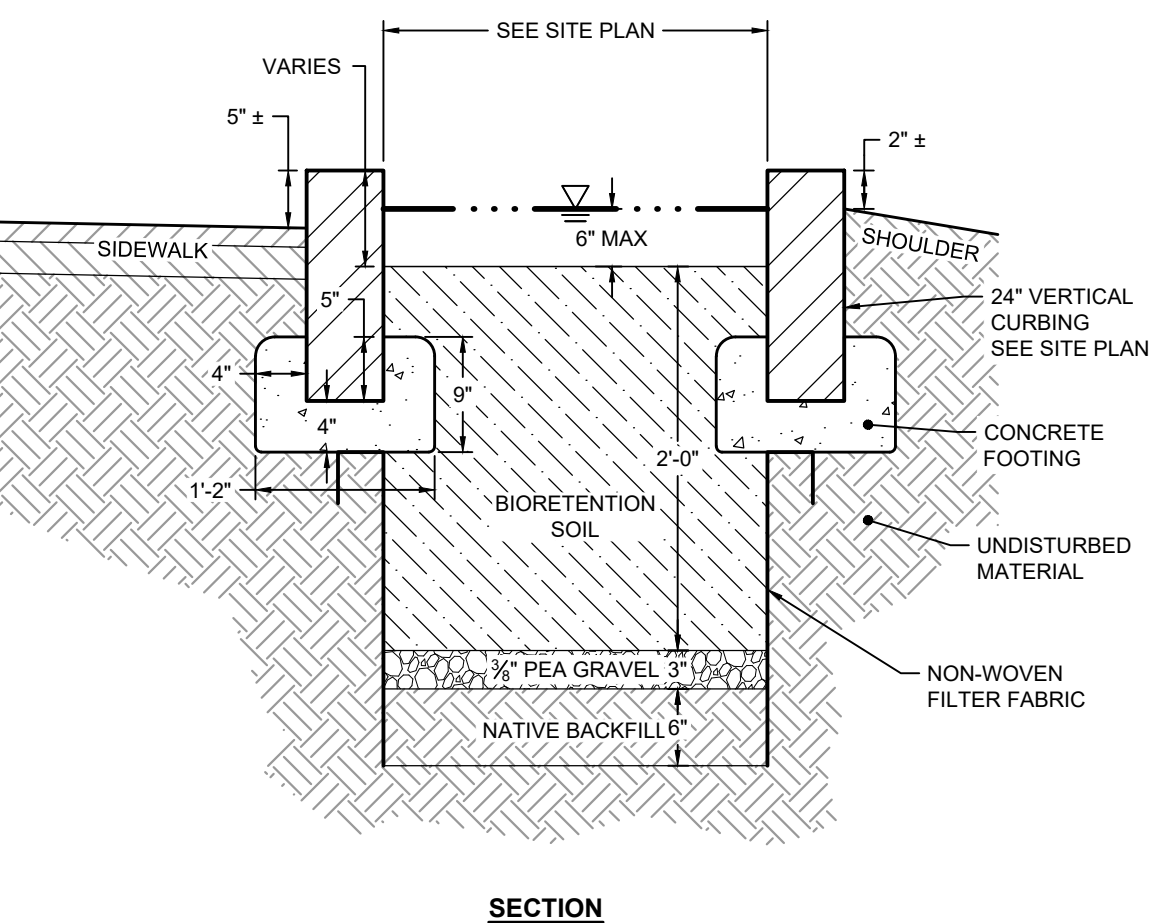
SEDIMENT FOREBAY
NOT TO SCALE



PROFILE

- NOTE:
1. KEY GRANITE CURBING INTO THE FOREBAY SIDE SLOPES OR BUTT TIGHTLY TO FACE OF GRANITE CURB. EXTEND A MINIMUM OF 2' TO PREVENT FLOW FROM DIVERTING THE CHECK DAM.
 2. USE RECLAIMED OR RECYCLED GRANITE CURB 1 WHEN POSSIBLE. PROVIDE LENGTHS AND DIMENSIONS TO MATCH PLANS AND DETAILS
 3. GROUT ABUTTING SECTIONS OF GRANITE CURBING.
 4. SEE PLANS AND SCHEDULE FOR CHECKDAM LENGTH, LAYOUT AND CONFIGURATION.

HARD-EDGED BIORETENTION
NOT TO SCALE



SECTION

NOTES:

1. EXISTING WATER MAIN AND DRAIN LINE PRESENT ONLY ON NORTH SIDE OF JERUSALEM ROAD.
2. INSTALL FILTER FABRIC ONLY ON EXCAVATION SIDE WALLS. DO NOT APPLY FABRIC TO BOTTOM.
3. SWALE LONGITUDINAL SLOPE NOT TO EXCEED 48:1 (2% ±)
4. SEE SPECS FOR BIO FILTER MEDIA REQUIREMENTS.
5. SEE LANDSCAPE PLANS FOR PLANTING DETAILS.



Subsurface Stormwater Management™

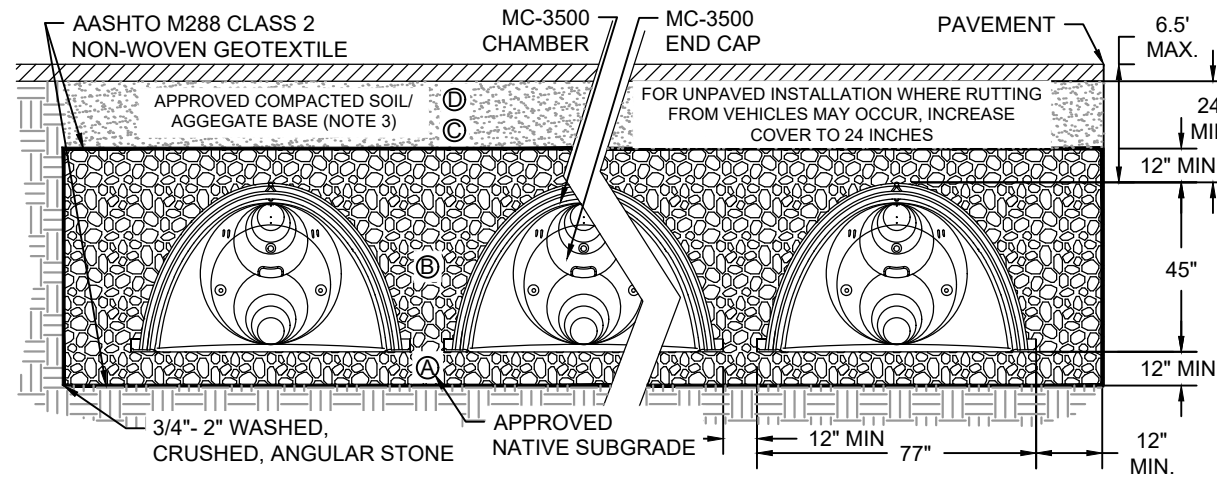
STORMTECH GENERAL NOTES

1. STORMTECH (LLC "STORMTECH") REQUIRES INSTALLING CONTRACTORS TO USE AND UNDERSTAND STORMTECH'S LATEST INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING SYSTEM INSTALLATION.
2. OUR TECHNICAL SERVICES DEPARTMENT OFFERS INSTALLATION CONSULTATIONS TO INSTALLING CONTRACTORS. CONTACT OUR TECHNICAL SERVICES REPRESENTATIVE AT LEAST 30 DAYS PRIOR TO SYSTEM INSTALLATION TO ARRANGE A PRE-INSTALLATION CONSULTATION. OUR REPRESENTATIVES CAN THEN ANSWER QUESTIONS OR ADDRESS COMMENTS ON THE STORMTECH CHAMBER SYSTEM AND INFORM THE INSTALLING CONTRACTOR OF THE MINIMUM INSTALLATION REQUIREMENTS BEFORE BEGINNING THE SYSTEM'S CONSTRUCTION. CALL 1-888-892-2694 TO SPEAK TO A TECHNICAL SERVICE REPRESENTATIVE OR VISIT WWW.STORMTECH.COM TO RECEIVE A COPY OF OUR INSTALLATION INSTRUCTIONS.
3. STORMTECH'S REQUIREMENTS FOR SYSTEMS WITH PAVEMENT DESIGN (ASPHALT, CONCRETE PAVERS, ETC.): MINIMUM COVER IS 18 INCHES NOT INCLUDING PAVEMENT. MAXIMUM COVER IS 86 INCHES INCLUDING PAVEMENT. FOR INSTALLATIONS THAT DO NOT INCLUDE PAVEMENT, WHERE RUTTING FROM VEHICLES MAY OCCUR, MINIMUM REQUIRED COVER IS 24 INCHES. MAXIMUM COVER IS 86 INCHES.
4. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE DESIGN ENGINEER.
5. AASHTO M288 CLASS 2 NON-WOVEN GEOTEXTILE (FILTER FABRIC) MUST BE USED AS INDICATED IN THE PROJECT PLANS.
6. STONE PLACEMENT BETWEEN CHAMBERS ROWS AND AROUND PERIMETER MUST FOLLOW INSTRUCTIONS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
7. BACKFILLING OVER THE CHAMBERS MUST FOLLOW REQUIREMENTS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
8. THE CONTRACTOR MUST REFER TO STORMTECH'S INSTALLATION INSTRUCTIONS FOR A TABLE OF ACCEPTABLE VEHICLE LOADS AT VARIOUS DEPTHS OF COVER. THIS INFORMATION IS ALSO AVAILABLE AT STORMTECH'S WEBSITE: WWW.STORMTECH.COM. THE CONTRACTOR IS RESPONSIBLE FOR PREVENTING VEHICLES THAT EXCEED STORMTECH'S REQUIREMENTS FROM TRAVELING ACROSS OR PARKING OVER THE STORMWATER SYSTEM. TEMPORARY FENCING, WARNING TAPE, AND APPROPRIATELY LOCATED SIGNS ARE COMMONLY USED TO PREVENT UNAUTHORIZED VEHICLES FROM ENTERING SENSITIVE CONSTRUCTION AREAS.
9. THE CONTRACTOR MUST APPLY EROSION AND SEDIMENT CONTROL MEASURES TO PROTECT THE STORMWATER SYSTEM DURING ALL PHASES OF SITE CONSTRUCTION AND DESIGN ENGINEER'S SPECIFICATIONS.
10. STORMTECH PRODUCT WARRANTY IS LIMITED. SEE CURRENT PRODUCT WARRANTY FOR DETAILS. TO ACQUIRE A COPY CALL STORMTECH AT 1-888-892-2694 OR VISIT WWW.STORMTECH.COM.

ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	ANY SOLID/ROCK MATERIALS, NATIVE SOLS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('E' LAYER) TO 18" (457 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOL/AGGREGATE MIXTURES, <30% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145 ¹ A-1, A-2.4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 90% PROCTOR DENSITY FOR WELL-GRADED MATERIAL AND 90% RELATIVE DENSITY FOR PROCESSED AGGREGATE. MATERIALS: ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lb (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lb (89 kN).
B EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. **

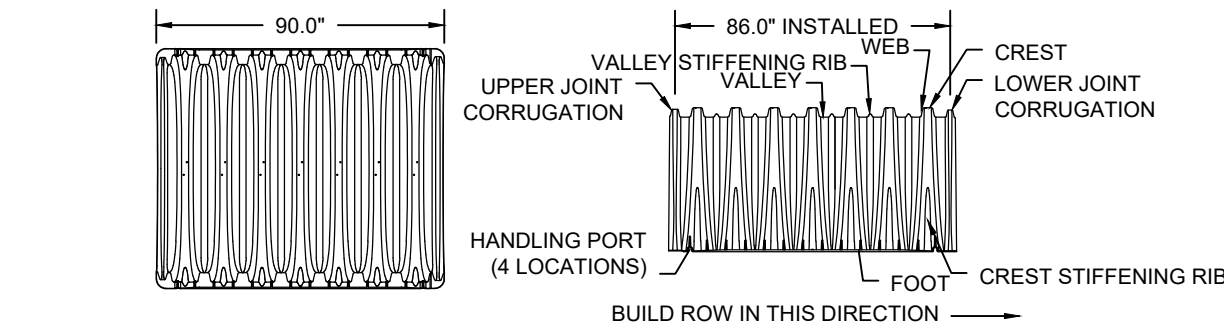
- PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE."
 2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR A LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) MAX LIFTS TO 90% PROCTOR DENSITY. USE TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR WHERE INSTALLATION SURFACES MAY BE COMPROMISED BY COMPACTION. FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



- NOTES:
1. DEPTH OF STONE TO BE DETERMINED BY DESIGN ENGINEER.
 2. CHAMBERS TO MEET ASTM F 3410-05 STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS.
 3. APPROVED BASE MATERIAL TO BE GRANULAR WELL-GRADED SOL/AGGREGATE MIXTURES WITH <30% FINES. COMPACT IN 6" LIFTS TO 90% PROCTOR DENSITY. SEE TABLE OF ACCEPTABLE FILL MATERIALS IN STORMTECH'S DESIGN/INSTALLATION MANUAL(S), OR WWW.STORMTECH.COM.
 4. THE INSTALLED CHAMBER SYSTEM TO PROVIDE THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 12.12 FOR EARTH AND LIVE LOADS, WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCE.
 5. FOR INFORMATION, CONTACT STORMTECH AT 1-888-892-2694.

STORMTECH MC-3500 CHAMBER TYPICAL CROSS SECTION

NOT TO SCALE

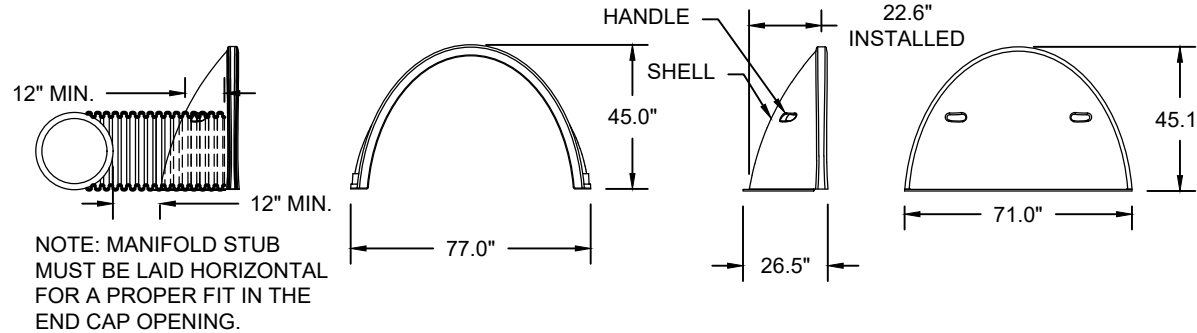


NOMINAL MC-3500 CHAMBER SPECIFICATIONS
SIZE (L x W x H)
CHAMBER STORAGE
MINIMUM INSTALLED STORAGE
WEIGHT

90" x 77" x 45"
109.9 ft³
178.9 ft³
134 lbs.

NOMINAL MC-3500 END CAP SPECIFICATIONS
SIZE (L x W x H)
ENDCAP STORAGE
MINIMUM INSTALLED STORAGE
WEIGHT

26.5" x 71" x 45.1"
15.6 ft³
46.9 ft³
43 lbs.



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN THE END CAP OPENING.

PART NUMBERS ENDING WITH "B" ARE FOR STUBS AT BOTTOM OF END CAP.
PART NUMBERS ENDING WITH "T" ARE FOR STUBS AT TOP OF END CAP.

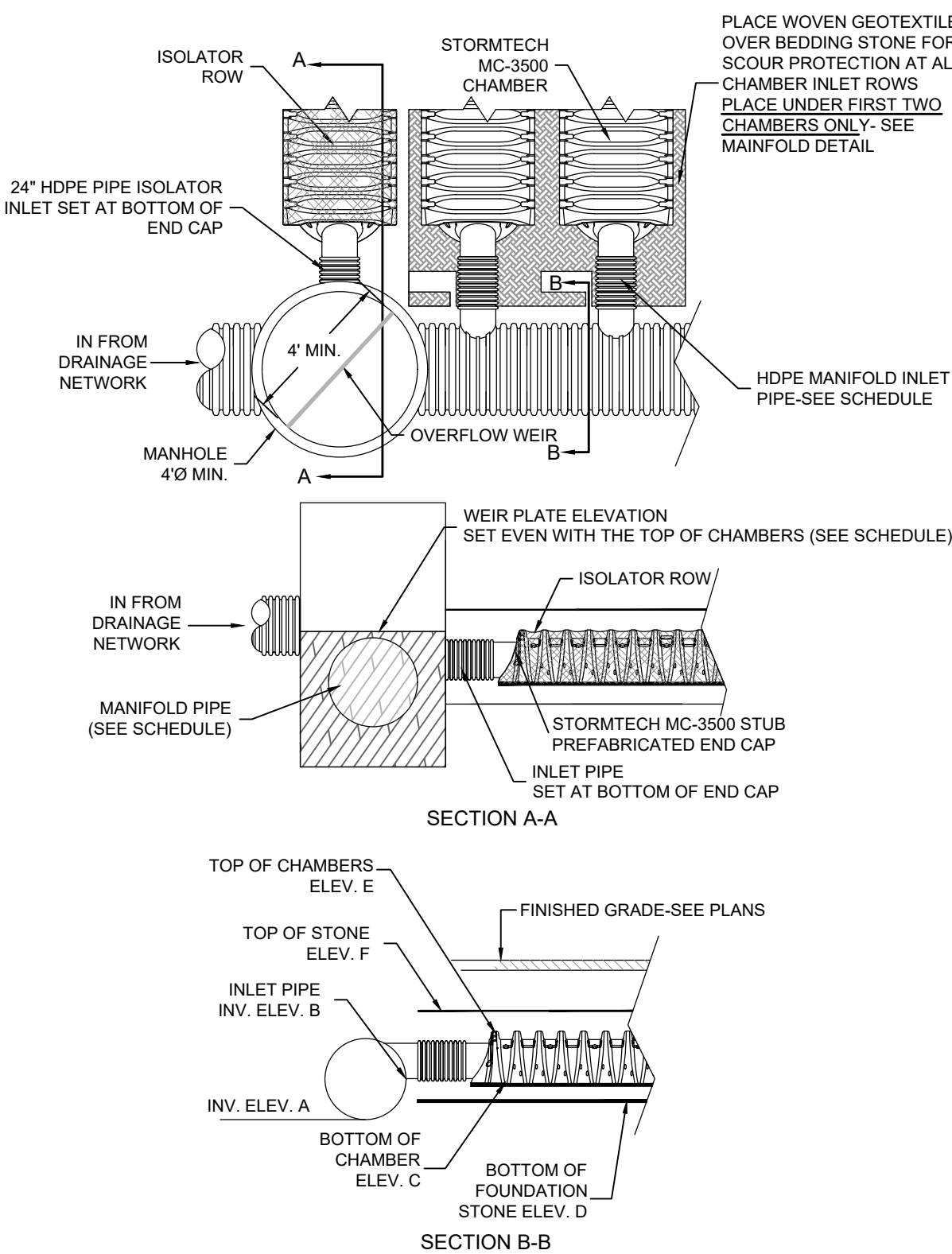
PART#	STUB	B	C
MC3500TEPE12T	12" (300 mm)	26.36" (670 mm)	N/A
MC3500TEPE12B	12" (300 mm)	N/A	1.35" (34 mm)
MC3500TEPE15T	15" (375 mm)	23.39" (594 mm)	N/A
MC3500TEPE15B	15" (375 mm)	N/A	1.50" (38 mm)
MC3500TEPE18T	18" (450 mm)	20.03" (509 mm)	N/A
MC3500TEPE18B	18" (450 mm)	N/A	1.77" (45 mm)
MC3500TEPE24T	24" (600 mm)	14.48" (368 mm)	N/A
MC3500TEPE24B	24" (600 mm)	N/A	2.06" (52 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL.

CUSTOM PRECURED INVERTS ARE AVAILABLE UPON REQUEST.
INVENTORIED MANIFOLDS INCLUDE 12" - 24" SIZE ON SIZE AND 15" THROUGH 48" ECCENTRIC MANIFOLDS.

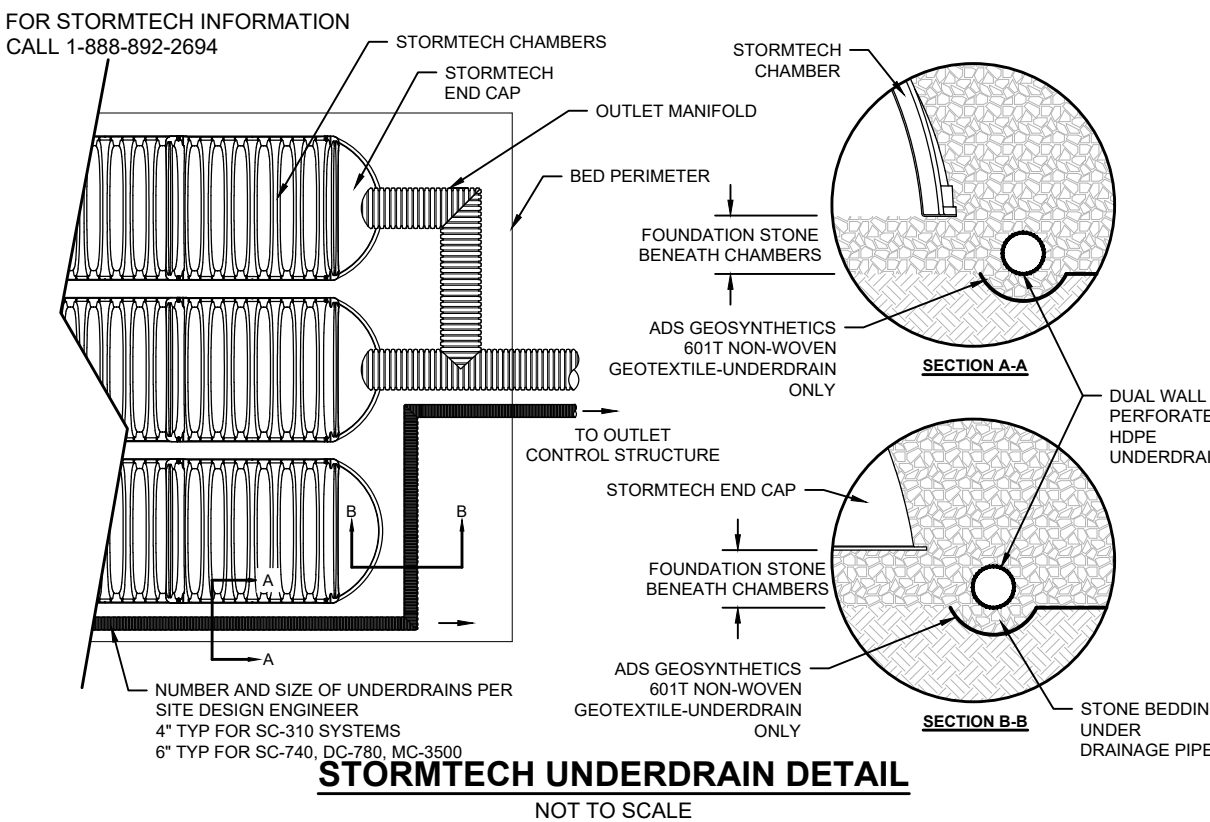
STORMTECH MC-3500 TECHNICAL DETAILS

NOT TO SCALE



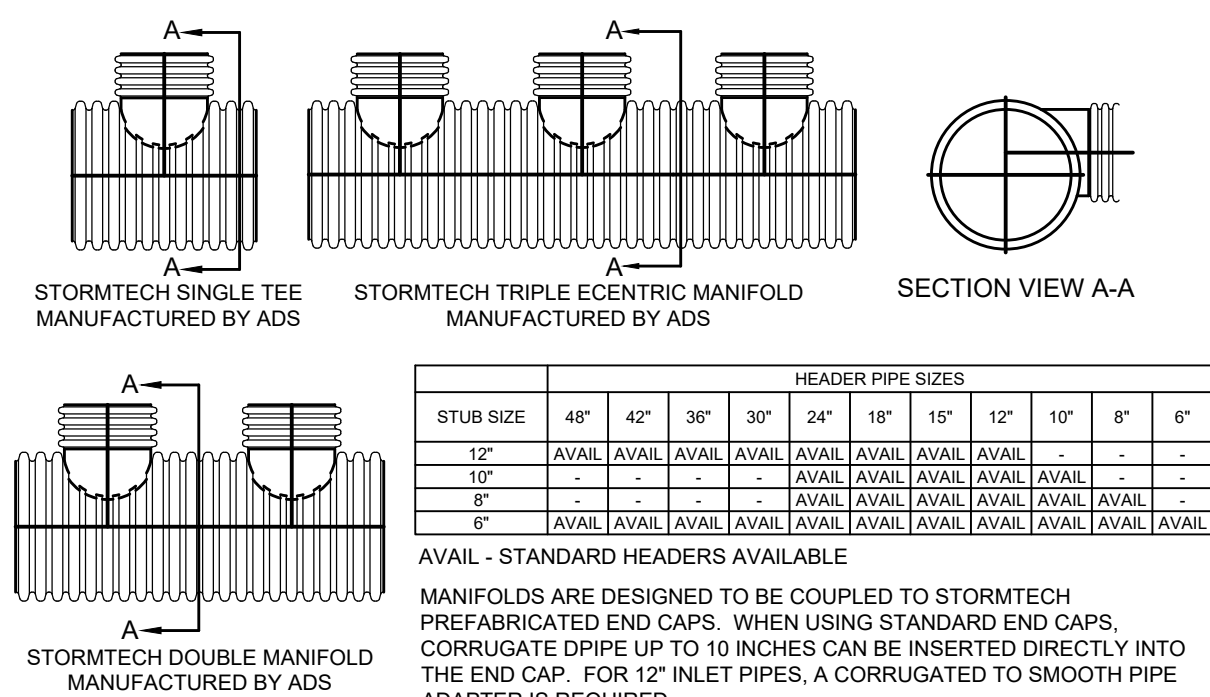
STORMTECH SYSTEM DETAIL

NOT TO SCALE



STORMTECH UNDERDRAIN DETAIL

NOT TO SCALE



ADS MANIFOLD DETAIL

NOT TO SCALE

FOR INFORMATION
CALL 1-888-892-2694

INSPECTION & MAINTENANCE

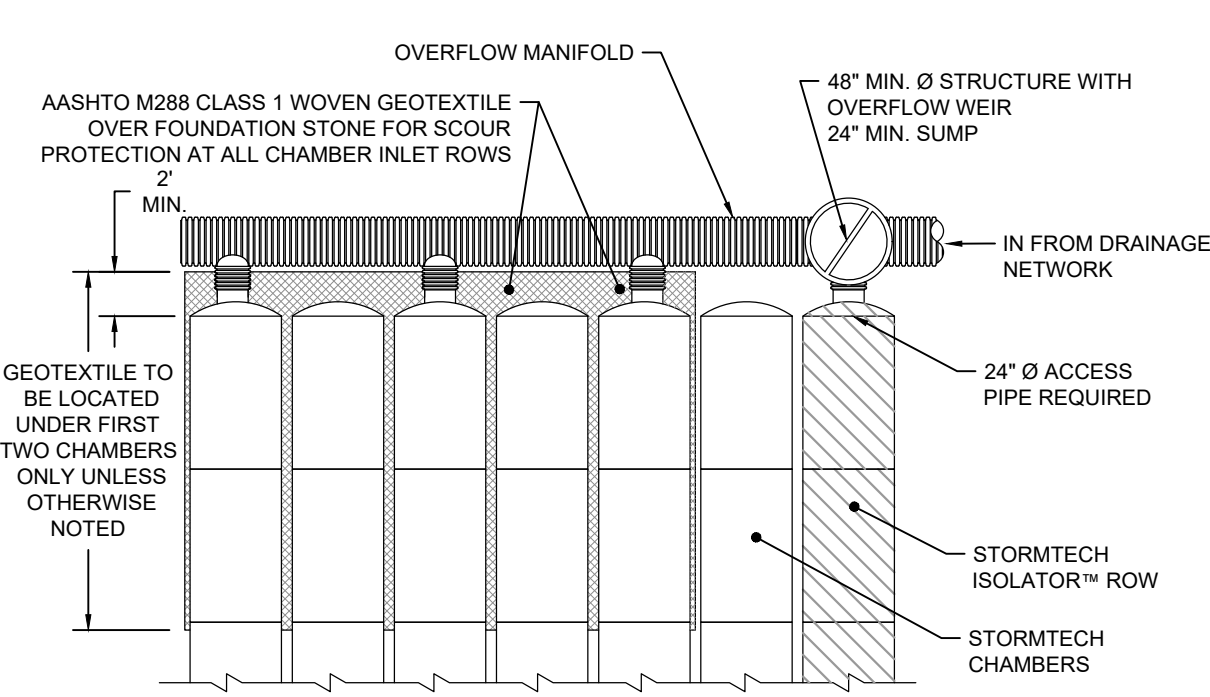
- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A1. INSPECTION PORTS (IF PRESENT)
 - A2. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
 - A3. USING A FLASHLIGHT AND STADIUM ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
 - A4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
 - A5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR ROWS
- B1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
 - B2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
 - B3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- IF ERRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
- B1. FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
 - B2. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
 - B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
 - C. VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) ACTIONS
1. REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND
 2. INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. THE INSTALLED CHAMBER SYSTEM TO PROVIDE THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 12.12 FOR EARTH AND LIVE LOADS, WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCE.

