

AGENDA

Monday

November 21, 2016

**TOWN OF EASTHAM
BOARD OF SELECTMEN AGENDA
Monday, November 21, 2016, 5:00 p.m.**

REVISED

Location: Earle Mountain Room

I SELECTMEN/PUBLIC INFORMATION

II. APPOINTMENTS

A. Discussion/Presentation

- 5:05 p.m. Target Ship Memorial Plaque – Robert McQueeny and Paul Lagg, Town Planner
- 5:15 p.m. Cape Cod Vocational Technical School District – Explanation of Capital Building Project and October Debt Exclusion Vote – Bob Sanborn, Superintendent and Erin School Business Manager (Eastham Finance Committee Members will be in attendance)
- 5:30 p.m. Update on Municipal Water Program – Mark White and Ryan Trahan, Environmental Partners, Consulting Engineers

(All times above are approximate and items may be taken out of order)

III. ADMINISTRATIVE MATTERS

A. Action

1. Finalization of Mandatory Connection Zone, South Quadrant – Jane Crowley, Health Agent
2. Time Limit on Free Meter to One Year after Connection Available – Vote Needed
3. Review Zoning Board of Appeals 40B Application for Purcell Property Affordable Housing Proposal
4. Signing Conservation Restrictions for Properties Purchased for Open Space using Land Bank Funds:
 - a. 635 Bridge Road
 - b. 3155 State Highway (Walters)
 - c. 75 Hoffman Way, 30 & 40 Hoffman Court
 - d. 60 Clark's Point Road
 - e. 820 Samoset Road
 - f. 40 Hatch Way
 - g. 700 Dyer Prince Road
5. Accept Resignation – George Reinhart, Zoning Board of Appeals
6. Appointment – Estella Edmondson, Human Services Advisory Committee

IV. TOWN ADMINISTRATOR'S REPORT

- A. Chamber Holiday Festival Windmill Green, December 3, at 4:00 p.m.
- B. Decision Orleans Boundary Line Change Dispute
- C. CORD Mobile Food Pantry
- D. Review Board Calendar through to May 1, 2017 Annual Town Meeting
- E. Oppose National Grid Petition to DPU on Energy Efficiency Programs

V. OTHER BUSINESS

Upcoming Meetings

December 5, 2016	5:00p.m.	Earle Mountain Room	Regular Meeting
December 7, 2016	3:00 p.m.	Timothy Smith Room	Work Session
December 19, 2016	5:00 p.m.	Timothy Smith Room	Regular Meeting

The listing of matters includes those reasonably anticipated by the Chair, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law.

This meeting will be video recorded and broadcast over Local Access Channel 18 and through the Town website at www.eastham-ma.gov



TOWN OF EASTHAM

2500 Stare Highway, Eastham, MA 02642-2544
All departments 508-240-5900 • Fax 508-240-1291
www.eastham-ma.gov

TO: Board of Selectmen
FROM: Jacqui Beebe *JMB*
RE: Target Ship Memorial Proposal
DATE: 11-18-16

Robert McQueeny has requested that the matter of placing a memorial plaque to the SS *James Longstreet* (the Target Ship) at the Landing of one of the Bayside Beaches. The SS *James Longstreet* as was a ship built in the United States during World War II and named after General James Longstreet. The ship ran aground in a gale in 1943 and was declared a total loss. Instead of being scrapped, she was acquired by the US Navy in June 1944 and used as a target ship for early air to surface guided missiles and used for live ammunition target practice by Naval jets from nearby South Weymouth Naval Air Station and the Air Force from nearby Otis Air Force Base until 1971. The ship is also referred to as the "target ship". What remains of the ship lies offshore of First Encounter Beach in Eastham in 25' of water.

Mr. McQueeny will be seeking funding from the Cultural Council to purchase the memorial, and is requesting permission from the Board of Selectmen to place it on town-owned land. Staff have explored a couple of locations on the Bayside that overlook the location of the ship, and will assist in optimal placement if approved by the Board. Mr. McQueeny will attend the BOS meeting on 11-21 to explain the proposal in more detail.



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QUOTE F73716

DATE: 9-15-16

PAGE: 1

To: Paul Lagg
Town of Eastham
2500 State Highway
Eastham, MA 02642

Phone#: 508-240-5900

Fax#: 508-240-5918

Account Executive: Linda Peters
ID #: 96086

Tag Name:

Part Number	Qty	Description	Each	Ext
E12-06-T4	1	1/2" Exterior CHPL Graphic. Panel Size: 24" x 36" 4 Threaded Inserts w/ Tamper Resistant Bolts.	632.00	632.00
FRP1212	1	Single Post Railing Pedestal (45 Degree). Mounting Plate: 12" x 12". Black Powder Coated Aluminum. - Flat Railing Mount.	200.00	200.00
99810	1	Color Sample - 8" x 10" x 1/16" CHPL. - Used in production for color matching and resolution. - Includes shipping.	40.00	40.00
		Design Option:		
96304		Design & Production - Per Hour Estimate	120.00	0.00

All Fossil panels feature our exclusive 12-Color HD Printing.

Subtotal: \$872.00

Digital files must conform to Fossil File Prep Guidelines (FossilGraphics.com)
Electronic layout proofs provided at no charge.