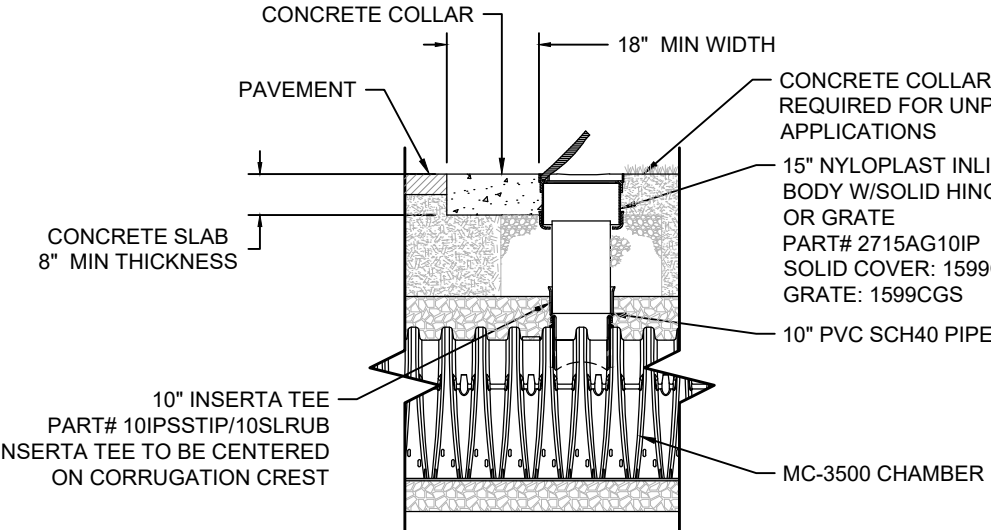
STORMTECH ISOLATOR ROW DETAIL

NOT TO SCALE



STORMTECH ISOLATOR ROW MANIFOLD DETAIL

NOT TO SCALE



- NOTES:
1. ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.
 2. INSPECTION PORTS TO BE INSTALLED IN THE MIDDLE CHAMBER OF EACH CHAMBER ROW
 3. FOR STORMTECH INFORMATION CALL 1-888-892-2694

STORMTECH 10 INCH PORT DETAIL

NOT TO SCALE

tat

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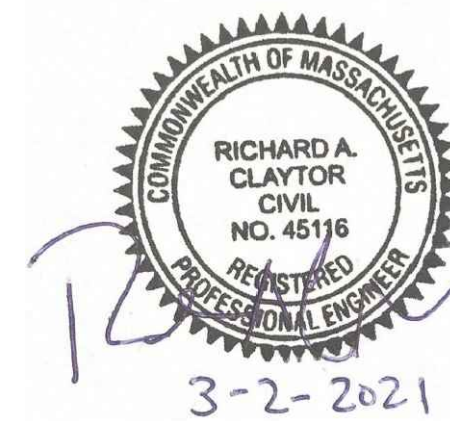
Consultant:

Horsley Witten Group
www.horsleywitten.com
508-833-6600
90 Route 6A
Sandwich, MA



Revision:

Architect of Record:



Drawn: MCL/JLV

Checked: RAC

Scale: 1" = 40'

Key Plan:

Project Name:

ORLEANS CAPE
COD FIVE
ORLEANS, MA
FORMAL SITE
PLAN REVIEW

Sheet Name:

STORMWATER DETAILS
(2)

Project Number:

20018

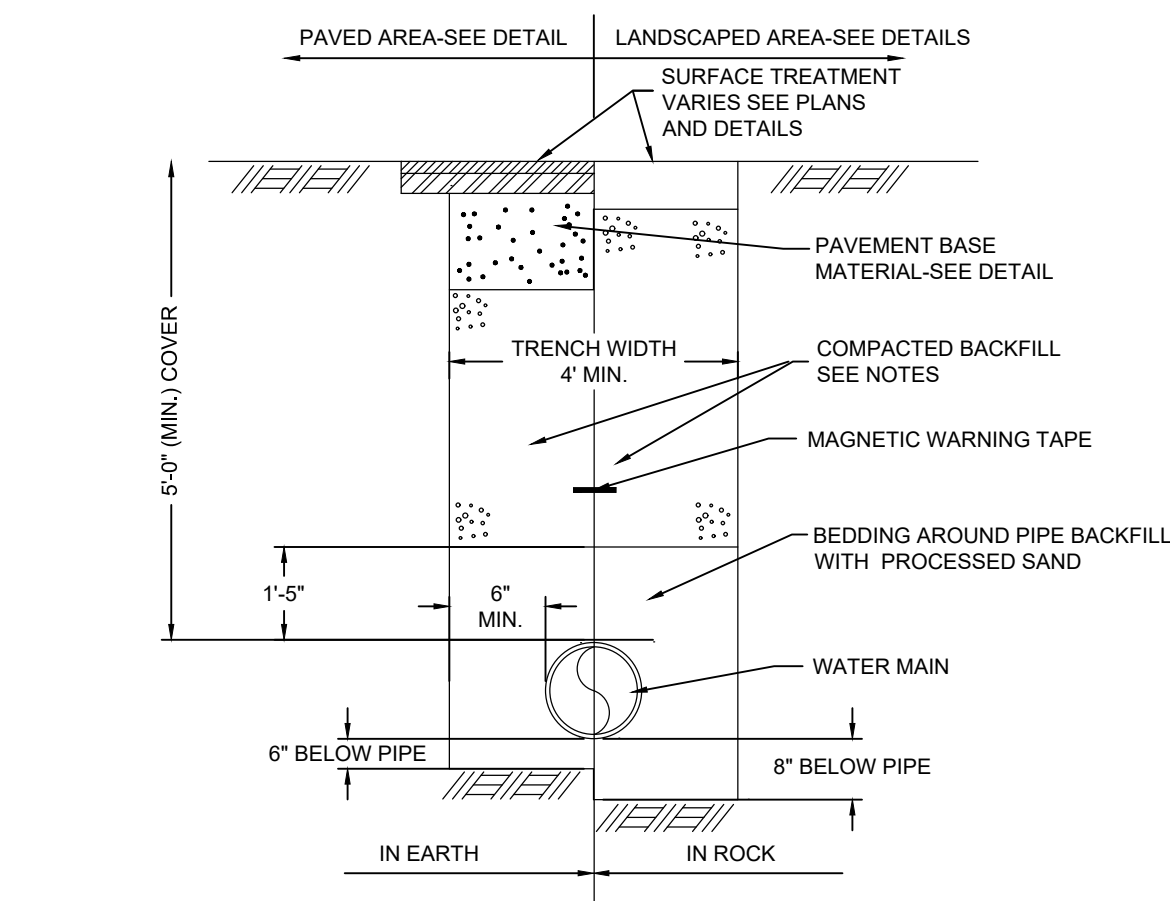
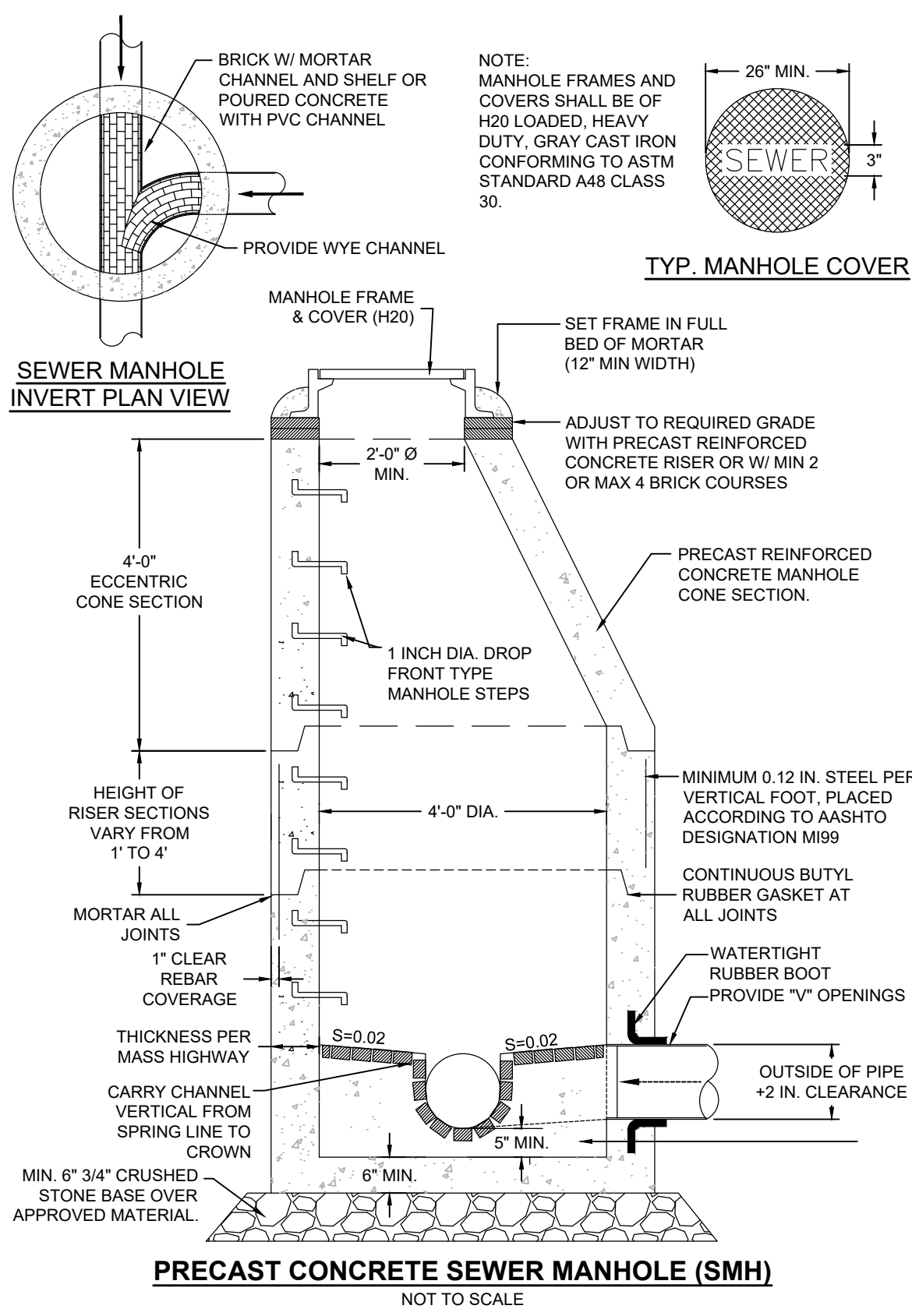
Issue Date:

FEBRUARY 10, 2021

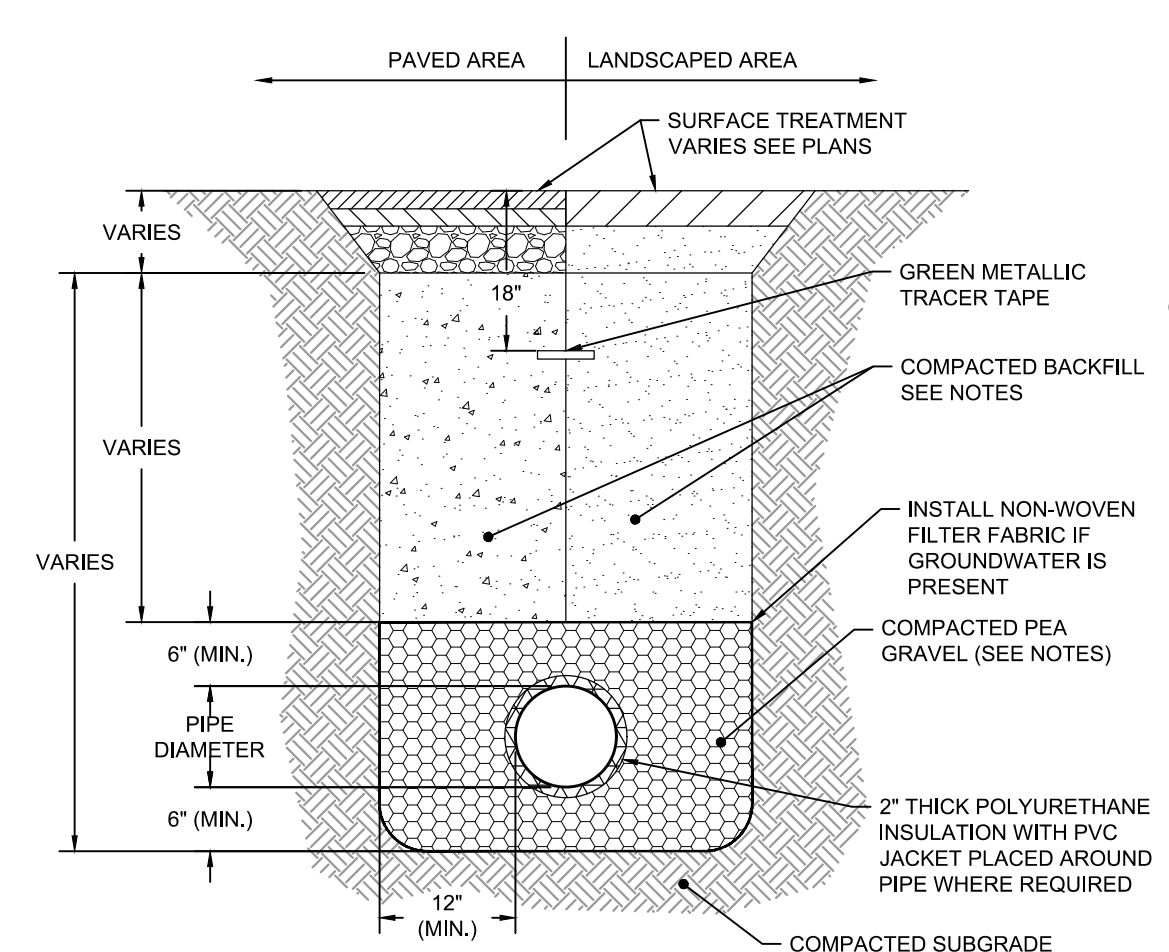
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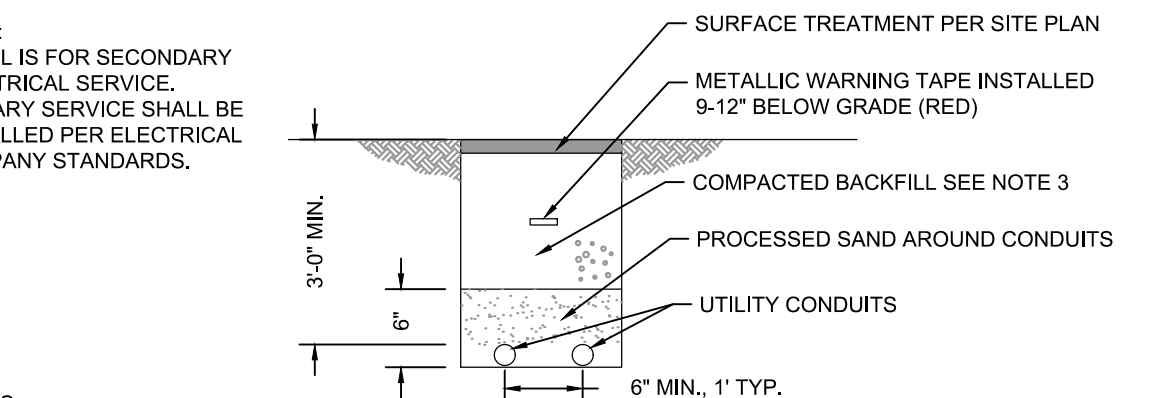
NOT FOR
CONSTRUCTION



- NOTES:
- TRENCH BACKFILL:
BENEATH PAVEMENT WITHIN EX. ROADWAY RIGHT OF WAY, BACKFILL SHALL BE EXCAVATABLE FLOWABLE FILL.
BENEATH PAVEMENT: BACKFILL SHALL BE ROAD BASE AND COMPACTED TO PAVEMENT SUBGRADE REQUIREMENTS-SEE DETAIL.
OUTSIDE PAVEMENT: GRAVEL BORROW TYPE B (3" MINUS) COMPACTED IN MAXIMUM 8 INCH LIFTS TO TO 95% COMPACTION.
 - TRACER TAPE FOR NON-FERROUS PIPE SHALL BE CONSTRUCTED OF A METALLIC CORE BONDED TO PLASTIC LAYERS. THE METALLIC TRACER TAPE SHALL BE A MINIMUM 5mm THICK AND MUST BE LOCATABLE AT A DEPTH OF 18 INCHES WITH ORDINARY PIPE LOCATORS.
 - CONTRACTOR SHALL ACHIEVE 95% COMPACTION FOR THE BEDDING.
 - PROCESSED SAND: CLEAN, HARD, MEDIUM GRAIN, FREE OF FINE MATERIAL OR DEBRIS.
 - UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE UTILITY COMPANY STANDARDS THAT MAY BE MORE STRINGENT THAN THIS DETAIL.



- NOTES:
- GRAVITY SEWER AND FORCE MAIN SHALL BE INSULATED WHEN VERTICAL OR HORIZONTAL SOIL COVER IS LESS THAN 4 FEET AND WHERE SHOWN ON PLANS.
 - TRACER TAPE FOR NON-FERROUS PIPE SHALL BE CONSTRUCTED OF A METALLIC CORE BONDED TO PLASTIC LAYERS. THE METALLIC TRACER TAPE SHALL BE A MINIMUM 5mm THICK AND MUST BE LOCATABLE AT A DEPTH OF 18 INCHES WITH ORDINARY PIPE LOCATORS.
 - TRENCH BACKFILL:
BENEATH PAVEMENT: BACKFILL SHALL BE ROADBASE AND COMPACTED TO PAVEMENT SUBGRADE REQUIREMENTS-SEE DETAIL.
OUTSIDE PAVEMENT: GRAVEL BORROW TYPE B (3" MINUS) COMPACTED IN MAXIMUM 8 INCH LIFTS TO TO 95% COMPACTION.
 - BACKFILL PLACED IN UTILITY TRENCHES INCLUDING DISTURBED AREAS SURROUNDING UTILITY TRENCHES SHALL BE PLACED AND COMPACTED IN 8" (MAX) VERTICAL LIFTS.
 - CONTRACTOR SHALL ACHIEVE 95% COMPACTION FOR THE BEDDING.
 - PEA GRAVEL SHALL CONSIST OF CLEAN, HARD, ROUND PARTICLES OF GRAVEL MEETING THE FOLLOWING:
SIEVE SIZE PERCENT PASSING
3/8" 85-95
NO. 4 5-15
NO. 8 0-2
 - UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE UTILITY COMPANY STANDARDS THAT MAY BE MORE STRINGENT THAN THIS DETAIL.



- NOTES:
- SITE WORK SUBCONTRACTOR SHALL PERFORM EXCAVATION, AND BACKFILL FOR ALL CONDUIT INSTALLATIONS. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUITS, PULL WIRES, HANDHOLES, AND WARNING TAPE AS REQUIRED FOR ELECTRICAL WORK.
 - UTILITY CONDUITS SHALL INCLUDE A COMBINATION OF ONE, TWO, OR ALL OF (1) FOR TELEPHONE, (1) FOR ELECTRICAL, AND (1) FOR CABLE TELEVISION, (1) COMMUNICATION, (1) FOR OTHER AS SHOWN IN THE SITE PLAN.
 - TRENCH COMPACTED BACKFILL:
BENEATH PAVEMENT: BACKFILL SHALL BE ROADBASE AND COMPACTED TO PAVEMENT SUBBASE REQUIREMENTS-SEE DETAIL.
OUTSIDE PAVEMENT: GRAVEL BORROW TYPE B (3" MINUS) COMPACTED IN MAXIMUM 8 INCH LIFTS TO TO 95% COMPACTION.
 - UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE UTILITY COMPANY STANDARDS THAT MAY BE MORE STRINGENT THAN THIS DETAIL.

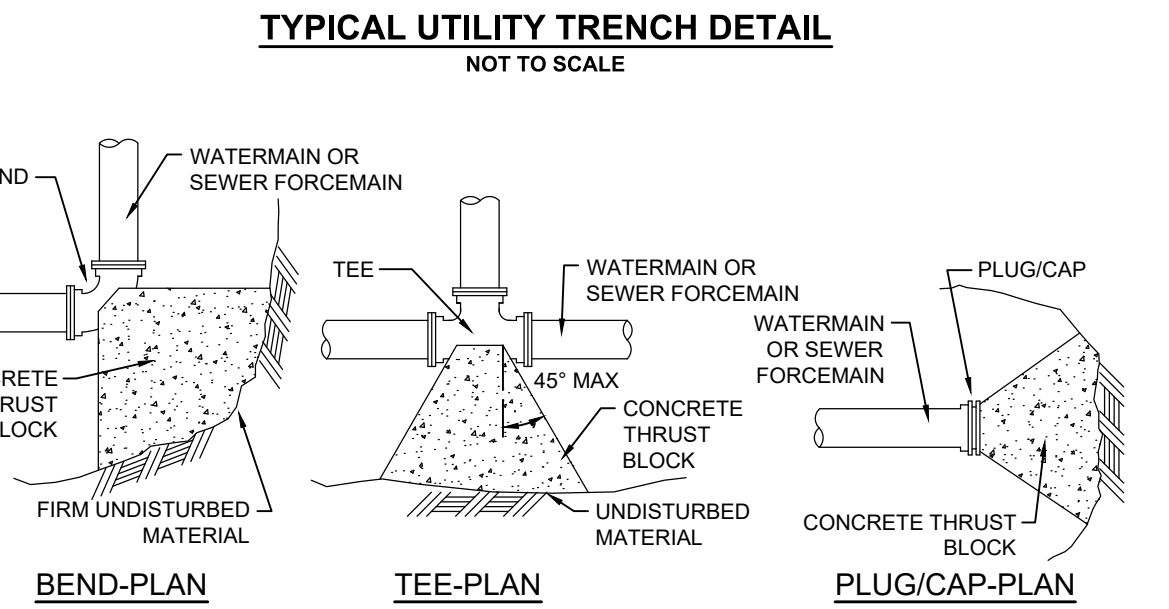
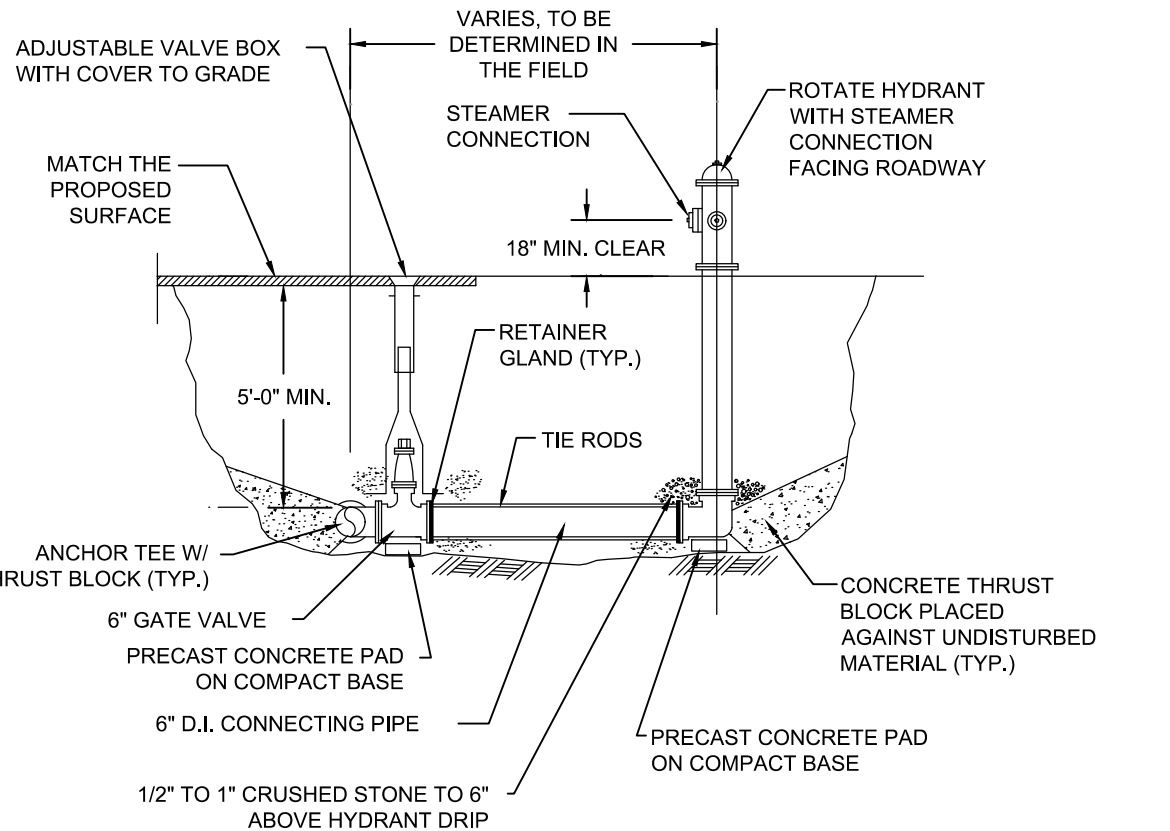
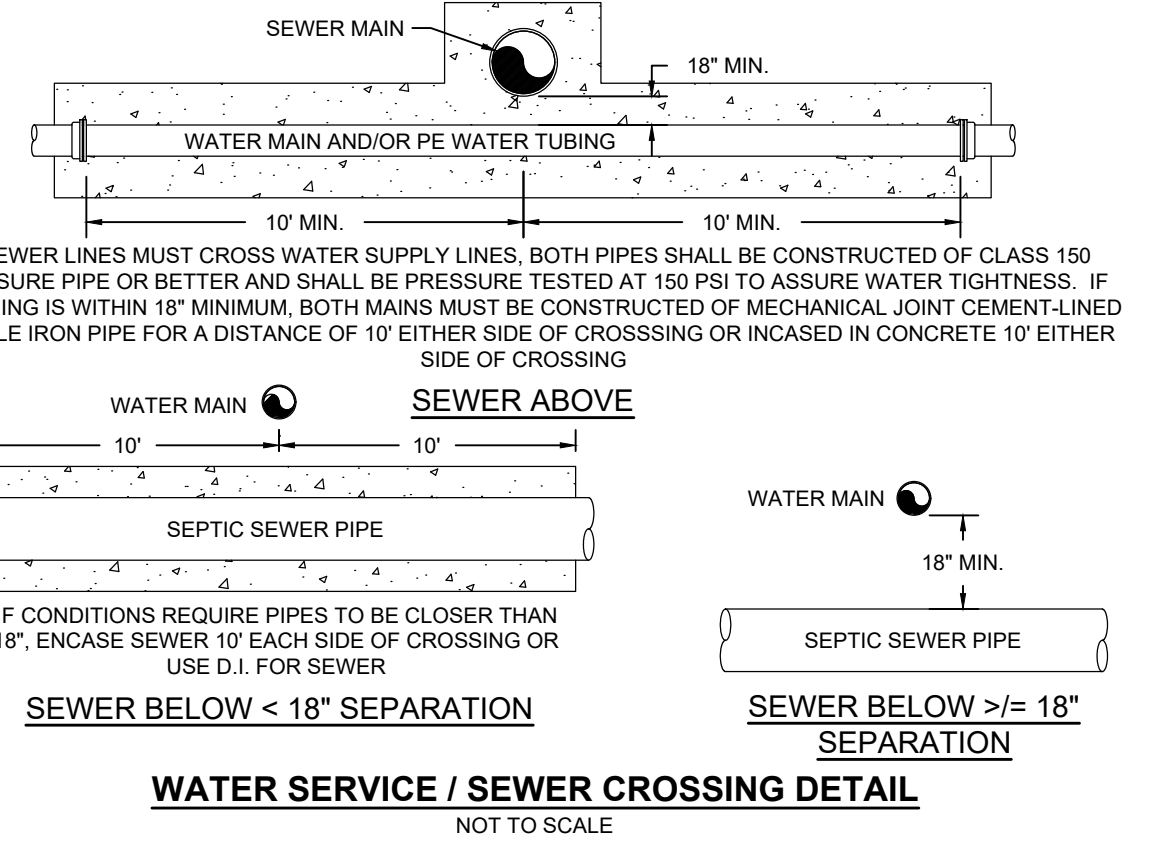


TABLE OF BEARING AREAS (S.F.)			
SIZE OF MAIN (IN.)	BEND (90)	BENDS (45 & <)	TEES, CAPS OR PLUGS
8 & <	6	3	4
10 & 12	12	7	9
16 & >	18	10	14



- NOTES:
- DEPTH OF HYDRANT BURY TO SUIT INSTALLED DEPTH OF COVER OVER WATERMAIN.
 - THRUST BLOCKS SHALL BE A MINIMUM OF 3'-0" IN VOLUME.
 - LARGE FLAT ROCKS MAY REPLACE CONCRETE PADS.
 - ROOFING FELT SHALL BE INSTALLED BETWEEN THE CONCRETE PAD AND THE WATERMAIN FITTINGS WHERE NECESSARY.
 - SEE TABLE FOR CONCRETE THRUST BLOCK REQUIREMENTS.

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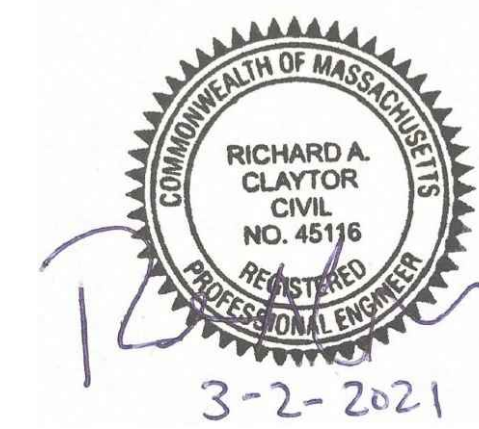
Consultant:

Horsley Witten Group
www.horsleywitten.com
508-833-6600
90 Route 6A
Sandwich, MA



Revision:

Architect of Record:



Drawn: MCL/JLV

Checked: RAC

Scale: 1" = 40'

Key Plan:

Project Name:

**ORLEANS CAPE
COD FIVE
ORLEANS, MA
FORMAL SITE
PLAN REVIEW**

Sheet Name:

UTILITY DETAILS

Project Number:

20018

Issue Date:

FEBRUARY 10, 2021

Sheet Number:

C-10

NOT FOR
CONSTRUCTION

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

Attachment E: Appraisals and Agreements

Please find attached the following items:

- Appraisal Report effective January 15, 2021, provided by Kirk & Company.

**Appraisal Report
19 West Road and**

A commercial building located at
**19 West Street in
Orleans, (Barnstable County), Massachusetts**

Effective Date of Value: January 15, 2021
Date of Last Inspection: December 4, 2020
Date of Report: January 15, 2021

Prepared by:

David S. Kirk, MAI, CRE®, FRICS®
Certified General Real Estate Appraiser
Massachusetts – 1520

Brett N. Pelletier, CRE®, MRA, FRICS®
Certified General Real Estate Appraiser
Massachusetts – 75624
New Hampshire – NHCG-917
Rhode Island – CGA.0020052
Connecticut – RCG.0001578

Prepared for:

Matt Seadale
Massachusetts Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

REAL ESTATE COUNSELORS

31 MILK STREET, SUITE 820, BOSTON, MA 02109
174 BELLEVUE AVENUE, 311, NEWPORT, RI 02840
TEL: 617-261-7100
EMAIL: dsk@kirkco.com • bpelletier@kirkco.com

January 15, 2021

(By email matthew.seadale@state.ma.us)

Matt Seadale
Massachusetts Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: 19 West Road in Orleans, MA– **Market Value “As-Is”**

Dear Mr. Seadale:

At your request, we have inspected and analyzed the referenced property and its market to estimate Market Value “As Is” of the property at 19 West Road in Orleans, MA as of January 15, 2021. Additionally, a comprehensive analysis of the “as of right” zoning has been conducted to determine the likelihood of special permits or approvals that might impact the value of the site under existing zoning, in conjunction with a highest and best use analysis. Further, determination of the pre-comprehensive permit value is a requirement of the Department of Housing and Community Development’s (DHCD) guidelines (Updated May 30, 2013).

The property consists of two parcels of land at 10 Skaket Corner and 19 West Road in Orleans, MA that aggregate 3.48+- acres of land. Currently improved with a single commercial office building of 34,512 square feet. The subject is currently located in zoning district General Business (GB) and Limited Business (LB) and is zoned for various commercial uses as further discussed within this report. Research into existing zoning, precedent for zoning relief and variances in the subject neighborhood, and discussions with the town of Orleans planning office indicate that there is no recent and observable precedent for significant zoning relief in the subject property’s zoning district.

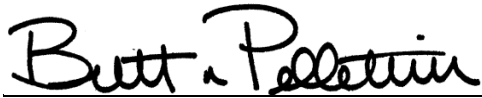
This letter summarizes our conclusions of an appraisal as set forth in the attached report. The property interest being appraised is the Fee Simple Estate. The assignment includes the review of the physical characteristics of the property and the current condition of the related markets.

Our opinion of the Market Value ‘As Is’, of the subject property at 19 West Road in Orleans, MA, subject to the assumptions and limiting conditions within this report and as of January 15, 2021 is:

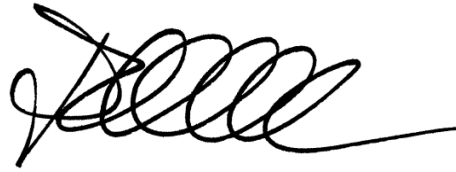
THREE MILLION EIGHT HUNDRED THOUSAND U.S. DOLLARS
\$3,800,000

The estimates and opinion of value in this report are subject to the statements of assumptions and limiting conditions included in the attached self-contained appraisal report. We are delighted to be of service to you. If you have any questions regarding the content of this report, please feel free to contact us.

Sincerely,



Brett N. Pelletier, CRE®, MRA, FRICS®
Kirk&Company
31 Milk Street, Suite 820
Boston, MA 02109
617-261-7100
Bpelletier@kirkco.com



David S. Kirk, MAI, CRE®, FRICS®
Kirk&Company
31 Milk Street, Suite 820
Boston, MA 02109
617-261-7100
DSK@kirkco.com

Subject Property















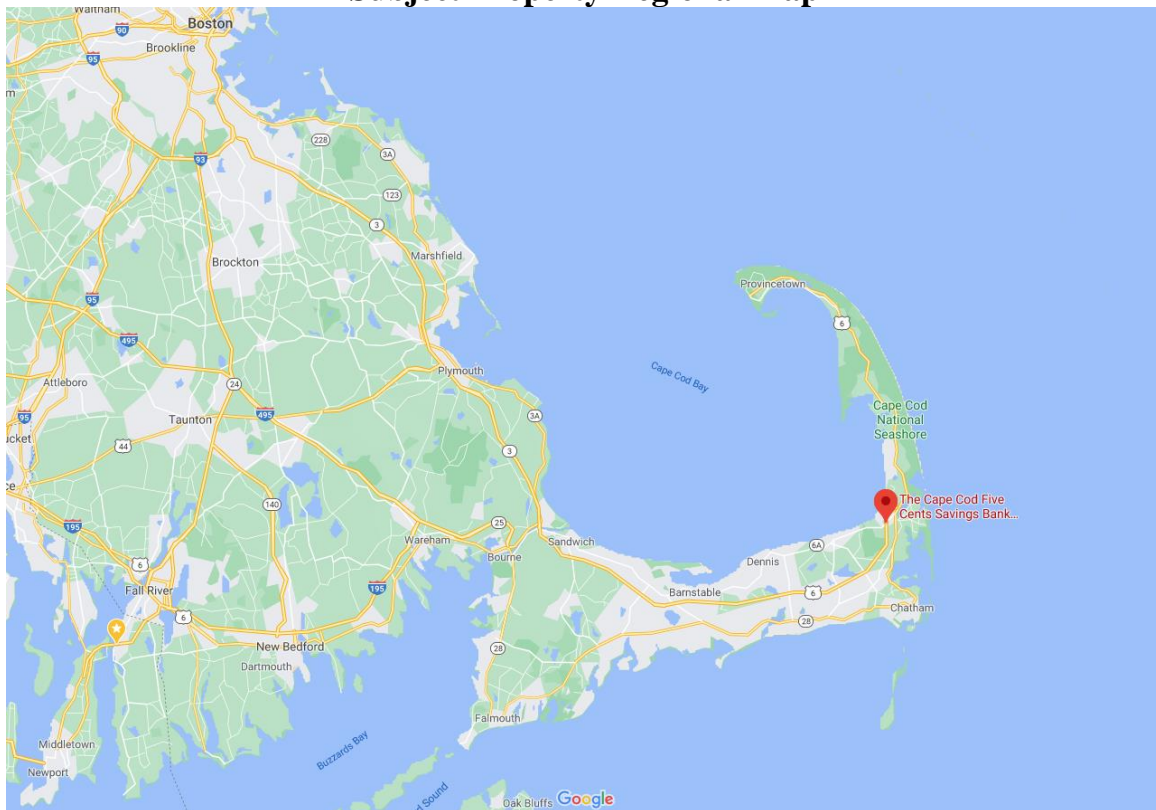








Subject Property Regional Map



Subject Property Neighborhood Map

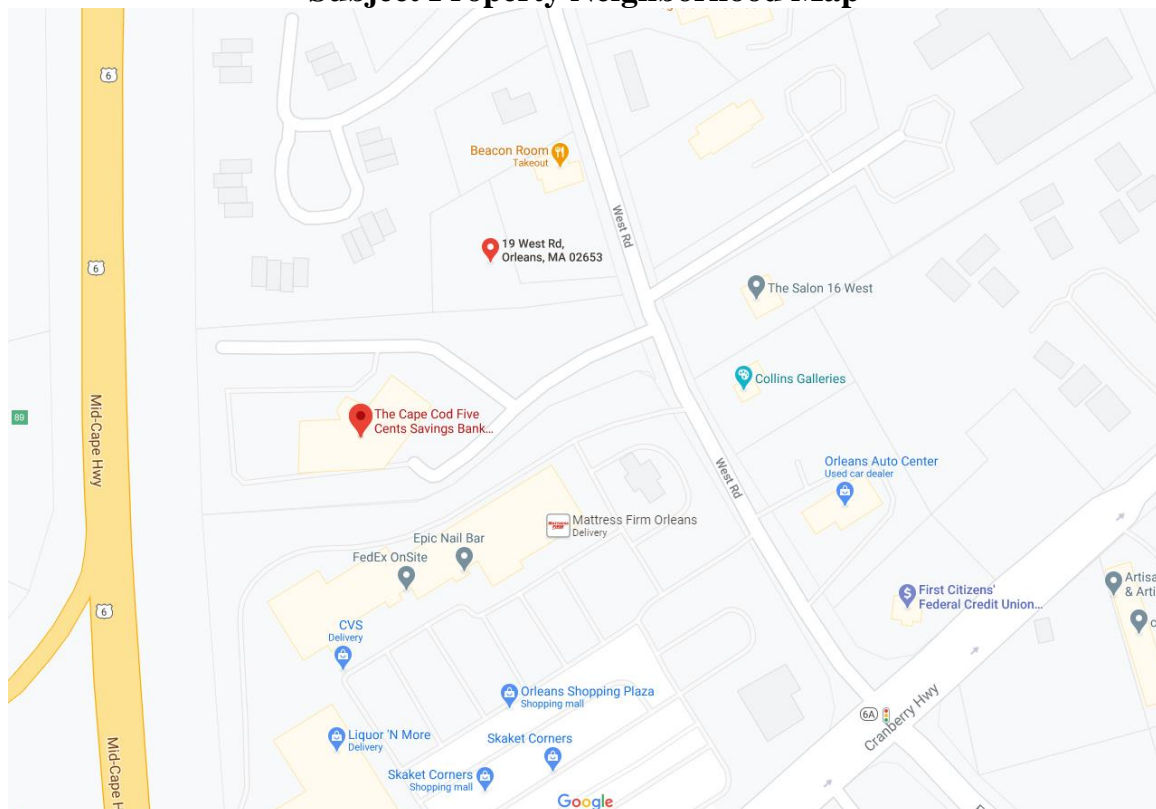


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PART I: INTRODUCTION

EXECUTIVE SUMMARY

The Assignment	
Subject Property:	19 West Road
Property Address:	19 West Road and 10 Skaket Corner
<i>Neighborhood:</i>	
<i>City:</i>	Orleans
<i>County:</i>	Barnstable
<i>State:</i>	Massachusetts
Parcel ID(s):	40-6-00, 40-8-00
Current Ownership:	Cape Cod Five Cents Savings Bank
 Current Contract Status:	 Not currently listed for sale. Subject to a Purchase Option Agreement
 Property Rights Appraised:	 Fee Simple
 Value Appraised:	 Market Value 'As Is'
Date of Report:	January 15, 2021
Effective Date of Value:	January 15, 2021
Date of Last Inspection:	December 4, 2020
 Intended Use:	 Due diligence assistance, loan underwriting, and decision making
Intended User(s):	Department of Housing and Community Development (DHCD) and their designees
Special Assumptions:	Refer to statements of assumptions and limiting conditions
Hypothetical Conditions:	Refer to statements of assumptions and limiting conditions
Extraordinary Assumptions:	Refer to statements of assumptions and limiting conditions
 Marketing & Exposure Time:	 It is reasonable to assume an exposure and marketing time of approximately twelve months due to the transaction volume of comparable properties within the market at the time and general market conditions for similar properties within the market.
The Property	
Current Use:	Vacant Commercial Office
Land Area:	3.48+/- Acres
Number of Buildings:	One
Building Height:	3-Story
 Site Shape:	 Irregular
Zoning District:	LB and GB
Utilities:	Electricity, Telephone, Natural Gas, Cable, Water & Sewer
Easements:	Assumed to be none.
Hazardous Materials:	Assumed to be none.
 Highest and Best Use:	
<i>As Vacant:</i>	Commercial Office or Mixed Use
<i>As Improved:</i>	Current Use as Commercial Office or Mixed Use
Conclusions	
Market Value:	
<i>As Is</i>	\$3,800,000

Assumptions and Limiting Conditions

Special Assumptions and Limiting Conditions

1. For the preparation of this appraisal, the appraisers have relied upon written documentation provided by the Department of Housing and Community Development (DHCD), and Pennrose, regarding property information, proformas, legal descriptions, physical condition, and development plans of the project.
2. For the preparation of this appraisal, the appraisers have reviewed site plans and publicly available information and data. The conclusions as set forth in this report are based on limited personal inspections of the physical improvements and site and information provided by you. Our conclusions should not be construed as legal or technical advice which would normally be provided by a lawyer, engineer, or architect.

Basic Assumptions and Limiting Conditions

1. It is assumed that the title to this property is good and marketable. The value estimate is given without regard to any questions of title, boundaries or encroachments. It is assumed that all assessments are paid. We assume the property to be free and clear of liens and encumbrances except as noted. No attempt has been made to render an opinion or determine the status of easements that may exist.
2. The legal description included herein, should be verified by legal counsel before being relied upon or used in any conveyance or other document.
3. We are not familiar with any engineering studies made to determine the bearing capacity of the land. It is assumed that soil and subsoil conditions are stable unless specifically outlined in this report.
4. Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Any drawings are not intended to be exact in size, scale or detail.
5. Our value estimate involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.
6. It is assumed that the property is subject to lawful, competent and informed ownership and management unless noted.
7. Information in this report concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications and public records. To the extent possible, this information was examined for accuracy and is believed to be reliable. Dimensions, area or data obtained from others is believed correct; however, no guarantee is made in that the appraisers did not personally measure same.
8. Any information, in whatever form, furnished by others is believed to be reliable; however, no responsibility is assumed for its accuracy.
9. The physical condition of the improvement described herein was based on visual inspection. Electrical, heating, cooling, plumbing, sewer and septic systems, mechanical equipment and water supply were not specifically tested, but were assumed to be in good working order, and adequate, unless otherwise specified. No liability is assumed for the soundness of structural members, since no engineering tests were made of same. The roof(s) of structures described

herein are assumed to be good repair unless otherwise noted. The existence of potentially hazardous material used in the construction or maintenance of the building, such as urea formaldehyde foam insulation and/or asbestos insulation, which may or may not be present on the property, has not been considered. In addition, no deposit of toxic wastes, unless specifically mentioned herein have been considered. The appraisers are not qualified to detect such substances and suggest the client seek an expert opinion from a qualified professional, if desired.

10. In addition, if the client has any concern regarding the structural, mechanical or protective components of the improvements described herein, or the adequacy or quality of sewer treatment plant, water or other utilities, it is suggested that independent contractors or experts in these disciplines, be retained by said client, before relying upon this appraisal.
11. Any valuation analysis of the income stream is predicated upon financing conditions as specified herein, which we have reason to believe are available for this property as of the date of valuation. Financing terms and conditions other than those indicated may alter the final value conclusions.
12. Expenses shown in the Income Capitalization Approach, are estimates only, and are based on past operating history if available, and are stabilized as generally typical over a reasonable time period.
13. The appraisers are not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously hereto. If the appraisers are subpoenaed pursuant to court order, the client will be required to compensate said appraisers for their time at their regular hourly rates plus expenses.
14. All opinions, as to values stated, are presented as the appraisers' considered opinion based on the information set forth in the report. No responsibility is assumed for changes in market conditions or for the inability of the client or any other party to achieve their desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events. Some assumptions may never occur, and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in the report.
15. The appraisal is made subject to satisfactory completion of any relevant construction, repairs, alterations, remodeling and rehabilitation, and is contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans or descriptions or attachments made hereto.
16. It is assumed that the construction and use of the appraised property, complies with all public authorities having jurisdiction, including but not limited to the National Environmental Policy Act and any other applicable federal, state, municipal, and local environmental impact or energy laws or regulations.
17. Areas and dimensions of the property may or may not have been physically measured. If furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, areas and dimensions are assumed to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by the owner's agents

or the client. No responsibility is assumed for discrepancies, which may become evident from a licensed survey of the property.

18. It is agreed that the liability of the appraisers to the client is limited to the amount of the fee paid as liquidated damages. The responsibility of the appraiser is limited to the client and use of this appraisal by third parties shall be solely at the risk of the client third parties.
19. A signatory of this appraisal report is a member or candidate for membership of the Appraisal Institute. The Bylaws and Regulations of the Appraisal Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this was prepared. Selected portions of this appraisal report, however, shall not be given to third parties without prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report. This restriction applies particularly as to the valuation conclusions, the identity of the appraisers, or any reference to the Appraisal Institute or the MAI designations.
20. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.
21. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. A detailed analysis of the subject and the ADA could reveal that the property is not in compliance with one or more of the regulations of the act, which could have a negative impact on the value of the subject. However, since no evidence of compliance was provided, and a comprehensive survey of compliance is beyond the scope of the assignment, the possible non-compliance of the subject has not been considered in estimating the Market Value in this report.

Purpose

The purpose of the assignment is to estimate the Market Value “As Is” of the property at 19 West Road in Orleans, Massachusetts as of January 15, 2021. Additionally, a comprehensive analysis of the “as of right” zoning has been conducted to determine the likelihood of special permits or approvals that might impact the value of the site under existing zoning, in conjunction with a highest and best use analysis. Further, determination of the pre-comprehensive permit value is a requirement of the Department of Housing and Community Development’s (DHCD) guidelines (Updated May 30, 2013) outlining the Responsibilities of the Subsidizing Agency, Section B, which states:

1. Land Valuation. The allowable land value of a site for purposes of the Act is the fair market value of the site under current zoning (As-Is Market Value) at the time of submission of a request for Project Eligibility, plus reasonable and verifiable carrying costs (Reasonable Carrying Costs) from that date forward. The acquisition value set forth in the final cost certification of the Project shall not exceed the sum of the As-Is Market Value and Reasonable Carrying Costs. The As-Is Market Value of a site shall be determined by an appraisal.
 - a. Methodology for Conducting Appraisals. While paid for by the Developer, an appraisal under the Act shall be commissioned by (and same as the client) the Subsidizing Agency. An appraisal shall be required for every Project, except as noted below. Appraisers shall be prequalified by the Department and randomly assigned to the Project by the Subsidizing Agency. All prequalified appraisers shall, at a minimum, be a General Real Estate Appraiser licensed by and in good standing with the Massachusetts Board of Registration of Real Estate Appraisers.
 - b. Appraisers shall submit Self-Contained Appraisal Reports to the Subsidizing Agency in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal may, in accordance with USPAP, take into account the probability of obtaining a variance, special permit or other zoning relief, but it must *exclude* any value relating to the possible issuance of a Comprehensive Permit. In order for any appraisal to be deemed value, the Subsidizing Agency must review the appraisal and, after the resolution of any outstanding issues, if any, accept the contents of the appraisal.

The appraisal has been prepared for your use for due diligence assistance, loan underwriting, and decision making.

Scope of the Appraisal

The scope of this appraisal includes the review of the physical characteristics of the property and the current condition of the related markets, inspecting the property, collecting market characteristics and trends, analyzing property data, and arriving at a conclusion of the property's

Market Value “As Is”. Consideration has been paid to each of the three approaches to value including the income capitalization, sales comparison and replacement cost approaches. Market inquiries and Kirk & Company files have been used to determine Market Value. The specific methodology of data collection and analysis, verification and valuation is detailed within this report.

Intended Use of the Appraisal

The appraisal has been prepared for your use (DHCD) for due diligence assistance, loan underwriting, and decision making. Our conclusions, analysis, or appraisal report shall not be used or included in a solicitation, prospectus or offering to prospective investors, limited partners, members or shareholders in a real estate syndicate, real estate investment trust, limited partnership or other investment vehicle.

Property Rights Appraised

The property includes two parcels that aggregate 3.48+- acres, improved with a three-story commercial office building of approximately 34,512 square feet. The property is currently not subject to any long-term lease agreements and was owner occupied by the Cape Cod Five Cent Savings Bank as a headquarters before they vacated the property after construction of a new campus. The property is currently vacant and unoccupied. Therefore, the Fee Simple Estate is appraised. Definitions of fee simple estate, leased fee estate, and leasehold interest follow.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.²

Leased Fee Estate

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.³

² *The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 128

³ *The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 128

Effective Date of Value Estimate

The subject site was last inspected on December 4, 2020. The date of this report is January 15, 2021 and the effective date of the valuation in this report is January 15, 2021.

Exposure and Marketing Time

According to the Dictionary of Real Estate Appraisal (sixth edition) exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Additionally, marketing time is defined as an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. The subject property is well positioned within the neighborhood and is well established within the market, benefits from high exposure and visibility and accordingly. However, it is a large building with a generally limited pool of potential tenants or end users, therefore it is reasonable to assume an exposure and marketing time of approximately 12 months due to the transaction volume of comparable properties within the market at the time and general market conditions for similar properties within the market.

Extraordinary Assumption

According to the Dictionary of Real Estate Appraisal (sixth edition) an extraordinary assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.⁴

Hypothetical Condition

According to the Dictionary of Real Estate Appraisal (sixth edition) a hypothetical condition is a condition that is presumed to be true when it is known to be false. Additionally, it is a condition, directly related to a specific assignment, which is contrary to what is known by the

⁴ *The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 83

appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.⁵

The opinions of value developed within this report are based on the following extraordinary assumptions or hypothetical conditions.

1. It is assumed that any and all required special permits, variances, and approvals have been granted for the current use and any existing improvements at the site.

Definition of Value

“Market Value” means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁶

Identification of the Property

The property consists of two parcels of land at 10 Skaket Corner and 19 West Road in Orleans, MA that aggregate 3.48+- acres of land. Currently improved with a single commercial office building of 34,512 square feet. The subject is currently located in zoning district General Business (GB) and Limited Business (LB) and is zoned for various commercial uses as further discussed within this report. The property is generally very well maintained. The property is further identified by the Orleans Tax Assessor’s Office as parcel numbers 40-6-0 and 40-8-0.