Subtotal: 872.00

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P - Custom Shape; T - Threaded Inserts; D - Double Sided; H - Holes;
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Shipping:

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TOTAL: \$872.00

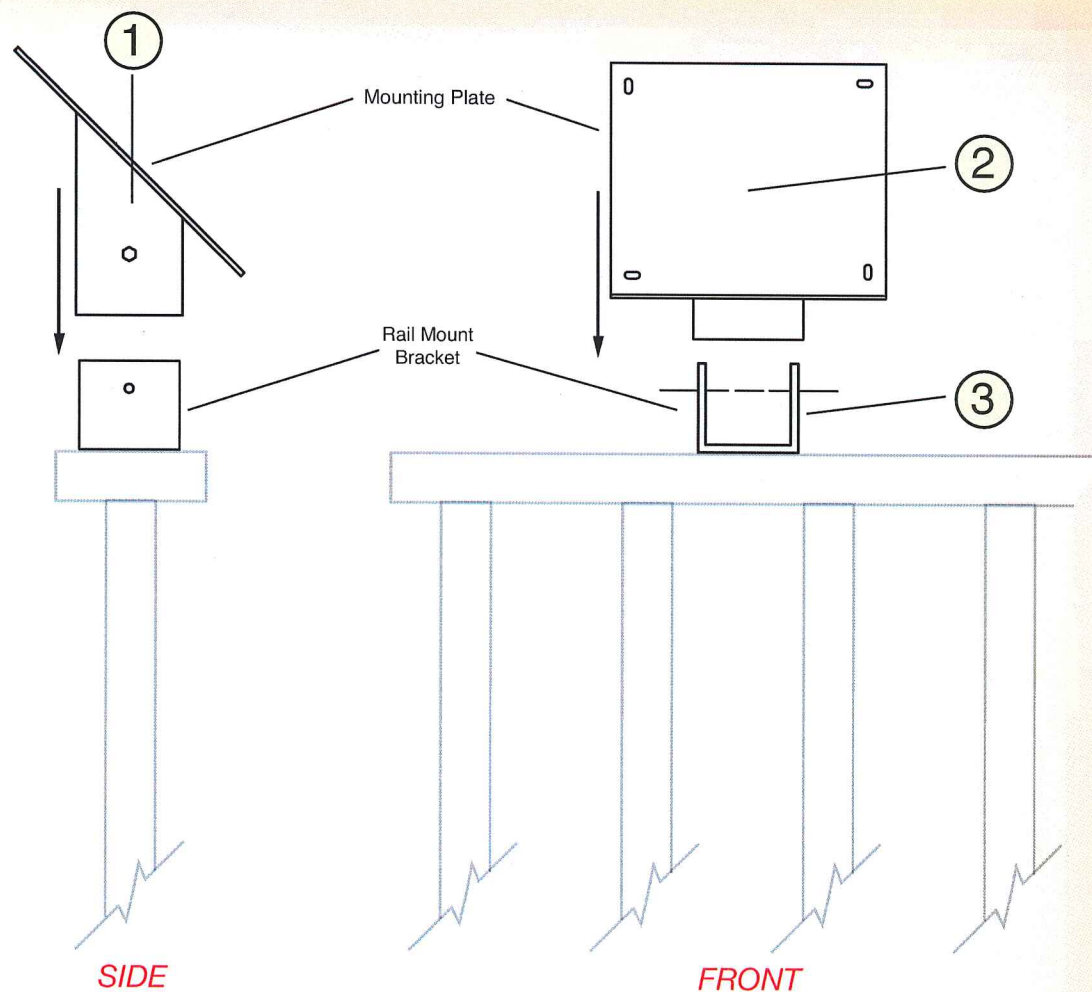
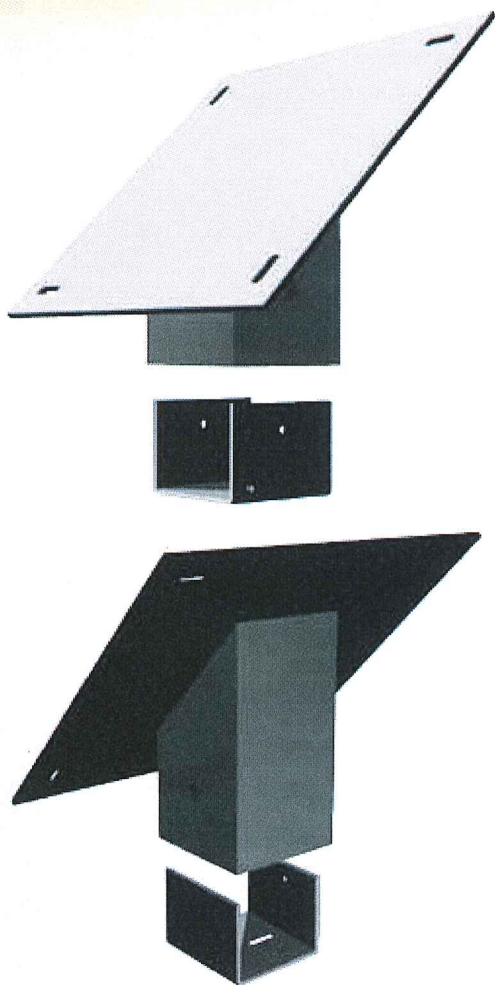
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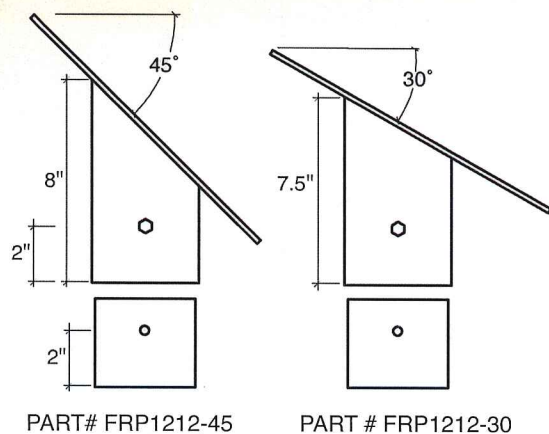


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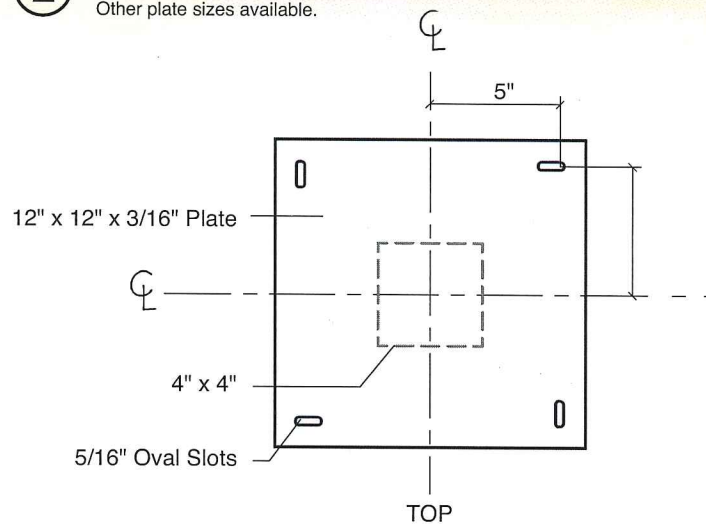
Part #: FRP1212-45
FRP1212-30

1 Rail Mount Post Assembly

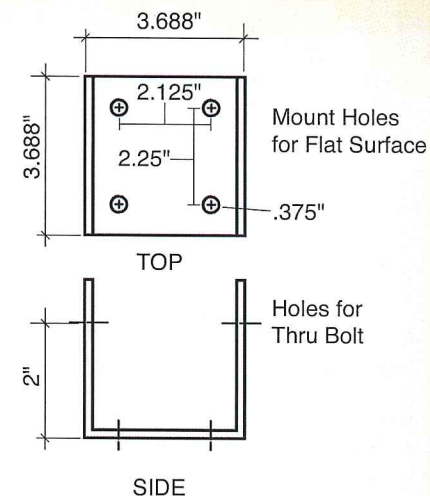


2 Mounting Plate

Other plate sizes available.



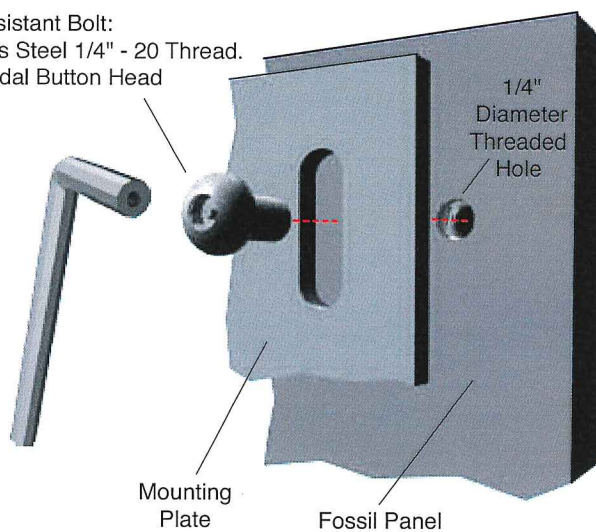
3 Rail Mount Bracket



4 Attaching Panel to Hardware

Tamper Resistant Bolt:

- Stainless Steel 1/4" - 20 Thread.
- Anti-vandal Button Head



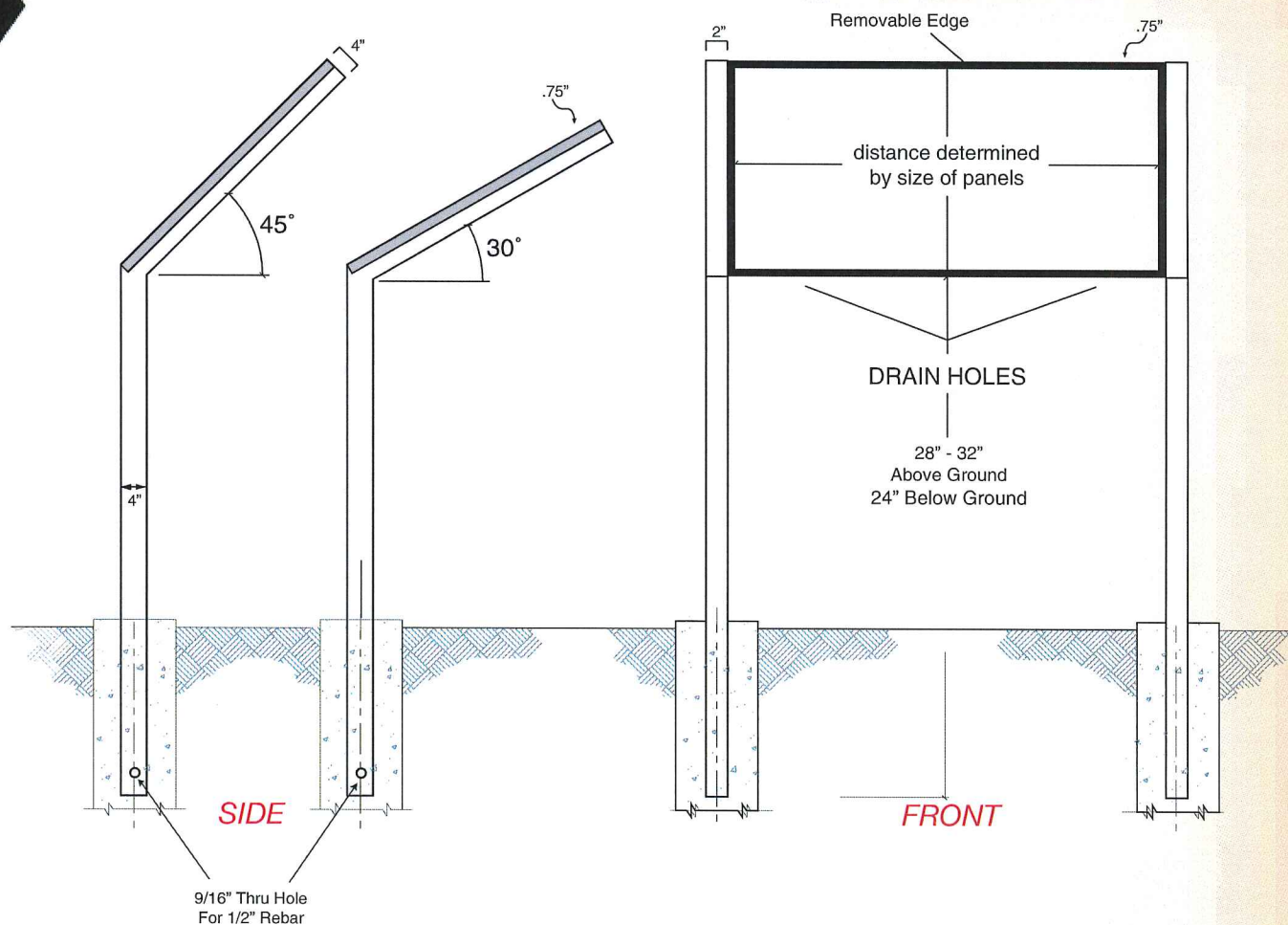
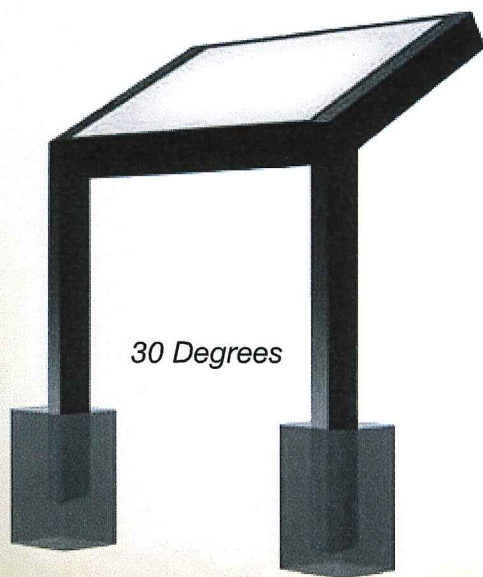
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CAPE COD

R E G I O N A L

Technical High School

Eastham Selectmen

November 21, 2016

(1)

Cape Cod Tech

Agenda

1. Where have we been?
2. What is the timeline?
3. What does the vote look like?
4. Initial Estimates for potential solutions
5. Handouts
 1. Attachment A - Project Timeline as of October 2016
 2. Attachment B - Bay Path Vote Example
 3. Attachment C - Alternatives with preliminary estimates
 4. Attachment D – Financial Impact for Your Town



Student Enrollment Trend

	2011		2012		2013		2014		2015		2016	
	Students	%	Students	%	Students	%	Students	%	Students	%	Students	%
Barnstable	183	26.41%	171	25.60%	168	25.69%	168	25.69%	176	27.16%	173	27.99%
Brewster	45	6.49%	39	5.84%	42	6.42%	42	6.42%	39	6.02%	43	6.96%
Chatham	18	2.60%	19	2.84%	23	3.52%	21	3.21%	17	2.62%	11	1.78%
Dennis	98	14.14%	92	13.77%	93	14.22%	85	13.00%	77	11.88%	76	12.30%
Eastham	12	1.73%	17	2.54%	14	2.14%	13	1.99%	11	1.70%	16	2.59%
Harwich	68	9.81%	74	11.08%	85	13.00%	73	11.16%	73	11.27%	75	12.14%
Mashpee	67	9.67%	62	9.28%	55	8.41%	57	8.72%	62	9.57%	59	9.55%
Orleans	18	2.60%	19	2.84%	14	2.14%	12	1.83%	14	2.16%	13	2.10%
Provincetown	5	0.72%	5	0.75%	4	0.61%	6	0.92%	4	0.62%	3	0.49%
Truro	6	0.87%	5	0.75%	5	0.76%	3	0.46%	2	0.31%	1	0.16%
Wellfleet	6	0.87%	4	0.60%	4	0.61%	6	0.92%	8	1.23%	7	1.13%
Yarmouth	166	23.95%	161	24.10%	147	22.48%	168	25.69%	163	25.15%	141	22.82%
Out-of-District									2	0.31%		
	693		668		654		654		648		618	

Massachusetts School Building Authority (MSBA) at Cape Cod Tech

MSBA Phase I: Eligibility Period

- In January of 2015, after 4 Statements of Interest (SOI's) to the MSBA, Cape Cod Tech was accepted into the eligibility period in the MSBA's "CORE" program for a new school or a major reconstruction/renovation of the existing facility.
- The Cape Cod Regional Technical H.S. has formed a School Building Committee comprised of 25 members representing the interest of our 12 sending towns. Glenn Olson represents Eastham on this committee.
- We reached agreement on a design enrollment of 650 students

Feasibility Phase & Schematic Design

MSBA Module II: Forming the team

Completed Items to date

- On September 30, 2015, the Cape Cod Regional Technical High School was invited into the Feasibility and Schematic Design Phase.
- On February 1, 2016, Strategic Building Solutions, DBA Colliers International was chosen as our Owners Project Manager (OPM).
- On May 17, 2016, Drummey, Rosane and Anderson (DRA) was selected as our designer.