History of the Property

No sales of the property have occurred within the last three years of the date of value. The property is currently subject to a purchase option agreement with an affordable housing developer. The owner of record is The Cape Cod Five Cents Savings Bank by virtue of a deed dated December

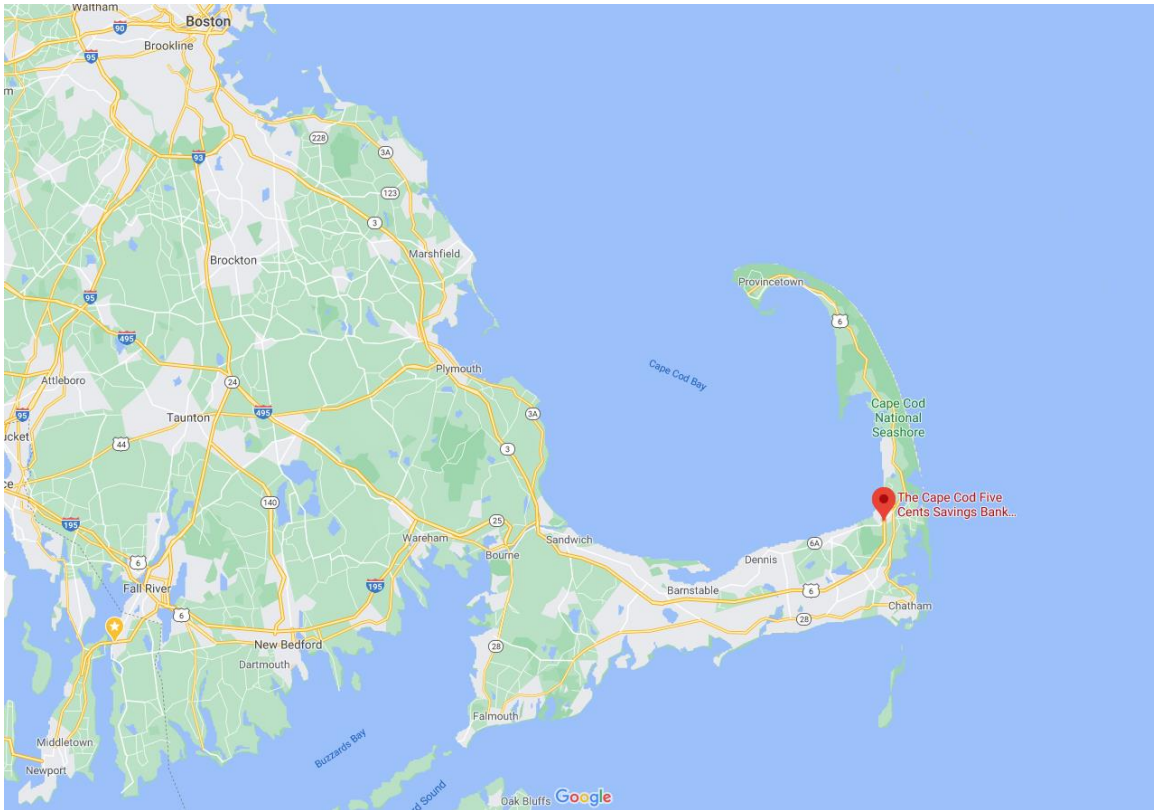
⁵ *The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 113

⁶ Federal Register, Document 75 FR 77449, December 10, 2010, Appendix D – Glossary of Terms

30, 1997 and recorded at the Barnstable County Registry District as Document No. 713,947 on Certificate of Title No. 147139.

The proposed development project consists of the substantial rehabilitation of an existing commercial structure, a new construction addition to the existing structure, and two separate townhome structures. Together, these will provide 62 family rental units, including 52 affordable units and 10 workforce apartments. The existing structure consists of an original, 1978 building and a 1990s addition. The building served as the headquarters and operation center for the Cape Cod Five Cents Savings Bank for the entirety of its existence; most of the staff have vacated the building and the remainder by year end 2020 to the bank's newly built headquarters in Hyannis.

PART II: DESCRIPTIONS, ANALYSIS AND VALUE CONCLUSIONS



Orleans and Region

The subject property is located in the Skaket Corners area of Orleans named for the busy intersection of West Road and Route 6A Main Street. This Skaket Corners area of Orleans is anchored by a Shaw's Grocery Store and CVS Pharmacy in the abutting commercial shopping area to the south. This area is convenient to the Mid Cape Highway Route 6 – the subject actually abuts Route 6 on the west and the entrance and exit ramps are right around the corner. There are a mix of commercial properties and mostly condominium housing along this area of West Road. After the intersection of West Road and Old Colony Road, the neighborhood is residential.

Boston is an important regional center of commerce, culture, finance, medicine and technology. Its medical facilities, universities and advanced research institutions help guarantee continued economic growth. Boston is the capital of Massachusetts and the largest city in New England. Boston is often referred to as "the Hub" because of its role as the center of New England for business, cultural activities, transportation and education. In addition, some of the country's most well-known biotechnology and pharmaceutical companies have been expanding in the Boston market to benefit from the city's superior workforce.

Nationally and regionally economic conditions have significantly improved since the severe economic crisis and Great Recession of 2007-2009. Recent improvements in both the

national the regional economy had indicated signs of sustained modest growth and generally sound economic conditions, however, more recently, the coronavirus outbreak (COVID-19) and global pandemic has caused uncertainty and hardship throughout the economy.

The Federal Reserve Board (Fed), in its July 15, 2020 publication of the Beige Book reported that Economic activity picked up somewhat in the second half of May and June, according to First District business contacts, but largely remained well below year-earlier levels. Retailers reported increased sales in June, with some online purchases exceeding June 2019. Tourism contacts cited much-improved summer bookings in coastal areas compared with cancellations in April and May. Manufacturing results were mixed, but most reported rising revenues. Software and information technology services firms said their businesses were holding steady, with declines in new orders but continuing strength from existing customers. Commercial and residential real estate markets in the region continued to report that activity had paused. Considerable uncertainty characterized respondents' outlooks, as was the case in the May report.

Employment changes were mixed across firms and sectors. One retailer brought back all corporate staff full time on July 1 and plans to bring about 1,800 furloughed warehouse and store employees back to work in August. An online retailer is hiring more workers, particularly customer service, to meet increased demand. Employment among manufacturers was mixed, with some firms hiring many workers and others engaging in layoffs and furloughs. An aerospace manufacturer laid off 7 percent of its workforce and cut salaries for all employees including senior executives. A toy maker furloughed salespeople and complained that production workers had not returned because of generous UI benefits. Responding software and IT services firms said they have continued to pay employees fully, partly funded by declines in operating expenses due to travel cutbacks. Headcount was down since last quarter at two software firms that froze hiring. By contrast, one IT firm continued to hire and said other layoffs in tech made it possible for them to bring on new highly skilled workers.

Prices continued to receive little mention. Manufacturing contacts cited a benign pricing environment with no one reporting significant positive or negative pricing pressure either among their suppliers or in their end-markets. Similarly, most software and IT services contacts reported no current plans to change pricing.

Retail respondents continued to report major disruptions related to COVID-19 shut-downs but, despite the challenges, sales have improved since April. One contact reported increasing

strength week-to-week in June, with women's clothing and outdoor equipment leading sales growth. An online retailer similarly reported increased revenue and continued growth in first-time users. They noted sustained year-over-year increases in sales of home office supplies and, more recently, higher sales of large home appliances, which previously were not a major source of revenue. One retailer whose sales dramatically increased in March and slumped in April and May reported June results at nearly the same level as June 2019. One contacted retailer noted looting and vandalism from the protests in early June at several stores.

Travel industry contacts reported improved bookings of hotel stays and short-term rental properties. In one coastal area, hotel bookings have nearly returned to 2019 levels for July and August. Restaurants in these areas continue to report difficulties adjusting to distancing restrictions, but each successive weekend has resulted in more customers. Air travel, however, remains severely impacted by the pandemic; total air passengers in Boston in June were down more than 85 percent from the same time last year, an improvement from April (down over 97 percent). Cruise traffic has been halted until September.

Experiences varied widely across the eight manufacturing firms contacted this cycle. A frozen fish producer and a maker of cardboard boxes reported very strong demand and sales; the box company said that sales growth slowed in June but was still strong. A toy company said that business had slowed significantly since April, partly because the cessation of movie production hit their media tie-ins, and partly because of production difficulties. An aerospace company said that while defense sales remained strong, commercial aviation declined. Idle planes mean no demand for aftermarket parts; in addition, build rates for new planes are falling because the travel recession is expected to last until 2022 and consequently airlines do not want to take delivery of new planes. A manufacturer and retailer of furniture which closed in March has reopened and hired back most of its employees after securing PPP funding and seeing demand pick up. A travel industry contact reported that goods trade through Boston's port fell in May, with exports down 40 percent and imports down 9 percent from the prior year.

The outlook was somewhat mixed. Most respondents said they expected business to improve over the rest of the year, but the toy maker said they would make significant staff cuts if sales did not improve by August.

Activity at software and IT services firms in the First District remained mostly stable throughout the most recent quarter. All firms reported significant declines in new bookings, but

steady revenue from existing customers. The majority of firms expected to see flat to 2 percent revenue growth, with another firm anticipating low double-digit growth year-over-year attributable to a cloud-based software acquisition finalized earlier this year. Multiple firms noted that what recent demand they have seen, has mostly been for cloud-based product lines.

Respondents were split in terms of optimism, with most remaining concerned regarding the U.S. economy. One medical technology contact noted that their elevated uncertainty may linger through the end of the year as hospitals remain focused on the pandemic. Contacts that reported being more optimistic than last quarter generally cited increased demand for cloud-based services and increased certainty regarding remote operations.

Commercial real estate activity in the First District has remained on pause because of COVID-19. Most contacts reported an increase in sublease availability in the office leasing market. Most tenants were able to pay May and June rents, except for retail tenants who were hit hardest by the pandemic. Warehouses, grocery stores, and pharmacies were among the few robust leasing sectors. Across the region's markets, investment sales activity was slow to nonexistent. All contacts expressed substantial concern about uncertainty.

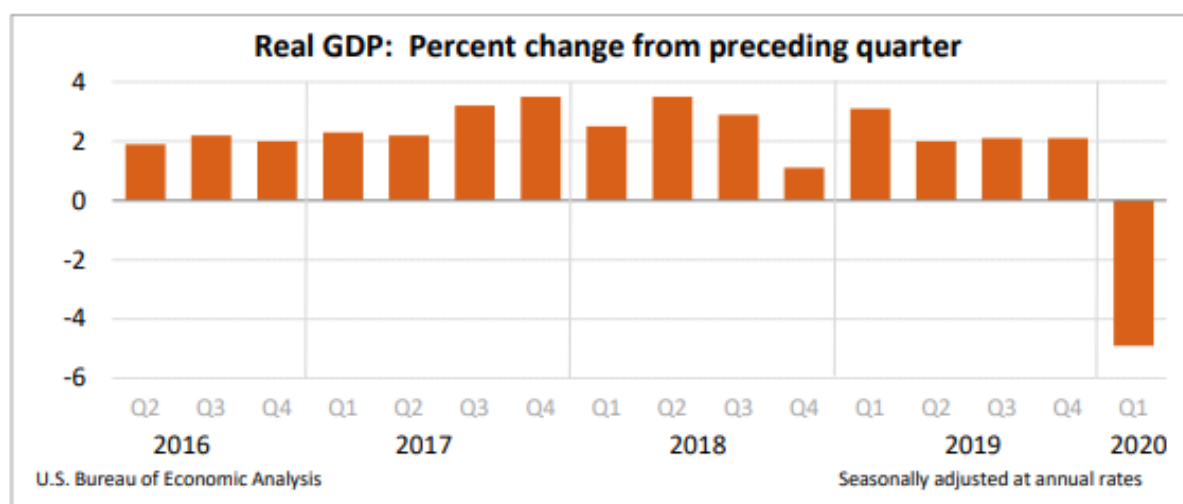
In the Boston area, few leasing transactions have occurred. Vacancies increased in the Boston office market while the industrial leasing market was also quiet, except for warehouse leasing. In the Hartford area, there was little leasing activity; renewals represented the only office leasing market transactions. Hartford's industrial leasing market for buildings over 25,000 square feet was relatively active, but the market for smaller buildings was quiet. In the Providence area, leasing picked up slightly in recent weeks, but most transactions were time-sensitive deals. The pandemic has worsened the historically quiet industrial leasing market in Providence, and contacts expected the availability rate to rise significantly in the near future.

Residential real estate markets in the First District remained slow through May as a result of the COVID-19 pandemic. (All areas reported year-over-year changes from May 2019 to May 2020. Connecticut data were unavailable.) For both single family homes and condos, all reporting areas experienced double-digit decreases in closed sales compared to a year ago. Many contacts indicated they viewed this as a temporary pause in activity, saying people had delayed, rather than cancelled, their plans to buy or sell. Contacts across the region said they anticipate a busy summer as local economies begin to reopen and people who put their plans on hold because of the pandemic

enter the market. However, they also expressed concern that further spread of the virus may cause market activity to slow again.

Residential markets continued to favor sellers. Inventory dropped substantially in all reporting areas for both single family homes and condos. At the same time, median sales prices increased in all areas except for Vermont and condo markets in Boston and Massachusetts. The New Hampshire representative noted "Buyers have been quicker to return to the housing market in force than sellers." Eagerness among buyers to take advantage of exceptionally low mortgage rates is likely contributing to this dynamic.

According to estimates released by the U.S. Commerce Department's Bureau of Economic Analysis (BEA), the gross domestic product (GDP) decreased at an annual rate of 4.8% in the first quarter of 2020, according to the "advance" estimate released by the Bureau of Economic Analysis. In the fourth quarter of 2019, real GDP increased 2.1%. According to the BEA, the decline in first quarter GDP was, in part, due to the response to the spread of COVID-19, as governments issued "stay-at-home" orders in March. This led to rapid changes in demand, as businesses and schools switched to remote work or canceled operations, and consumers canceled, restricted, or redirected their spending. The full economic effects of the COVID-19 pandemic cannot be quantified in the GDP estimate for the first quarter of 2020 because the impacts are generally embedded in source data and cannot be separately identified.

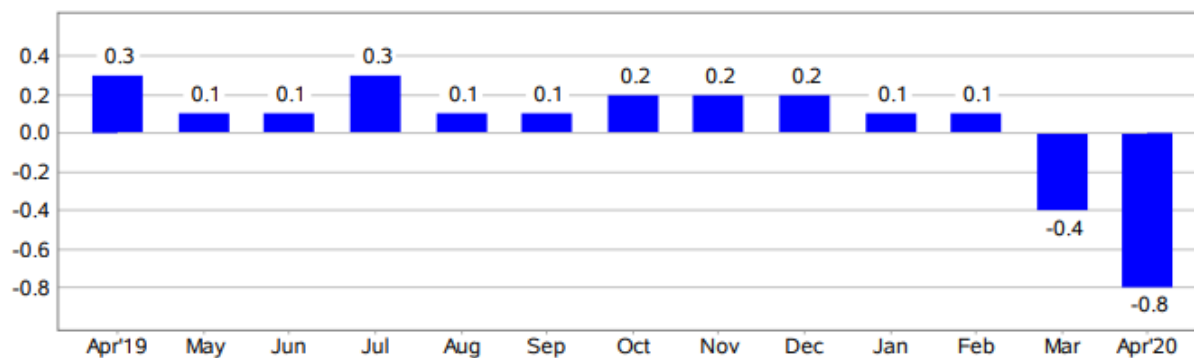


The consumer price index (CPI), as reported by the U.S. Department of Labor, declined 0.8% in April on a seasonally adjusted basis, the largest monthly decline since December 2008, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index

increased 0.3% before seasonal adjustment. A 20.6% decline in the gasoline index was the largest contributor to the monthly decrease in the seasonally adjusted all items index, but the indexes for apparel, motor vehicle insurance, airline fares, and lodging away from home all fell sharply as well. In contrast, food indexes rose in April, with the index for food at home posting its largest monthly increase since February 1974. The energy index declined mostly due to the decrease in the gasoline index, though some energy component indexes rose.

The index for all items less food and energy fell 0.4% in April, the largest monthly decline in the history of the series, which dates to 1957. Along with the indexes mentioned above, the indexes for used cars and trucks and recreation also declined. The indexes for rent, owners' equivalent rent, medical care, and household furnishings and operations all increased in April. The all items index increased 0.3% for the 12 months ending April, the smallest 12-month increase since October 2015. The index for all items less food and energy increased 1.4% over the last 12 months, its smallest increase since April 2011. The energy index fell 17.7% over the last year. In contrast, the food index rose 3.5% over the last 12 months, its largest 12-month increase since February 2012.

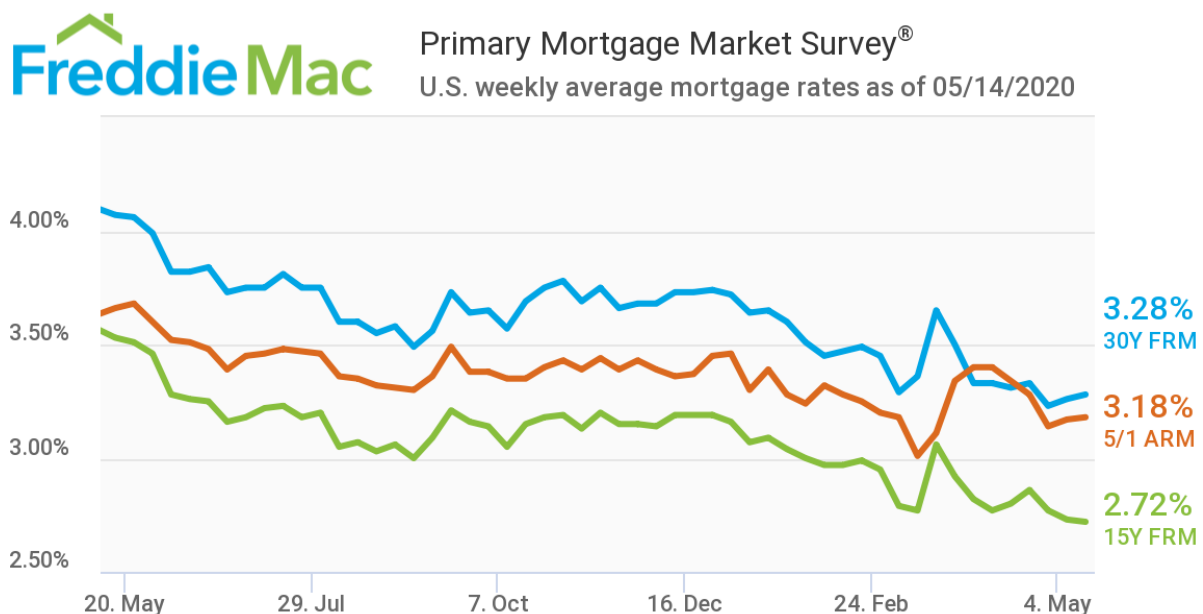
Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Apr. 2019 - Apr. 2020
Percent change



A national consumer confidence index, published monthly by the Conference Board, deteriorated further in April, following a sharp decline in March. The Index now stands at 86.9 (1985=100), down from 118.8 in March. The Present Situation Index – based on consumers' assessment of current business and labor market conditions – also declined considerably, from 166.7 to 76.4. However, the Expectations Index – based on consumers' short-term outlook for income, business and labor market conditions – improved from 86.8 in March to 93.8 this month. According to the Conference Board, "Consumer confidence weakened significantly in April, driven by a severe deterioration in current conditions. The 90-point drop in the Present Situation

Index, the largest on record, reflects the sharp contraction in economic activity and surge in unemployment claims brought about by the COVID-19 crisis. Consumers' short-term expectations for the economy and labor market improved, likely prompted by the possibility that stay-at-home restrictions will loosen soon, along with a re-opening of the economy. However, consumers were less optimistic about their financial prospects and this could have repercussions for spending as the recovery takes hold. The uncertainty of the economic effects of COVID-19 will likely cause expectations to fluctuate in the months ahead."

FreddieMac reported in their May 14, 2020 release, that mortgage rates have stabilized at very low levels over the last few weeks as homebuyer demand slowly improves. Although purchase applications reached a new low in mid-April, today purchase demand is only down ten percent from one year ago. While demand is improving, inventory is low and declining with no signs of a turnaround yet.



Real Estate Market

Both nationally and in Massachusetts, COVID-19 has had an extraordinary impact on economic activity, real estate markets, and personal wellbeing. *Marcus & Millichap 2020 Multifamily Investment Forecast* for the Boston Metro Area indicated that an influx of high paying jobs, particularly in tech and biotech, has increased demand for new units. 2020 is projected to bring the highest number of new units to stock than any year in the past two-decades, with the addition of 9,700 new units, an increase of 3,000 units from 2019. Completions are expected to outpace net absorption levels. Vacancy rates in the Metro are expected to hold in the 3 percent

band, rising by 40-basis-points from the previous year. Rents are projected to increase 5.9% bringing the average effective rate to \$2,550 per month within the Metro. Historically high pricing in the Metro have encouraged investors to seek opportunities in Class B/C product within Downtown Boston, Back Bay and Cambridge. The North Shore has become a destination for investors who are outpriced within Boston.

Additionally, Marcus & Millichap has published a special report outlining COVID-19 impacts in multifamily housing. According to the report, some of the impacts of the increase in unemployment has been mitigated by the recent stimulus and enhanced unemployment assistance payments through the Federal government. Multifamily housing performed exceptionally well over the course of this cycle, driven by the affordability of renting an apartment relative to owning a single-family house, and the younger generations' preference for leases and added amenities. Over the past few years, workforce rentals became increasingly undersupplied, as vacancy was near 20-year lows ending 2019. Among the three segments, Class C vacancy contracted by the greatest margin since 2009's peak, dropping 570 basis points into the mid-3 percent range. Class B vacancy followed closely behind, dropping 330 basis points since the Great Recession peak into the low-4 percent area as of the beginning of this year. Tightening conditions have supported the need for rapid inventory growth; however, rising construction costs have led builders to construct more Class A units, which has not provided much relief for the budget-friendly rental segment. Despite the elevated construction of luxury apartments over the past decade, Class A vacancy has also dipped 230 basis points since 2009 into the 5 percent range, demonstrating robust demand throughout all echelons of multifamily housing.

In the short term, finances will have to be closely watched and managed, as a reduction in rental income is entirely possible, while expenses may rise concurrently. The extra costs to maintain clean common areas through increased labor and sanitation, as well as the likelihood for more maintenance expenses linked to wear and tear as residents spend more time than usual in their apartments will be hurdles. Additionally, owners of newly built apartments will find it more difficult to fill units, as less people are moving around and actively searching for residences. A longer-term headwind could be the slowdown of household creation amid more people moving back in with their families or seeking roommates due to financial burdens. These challenges will dissolve once the economy is returned to full functionality and the health crisis is over, but with no clear timetable it is important for owners to be cognizant of the obstacles they will face.

Overall, sources of capital are available within the market and interest rates and financing terms are generally favorable, even during this uncertain time, however, financing sources are underwriting risk more cautiously. Contacts report that FHA-insured financing for apartments, skilled nursing, and assisted living is available with loan amounts of between 85%-90% of value, with 35-year fixed rate/amortization, non-recourse with no carveouts, and declining annual prepayment structures. As the market continues to adapt to the COVID-19 crisis and response, multifamily capital markets appear to be reopening and reengaging.

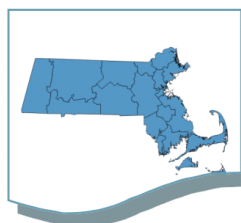
According to HUD PD&R in their Housing Market Profile for the New England market area; sales housing market conditions ranged from balanced to tight across the New England region, reflecting tighter markets during the second quarter of 2020 compared with balanced conditions a year earlier. The months of supply of inventory declined in all states in the region, partially resulting from a reluctance of sellers to list their homes during the pandemic. Sales markets were tight in Maine and Massachusetts with 2.1 months of supply in each state in May 2020, down from 2.9 and 3.0 months, respectively, in May 2019. Markets were slightly tight in New Hampshire, with the months of supply falling from 2.4 to 2.2 months. In Rhode Island, Vermont, and Connecticut, where market conditions were balanced, the months of supply decreased from 3.4 to 2.5 months, from 4.4 to 3.5 months, and from 5.8 to 5.0 months, respectively. In the nation, the months of supply decreased from 3.3 months in May 2019 to 2.5 months in May 2020.

Walker and Dunlop's *Multifamily Outlook Quarterly Report – Spring 2020* published in April reported that the effects of COVID-19 on the housing market are yet to be seen. While the 2008 recession started as a capital markets imbalance, this unprecedented cycle started as a health pandemic. The implications for the housing market are significant. The 2008 recession created a large drag on financial wealth, which more significantly impacted homeowners and left the apartment market relatively unscathed. In contrast, the current pandemic is causing record job losses in low paying jobs, e.g. retail, entertainment, and hospitality, that cannot be continued through work at home conditions. However, homeowners will also be affected in the current cycle, as many small business owners face significant operational difficulties and layoffs and have started at major corporations.

Employment

According to the Massachusetts Department of Unemployment Assistance, the state's seasonally adjusted unemployment rate was 9.5% in September. The September rate was down 1.7% from the revised August rate of 11.2%. The Bureau of Labor Statistics' preliminary job estimates indicate Massachusetts added 36,900 jobs in September. This follows last month's revised gain of 62,500 jobs. Over the month, the private sector added 49,200 jobs as gains occurred in Education and Health Services; Leisure and Hospitality; Trade, Transportation, and Utilities; Other Services; Professional, Scientific, and Business Services; Manufacturing; Construction; Financial Activities; and Information. Government added jobs over the month. From September 2019 to September 2020, BLS estimates Massachusetts lost 351,800 jobs. Losses occurred in each of the private sectors, with the largest percentage losses in Leisure and Hospitality; Other Services; Construction; and Trade, Transportation, and Utilities. The September unemployment rate was 1.7 percentage points above the national rate of 7.9 percent reported by the Bureau of Labor Statistics. The labor force increased by 240,900 from 3,548,600 in August, as 279,000 more residents were employed and 38,000 fewer residents were unemployed over the month. Over the year, the state's seasonally adjusted unemployment rate increased by 6.8 percentage points.

The state's labor force participation rate – the total number of residents 16 or older who worked or were unemployed and actively sought work in the last four weeks – increased to 66.9 percent. Compared to September 2019, the labor force participation rate is down by one percentage point. With regional employment rates hovering around 97%, the labor markets were considered generally tight and the outlook for improving employment conditions remained cautiously optimistic before the COVID-19 pandemic caused significant lockdowns and sheltering in place, impacting labor markets nationally and in Massachusetts.