Feasibility Phase & Schematic Design

MSBA Module III: Feasibility Study

Completed Items (continued)

- On June 23, 2016, the Cape Cod Regional Technical High School committee chose to close our Welding/Metal Fabrication and Early Childhood Education programs.
- On July 11, 12 and 29, “Visioning Sessions” were held at our school with an educational consultant assigned to our project, Dr. Frank Locker. Thirty-five stakeholders from inside and outside the school participated.

For up-to-date information on the progress of the project, visit

<http://capetech.us/domain/50>



Feasibility Phase & Schematic Design

MSBA Module III: Feasibility Study

Completed Items:

- In October 2016 we submitted with the assistance of our team:
 - Educational Program design
 - Initial Space Summary
 - Evaluation of existing conditions
 - Site development Requirements
- From October through December 2017, a preferred solution study will take place.



Feasibility Phase & Schematic Design

MSBA Module III: Feasibility Study

Items to be completed (continued):

- From October 2016 through December 2016, a preferred solution study will take place which will identify:
 - New school options
 - Several renovation/addition options
- By January 4, 2017, we need to select and submit our preferred option to the MSBA in consultation with our school building committee and our school committee.
- On February 15, 2017, the MSBA would approve our preferred solution.



Feasibility Phase & Schematic Design

MSBA Module IV: Schematic Design

Items to be completed (continued):

- From February through May 2017, the design process occurs.
- By early June 2017, specific, detailed cost estimates will be generated
- By August 2017, project scope and budget should be complete with warrants due to sending towns by August 24, 2017
- On August 23, 2017, MSBA approves the Schematic Design



Feasibility Phase & Schematic Design

MSBA Module V: Funding the Project

Items to be completed (continued):

- From February/March through August 2017, communication with appropriate town committees explaining our preferred option with design and financial specifics.
- On October 24, 2017, a district-wide election will be held pursuant to Chapter 71 Section 16 (n).



What is Chapter 71 Section 16 (N)?

- **Vote of the district committee authorizing the debt is approved by a majority of the registered voters in the member towns voting on the question at an election under the following provisions:**
 - **Warrant addressed to registered voters in member towns**
 - **Warrant signed by a majority of district committee**
 - **Sets forth date of election**
 - **Polling places**

What is Chapter 71 Section 16 (N)?

- Hours polls to be open
- Question which is to appear on the ballot
- Must post warrant attested by secretary of the committee in public place in each town
- Must publish in one newspaper of general circulation at least ten days before election
- Number/location of polling places determined by district committee after consultation with selectmen or council

What is Chapter 71 Section 16 (N)?

- Hours must be uniform throughout the district
- Hours must be not less than 4 hours but no more than eight hours
- District committee responsible for preparation of ballots
- Town clerk of each town certifies the results to the district committee
- Expenses of election paid by regional school district as operating expense
- Defeat of proposal shall not prevent the resubmission of the same proposal as a new authorization

Town Clerk's Meeting at CCT

April 5, 2016

- Discussed Chapter 71 Section 16 (n)
- Discussed the example of Bay Path Regional Technical High School
- Determined October 24, 2017 election date
- Determined warrants would be due a 1 -2 months prior on August 24, 2017 (estimated)

Bay Path Regional Technical High School Example

- See Attachment B
- Approximately \$73.8 million dollar project
- Utilized Chapter 71 Section 16 (n)
- 67.41 % MSBA reimbursement rate for allowable costs
 - Cape Cod Tech currently 42 %!
- 10 towns

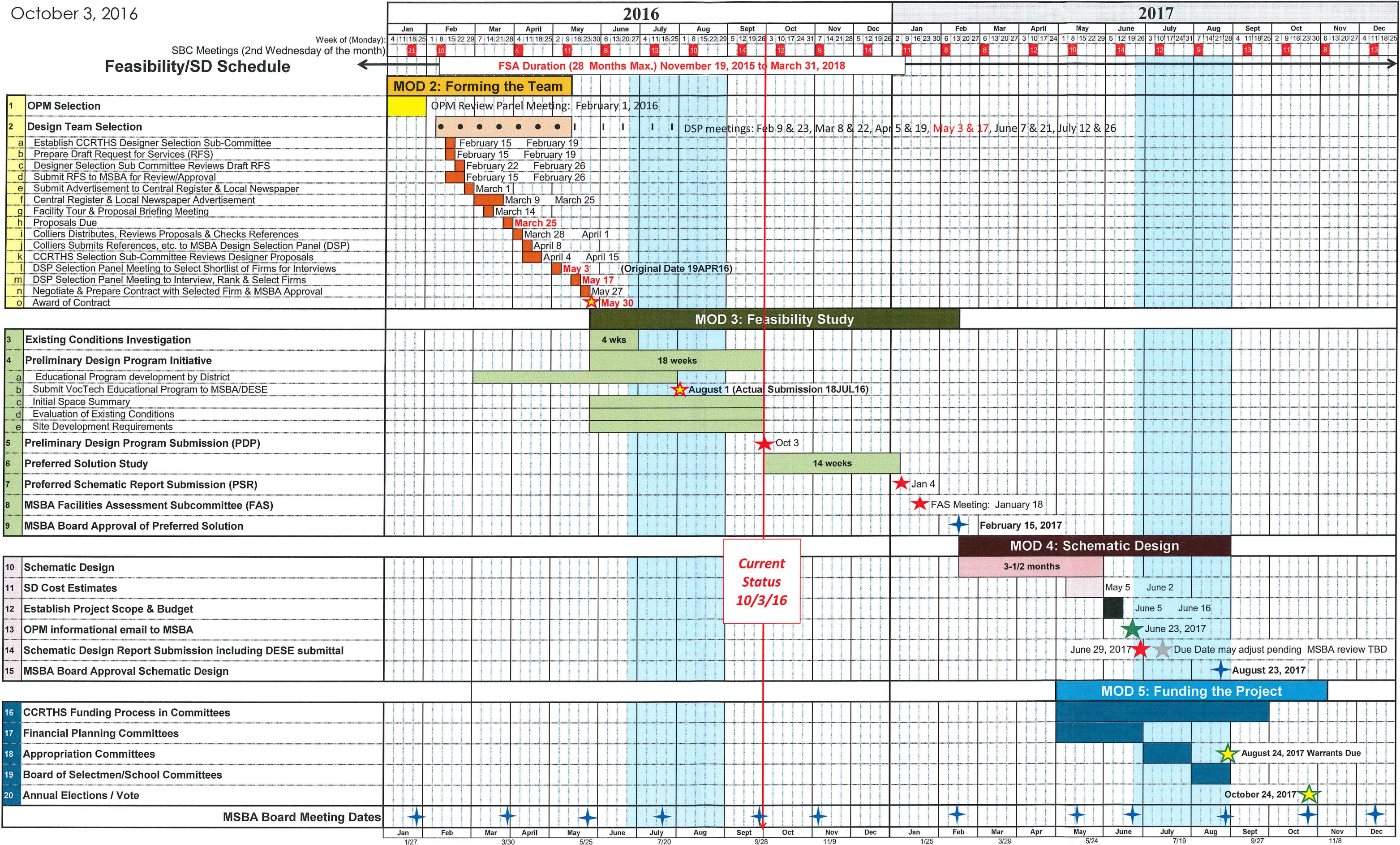
School Building Committee Meeting in October 2016

- Drummey, Rosane & Anderson presented seven alternatives with preliminary cost estimates as we transitioned into the preferred solution study **Attachment C**
- **Attachment D** shows scenarios by town for 30 years for each alternative

Questions? & Thank You

Cape Cod Regional Technical High School
FEASIBILITY STUDY & SCHEMATIC DESIGN SCHEDULE

October 3, 2016



- B.3.c. ***ACCEPTANCE OF BUILDING COMMITTEE RECOMMENDATION TO HOLD A DISTRICT WIDE ELECTION*** – As recommended by the Superintendent-Director and the School Building Committee for the SWCRVSD,

A MOTION was made by Robert Zukowski that the full school committee vote to approve a *district wide election* for the Bay Path Building/Renovation Project.

Seconded by Olaf Garcia

VOTED: Unanimous

- B.3.d. ***APPROVAL OF DATE AND TIME OF DISTRICT-WIDE ELECTION*** – As recommended by the Superintendent-Director and the School Building Committee for the SWCRVSD,

After a lengthy discussion,

A MOTION was made by Michael Langevin that the full school committee vote to *set the date for the district wide vote for Thursday, October 4, 2012.*

Seconded by Robert Mowatt

VOTED: Unanimous

A MOTION was made by Clarence A. Bachand that the full school committee vote to *set the time for the district wide vote from 12:00pm to 8:00pm.*

Seconded by Donald Erickson

After much discussion and opposition to the time set for the district wide vote Clarence Bachand and Donald Erickson withdrew their motion to set the time from 12:00pm to 8:00pm.

A MOTION was made by Clarence A. Bachand that the full school committee vote to *set the time for the district wide vote from 7:00am to 8:00pm.*

Seconded by Michael Langevin

VOTED: Yes (16) No (2) Robert Wheeler and Robert Zukowski

Motion carries

- ➔ B.3.e. ***APPROVAL OF BUILDING/RENOVATION PROJECT AND DISTRICT WIDE ELECTION WARRANT*** – As recommended by the Superintendent-Director and the School Building Committee for the SWCRVSD,

A MOTION was made by Olaf Garcia that we vote to *approve the language for the Building/Renovation Project and the Election Warrant* as follows:

VOTED: That the Southern Worcester County Regional Vocational School District (the "District") hereby appropriates the amount of \$73,722,405 for the purpose of paying costs of designing, constructing, originally equipping and furnishing an addition to and renovation of the Bay Path Regional Vocational Technical High School, located at 57 Old Muggett Hill Road, Charlton, including the payment of all costs incidental or related thereto (the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of the School

REGULAR MEETING MINUTES – AUGUST 6, 2012

Building Committee. To meet this appropriation the District is authorized to borrow said amount, under and pursuant to Chapter 71, Section 16(n) of the General Laws and the District Agreement, as amended, or pursuant to any other enabling authority. The District acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District; provided further that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) sixty-seven and forty-one hundredths percent (67.41%) of eligible, approved Project costs, as determined by the MSBA, and (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA.