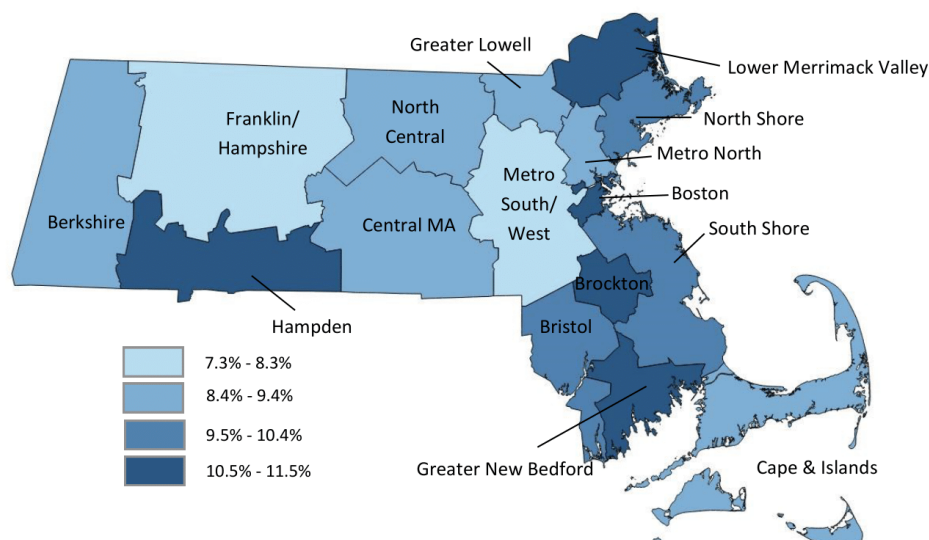
WORKFORCE DEVELOPMENT AREA (WDA) MONTHLY SERIES

Statewide Report

Labor Force and Unemployment Rate

September 2020 (Preliminary)

Published By:

MA Department of
Unemployment Assistance

Workforce Development Area	Labor Force		Employed		Unemployed		Unemployment Rate			
	Sep-20	Aug-20	Sep-20	Aug-20	Sep-20	Aug-20	Sep-20	Aug-20	OTM Δ	OTY Δ
Berkshire County	64,496	61,685	58,569	54,926	5,927	6,759	9.2%	11.0%	↓ -1.8%	↑ 6.2%
Boston	398,857	381,731	355,074	332,569	43,783	49,162	11.0%	12.9%	↓ -1.9%	↑ 8.4%
Bristol County	201,609	191,432	181,690	168,728	19,919	22,704	9.9%	11.9%	↓ -2.0%	↑ 6.8%
Brockton	138,186	131,779	122,700	114,451	15,486	17,328	11.2%	13.1%	↓ -1.9%	↑ 8.3%
Cape & Islands	131,871	131,248	120,506	118,399	11,365	12,849	8.6%	9.8%	↓ -1.2%	↑ 6.1%
Central MA	324,868	307,967	295,288	274,881	29,580	33,086	9.1%	10.7%	↓ -1.6%	↑ 6.2%
Franklin/Hampshire	134,293	125,768	124,003	114,151	10,290	11,617	7.7%	9.2%	↓ -1.6%	↑ 5.1%
Greater Lowell	157,305	149,595	142,729	133,370	14,576	16,225	9.3%	10.8%	↓ -1.6%	↑ 6.6%
Greater New Bedford	117,704	111,424	105,387	97,584	12,317	13,840	10.5%	12.4%	↓ -2.0%	↑ 6.9%
Hampden County	224,049	211,245	198,197	182,517	25,852	28,728	11.5%	13.6%	↓ -2.1%	↑ 7.8%
Lower Merrimack Valley	189,217	180,759	167,797	156,948	21,420	23,811	11.3%	13.2%	↓ -1.9%	↑ 8.3%
Metro North	480,461	457,902	436,696	409,019	43,765	48,883	9.1%	10.7%	↓ -1.6%	↑ 7.0%
Metro South/West	520,138	493,524	482,156	451,926	37,982	41,598	7.3%	8.4%	↓ -1.1%	↑ 5.1%
North Central	138,465	132,240	125,595	117,487	12,870	14,753	9.3%	11.2%	↓ -1.9%	↑ 6.5%
North Shore	239,328	226,830	215,086	199,810	24,242	27,020	10.1%	11.9%	↓ -1.8%	↑ 7.5%
South Shore	303,147	289,309	273,156	255,744	29,991	33,565	9.9%	11.6%	↓ -1.7%	↑ 7.3%
Massachusetts	3,763,994	3,584,438	3,404,629	3,182,510	359,365	401,928	9.5%	11.2%	↓ -1.7%	↑ 6.9%

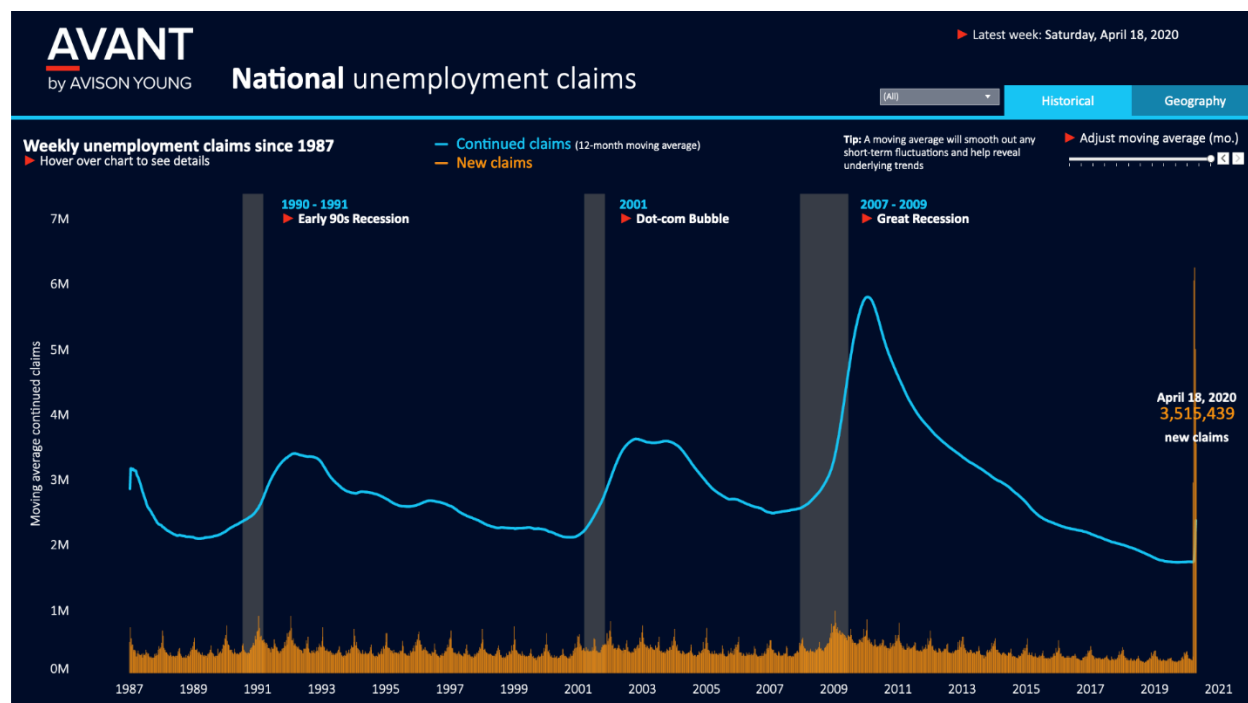
Source: BLS Local Area Unemployment Statistics (LAUS) compiled by MA DUA, not adjusted for seasonality

OTM Δ = Over-the-Month Change

OTY Δ = Over-the-Year Change

For more economic and labor statistics, please go to: <https://lmi.dua.eol.mass.gov/LMI/>This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. ([more...](#))

According to a report titled *Impacts on U.S. Commercial Real Estate* presented by Avison Young, which analyzed national unemployment claims and other data sources, the impacts of COVID-19 have been far reaching, with disruption to some degree affecting every sector within the U.S. economy. Over 30 million Americans have filed for unemployment since the coronavirus pandemic began to shutter businesses across the country in mid-March. The number of claims imply a jobless rate of around 22%, the highest since the Great Depression in the 1930s. That's also far above the peak of 10% reached during the 2009 financial crisis and most recent recession



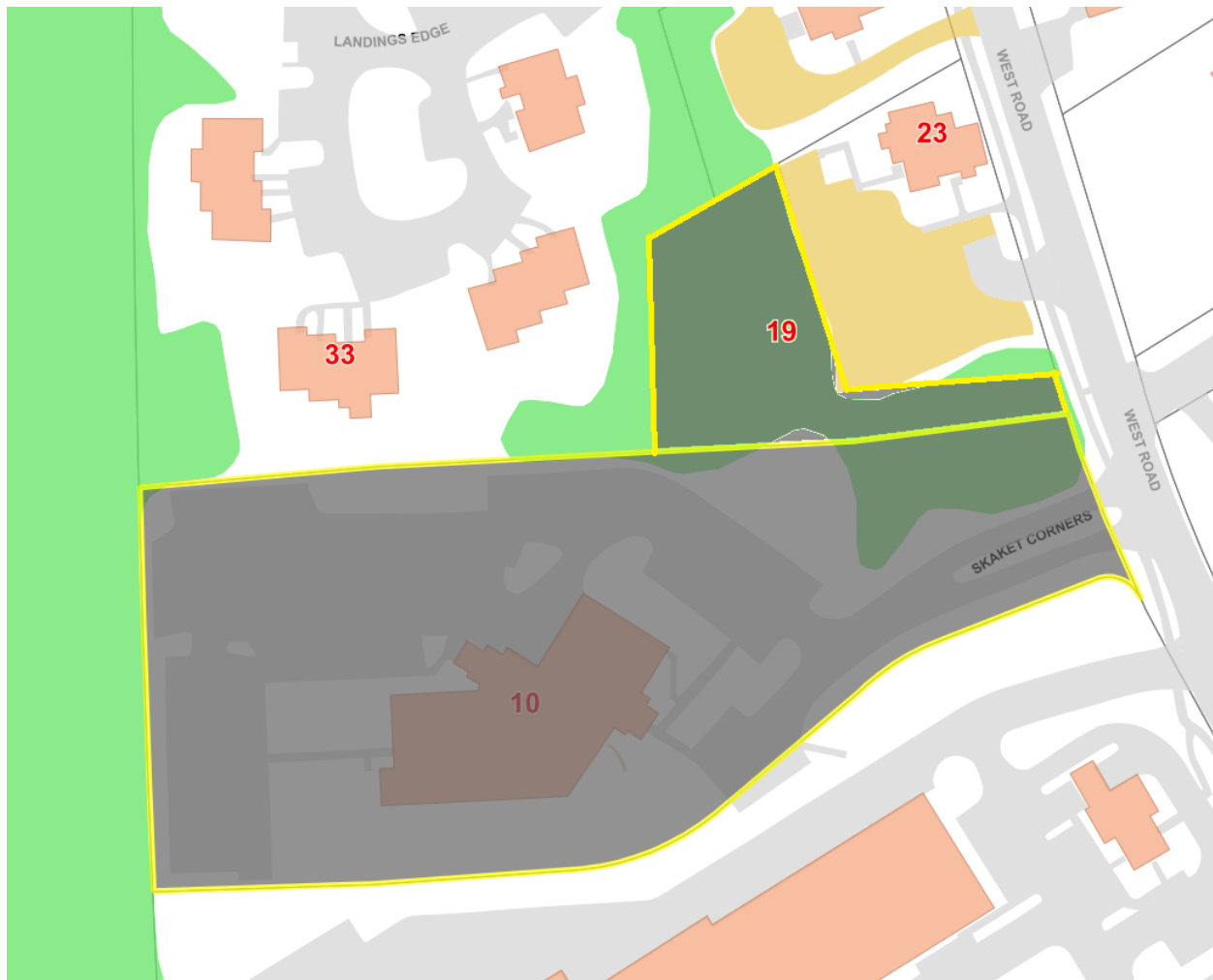
The Bureau of Labor Statistics reported on May 11, 2020 that total nonfarm payroll employment fell by 20.5 million in April, and the unemployment rate rose to 14.7%, the U.S. Bureau of Labor Statistics reported today. The changes in these measures reflect the effects of the coronavirus (COVID-19) pandemic and efforts to contain it. Employment fell sharply in all major industry sectors, with particularly heavy job losses in leisure and hospitality.

CBRE economist Dr. Richard Barkham discussed the labor market in May 2020 and anticipated that the record number of jobs lost over the past few months should begin coming back in Q3 and be largely regained by the end of 2021, according to an analysis by CBRE. Over the past several weeks, 33.5 million workers filed initial claims for unemployment, indicating that the 23 million jobs gained over the past 10 years were suddenly erased. Jobs lost in April alone totaled 20.5 million—the largest one-month drop in the post-World War II period. The good news is that

most job losses were reported as “temporary” and should begin returning in Q3 as an expected economic recovery takes hold. The outlook for sustained employment conditions remains optimistic as the New England economy continues to show signs of improvement in employment and an overall strengthening of the economy after the initial shock of COVID-19 and the impact on economic conditions.

Transportation

Massachusetts benefits from a broad-based and well-established transportation network. Logan International Airport, located in the city of Boston, is one of the country’s most active terminals serving both domestic and international travelers. A large interstate highway system connects Massachusetts with the rest of New England and the country. Interstate 95 connects with State Route 128 and forms the inner loop around Boston, while Interstate 495 forms the outer loop, both of which run in a generally north-south direction. The Massachusetts Turnpike (Interstate 90) originates in Boston and connects the city with points west and upstate New York. The John F. Fitzgerald Expressway (the Central Artery) runs north-south through Boston and connects the north and south shores. The Central Artery Project expanded and depressed the Southeast Expressway and connects the Massachusetts Turnpike to Logan Airport through the Ted Williams Tunnel in an effort to ease traffic congestion and beautify the city of Boston. The principal highway through Somerville and the region is Interstate 93 which connects the region to Boston and points north and south. Massachusetts also has an extensive commuter rail service and subway system, both operated by the Massachusetts Bay Transit Authority (MBTA), serving the greater Boston area.



Site Description

The property consists of two parcels of land at 10 Skaket Corner and 19 West Road in Orleans, MA that aggregate 3.48+- acres of land. Currently improved with a single commercial office building of 34,512 square feet. The subject is currently located in zoning district General Business (GB) and Limited Business (LB) and is zoned for various commercial uses as further discussed within this report. The subject property is improved with a two-story building above grade with a finished basement. Half of the building's basement is walk-out and the other half of the basement is below grade. The most recent use of the subject property was the headquarters for the Cape Cod Five Cents Savings Bank. The subject property is conveniently located near a number of area amenities, public services and public transit opportunities. The site is more specifically defined below.

Area: 3.48+- Acres

Shape:	Irregular (See above plans)
Access:	Vehicular and pedestrian access via West Road
Topography:	Generally level and at grade with street with areas or rolling topography.
Utilities:	Water and sewer, electricity, telephone, natural gas, cable
Soil conditions:	No survey of the soil condition of the subject property has been provided. It is assumed that the site has the capacity to support the existing improvements on the subject.
Easements:	None noted

Neighborhood Qualities

The area surrounding the subject property is generally well kept and has nicely landscaped streetscapes and areas. The area is well occupied, and sidewalks and public areas are generally kept clean and the subject property is well maintained. The mixed-use character of the surrounding area is attributable to its historic Cape Cod aesthetic, proximity to the transportation nodes and local employment, and provide neighborhood residents with access to regional employment.

Site Access

The sites have various vehicular and pedestrian access further described above. The subject site is conveniently located to major interstate highways, public transportation, and neighborhood amenities, enhancing sit access.

Visibility

Because of the location of the subject property near a major, heavily traveled thoroughfare, the site has excellent visibility within the community. Pedestrian visibility is good, and the site is highly visible to passersby in vehicles and on foot due to the concentration of commercial uses within the neighborhood.

Site Qualities

The property aggregates 3.8+- acres of land area and is irregularly shaped. The topography of the subject neighborhood is generally flat and at grade with the street with areas of rolling topography. In addition to the site's proximity to employment centers and interstate roadways, the existing site offers close access to public transportation resources that significantly enhances marketability.

Conclusion

The subject's location is an established mixed-use neighborhood with long-term residential and commercial uses. Orleans is a mixed-use community with pockets of dense commercial and retail uses and is convenient to local highway transportation nodes, regional employment, shopping centers, medical facilities, and institutions. The combination of the subject property's proximity to the regional and neighborhood facilities and transportation networks make the subject an attractive location in the market.

Legal Restrictions

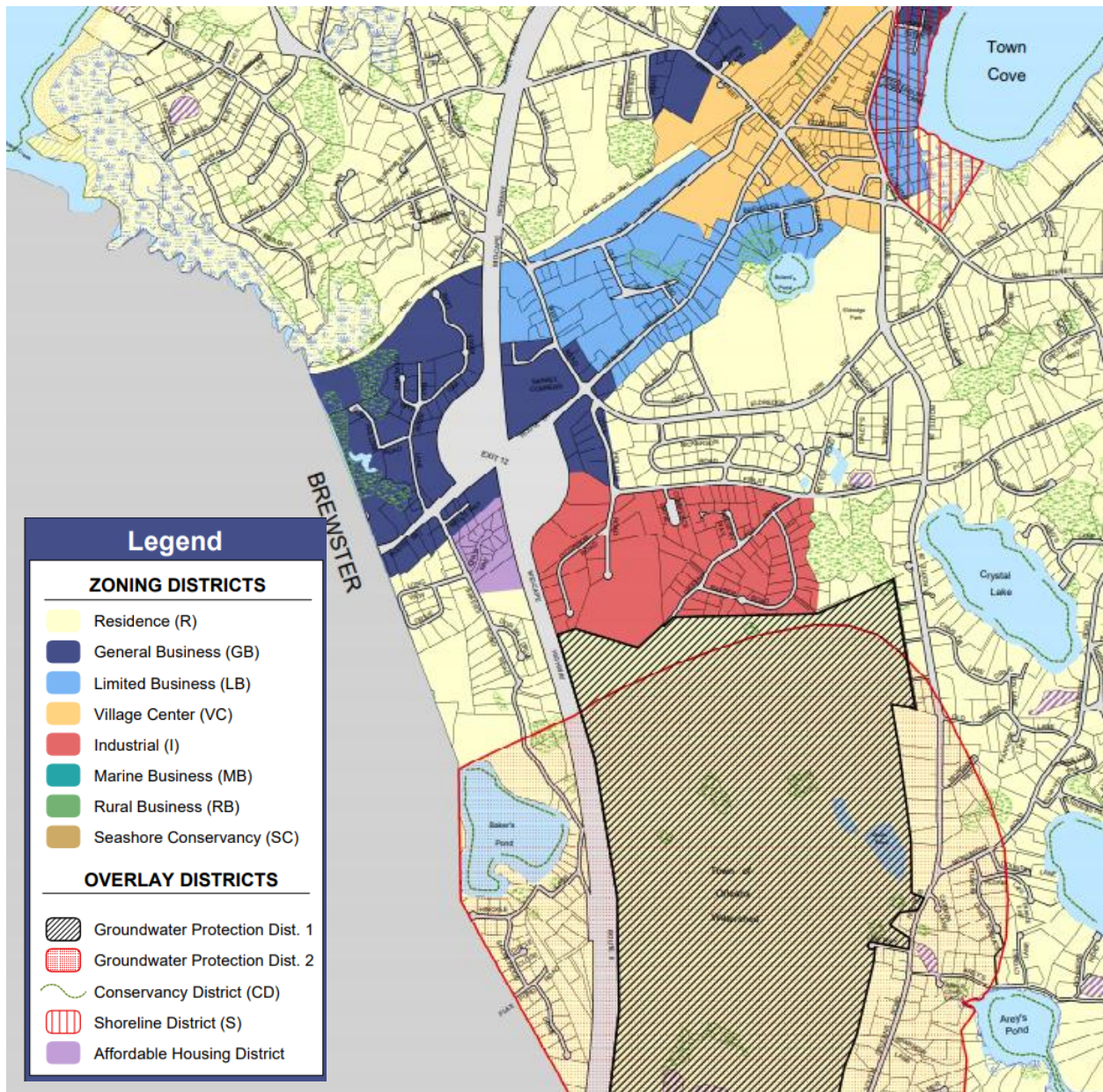
The use of the subject property is restricted by local zoning regulations. The subject is located outside an area of flood hazard.

Zoning Analysis

The subject sites are located within the General Business (GB) and Limited Business (LB) zoning districts. The subject property includes two parcels in two different zoning districts: General Business (GB) and Limited Business (LB). The existing structure is within the General Business-zoned parcel. The GB zoning district allows most commercial uses by right, and apartments by special permit. The LB zoning district requires a special permit for most commercial uses, as well as apartments.

It is assumed that any and all required special permits, variances, and approvals have been granted for the current use and any existing or proposed improvements at the site.

District	Minimum Yard Dimensions (feet)					Maximum Building Height ^{8,10} (feet)	Maximum Lot Shape Number
	Minimum Lot Size	Minimum Frontage	Front	Side	Rear		
	(square feet)	(feet)					
R	40,000 ⁵	150 ^{1,2}	25	25	25	30	22
RB	— ³	100 ¹	25	25	25	30	N/A
LB ¹¹	—	—	25	10	10	30	N/A
GB ¹¹	—	—	25	10	10	30	N/A
VC ¹¹	—	—	See § 164-22, Subsection 1			30 ¹²	N/A
I ¹¹	30,000	100	25	10 ⁷	10 ⁷	30	N/A
CD	—	—	See § 164-15B(7)				—
SC	—	—	See § 164-14			—	—
MB ¹¹	— ³	100 ⁴	25	25	25	30	N/A



Further, the property has been included in a Comprehensive Permit Application (application) under the Department of Housing and Community Development (DHCD) as a 62-unit residential apartment development. The proposed development project consists of the substantial rehabilitation of an existing commercial structure, a new construction addition to the existing structure, and two separate townhome structures. Together, these will provide 62 family rental units, including 52 affordable units and 10 workforce apartments. The existing structure consists of an original, 1978 building and a 1990s addition. The building served as the headquarters

and operation center for the Cape Cod Five Cents Savings Bank for the entirety of its existence; most of the staff have vacated the building and the remainder by year end 2020 to the bank's newly built headquarters in Hyannis.

We have conducted a comprehensive analysis of the existing "as of right" zoning, which included the consideration of special permits, variances, or other factors affecting the value of the site under the existing zoning, in conjunction with a Highest and Best Use analysis and have concluded that it is not reasonable to assume that the subject property could receive zoning relief and appropriate variance(s). Research into existing zoning, precedent for zoning relief and variances in the subject neighborhood, and discussions with the town of Orleans planning department indicate that there is no recent and observable precedent for significant zoning relief in the subject property's zoning district.

ZONING

164 Attachment 1

Town of Orleans

Schedule of Use Regulations

[Amended 5-9-2005 ATM, Art. 34; 5-8-2006 ATM, Art. 23; 5-10-2010 ATM, Art. 25;
5-9-2011 ATM, Art. 28; 5-7-2012 ATM, Arts. 25, 27; 5-12-2014 ATM, Art. 29;
5-12-2014 ATM, Art. 31; 10-16-2017 STM, Art. 14; 10-29-2018 STM, Art. 7; 5-7-2018
ATM by Art. 41]

P= Use Permitted O= Use Prohibited A= Use allowed: A, under Special Permit by
the Board of Appeals as provided in section 164-44

AGRICULTURAL	R	RB	LB	GB	VC⁵	I	CD⁶	SC	MB
Agricultural, horticultural, floricultural, or aquaculture use and uses customarily necessary thereto except piggeries on parcels of less than five acres. [ATM 5/1/78 Article 48]	P	P	P	P	P	P	P	P	P
Cultivation, propagation, storage and sorting buildings in connection with the operation of cranberry bogs	P	P	P	P	P	P	P	P	O
Roadside stand for display and sale of natural products, 100 s.f. in area or larger	O	P	P	P	P	O	O	O	O
INSTITUTIONAL	R	RB	LB	GB	VC⁵	I	CD⁶	SC	MB
Burial grounds operated by a non-profit organization established for the sole purpose of maintaining a cemetery ⁸ [ATM 5/10/93 Article 23]	P	O	O	O	O	O	O	O	O
Educational or municipal uses ⁷	P	P	P	P	P	P	P	P	P
Hospitals, sanatoriums or convalescent homes	O	P	P	P	O	O	O	O	O
Private clubs, except a club operated for profit or the chief activity of which is a service customarily carried on as a business, not providing sleeping accommodations for its members or their guests. [ATM 3/13/73 Article 46]	O	O	P	P	O	O	O	O	O
Religious use ⁷	P	P	P	P	P	P	P	P	P
RESIDENTIAL	R	RB	LB	GB	VC⁵	I	CD⁶	SC	MB
Apartments, subject to the conditions of § 164-31 [ATM 5/1/78 Article 57]	O	A	A	A	A	O	O	O	O
Boys' and girls' camps [ATM 3/13/73 Article 46]	O	O	O	O	O	O	A	O	O
Commercial structures with dwelling units, subject to § 164-32 [ATM 5/11/98 Article 25]	O	P	P	P	P	P	O	O	P

164 Attachment 1:1

Supp 38, Jan 2020

ORLEANS CODE

RESIDENTIAL	R	RB	LB	GB	VC⁵	I	CD⁶	SC	MB
Congregate housing (See § 164-40B)	A	A	A	A	A	A	O	O	A
Conversion of existing dwelling to multiple dwellings, subject to the conditions in § 164-28	O	P	P	P	P	O	O	O	O
Detached 1- or 2-family dwelling	P	P ¹	P	O	O	O	O	O	P ¹
Lodging house [ATM 5/8/84 Article 83]	O	A	A	A	A	O	O	O	O
Open Space Residential Development [ATM 5/7/90 Article 42]	P	O	O	O	O	O	O	O	O
The renting or leasing of not more than 2 rooms, nor to more than 4 persons, by a family resident in a dwelling unit [ATM 5/8/84 Article 81]	P	P	P	P	P	O	O	O	P
COMMERCIAL	R	RB	LB	GB	VC⁵	I	CD⁶	SC	MB
Amusement Park	O	O	O	O	O	O	O	O	O
Art gallery	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Bakery	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Bank	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Barber	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Beauty salon and beauty parlors	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Bicycle repair and sales	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Book store	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Building, sale, rental, charter, storage and repair of boats	O	O	A	P ⁴	P ⁴	A ²	O	O	P ¹
Cobbler	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Contractor Yard	O	O	A	A	O	P ⁴	O	O	O
Crafting and sale of handmade gifts	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Dog Kennels or veterinary hospitals	O	O	O	O	O	P ⁴	O	O	O
Drive-in, drive-through or similar pickup stations	O	O	A	A	O	O	O	O	O
Drug store	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Fabric yarn and art store	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Filling Station or garage	O	O	O	P ⁴	O	P ⁴	O	O	O
Florist shop	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Fruit and vegetable stand	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
General store (food and conveniences)	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Gift Shops, antique shops	O	P ²	P ⁴	P ⁴	P ⁴	O	O	O	O