If the District were to receive an MSBA grant in the amount of 67.41% of eligible, approved Project costs, it is anticipated that the net principal amount of this debt allocable to each member town of the District, exclusive of interest, would be approximately as follows:

<u>Member Town</u>	<u>Approximate Amount</u>	<u>Member Town</u>	<u>Approximate Amount</u>
Auburn	\$3,589,631	Paxton	\$1,085,846
Charlton	\$3,471,125	Rutland	\$2,415,594
Dudley	\$2,838,633	Southbridge	\$3,743,965
North Brookfield	\$1,016,947	Spencer	\$2,462,446
Oxford	\$3,318,170	Webster	\$3,363,643

The debt authorized by this vote of the Committee shall be submitted to the registered voters of the District's member towns for approval at a District-wide election in accordance with the provisions of Chapter 71, Section 14D and Chapter 71, Section 16(n) of the General Laws. The date of such District-wide election shall be October 4, 2012, and the warrant calling such election, substantially in the form presented to this meeting, with such revisions as the Superintendent-Director shall deem necessary, is hereby approved.

Seconded by: Robert Mowatt

After a lengthy discussion about the *language contained in the warrant regarding the grant from MSBA and no notation regarding the actual total of \$27.3 million dollars that will be paid by the towns.*

A MOTION was made by Olaf Garcia that we move the question for a vote.

Seconded by: Dr. Rene J. Hamel

VOTED: Yes (15) No (3) Al Beland, Timothy Schur, Helen Lenti

Mr. Wilby informed the Committee that he has assigned members to a new Marketing Committee which he will share later in the meeting.

B.3.f. PERMISSION TO PARTICIPATE IN CAMP SUNSHINE – Health Technologies –
As recommended by the Superintendent-Director,

A MOTION was made by Olaf Garcia that we vote to allow 10 students and two teachers to volunteer at Camp Sunshine on Lake Sebago in Casco Maine from Wednesday, October 10 through Sunday, October 14, 2012, with transportation to be provided by the district.

Seconded by Michael Langevin

VOTED: Unanimous

Preliminary Evaluation

Alternative	Educational Program goals	Site & Facility goals	Phasing impacts	Construction Cost Range	Project Cost Range
Base Repairs	Does not address educational goals or correct educational deficiencies	Prolongs useful life of existing building.	Very disruptive schedule requiring swing space or extended construction period over a number of summers	\$25-\$50 Million	\$35-\$65 Million
Reno Only A.1	Would not meet all space requirements. Improved integration of shops and classrooms. Lacks collaborative space.	Prolongs useful life of existing building. Site access remains essentially as is.	Very disruptive for at least three academic years. Requires modular classrooms for swing space. Limited access to core facilities during certain phases	\$65-\$80 Million	\$85-\$105 Million
Add/Reno B.1	Would mostly meet space requirements for academic areas with improved collaborative spaces.	Prolongs useful life of existing building. Improved main entrance location.	Very disruptive for probably three academic years. May require some modular classrooms for swing space beyond the addition.	\$75-\$90 Million	\$100-\$120 Million
Add/Reno/Demo B.2	Would mostly meet space requirements for academic areas with collaborative spaces. Better integration of shops and classrooms. Better consolidation of academies.	Prolongs useful life of existing building. Improved main entrance and public access.	Very disruptive for probably three academic years. Will require significant modular classrooms as new construction can't begin until after demolition.	\$85- 100 Million	\$110-\$130 Million
New Construction C.1	Would meet space requirements and educational goals	Good entrance location, but sits low on site. Maximizes available green space. Separate bus and car drop-offs. Some expansion potential.	Least disruptive impact on existing school. Football field is unavailable during construction	\$100-\$120 Million	\$130- 150 Million
New Construction C.2	Would meet space requirements and educational goals	Good entrance location, sits high on site. Maximizes available green space. Separate bus and car drop-offs. Some expansion potential.	Least disruptive impact on existing school. Faculty parking is unavailable during construction. Alternative temporary parking needed.	\$100-\$120 Million	\$130- 150 Million
New Construction C.3	Would meet space requirements and educational goals	Good entrance location, but sits low on site. Maximizes available green space. Separate bus and car drop-offs. Close to abutters. Some expansion potential.	Some disruption on existing school. Athletic fields are unavailable during construction.	\$100-\$120 Million	\$130- 150 Million
New Construction C.4	Would meet space requirements and educational goals	Building is tight to street. Maximizes available green space. Separate bus and car drop-offs. Some expansion potential.	Significant disruption to existing school and septic system. Soccer and track are unavailable during construction.	\$105-\$125 Million	\$135-\$160 Million

**Cape Cod Regional Technical High School
New Construction**

MEMBER MUNICIPALITIES ENROLLMENT:

Town of Barnstable	173
Town of Brewster	41
Town of Chatham	19
Town of Dennis	16
Town of Eastham	73
Town of Harwich	59
Town of Mashpee	13
Town of Orleans	3
Town of Provincetown	1
Town of Truro	7
Town of Wellfleet	181
TOTAL ENROLLMENT:	618

Total Project Costs:	\$	150,000,000
MSBA Reimbursement Level:	\$	40,000,000
District's Local Share of Project Costs:	\$	90,000,000
Projected Bonds dated:		10/15/19
Projected Interest Rate on 10/15/19 Bonds:		5.00%