ZONING

COMMERCIAL	R	RB	LB	GB	VC ⁵	I	CD ⁶	SC	MB
Health club, fitness center	O	P ²	P ⁴	P ⁴	P ⁴	P ⁴	O	O	O
Hotel, Motels and motor inns subject to the conditions of § 164-26	O	O	P ⁴	P ⁴	A	O	O	O	O
Liquor store	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Marinas	A	P ⁴	A	P ⁴	O	P ⁴	O	O	P ⁴
Marijuana cultivator, up to 5,000 s.f. ¹⁰	O	O	A	A	O	A	O	O	O
Marijuana cultivator, more than 5,000 s.f. ¹⁰	O	O	A	A	O	A	O	O	O
Craft marijuana cooperative	O	O	A	A	O	A	O	O	O
Marijuana product manufacturer	O	O	A	A	O	A	O	O	O
Marijuana retailer	O	O	O	O	O	O	O	O	O
Marijuana transporter	O	O	A	A	O	A	O	O	O
Marijuana research facility	O	O	A	A	A	A	O	O	O
Marijuana testing laboratory	O	O	A	A	A	A	O	O	O
Marijuana microbusiness	O	O	A	A	O	A	O	O	O
Medical Marijuana Facility	O	O	O	A	O	O	O	O	O
Miniature Golf Course	O	O	O	O	O	O	O	O	O
Mobile Food Establishment	O	P	P	P	P	O	O	O	P
Museum	O	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	O	O	O
New and Used Motor Vehicle Sales [5/12/2003 Article 22]	O	O	O	O	O	P ⁴	O	O	O
Newspaper or job printing	O	O	O	P ⁴	A	P ⁴	O	O	O
Offices	O	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	O	O	O
Photo store	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Place of assembly [ATM 5/2/83 Article 61]	O	O	O	P ⁴	A	P ⁴	O	O	O
Places of Amusement other than Amusement Park or Miniature Golf Course. [ATM 5/11/92 Article 36]	O	O	O	A	A	A	O	O	O
Post office	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Restaurant, fast food as defined in Section 164-4 [ATM 5/8/89 Article 14]	O	O	O	O	O	O	O	O	O
Restaurant, formula-based	O	O	A	A	O	A	O	O	O
Restaurants with entertainment and sale or dispensation of alcoholic beverages	O	O	A	P ⁴	P ⁴	O	O	O	O
Restaurants without entertainment	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
Restaurants without alcoholic beverages	O	O	A	P ⁴	P ⁴	A ²	O	O	P ¹
Retail Business	O	A ²	A	P ⁴	P ⁴	A ²	O	O	O

164 Attachment 1:3

Supp 38, Jan 2020

ORLEANS CODE

COMMERCIAL	R	RB	LB	GB	VC⁵	I	CD⁶	SC	MB
Retail sale of fishing bait, fish and shellfish	O	A ²	A	P ⁴	P ⁴	A ²	O	O	P ¹
Retail sale of marine fishing and boating supplies	O	A ²	A	P ⁴	P ⁴	A ²	O	O	P ¹
Sale of agricultural, landscaping supplies (as a primary use) [5/13/2002 Article 24]	O	O	A	P ⁴	O	P ⁴	O	O	O
Service or public utility	O	O	A	P ⁴	O	P ⁴	O	O	O
The retail sale of agricultural, farming, gardening and landscaping needs and supplies, processing of trees, stumps and brush. [ATM 5/4/81 Article 34]	O	O	A	P ⁴	O	P ⁴	O	O	O
TV repair	O	P ²	A	P ⁴	P ⁴	A ²	O	O	O
WHOLESALE AND STORAGE	R	RB	LB	GB	VC⁵	I	CD⁶	SC	MB
Sale of fishing bait, fish and shellfish	O	O	O	O	O	A	O	O	P
Wholesale Business	O	O	O	O	O	P	O	O	O
INDUSTRY AND MANUFACTURING	R	RB	LB	GB	VC⁵	I	CD⁶	SC	MB
Light Industry or manufacturing	O	O	O	A	A	P	O	O	O
OTHER USES	R	RB	LB	GB	VC⁵	I	CD⁶	SC	MB
Amateur Radio Tower	P	P	P	P	P	P	P	P	P
Commercial and non-commercial Wind Energy Facilities [ATM 5/10/04 Article 23]	A	A	A	A	O	A	A	A	A
Communication Appurtenance (excluding towers and monopoles) [ATM 5/19/97 Article 29]	O	A	A	P	A	P	O	O	O
Communication Buildings [ATM 5/19/97 Article 29]	O	O	A	P	A	P	O	O	O
Communication Monopole [ATM 5/19/97 Article 29]	O	O	O	A	O	P	O	O	O
Communication Towers [ATM 5/19/97 Article 29]	O	O	O	O	O	A	O	O	O

ZONING

ACCESSORY USE	R	RB	LB	GB	VC ⁵	I	CD ⁶	SC	MB
Accessory dwelling (See § 164-40A) [ATM 5/6/85 Article 63]	P	P	P	P	P	P	O	O	P
Accessory scientific use (see § 164-16) [ATM 5/1/78 Article 48]	A	A	A	A	A	A	A	A	A
Building for the raising, boarding or breeding of dogs or livestock by principal occupant of agricultural premises	A	P	A	O	O	O	O	O	O
Garage, barn and boathouse for the principal occupant of residential premises [STM 6/8/72 Article 16]	P	P	P	A	A	O	O	O	P
Guest House	P	P ⁴	P	O	O	O	O	O	P ⁴
Roadside stand, for products raised on the premises, less than 100 s.f. in area	P	P	P	P	P	P	P	P	P
Shed or other building to house maintenance equipment and supplies for apartment complex [ATM 5/6/82 Article 49]	O	A	A	A	A	O	O	O	O
Storage Trailers	O	O	O	O	O	P ⁹	O	O	O
The use of a room or rooms in a dwelling, the use of premises or buildings thereon by resident occupants for a recognized profession and for customary home occupations as defined in § 164-4	A	P	P	O	O	O	O	O	P

NOTES:

- (1) Intending that the retail business be incidental to and directly related to permitted use. [ATM 3/13/73 Article 46]
- (2) Total retail business floor area, exclusive of storage and office space, shall be limited to 1,500 sq. ft. per business. No parking within the Front and Side yard setbacks is permitted.
- (3) Must conform to minimum lot size currently in force in the Residential District. Any lot which existed prior to March 9, 1971 which contains 15,000 sq. ft. but less than the current minimum area may be used for a single-family dwelling but not for a two-family dwelling or a guest house, or any lot which existed prior to August 2, 1973 containing at least 20,000 sq. ft. but less than the current minimum area may be used for a single-family dwelling but not for a two-family dwelling or a guest house.
- (4) Except "A" if creating more than 2,500 square feet of gross floor area in commercial use whether through new construction, addition, or change of use. Such special permits are subject to § 164-38 and § 164-39. The calculation of the total gross floor area in commercial use shall include all existing and proposed floor area.
- (5) See § 164-19.1 for possible exclusions in the VC District.

Flood Zone

The subject property is located outside of a flood zone on the Flood Insurance Rate Map (FIRM) 25001C0417J, dated July 16, 2016, published by RiskMeter.



RiskMeter

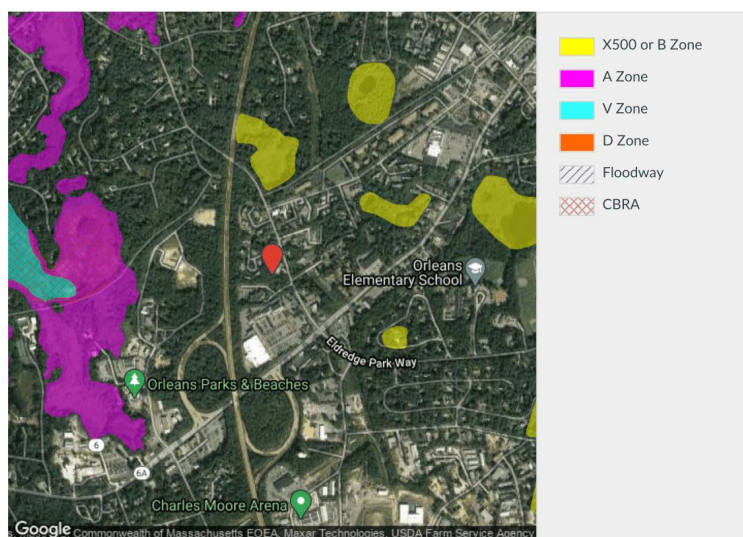
19 WEST RD ORLEANS, MA 02653-3204

LOCATION ACCURACY: Excellent

Flood Zone Determination Report

Flood Zone Determination: **OUT**

COMMUNITY	250010	PANEL	0417J
PANEL DATE	July 16, 2014	MAP NUMBER	25001C0417J



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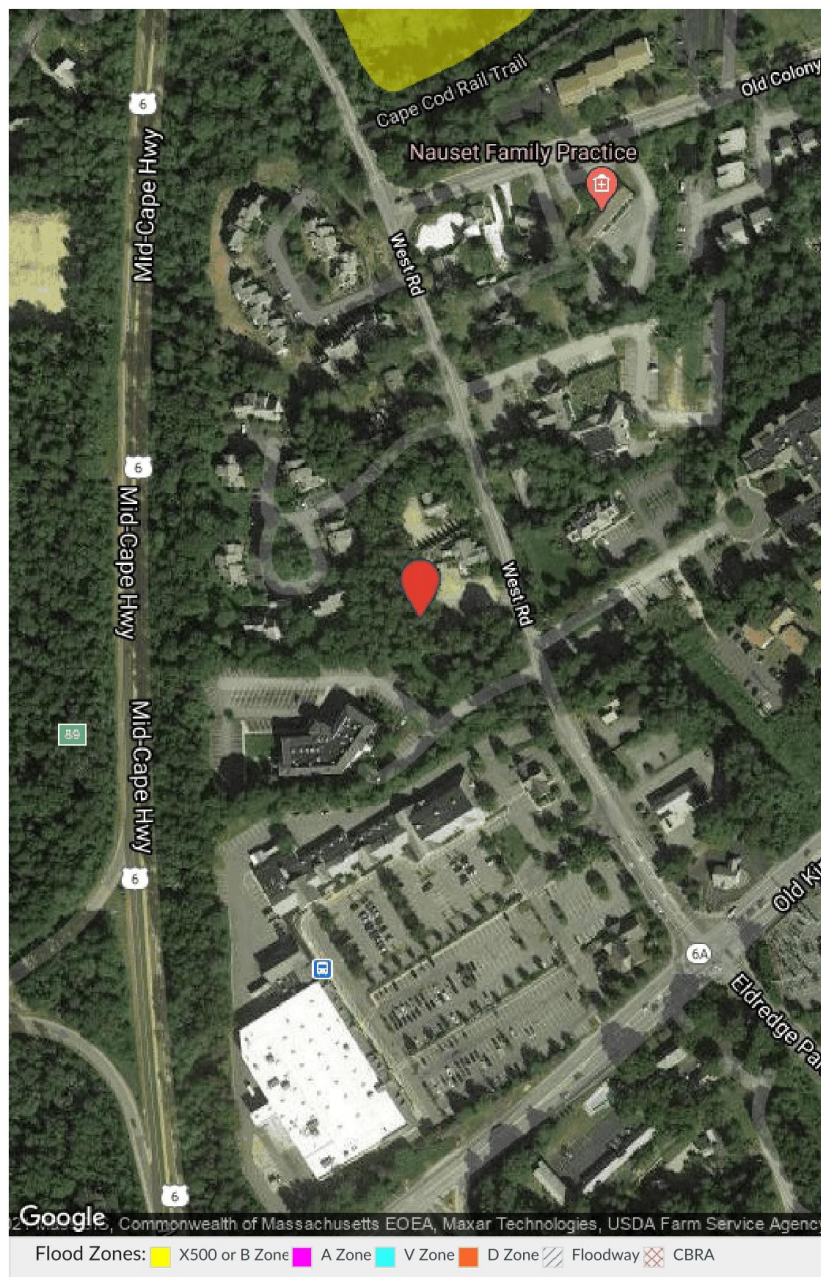
Report generated Jan 15, 2021 by dsk@kirkco.com

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RiskMeter

Overview Map



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Taxes and Assessment Data Analysis

The property is subject to local real estate taxes from the Town of Orleans. These taxes are based on the assessed value of the subject, as determined by the town. The current taxes encumbering the subject are based on the assessment for the fiscal year 2021 (FY21) at a rate of \$7.84 per \$1,000 for all property types. The subject is assessed based on a 100% assessment. A review of the records at the Acton assessor's office reveals that the subject is assessed and taxed as indicated on the following chart.

Real Estate Tax Assessment

Parcel ID	40-5-0	40-8-0	Total
Zoning District	LB	GB	
Tax Rate - Commercial	\$7.84	\$7.84	\$15.68
Land Value	\$194,600	\$506,400	\$701,000
Building Value	\$0	\$4,324,300	\$4,324,300
Extra Features	\$0	\$54,300	\$54,300
Yard Items	\$0	\$0	\$0
Total Value	\$194,600	\$4,885,000	\$5,079,600
Land Area (sq. ft.)	20,473	126,760	147,233
Land Assessment/sq. ft.	\$9.51	\$3.99	\$4.76
Building Area	-	23,078	23,078
Building Assessment/sq. ft.	\$0.00	\$187.38	\$187.38
Total Assessment/sq. ft.	\$9.51	\$191.37	\$192.14
CPA or Other Tax	\$0	\$0	\$0
Total Tax Burden	\$1,526	\$38,298	\$39,824
SF of Land Area			147,233
Tax Per SF			\$0.27
Assessment Per SF			\$220.11

Source: Town of Orleans Assessors's Office

SF of Building Area	23,078
Tax Per SF	\$1.73
Assesment Per SF	\$220.11

In the fiscal year 2021 (FY21), the assessed value of the subject, as determined by the Town of Orleans, is \$5,079,600. The FY20 tax rate is \$7.84 per \$1,000 for commercial property types, which equates to an estimated FY21 tax burden of \$39,824 for the property.

Highest and Best Use

Highest and Best Use is defined as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."⁷

In examining the highest and best use, two separate analyses are made:

- (1) **Highest and best use of land or a site as though vacant.** Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.⁸
- (2) **Highest and best use of property as improved.** The use that should be made of a property as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total Market Value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.⁹

As indicated in the definitions, highest and best use applies to both the site as if it were vacant and as it is improved. In estimating the value of a property, it is important to establish the use that would bring the highest value to the land if the property were vacant. The highest and best use of the site as vacant sets the standard for evaluating the property as it is improved. In estimating the highest and best use, both as vacant and as improved, a four-step analysis is completed in which potential uses that are not legally permissible, physically possible, financially feasible or maximally productive are eliminated until only the highest and best use remains.

⁷*The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 109

⁸*The Dictionary of Real Estate Appraisal, Fourth Edition*, Appraisal Institute, Chicago, IL 2002 Page 135

⁹*The Dictionary of Real Estate Appraisal, Fourth Edition*, Appraisal Institute, Chicago, IL 2002 Page 135

As Vacant

Legally Permissible

The subject sites are located within the General Business (GB) and Limited Business (LB) zoning districts. The subject property includes two parcels in two different zoning districts: General Business (GB) and Limited Business (LB). The existing structure is within the General Business-zoned parcel. The GB zoning district allows most commercial uses by right, and apartments by special permit. The LB zoning district requires a special permit for most commercial uses, as well as apartments. If the site were vacant, the subject property could be developed with commercial office building or mixed-use development subject to as-of-right zoning.

Further, the property has been included in a Comprehensive Permit Application (application) under the Department of Housing and Community Development (DHCD) as a 62-unit residential apartment development. The proposed development project consists of the substantial rehabilitation of an existing commercial structure, a new construction addition to the existing structure, and two separate townhome structures. Together, these will provide 62 family rental units, including 52 affordable units and 10 workforce apartments. The existing structure consists of an original, 1978 building and a 1990s addition. The building served as the headquarters and operation center for the Cape Cod Five Cents Savings Bank for the entirety of its existence; most of the staff have vacated the building and the remainder by year end 2020 to the bank's newly built headquarters in Hyannis.

We have conducted a comprehensive analysis of the existing "as of right" zoning, which included the consideration of special permits, variances, or other factors affecting the value of the site under the existing zoning, in conjunction with a Highest and Best Use analysis and have concluded that it is not reasonable to assume that the subject property could receive zoning relief and appropriate variance(s). Research into existing zoning, precedent for zoning relief and variances in the subject neighborhood, and discussions with the town of Orleans planning department indicate that there is no recent and observable precedent for significant zoning relief in the subject property's zoning district.

Physically Possible

The subject property includes 4.38+- acres of land area. The subject property has physical characteristics that do not significantly detract from its development potential. The physical

characteristics of the land are comparable to that of neighboring comparable land zoned for commercial office uses.

Financially Feasible

There is a generally stable market for the development of land for commercial office uses within the region, however, speculative development is limited because of the recent uncertainty within commercial office markets surrounding the COVID-19 Pandemic. If the site were vacant, the development of commercial office or mixed use would be feasible under existing market conditions because the value of the finished improvements would be more than the cost of construction.

Maximally Productive

If the site were currently vacant and unimproved, the use that would serve to maximize returns while conforming to the legal and physical constraints on the site would be a site for commercial office or mixed-use development.

As Improved

Legally Permissible

The subject sites are located within the General Business (GB) and Limited Business (LB) zoning districts. The subject property includes two parcels in two different zoning districts: General Business (GB) and Limited Business (LB). The existing structure is within the General Business-zoned parcel. The GB zoning district allows most commercial uses by right, and apartments by special permit. The LB zoning district requires a special permit for most commercial uses, as well as apartments.

Further, the property has been included in a Comprehensive Permit Application (application) under the Department of Housing and Community Development (DHCD) as a 62-unit residential apartment development. The proposed development project consists of the substantial rehabilitation of an existing commercial structure, a new construction addition to the existing structure, and two separate townhome structures. Together, these will provide 62 family rental units, including 52 affordable units and 10 workforce apartments. The existing structure consists of an original, 1978 building and a 1990s addition. The building served as the headquarters and operation center for the Cape Cod Five Cents Savings Bank for the entirety of its existence; most of the staff have vacated the building and the remainder by year end 2020 to the bank's newly built headquarters in Hyannis.

We have conducted a comprehensive analysis of the existing "as of right" zoning, which included the consideration of special permits, variances, or other factors affecting the value of the site under the existing zoning, in conjunction with a Highest and Best Use analysis and have concluded that it is not reasonable to assume that the subject property could receive zoning relief and appropriate variance(s). Research into existing zoning, precedent for zoning relief and variances in the subject neighborhood, and discussions with the town of Orleans planning department indicate that there is no recent and observable precedent for significant zoning relief in the subject property's zoning district.

Physically Possible

The subject property includes 4.38+- acres of land area and is improved with a three-story commercial office building. The subject property has physical characteristics that do not significantly detract from its development potential. The physical characteristics of the land are comparable to that of neighboring comparable land zoned for commercial office use.

Financially Feasible

The site is currently improved with a high-quality commercial office building that was recently owner occupied as a bank headquarters. The subject property is well positioned within the neighborhood and is well established within the market, benefits from high exposure and visibility and accordingly. However, it is a large building with a generally limited pool of potential tenants or end users. It would be financially feasible to continue the use as a commercial office building or convert portions of the building to develop a mixed-use model.

Maximally Productive

The use that would serve to maximize returns while conforming to the legal and physical constraints on the site would be the continued use of the property for commercial office space or the conversion of a portion of the building to develop a mixed-use model.

The Valuation Process

The valuation process is a "systematic set of procedures an appraiser follows to provide answers to a client's questions about real property value."¹⁰ The valuation process involves applying three approaches to market value to the subject in order to arrive at a reliable market and investment value conclusion. The three approaches are: the cost approach, the income capitalization approach, and the sales comparison approach. These three approaches are also considered in an appraisal at Market Value; however, the Sales Comparison Approach to valuation is the most appropriate for representing the characteristics of the subject property.

The cost approach is "a set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including and entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised."¹¹ The cost approach is particularly applicable when the improvements have recently been built and when there is an active market for new construction from which to extract land sales and comparable building costs. The cost approach has not been used for this valuation because the site is currently improved with a small commercial building with limited market potential and the highest and best use is a site for development.

The income capitalization approach is "specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income."¹² This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate. The income capitalization approach has not been used as a primary indicator of value because the property was not income-producing property and was owner occupied by the Cape Cod Five Cent Savings Bank prior to their move to a new campus. The property is currently vacant and unoccupied.

¹⁰*The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 243

¹¹*The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 54

¹²*The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 115

The sales comparison approach is "the process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available."¹³ The Sales Comparison Approach has been considered as the primary methodology for determining the value of the property.

Final reconciliation is "the last phase in the development of a value opinion in which two or more value indications derived from market data are resolved into a final value opinion, which may be either a range of value, in relation to a benchmark, or a single point estimate."¹⁴

¹³*The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 207

¹⁴*The Dictionary of Real Estate Appraisal, Sixth Edition*, Appraisal Institute, Chicago, IL 2015 Page 91

Sales Comparison Approach

The Sales Comparison Approach is based upon the principle of substitution which states that a prudent buyer would not pay more for a property than it would cost to acquire a comparable substitute property. This approach involves direct comparison of the property being appraised to other similar type properties that have sold or are currently offered for sale. Since no two properties are ever identical, adjustments for differences in property rights transferred, financing, market conditions, quality, location, size and market appeal are often necessary.

There is a generally active market for commercial office buildings within the region, however, few comparables of the size and scale of the subject are located within Orleans, as further discussed in the valuation section of this report. The site sales based on price per square foot of building area have been adjusted for differing characteristics in order to provide an indication of the market value of the subject property. The sales bracket the subject in terms of comparability of quality, location, size and market appeal. In comparing and adjusting the sales to the subject in order to arrive at an indication of the market value of the subject property, a judgment of the sales' superiority or inferiority based on a number of specific characteristics is made. These characteristics include property rights transferred, the conditions of each sale and any unusual financing, changing market conditions, locational characteristics, and physical characteristics.

The sales differ in their comparability with the subject in conditions of sale, market conditions at the time of sale, location, and physical characteristics including size, configuration and the use for each property. Recent sales of comparable properties have been researched and compared to the subject. The most appropriate unit of comparison for these improved sales is price per unit of residential housing. Generally, within the region, there has been moderating pressure on asset prices as the commercial office market continues to face uncertainty and transaction volume and demand vary widely from community to community and is heavily dependent on proximity and access to transportation infrastructure neighborhood uses. The subject property is generally well located and well placed within the market, however, is a unique asset for the town of Orleans. There are limited sales of comparable properties, however, four sales of comparable properties between 2018 and today were observed. The properties are generally comparable commercial office properties within the region. The four most comparable sales to the subject are summarized below in a chart describing each of the sales and their comparability

to the subject property. The sales of properties surveyed ranged from \$1,500,000 to \$6,975,000 and from \$130 to \$167 per square foot of building floor area, before adjustment.

In order to refine the indicated value of the subject property, the site sales have been analyzed for differing characteristics that have an impact on value including: property rights transferred, financing conditions, conditions of sale, changing market conditions, location and physical characteristics of each improvement and site and the subject. These comparable sales have been adjusted for changing market conditions and also the physical similarities of the properties.

Comparable Sales Comparative Grid

	Subject Property	Comp 1	Comp 2	Comp 3	Comp 4
Address	19 West Road	100 Independence Drive	20 Independence Drive	186/212 MidTech Drive	81 Technology Park Drive
City	Orleans, MA	Hyannis, MA	Hyannis, MA	Yarmouth, MA	Falmouth, MA
Sale Date		8/31/2018	4/13/2020	6/14/2019	LISTING
Book/Page		31505/9	32826/228	C219782/0	LISTING
Sale Price		\$6,975,000	\$2,615,000	\$1,500,000	\$2,995,000
Building Area - SF	34,512	46,684	15,620	10,680	23,000
Price/Unit		\$149	\$167	\$140	\$130
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment - %		0%	0%	0%	0%
Adjustment - \$		\$0	\$0	\$0	\$0
Financing	Conventional	Conventional	Conventional	Conventional	Conventional
Adjustment - %		0%	0%	0%	0%
Adjustment - \$		\$0	\$0	\$0	\$0
Condition of Sale	Normal	Normal	Normal	Normal	Normal
Adjustment - %		0%	0%	0%	0%
Adjustment - \$		\$0	\$0	\$0	\$0
Market Conditions	Current	2018	2020	2019	LISTING
Adjustment - %		0%	0%	0%	-5%
Adjustment - \$		\$0	\$0	\$0	(\$149,750)
Location	Good	Excellent	Excellent	Very Good	Very Good
Adjustment - %		-20%	-20%	-10%	-10%
Adjustment - \$		(\$1,395,000)	(\$523,000)	(\$150,000)	(\$299,500)
Physical Characteristics	Very Good	Very Good	Very Good	Good	Very Good
Adjustment - %		0%	0%	5%	0%
Adjustment - \$		\$0	\$0	\$75,000	\$0
Land Area - SF	190,793	340,204	106,286	60,113	243,936
Adjustment - %		0%	0%	0%	0%
Adjustment - \$		\$0	\$0	\$0	\$0
Net Adjustments - %		-20%	-20%	-5%	-15%
Net Adjustments - \$		(\$1,395,000)	(\$523,000)	(\$75,000)	(\$449,250)
Adjusted Sale Price		\$5,580,000	\$2,092,000	\$1,425,000	\$2,545,750
Adjusted Sale Price/SF		\$120	\$134	\$133	\$111
Range - \$/SF	\$111-\$134				
Average - \$/SF	\$124				
Median - \$/SF	\$126				

Property Rights

All of the sales were considered fee simple estates therefore there no adjustment is necessary.

Financing and Conditions of Sale

All of the sales are arm's length transactions with the buyers and sellers acting out of self-interest. There is no evidence of seller financing or other advantageous financing. Therefore, no adjustment is required for financing.

Market Conditions

Most sales and listings are generally current and occurred between 2018 and the present. An analysis of the general market indicates consistent pricing over time as demand has been generally stable over the period. Current conditions are somewhat tempered by concern over unstable interest rate environments and uncertainty over the potential impacts of a recession in the wake of the COVID-19 pandemic, however, the multifamily, industrial, and life sciences markets within the New England area have seen increased demand and therefore an adjustment to account for the passage of time has been made.

Location

Location is an important characteristic in the value of an industrial property. The subject property is very well located in Orleans, MA. The area surrounding the subject property consists predominantly of commercial uses with a mixture of additional uses including housing and neighborhood and community retail and office uses. The sales are located in the markets surrounding the subject and provide generally similar conditions to that of the subject property, however, an adjustment has been made to account for the locations of select comparables.

Physical Characteristics

The sales were generally comparable in their improvement and physical condition; however, an adjustment has been made to account for the density and physical characteristics of select comparables.

Value Conclusion

A comparative analysis of the sales indicates that the primary difference between the sales and the subject is location and physical condition. The adjusted sales surveyed ranged from \$1,425,000 and \$5,580,000 and from \$111 to \$134 per square foot of floor area, with an average

of \$124 and a median of \$126 per square foot, after adjustment. Sale 4 most closely resembles the subject property and is considered to be most comparable and therefore, an estimate at the low end of the range of approximately \$110 per square foot of area is considered reasonable based on the above analysis and the physical condition and location of the property and has been used to indicate value derived from the Sales Comparison Approach resulting in a total of \$3,796,320, rounded to \$3,800,000.

Reconciliation and Final Value Estimate

In appraising the market value of the fee simple estate in the subject property, the Cost Approach, Sales Comparison Approach and Income Capitalization Approach have been considered. The replacement cost estimate for the subject property has not been used as an indication of the market value of the subject property because the highest and best use is a site for development. The income capitalization approach has not been used as a primary indicator of value because the property is currently owner occupied and highest and best use is a site for development. The elimination of the Cost Approach and Income Capitalization Approach does not affect the reliability of the value estimates determined by the Sales Comparison Approach.

The Sales Comparison Approach has been considered as an appropriate method of support for estimating the market value of the subject property, as there are sales of comparable office properties within the market with similar physical characteristics. In arriving at the value of the subject property, reliance has been placed on the value indication from the Sales Comparison Approach. The sales comparison approach has included commercial office buildings within the Cape Cod market and surrounding markets within the region. The sales provide a sound indication of the value of the subject supported with qualitative adjustments to position the subject in the market based on the current condition of the property and the market for comparable properties with similar physical characteristics and improvement. The derived value appears reasonable based on the characteristics of property, current listings and recent sales, and recent market surveys, and serves as an overall indication of value of the subject.

Our opinion of the Market Value 'As Is', of the subject property at 19 West Road in Orleans, MA, subject to the assumptions and limiting conditions within this report and as of January 15, 2021 is:

THREE MILLION EIGHT HUNDRED THOUSAND U.S. DOLLARS
\$3,800,000

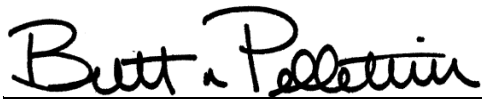
Appraisal Certification Statement

I certify that, to the best of my knowledge and belief:

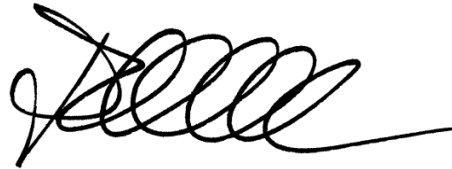
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as a market analyst or appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I (Brett N. Pelletier) have made a personal inspection of the property that is the subject of this report. I (David S. Kirk) have not made a personal inspection of the property that is the subject of this report.
- Brett N. Pelletier and David S. Kirk are competent to appraise the subject property. Both Mr. Kirk and Mr. Pelletier are state certified general real estate appraisers in Massachusetts and have had substantial experience appraising all types of residential and commercial properties. Mr. Pelletier is a state certified general real estate appraiser in Rhode Island, Connecticut, New York, and New Hampshire. No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I (Brett N. Pelletier) have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute. I am currently certified under this program through June 30, 2021.
- As of the date of this report, I (David S. Kirk) have completed the continuing education program for Designated Members of the Appraisal Institute. I am currently certified under this program through December 31, 2021

Sincerely,



Brett N. Pelletier, CRE®, MRA, FRICS®
Kirk&Company
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617-261-7100
Bpelletier@kirkco.com



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Part III: Appendices

1. Qualifications of the Appraisers
2. Purchase Option Agreement

Appendix 1

Qualifications of the Appraisers

David S. Kirk, CRE, MAI, FRICS***Principal and Founder***

For over 45 years, David Kirk has served institutional clients and high net worth individuals as a property and investment counselor. In 1993, he established Kirk & Company as a continuation and expansion of his real estate counseling and investment activities during his 22-year tenure as a principal at the Boston Financial Group. Kirk & Company provides clients with real estate valuation and counseling services for all types of commercial property on a national basis with a concentration on income-producing property within New England. Clients include non-profit, community, and private developers, non-profit organizations, institutional investors, lenders, municipalities, public housing authorities, and government agencies.

Prior to founding Kirk & Company in 1993, he was a Senior Vice-President and Principal of The Boston Financial Group, and the Director of the Boston Financial Consulting Group, a division within the company that offered real estate consulting services. Prior to 1971, Mr. Kirk was an account executive with Landauer Associates (New York City), real estate consultants, where he was an appraiser of commercial, industrial and residential properties for purposes of financing, joint venture, disposition and corporate merger/acquisition.

Mr. Kirk is a member of the Counselors of Real Estate (CRE), Appraisal Institute (MAI), and is a Fellow of the Royal Institute of Chartered Surveyors (RICS). He was 2001 President of the Counselors of Real Estate and 2001 President of the Massachusetts Chapter of The Appraisal Institute. He is a member of Lambda Alpha International; an honorary land economics society and a member of the board of directors of the Boston Chapter. He is a member of the Greater Boston Real Estate Board and Citizens' Housing and Planning Association. Mr. Kirk is a Certified General Real Estate Appraiser in Massachusetts and New Hampshire and a licensed real estate broker in the Commonwealth of Massachusetts.

Mr. Kirk is a graduate of the University of Pennsylvania where he majored in Architecture and the Wharton Graduate School of Business where he majored in Finance. He has been a speaker and a panelist at conferences of, among others, the Urban Land Institute, the National Trust for Historic Preservation, the Mortgage Bankers Association of America, the Society of Real Estate Appraisers, and the Massachusetts Bar Association. He was chairman of an advisory working group on Troubled Properties for the United States Department of Housing and Urban Development.

Mr. Kirk has analyzed and opined on the fairness of a variety of related party real estate transactions for public and privately held entities. From 1993 to 1999, he served as a fiduciary and as a real estate investment advisor to the Prudential Retirement System, and he has similarly served the Virginia Retirement System. He has served as an arbitrator for the American Arbitration Association and the National Association Securities Dealers (NASD). He has been trained as an arbitrator by the NASD and as a mediator by the National Association of Realtors and NASD. He has qualified as a real estate valuation expert in federal district, bankruptcy and appellate tax courts.

Mr. Kirk was a member of the Board of Editors of Banker & Tradesman and is a contributing writer to the New England Real Estate Journal, and a co-author of Real Estate: A Hidden Corporate

Asset (American Society of Real Estate Counselors, 1986). He has written articles which have appeared in national real estate periodicals including The Appraisal Journal and Real Estate Review. His article "Using the Reversion/Shelter Approach to Appraise Subsidized Housing," co-authored with David A. Smith, was honored as the best Appraisal Journal article written in 1983, recipient of the Robert H. Armstrong Award.

Brett N. Pelletier, CRE, MRA
Chief Operating Officer

Mr. Pelletier joined Kirk & Company in 2005 and currently leads the appraisal and consulting process, which includes narrative appraisal reports, feasibility studies, acquisition analysis and customized market research. He leads a team who focuses on affordable housing strategies and policy, adaptive reuse strategies, and complex real estate problem solving. Kirk & Company provides clients with real estate valuation and counseling services for all types of commercial property on a national basis with a concentration on income-producing property within New England. Clients include non-profit, community, and private developers, non-profit organizations, institutional investors, lenders, municipalities, public housing authorities, and government agencies.

Mr. Pelletier is a recognized expert in affordable housing finance and analysis and has specialized experience advising municipalities, non-profit developers, and private entities on adaptive reuse of historic buildings, affordable housing planning and analysis, and strategic decision-making functions. Mr. Pelletier specializes in the valuation and analysis of market-rate, mixed-income, and affordable housing properties; including senior housing, SRO housing, assisted and independent living facilities with supportive services, and other types of rental and for-sale housing.

Prior to joining Kirk & Company, Mr. Pelletier served as campaign intern with John Kerry for President and was a legislative intern in the Boston office of the late Senator Edward M. Kennedy. Mr. Pelletier received a Bachelor of Science in finance with minors in English and government from Bentley College where he focused on corporate finance and real estate with coursework in real estate law, real estate financing and urban planning & development. He is a Master of Liberal Arts (ALM) candidate in finance at the Harvard University Extension School and a Master of Business Administration (MBA) candidate at Bryant University with expected graduate of 2019. Mr. Pelletier has successfully completed extensive primary and continuing education courses with the Appraisal Institute, Massachusetts Board of Real Estate Appraisers, and other national and regional professional and educational organizations.

Brett is a member of the Counselors of Real Estate (CRE), a Fellow of the Royal Institution of Chartered Surveyors (FRICS), and a designated member of the MBREA (MRA). Brett holds Certified General Real Estate Appraiser licenses in Massachusetts, New Hampshire, Rhode Island, and Connecticut. He is a licensed real estate broker in Massachusetts, a Candidate for Designation of the Appraisal Institute (MAI), an Emerging Leader Member of the Real Estate Finance Association (REFA), a member of the National Council of Housing Market Analysts (NCHMA, an affiliated council of National Housing and Rehabilitation Association). He is a member of Lambda Alpha International; an honorary land economics society. Brett is a contributing writer to the New England Real Estate Journal and publishes articles on real estate consulting, capital markets, and real estate trends and has spoken at numerous conferences relating to affordable housing finance, analysis, and policy.

From 2010-2016, Mr. Pelletier served as an elected member of the Town Council of Tiverton, RI. In that capacity, he served as liaison to the Economic Development Commission, Planning Board, Harbor & Coastal Waters Management Commission, Historic Preservation Advisory Committee,

Library Construction Coordination Committee, and the Real Estate Property Tax Exemption Review Committee. He served on the Tiverton Planning Board from 2016-2017. He served on the Municipal Buildings Feasibility Advisory Committee that analyzed town-owned assets and proposed redevelopment and disposition strategies for historic former municipal buildings. He served as a member of the Land Use Procedural Improvements Committee that improve land use planning through strategic initiatives. He recently served on the Grinnell's Beach Improvement Committee and chaired the Stone Bridge Abutment Committee; two related committees that provided oversight, project management services, and administration of grants for the restoration of an historic bridge abutment and the redevelopment of an historic park, beach, and municipal dock facility.

Mr. Pelletier is a member of the Preservation Society of Newport County, a non-profit organization that preserves and protects the architectural heritage of the Newport and the region. Additionally, Mr. Pelletier serves as the president of the board of directors of the Striving Artists Theatre Company of Beverly, Massachusetts; a non-profit performing arts organization dedicated to enriching the community with innovative theatre arts.

Appendix 2
Purchase Option Agreement

PURCHASE OPTION AGREEMENT

This PURCHASE OPTION AGREEMENT (this “**Agreement**”) is made and entered into as of the 30th day of September 2020, by and between THE CAPE COD FIVE CENTS SAVINGS BANK, with an address of 1500 Iyannough Road, Hyannis, MA 02601 (the “**Seller**”) and PENNROSE, LLC, a Pennsylvania limited liability company with an address of 1301 N. 31st Street, Philadelphia, PA 19121 (the “**Purchaser**”)

WHEREAS, Seller is the owner of the real property located at 19 West Road and 10 Skaket Corners, Orleans, MA (as further defined below, the “**Property**”); and

WHEREAS, Purchaser desires to acquire the Property from Seller and Seller desires to transfer the Property to Purchaser.

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1. **DEFINITIONS AND MEANINGS.** In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement with an initial capital letter, shall have the meaning ascribed thereto by this Paragraph 1 :

1.1 **Agreement.** “**Agreement**” means this Purchase Option Agreement, together with all exhibits attached hereto.

1.2 **Closing.** “**Closing**” means the consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Paragraph 8 of this Agreement.

1.3 **Closing Date.** “**Closing Date**” means the time and date, as may be extended, established under this Agreement, when the purchase and sale contemplated by this Agreement is to be consummated, as such date may be changed by mutual agreement of the parties or pursuant to the provisions of this Agreement.

1.4 **Date of this Agreement.** “**Date of this Agreement**” means the last date on which this Agreement is duly executed by both Seller and Purchaser, which date shall be inserted in the first paragraph on page 1 of this Agreement.

1.5 **Escrow Agent.** “**Escrow Agent**” means Land Services USA, Inc., Two Logan Square, Suite 1101, Philadelphia, Pennsylvania, Attn: Adam Schneider, (215) 255-8977.

1.6 **Good, Record and Marketable Fee Simple Title.** “**Good, Record and Marketable Fee Simple Title**” means good, record and marketable fee simple title determined in accordance with Massachusetts law. Any title matter which is the subject of a title or practice standard of the Real Estate Bar Association of Massachusetts at the time of the delivery of the deed shall be covered by said title or practice standard to the extent applicable.

1.7 **Governmental Authority.** “**Governmental Authority**” means any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or other instrumentality of any of them, having jurisdiction over the Property, or any portion thereof, and/or whose approval is necessary for the satisfaction of any conditions contained in this Agreement.

1.8 Property. “**Property**” is further defined as those certain tracts or parcels of land located at 19 West Road and 10 Skaket Corners, Orleans, Massachusetts and constituting tax parcel numbers 40-0-5 and 40-0-6, respectively, and being more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference, together with all rights, fixtures, personalty, buildings, structures, easements, hereditaments and any improvements located thereon or appurtenant thereto, and all right, title and interest of Seller in and to the land lying in the bed of any street, road or avenue, open or proposed, public or private, dedicated or undedicated, in front of or adjoining the Property to the centerline thereof.

1.9 Purchase Price. “**Purchase Price**” means the amount which Purchaser shall pay to Seller to consummate the purchase and sale of the Property as provided in Paragraph 2 of this Agreement and as such may be adjusted according to the terms of this Agreement.

1.10 Term of this Agreement. “**Term of this Agreement**” means the period that commences as of the Date of this Agreement and ends on the earlier to occur of (i) the Closing Date, or (ii) one year following the funding announcement from the DHCD 2024 funding round (or the last such round if there is more than one round in 2024) regardless of whether or not Purchaser secures a funding award from DHCD (the “**Termination Date**”), unless extended by written mutual agreement of the parties.

2. SALE AND PURCHASE. Seller agrees to sell the Property to Purchaser on the terms and conditions contained in this Agreement and Purchaser agrees to purchase the Property from Seller on the terms and conditions contained in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Seller acknowledges and agrees that while this Agreement confers upon Purchaser a right to acquire the Property subject and pursuant to the conditions set forth in this Agreement, it does not commit Purchaser to do so, and Purchaser shall not exercise this Agreement in any event prior to completion of any environmental review required by a funding source (including but not limited to review under the National Environmental Protection Act (“**NEPA**”) with respect to any federal funding source) and this Agreement shall not be deemed a “choice limiting action” with respect to any such funding source.

3. PURCHASE PRICE AND EARNEST MONEY.

3.1 Purchase Price. The Purchase Price for the Property (the “**Purchase Price**”) shall be Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00). The Purchase Price may be paid by certified check drawn to Seller’s order or by Federal Reserve check or wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller or Attorney’s IOLTA check. The Purchase Price shall be adjusted to reflect any prorations and credits required under the terms and provisions of this Agreement.

3.2. Earnest Money.

3.2.1 Within five (5) days following the Date of this Agreement, Purchaser shall deliver to Escrow Agent a refundable deposit in the amount of Ten Thousand Dollars (\$10,000.00) (the “**First Earnest Money Deposit**”). At the conclusion of the Due Diligence Period, provided that Purchaser has not terminated this Agreement, the First Earnest Money Deposit shall become nonrefundable, but applicable to the Purchase Price.

3.2.2 Within five (5) days following the end of the Due Diligence Period, provided that Purchaser has not terminated this Agreement, Purchaser shall deliver to Escrow Agent an additional refundable deposit in the amount of Ten Thousand Dollars (\$10,000.00) (the “**Second Earnest Money Deposit**”). At the conclusion of the Permitting Period, provided that Purchaser has not terminated this Agreement, the Second Earnest Money Deposit shall become nonrefundable, but applicable to the Purchase Price.

3.2.3 Within five (5) days following the end of the Permitting Period, provided that Purchaser has not terminated this Agreement, Purchaser shall deliver to Escrow Agent an additional refundable deposit in the amount of Ten Thousand Dollars (\$10,000.00) (the “**Third Earnest Money Deposit**”). At the conclusion of the Financing Period, provided that Purchaser has not terminated this Agreement, the Third Earnest Money Deposit shall become nonrefundable, but applicable to the Purchase Price.

3.2.4 Within five (5) days following the end of the Financing Period, provided that Purchaser has not terminated this Agreement, Purchaser shall deliver to Escrow Agent an additional deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (the “**Fourth Earnest Money Deposit**”).

3.2.5 All deposits made pursuant to this Paragraph 3.2 are defined collectively as the “**Earnest Money Deposits.**”

3.2. Closing Payment. At Closing, the Purchaser shall deliver the balance of the Purchase Price to the Seller, as such amount may be adjusted pursuant to the terms of this Agreement.

4. REPRESENTATIONS

4.1 Seller's Representations.

4.1.1 Seller is a _____, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Seller is the sole owner of Good, Record and Marketable Fee Simple Title to the Property and Seller has the legal capacity to own and convey the Property. Seller has full right, power, and authority to execute and deliver this Agreement and Seller has the full right, power, and authority to consummate the purchase and sale transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. Neither the entering into of this Agreement by Seller nor the consummation of the sale of the Property by Seller will constitute a violation or breach by Seller of any contract or other instrument to which Seller is a party or to which Seller is subject or by which any of Seller's assets or properties may be affected, or any judgment, order, writ, injunction or decree issued against or imposed upon Seller, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

4.1.2 Seller has not received notice of, nor is Seller aware of, any pending, threatened or contemplated action by any Governmental Authority or agency having the power of eminent domain, which might result in all or any part of the Property being taken by condemnation or conveyed in lieu thereof.

4.1.3 No assessments have been made against any portion of the Property which are unpaid (except current ad valorem taxes not yet due and payable), whether or not they have become liens.

4.1.4 Seller is not a party to, nor is Seller aware of, any pending or threatened litigation or dispute concerning the Property or Seller's ability to perform hereunder. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by a pending or threatened action or suit against Seller or the Property.

4.1.5 Seller is not a “foreign person” as that term is defined in the Internal Revenue Code of 1986, as amended, (the “**Code**”), and the Treasury Regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1446 of the Code or the Treasury Regulations promulgated pursuant thereto to withhold and pay over to the Internal Revenue Service any part of the “amount realized” by Seller in the transaction contemplated hereby.

4.1.6 Neither Seller, nor to Seller’s knowledge, any third party, has used, generated, manufactured, produced, stored or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, “**Hazardous Materials**”), other than in customary quantities for cleaning purposes.

4.1.7 Seller is the fee simple owner of the Property. No other agreement concerning or restricting the sale of the Property is in effect and no person or entity, other than the Purchaser, has any right or option to acquire all or any portion of the Property.

4.1.8 From Date of this Agreement until the Closing Date, Seller shall not: (1) commit or permit to be committed any waste to the Property; or (2) enter into any new agreement or instrument that would encumber the Property after Closing or that would bind Purchaser or the Property after Closing; or (3) take any action that would encumber the Property after Closing, that would bind Purchaser or the Property after Closing, or that would be outside the normal scope of maintaining and operating the Property in the ordinary course. Seller shall promptly deliver to Purchaser any notice concerning the Property that Seller receives from any appraisal district, taxing authority or other governmental entity.

4.1.9 Neither Seller nor, to Seller’s knowledge, any owner of an interest in Seller (collectively, the “**Seller Parties**”) is (i) listed on the Specially Designated Nationals and Blocked Persons List (the “**SDN List**”) maintained by the Office of Foreign Assets Control (“**OFAC**”), Department of the Treasury, and/or on any other similar list (“**Other Lists**” and, collectively with the SDN List, the “**Lists**”) maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, “**OFAC Laws and Regulations**”); or (ii) a Person (a “**Designated Person**”) either (A) included within the term “designated national” as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of the Terrorism Executive Order or a Person similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the “**Executive Orders**”), including a “**Prohibited Person**”. Seller shall take all reasonable measures to ensure compliance with the requirement that no Seller Parties is, or shall be, listed on any Lists, be a Designated Person, nor be in violation of any OFAC Laws and Regulations.

4.2 Purchaser’s Representations. As an inducement to Seller to enter into this Agreement and to sell the Property, Purchaser hereby represents and warrants to Seller as follows:

4.2.1 Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Pennsylvania. Purchaser has the power and authority to purchase the Property. . This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

4.2.2 This Agreement and all documents which are to be delivered to Seller at the Closing are (or at the time of Closing will be) duly authorized, executed and delivered by Purchaser (or Purchaser’s assignee in accordance with this Agreement), and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

4.2.3 Purchaser is not a “foreign person” as that term is defined in the Internal Revenue Code of 1986, as amended, (the “**Code**”), and the Treasury Regulations promulgated pursuant thereto.

4.2.4 Neither Purchaser nor, to Purchaser’s knowledge, any owner of an interest in Purchaser (collectively, the “**Purchaser Parties**”) is (i) listed on the Specially Designated Nationals and Blocked Persons List (the “**SDN List**”) maintained by the Office of Foreign Assets Control (“**OFAC**”), Department of the Treasury, and/or on any other similar list (“**Other Lists**” and, collectively with the SDN List, the “**Lists**”) maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, “**OFAC Laws and Regulations**”); or (ii) a Person (a “**Designated Person**”) either (A) included within the term “designated national” as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of the Terrorism Executive Order or a Person similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the “**Executive Orders**”), including a “**Prohibited Person**”. Purchaser shall take all reasonable measures to ensure compliance with the requirement that no Purchaser Parties is, or shall be, listed on any Lists, be a Designated Person, nor be in violation of any OFAC Laws and Regulations.

5. DUE DILIGENCE PERIOD; PERMITTING PERIOD; FINANCING PERIOD

5.1 Due Diligence Period. Purchaser shall have a period beginning on the Date of this Agreement and ending ninety (90) business days thereafter to conduct its due diligence review (the “**Due Diligence Period**”). Seller shall provide to the Purchaser any and all written information in Seller’s possession or control that might be relevant to Purchaser’s due diligence investigations of the Property, including, without limitation, any site plans, surveys or drawings for the Property of whatever date; any building, title or zoning information; any professional, engineering and/or environmental studies and reports (including soil tests, reports of remediation activities); certificates of occupancy and habitability, and any other compliance certificates from state and local inspections; permits, licenses or approvals; permitting and regulatory applications; and official correspondence and documentation of prior uses of the Property (collectively, the “**Property Information**”). An initial list of the required Property Information is provided as Exhibit B. Seller shall provide Buyer with copies of or access to the Property Information within ten (10) business days of the date of this Agreement, and if any of such Property Information is delivered later than such date the Due Diligence Period shall be extended by one day for each day of such late delivery.

During the Due Diligence Period, Purchaser shall be entitled to review and inspect all aspects of the Property and such Property Information at its sole cost and expense, including, but not limited to, title and survey, geotechnical investigations, utilities, zoning, environmental assessment, appraisal and any other studies, tests, or data that Purchaser determines necessary to evaluate the Property. During the Due Diligence Period, Purchaser may, in its sole discretion, obtain a survey and Seller shall cooperate with Purchaser to permit the surveyor to survey the Property. During the Due Diligence Period, Purchaser shall notify Seller of any matter shown on the survey, deed, mortgage, deed of trust, lien, financing statement, security interest, easement, lease, license, restrictive covenant, agreement, option and other encumbrance of any kind or nature which impairs or affects Seller’s title to the Property or the use thereof or Seller’s ability to convey Good, Record and Marketable Fee Simple Title to the Property (each, a “**Title Defect**”). Title Defects discovered in connection with Purchaser’s review of title for the Property. Seller shall be obligated to release, remove and cure all voluntary liens or encumbrances which can be satisfied by the payment of a sum of money (including, any mortgage or deed of trust given by Seller to a lender and secured by all or any part of the Property). If Seller elects not to cure a non-monetary Title Defect of which it has been given notice pursuant to the Purchaser’s notice, Seller shall so notify

Purchaser in writing within ten (10) days of the receipt of such notice (the “**Title Cure Period Deadline**”). On or before ten (10) days after Purchaser’s receipt of Seller’s written notice of Seller’s election not to cure a title defect or, if Seller fails to respond to the Purchaser’s title notice on or before the Title Cure Period Deadline, Purchaser shall notify Seller that it has elected to either (a) waive all rights to refuse to close on account of such defect(s), or (b) terminate this Agreement. Seller shall also be obligated to reasonably cure any Title Defects arising after the date of this Agreement, provided such Title Defects were not caused by Purchaser. At Closing, Seller shall cause all monetary liens or encumbrances and such other liens and encumbrances it is obligated to cure to be released, removed and cured on or prior to the Closing so as to enable the Purchaser’s title insurance company (the “**Title Company**”) to insure Good, Record and Marketable Fee Simple Title to the Property as vested in Purchaser as of Closing without any exception for such liens or encumbrances.

Purchaser shall notify Seller in advance prior to undertaking any invasive environmental assessment/testing other than a Phase I investigation. Subject to Paragraph 9 hereof, Purchaser shall use reasonable efforts not to damage the Property or interrupt Seller’s use and operation of the Property during the conduct of its investigations of the Property. Seller must provide all Property Information in its possession or control on the Date of this Agreement and within three business days of future requests in the Due Diligence Period by the Purchaser for information. If Purchaser is dissatisfied for any reason or no reason with the results of its inspection of the Property and such Property Information, Purchaser shall have the right to terminate this Agreement by providing written notice of termination to Seller on or before the expiration of the Due Diligence Period. In the event of such termination, refundable Earnest Money Deposits shall be promptly returned to Purchaser as provided for in Section 3, and neither party shall have any further liability hereunder.

5.2 Permitting Period. Purchaser shall have a period beginning at the end of the Due Diligence Period and ending one hundred twenty (120) business days thereafter to secure permitting for the development of the Property. During the Permitting Period, Purchaser, at Purchaser’s sole risk and expense, shall submit an application to the Orleans Zoning Board of Appeals for a comprehensive permit pursuant to M.G.L. C. 40B (a “**Comprehensive Permit**”) and shall diligently pursue issuance of a Comprehensive Permit. In addition to the Comprehensive Permit, Purchaser shall pursue all necessary permits and approvals from the applicable Governmental Authority in connection with the development of the Property. Seller agrees to reasonably cooperate and assist the Purchaser, to the extent necessary, in submitting the application for the Comprehensive Permit, and Seller agrees not to oppose or encourage others to oppose any such applications. If at any time on or before the end of the Permitting Period, Purchaser elects not to acquire the Property for reasons directly related to its inability to obtain the Comprehensive Permit or any other necessary permits and approvals, Purchaser shall be entitled to terminate this Agreement and Purchaser shall be entitled to a refund of the Second Earnest Money Deposit. The date on which a Comprehensive Permit is issued to the satisfaction of Purchaser and all applicable appeal periods have passed is referenced in this Agreement as the “**Permit Receipt Date**.”

5.3 Financing Period. Purchaser shall pursue financing for the development of the Property during a period commencing with the first DHCD funding round that opens not less than sixty (60) days after the Permit Receipt Date and ends on the earlier of (i) the date that Purchaser secures all necessary funding commitments from the Massachusetts Department of Housing and Community Development (“**DHCD**”) and Town of Orleans Community Preservation Committee (“**CPC**”), or (ii) the Termination Date (the “**Financing Period**”). During the Financing Period, Purchaser shall apply for funding from DHCD and if Purchaser does not secure funding in the first DHCD funding round in which it applies, Purchaser shall continue to apply during remaining rounds during the Term of this Agreement. Seller agrees to reasonably cooperate with Purchaser in securing such financing. If at any time on or before the end of the Financing Period, Purchaser elects not to acquire the Property for reasons related to its inability

to arrange for adequate financing, Purchaser shall be entitled to terminate this Agreement and Purchaser shall be entitled to a refund of the Third Earnest Money Deposit.

6. THE CLOSING.

6.1 Closing Date. The deed to the Property is to be delivered to Purchaser on or before that date which is six (6) months after the expiration of the Financing Period, and subject to those matters contained herein, at a location which is mutually agreeable to the Buyer and Seller (the “**Closing Date**”); provided, however, Purchaser may elect to extend such Closing Date for two (2) extension periods of three (3) months each by paying an extension payment of Twenty-Five Thousand (\$25,000.00) Dollars for each such extension (collectively, the “**Extension Payments**”). The Extension Payments shall be nonrefundable, but applicable to the Purchase Price.

6.2 Deliveries at Closing. On the Closing Date, the Closing shall occur as follows, subject to the satisfaction of all of the terms and conditions of this Agreement (including, without limitation, the due execution and delivery of all documents, in recordable form, if required in order to record same):

6.2.1 Seller shall convey the Property to Purchaser by quitclaim deed conveying Good, Record and Marketable Fee Simple Title in the Property. In addition to the foregoing, if the title to the Property is registered, such quitclaim deed shall be in form sufficient to entitle Purchaser to a Certificate of Title of the Property, and Seller shall deliver with such quitclaim deed all instruments, if any, necessary to enable Purchaser to obtain such Certificate of Title.

6.2.2 Seller shall deliver to Purchaser an owner’s affidavit from Seller in form and content reasonably satisfactory to the Title Company.

6.2.3 Seller shall deliver to Purchaser an affidavit from Seller in form and content reasonably satisfactory to the Title Company stating that: (i) no individual, entity or Governmental Authority, agency or department has any claim against the Property under the applicable construction lien law, (ii) no individual, entity or Governmental Authority, agency or department is either in possession of the Property or has a possessory interest or claim in the Property, (iii) no persons are in possession of the Property; (iv) all sales and other taxes due any governmental authority have been paid in full; and (v) no improvements to the Property have been made by or on behalf of Seller for which payment has not been made.

6.2.4 Seller shall deliver to Purchaser a non-foreign affidavit from Seller in form and content complying with FIRPTA and Section 1445 of the Internal Revenue Code of 1986, as amended.

6.2.5 Seller shall deliver the documents required to cure Title Defects, if appropriate. Seller shall deliver evidence reasonably satisfactory to Purchaser, Purchaser’s lender, and the Title Company that the person or persons executing and delivering the Closing documents on behalf of Seller has or have full right, power, and authority to do so. To the extent in Seller’s possession or control, Seller shall deliver originals of all of the Property Information.

6.2.6 Purchaser shall pay the balance of the Purchase Price in immediately available funds to Seller.

6.2.7 Seller shall execute and deliver a form W-9 and Form 1099-S Input Form to the closing attorney in connection with the 1099 reporting required by the Internal Revenue Service.

6.2.8 Purchaser and Seller shall execute and deliver a closing settlement statement setting forth the Purchase Price, Earnest Money and all credits, adjustments and prorations between Purchaser and Seller, and the amount of the net proceeds due Seller.

6.2.9 In addition to all documents, instruments and agreements expressly provided for herein, Purchaser and Seller shall execute such other documents as may be reasonably required by counsel for either party, the Title Company or Purchaser's lender and/or to effectuate the purposes of this Agreement.

6.2.10 Seller shall deliver possession of the Property to Purchaser at Closing free and clear of all tenancies and parties in possession.

6.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

6.3.1 Seller shall pay: (i) the fees and expenses of Seller's attorneys, (ii) all recording costs and filing fees in connection with the cancellation of all Title Defects, (iii) any other costs and expenses incurred by Seller including, without limitation, any mortgage payoffs and other monetary encumbrances described in Paragraph 5.1 of this Agreement, and (iv) Seller's share of the prorations set forth in Paragraph 6.4 of this Agreement.

6.3.2 Purchaser shall pay: (i) all recording and filing fees for all recordable instruments executed and delivered by Seller at the Closing (except for the instruments described in Paragraph 6.3.1 above), (ii) the fees and expenses of Purchaser's attorneys, (iii) the cost of examining title and the premiums and any other related fees and costs for any owner's or lender's title insurance policies, updates and/or reports, surveys and (iv) Purchaser's share of the prorations set forth in Paragraph 6.4 of this Agreement.

6.3.3 Purchaser and Seller shall equally share the documentary stamps due on the deed of conveyance.

6.4 Prorations. All normal and customarily prorable items, including without limitation real estate taxes, water and sewer use charges, shall be prorated as of the Closing Date, Seller being charged and credited for all of the same up to such date and Purchaser being charged and credited for all of the same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the last available figures and thereafter, when actual figures are received, a cash settlement will be made between Seller and Purchaser.

7. CASUALTY AND CONDEMNATION. Until the purchase of the Property has been consummated on the Closing Date, all risk of loss of, or damage to, or destruction of, the Property (whether by fire, flood, tornado, hurricane, or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by the Seller. In such event, Purchaser shall have the right to terminate this Agreement prior to Closing with the return of all refundable Earnest Money Deposits, and this Agreement shall be null and void, or to proceed with the Closing in which case Purchaser will be entitled to any insurance proceeds or condemnation award upon full payment of the Purchase Price and written notice to Seller of its intent.

8. BROKER OR COMMISSION. The Seller and Purchaser hereby represent to each other that neither party has engaged any person or entity as a broker in connection with any of the transactions contemplated by this Agreement. In the event of a claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then each party shall indemnify, save and hold harmless and defend the other party from and against such claim based upon any

statement, representation or agreement made by or allegedly made by the indemnifying party. This indemnification shall survive Closing or termination of this Agreement.

9. ACCESS TO AND EXAMINATION OF THE PROPERTY. Seller hereby grants the right to Purchaser, either personally or through agents, employees, or contractors and upon 24 hours' notice at all reasonable times to go upon the Property prior to the Closing to conduct such tests, investigations and other analyses of the Property as Purchaser deems desirable. Purchaser shall be responsible and pay for all costs incurred in making such tests and investigations and shall indemnify and hold Seller harmless from any and all liens, claims, losses, and liabilities suffered, incurred or sustained by Seller (including attorneys' fees incurred in connection therewith) as a result of Purchaser's entry onto the Property, provided, however, Purchaser's foregoing indemnity obligation shall not apply with respect to any pre-existing conditions of the Property. Seller will cooperate with these inspection efforts provided it is at no cost to Seller. This indemnity shall survive Closing and any termination of this Agreement. Purchaser agrees to restore the Property to the same functional condition as it existed prior to entry at the conclusion of all testing.

10. MAINTENANCE OF THE PROPERTY. Between the Date of this Agreement and the date of Closing, Seller will maintain and service the Property at least to the same level of effort, expense, and quality as Seller has maintained or serviced the Property for Seller's own account prior to this Agreement, or as may be required by any applicable law, rule, regulation, or ordinance.

11. DEFAULT.

11.1 Purchaser's Default. In the event that Purchaser should fail to consummate the purchase of the Property for any reason except (i) termination by Purchaser of this Agreement on or before the expiration of the Due Diligence Period and the Permitting Period, (ii) Seller's default or (iii) the failure of Seller to satisfy any of the conditions to Purchaser's obligations set forth herein, then Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Earnest Money Deposits as full and liquidated damages for such default of Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. Seller's retention of said Earnest Money Deposits is intended not as a penalty, but as full liquidated damages.

11.2. Seller's Default. In the event that Seller should fail to consummate the sale of the Property for any reason except Purchaser's default or the failure of Purchaser to satisfy any of the conditions to Seller's obligations set forth herein, Purchaser may, at its option, either terminate this Agreement and receive a full and immediate refund of the refundable Earnest Money Deposits held by Escrow Agent or seek to enforce specific performance of this Agreement.

12. RECORDING OF PURCHASE OPTION AGREEMENT. The parties shall not record this Purchase Option Agreement at the Barnstable County Registry of Deeds or in any other public domain.

13. ESCROW AGENT. The Earnest Money Deposits shall be deposited and held by Escrow Agent. The Escrow Agent shall deliver Earnest Money Deposits that become nonrefundable to the Seller in accordance with the schedule set forth in Paragraph 3 above. If the Closing takes place under this Agreement, Escrow Agent shall deliver the remaining Earnest Money Deposits then held to Seller on the Closing Date. If the Agreement is rescinded, cancelled or terminated in accordance with the terms of this Agreement, then Escrow Agent shall dispose of or retain, as the case may be, the remaining Earnest Money Deposits in accordance with this Agreement. In the event of any disagreement between the parties, the Escrow Agent shall retain remaining Earnest Money Deposits made under this Agreement pending instructions mutually given in writing by Purchaser and Seller, or by a Court of competent jurisdiction.

14. GOVERNING LAW. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

15. NOTICES. Any notice or communication required or permitted hereunder shall be in writing and shall be sent either by: (i) personal delivery service with charges therefor billed to shipper; (ii) expedited delivery service with charges therefor billed to shipper; (iii) United States Mail, postage prepaid registered or certified mail, return receipt requested; or (iv) facsimile or e-mail with receipt for transmission (provided that the contents of such facsimile or e-mail are confirmed by expedited delivery service or by mail in the manner previously described) addressed to such party at the address first set forth below, or at such other address as such party may have designated by notice to the other given as provided below. Notice given to the attorneys referenced below shall be deemed as notice given to the party.

In the case of Seller:

The Cape Cod Five Cents Savings Bank
1500 Iyannough Road
Hyannis, MA 02601
Attn: Christopher Raber, Senior Vice President/Chief Real Estate Officer

With a copy to:

Andrew L. Singer, Esquire
Law Office of Singer & Singer, LLC
26 Upper County Road
P.O. Box 67
Dennisport, MA 02639
Email: alsinger@singer-law.com

In the case of Purchaser to:

Pennrose, LLC
1301 N. 31st Street
Philadelphia, PA 19121
Attn: Timothy I. Henkel
Email: thenkel@pennrose.com

With a copy to:

Pennrose, LLC
50 Milk Street, 16th Floor
Boston, MA 02109
Attn: Charlie Adams
Email: cadams@pennrose.com

Klein Hornig LLP
101 Arch Street
Boston, MA 02110
Attn: Daniel M. Rosen
Email: drosen@kleinhornig.com

In the case of Escrow Agent:

Land Services USA, Inc.
Two Logan Square, Suite 1101
Philadelphia, PA
Attn: Adam Schneider
215-255-8977

16. PARTIES; ASSIGNMENT. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective heirs, legal representatives, successors and assigns. On or before Closing, Purchaser may assign its rights and delegate its duties under this Agreement to any individual, corporation, partnership, limited partnership, limited liability company, limited liability limited partnership, joint venture, or other person or entity: (i) controlled by or under common control with Purchaser (or principals or affiliates of Purchaser); (ii) in which Purchaser (or principals or affiliates of Purchaser) is a general partner, member or manager; or (iii) in which Purchaser (or principals or affiliates of Purchaser) has an economic interest.

17. ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser (and/or their respective affiliates) with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement; provided, however, that the execution by Escrow Agent of any amendment or modification to this Agreement shall not be required or necessary unless such amendment or modification relates to the Earnest Money Deposits or Escrow Agent's obligations hereunder. In order to facilitate the transaction contemplated by this Agreement, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including faxed or emailed signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein.

18. SURVIVAL. Except to the extent specifically set forth herein to the contrary, this Agreement shall be merged into the instruments and documents executed and delivered at the Closing, shall not be recorded in the public records and shall not survive the Closing.

19. EXHIBITS. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

20. CAPTIONS. All captions, headings, paragraphs, and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

21. REFERENCE. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein", "hereof", "hereunder", and other terms of like or familiar import, shall be deemed to refer to this Agreement as a whole, and not to any particular paragraph or subparagraph hereof. The terms "Seller", "Purchaser", and "Escrow Agent" shall be construed in the singular or plural as the context shall require and the appropriate gender will be read into all pronouns used herein to reference any of said parties whenever the context of this Agreement shall so require.

22. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

23. WAIVER. Any condition or right of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived by such party for whose benefit the condition or right exists.

24. RIGHTS CUMULATIVE. Except as expressly limited by the terms of this Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law or equity.

25. ATTORNEYS' FEES. Seller and Purchaser agree that, in the event of any litigation arising between the parties in connection with this Agreement, each party shall be responsible for payment of its own attorneys' fees, costs, charges, and expenses (at trial and all appellate levels). This provision shall survive Closing and/or termination of this Agreement and/or the merger of this Agreement into any such judgment.

26. TIME. Time is of the essence hereof.

27. RELATIONSHIP OF THE PARTIES. Nothing herein contained shall be deemed to: (i) create a relationship between Seller and Purchaser as other than seller and buyer, (ii) authorize either party to bind the other in any manner whatsoever, or (iii) create a fiduciary duty on the part of either party to the other.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement.

SELLER:

Date: October 1, 2020

THE CAPE COD FIVE CENTS SAVINGS BANK



By: _____
Name: Christopher W. Raber
Title: SVP / Chief Real Estate Officer

PURCHASER:

Date: _____, 2020

PENNROSE, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement.

SELLER:

Date: _____, 2020


THE CAPE COD FIVE CENTS SAVINGS BANK

By: _____
Name:
Title:

PURCHASER:

Date: October 1, 2020

PENNROSE, LLC

By:  _____
Name: Timothy I. Henkel
Title: Senior Vice President

ESCROW AGENT ACCEPTANCE

Escrow Agent agrees to hold the Earnest Money Deposits in accordance with the terms of this Agreement.

Land Services USA, Inc.



By: Adam Schneider

Date: October 1, 2020

[DULY AUTHORIZED, EMPOWERED AND
DIRECTED TO EXECUTE AND DELIVER
THIS AGREEMENT]

Exhibit A

Property

19 West Road, Orleans, Massachusetts (tax parcel number 40-0-5)

10 Skaket Corners, Orleans, Massachusetts (tax parcel number 40-0-6)

Being more particularly described as Lot 2, Lot 7, Lot 8 and the Private Way abutting Lots 2 and 8 on the attached "Plan Showing a Subdivision of Land in Orleans, Mass." dated 23 Nov. 1981

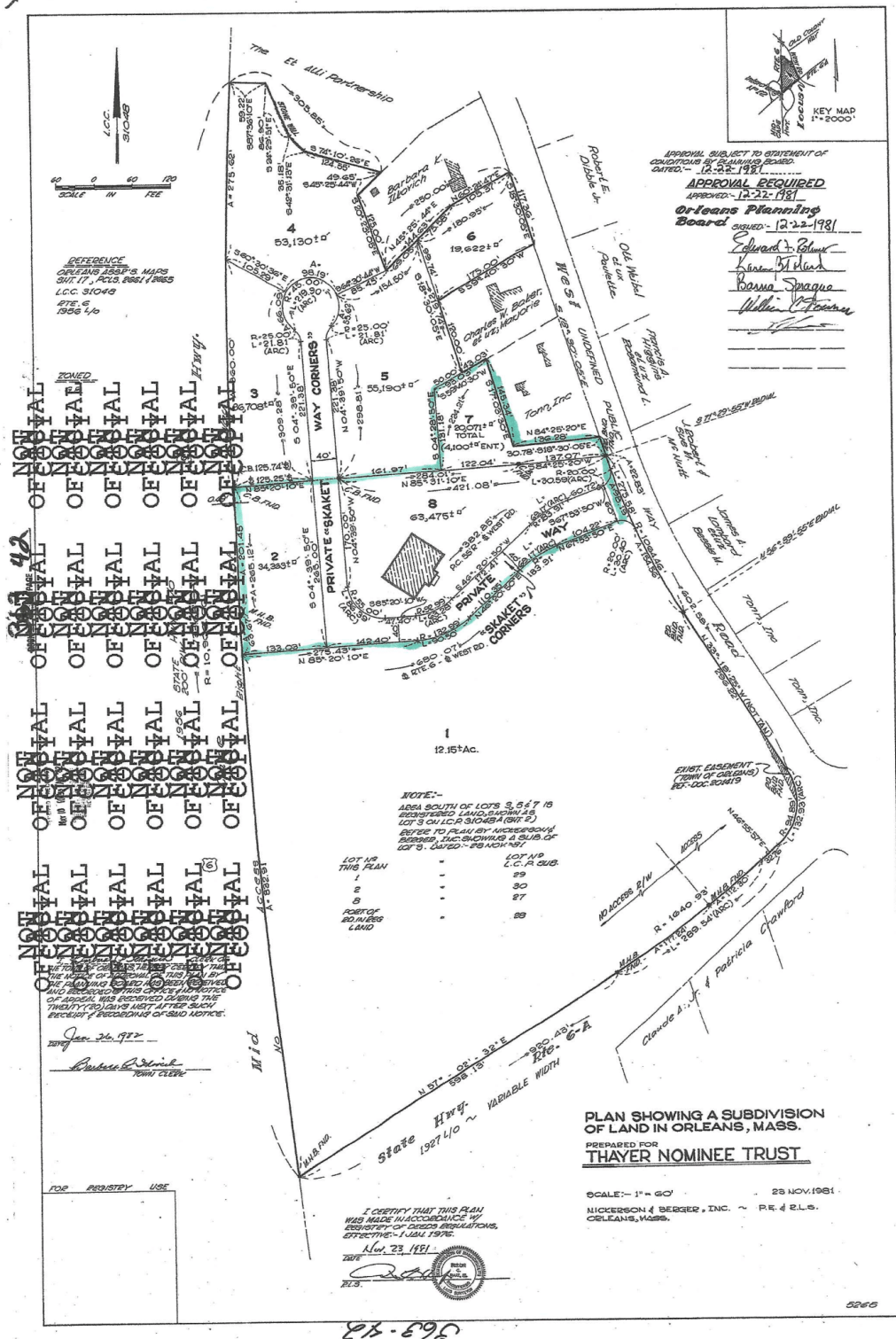


Exhibit B

Due Diligence Materials to be Delivered by Seller

Item #	Description	
1.	All original plans: civil, architectural, structural, MEP, sprinkler	
2.	List of all capital improvements within the past five years	
3.	Any exterior building studies, capital needs, planning, engineering, or other third-party study of the condition of the Property	
4.	Sewer assessment of existing system	
5.	Copies of service, maintenance and other contracts affecting the Property	
6.	Real estate, personal property and other tax bills affecting the Property for calendar years 2019, 2020	
7.	Copies of any known special assessments affecting the Property	
8.	Copies of engineering, environmental, hazardous material and soil reports	
9.	Copies of surveys and architectural plans for the Property, including as-built drawings and survey	
10.	List any known current material violations or alleged violations affecting the Property which remain uncured	
11.	Copies of any zoning or other approvals obtained with respect to the Property	

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

Attachment F: Name of Present Owner & Deed

Please find attached the following items:

- Copy of quitclaim deed evidencing ownership by the Cape Cod Five Cents Savings Bank.

DOC#713,947 01-07-98 03:17

CTF#147139

BARNSTABLE LAND COURT REGISTRY

QUITCLAIM DEED

PHILIP V. R. THOMSON and NICK MAZZARESE, both of Orleans, Barnstable County, Massachusetts, as they are Trustees of the Thayer Nominee Trust under Declaration of Trust dated March 31, 1980, filed in the Barnstable County Registry District of the Land Court as Document No. 268,829,

for consideration paid of ONE MILLION TWO HUNDRED THOUSAND AND 00/100 (\$1,200,000.00) DOLLARS,

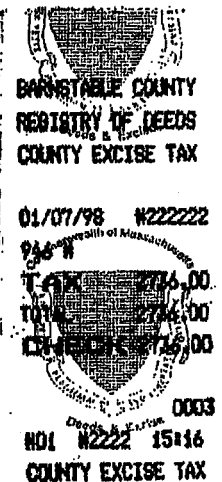
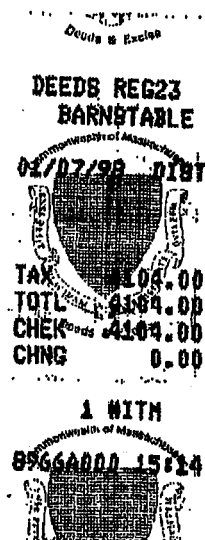
grant to THE CAPE COD FIVE CENTS SAVINGS BANK, a banking corporation organized under the laws of the Commonwealth of Massachusetts with a usual place of business at 19 West Road, Orleans, Barnstable County, Massachusetts 02653, whose mailing address is Post Office Box 10, Orleans, MA 02653,

with QUITCLAIM COVENANTS,

a certain parcel of land together with improvements thereon being LOTS 27, 28 ("Skaket Corners") and 30 on LAND COURT PLAN 31048-C.

For grantor's title see Certificate of Title No. 82461.

D:\HOME\S02\D\90285DEB.WPD



Orle

27, 28 + 30

31048-C

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EXECUTED as a sealed instrument this 30th day of December, 1997.

Philip V. R. Thomson
PHILIP V. R. THOMSON, TRUSTEE
THAYER NOMINEE TRUST

Nick Mazzarese
NICK MAZZARESE, TRUSTEE
THAYER NOMINEE TRUST

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

January 2, 1998

Then personally appeared the above-named PHILIP V. R. THOMSON, TRUSTEE as aforesaid, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

H. S. T. T. T.
Notary Public

My commission expires: 2/12/2004

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

December 30, 1997

Then personally appeared the above-named NICK MAZZARESE, TRUSTEE as aforesaid, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

H. S. T. T. T.
Notary Public

My commission expires: 2/12/2004

CERTIFICATE OF TRUSTEE

I, PHILIP V. R. THOMSON, do hereby certify that as of this date, NICK MAZZARESE and I are the Trustees of the Thayer Nominee Trust established by written declaration of trust dated March 31, 1980, registered as Document No. 268,829 in the Registry District for Barnstable County, that said Trust has not been terminated, and that we have been duly authorized by the Beneficiaries of said Trust to sell a certain parcel of land together with improvements thereon being Lots 27, 28 ("Skaket Corners") and 30 on Land Court Plan 31048-C, situated in Orleans, Barnstable County, Massachusetts, and to execute deeds and any and all other documents necessary to consummate said sale to The Cape Cod Five Cents Savings Bank for total consideration in the amount of \$1,200,000.00.

SIGNED this 6th day of January, 1998.

Philip V. R. Thomson
PHILIP V. R. THOMSON, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

January 6, 1998

Then personally appeared the above-named PHILIP V. R. THOMSON, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

H. S. T. D.
Notary Public

My commission expires: 2/12/2004

MAHOMES027A30289CTE.WPD

BARNSTABLE REGISTRY OF DEEDS

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Doc. No. 713,947
Ctf. No. 147139

TRANSFER CERTIFICATE OF TITLE

From Certificate No. 82461, Originally Registered August 6, 1980
in the Registry District of Barnstable County.

THIS IS TO CERTIFY that CAPE COD FIVE CENTS SAVINGS BANK, a banking corporation organized under the laws of the Commonwealth of Massachusetts with a usual place of business at 19 West Road, Orleans, Barnstable County, Massachusetts 02653, with a mailing address of, Post Office Box 10, Orleans, Massachusetts 02653,

the owner(s) in fee simple,

of that land situated in ORLEANS

in the county of Barnstable and the Commonwealth of Massachusetts, described as follows:

LOTS 27, 28 & 30

PLAN 31048-C

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said owner(s) to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting

WITNESS PETER W. KILBORN, Chief Justice of the Land Court at Barnstable, in said County of Barnstable,

the seventh day of January in the year nineteen hundred and ninety-eight

at 3 o'clock and 17 minutes

Attest, with the Seal of said Court,

JOHN F. MEADE, Assistant Recorder.

Land Court Case No. 31048

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2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653

Attachment G: Property Address

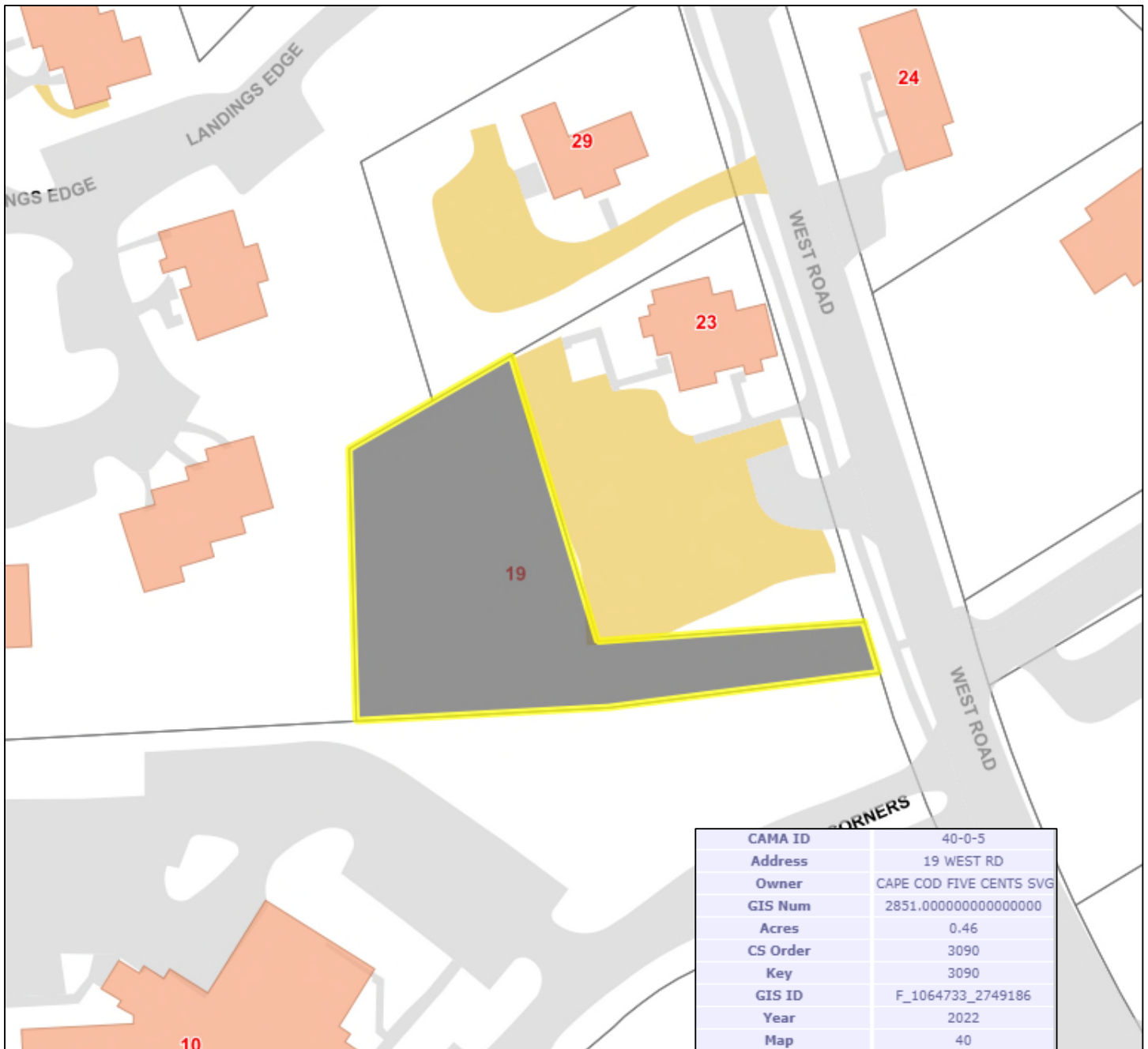
Please find attached the following items:

- Property address, 19 West Road Orleans MA 02653 and parcel information.

2021 Harwich CPA Funds Application

Project: Orleans Cape Cod Five

Location: 19 West Road, Orleans, MA 02653



CAMA ID	40-0-5
Address	19 WEST RD
Owner	CAPE COD FIVE CENTS SVG
GIS Num	2851.0000000000000000
Acres	0.46
CS Order	3090
Key	3090
GIS ID	F_1064733_2749186
Year	2022
Map	40
Parcel	5
Extension	0
Property Type	R
Loc No	19
Loc Alpha	
Loc St	WEST RD