Fiscal 2016 Valuations

Barnstable	10,444,122,486	(split tax rate)
Brewster	3,474,553,676	
Chatham	6,291,316,460	
Dennis	6,137,893,650	
Eastham	2,725,517,180	
Harwich	4,814,009,800	
Mashpee	4,765,806,430	
Orleans	3,727,103,119	
Provincetown	2,018,345,642	(split tax rate)
Truro	2,984,296,439	
Wellfleet	2,352,621,930	
Yarmouth	5,409,916,109	

Member Municipality Proration of Debt Service and Est. Residential Tax Rate Impact per \$1,000 of Assessed Value

Fiscal Year	Equals Net Total Debt Service	Barnstable		Brewster		Chatham		Dennis		Eastham		Harwich		Mashpee		Orleans		Provincetown		Truro		Wellfleet		Yarmouth	
		Barnstable Debt Service Proration	Barnstable Est. Tax Rate Impact per \$1,000	Brewster Debt Service Proration	Brewster Est. Tax Rate Impact per \$1,000	Chatham Debt Service Proration	Chatham Est. Tax Rate Impact per \$1,000	Dennis Debt Service Proration	Dennis Est. Tax Rate Impact per \$1,000	Eastham Debt Service Proration	Eastham Est. Tax Rate Impact per \$1,000	Harwich Debt Service Proration	Harwich Est. Tax Rate Impact per \$1,000	Mashpee Debt Service Proration	Mashpee Est. Tax Rate Impact per \$1,000	Orleans Debt Service Proration	Orleans Est. Tax Rate Impact per \$1,000	Provincetown Debt Service Proration	Provincetown Est. Tax Rate Impact per \$1,000	Truro Debt Service Proration	Truro Est. Tax Rate Impact per \$1,000	Wellfleet Debt Service Proration	Wellfleet Est. Tax Rate Impact per \$1,000	Yarmouth Debt Service Proration	Yarmouth Est. Tax Rate Impact per \$1,000
2020	2,258,000	429,854	0.05	158,553	0.05	40,948	0.01	276,629	0.05	68,258	0.02	273,058	0.06	214,606	0.06	47,330	0.01	10,922	0.008	3,643	0.002	15,445	0.01	513,350	0.09
2021	5,791,875	1,821,320	0.14	402,995	0.12	103,092	0.02	712,269	0.12	149,051	0.08	702,897	0.15	552,948	0.12	121,826	0.03	28,116	0.012	9,372	0.004	65,604	0.03	1,321,447	0.24
2022	5,793,873	1,821,910	0.14	403,134	0.12	103,127	0.02	712,515	0.12	150,003	0.08	703,140	0.15	553,137	0.12	121,878	0.03	28,126	0.012	9,375	0.004	65,626	0.03	1,321,504	0.24
2023	5,792,375	1,821,400	0.14	403,029	0.12	103,101	0.02	712,331	0.12	149,004	0.08	702,958	0.15	552,934	0.12	121,846	0.03	28,116	0.012	9,373	0.004	65,600	0.03	1,321,561	0.24
2024	5,792,250	1,821,455	0.14	403,021	0.12	103,098	0.02	712,316	0.12	149,961	0.08	702,943	0.15	552,982	0.12	121,864	0.03	28,118	0.012	9,373	0.004	65,606	0.03	1,321,538	0.24
2025	5,793,250	1,821,735	0.14	403,090	0.12	103,116	0.02	712,439	0.12	149,987	0.08	703,054	0.15	553,077	0.12	121,864	0.03	28,123	0.012	9,374	0.004	65,610	0.03	1,321,761	0.24
2026	5,790,250	1,820,895	0.14	402,881	0.12	103,063	0.02	712,070	0.12	149,009	0.08	702,700	0.15	552,791	0.12	121,801	0.03	28,108	0.012	9,369	0.004	65,585	0.03	1,321,076	0.24
2027	5,793,000	1,821,665	0.14	403,073	0.12	103,112	0.02	712,408	0.12	149,961	0.08	703,034	0.15	553,053	0.12	121,859	0.03	28,121	0.012	9,374	0.004	65,617	0.03	1,321,704	0.24
2028	5,791,250	1,821,176	0.14	402,991	0.12	103,081	0.02	712,193	0.12	149,935	0.08	702,822	0.15	552,896	0.12	121,822	0.03	28,113	0.012	9,371	0.004	65,597	0.03	1,321,305	0.24
2029	5,789,875	1,820,790	0.14	402,855	0.12	103,050	0.02	712,023	0.12	149,900	0.08	702,665	0.15	552,755	0.12	121,793	0.03	28,106	0.012	9,369	0.004	65,581	0.03	1,320,991	0.24
2030	5,793,500	1,821,605	0.14	403,108	0.12	103,121	0.02	712,469	0.12	149,994	0.08	703,095	0.15	553,101	0.12	121,870	0.03	28,124	0.012	9,375	0.004	65,622	0.03	1,321,818	0.24
2031	5,791,875	1,821,350	0.14	402,995	0.12	103,092	0.02	712,269	0.12	149,951	0.08	702,897	0.15	552,948	0.12	121,826	0.03	28,116	0.012	9,372	0.004	65,604	0.03	1,321,447	0.24
2032	5,789,875	1,820,790	0.14	402,855	0.12	103,050	0.02	712,023	0.12	149,900	0.08	702,655	0.15	552,755	0.12	121,793	0.03	28,106	0.012	9,369	0.004	65,581	0.03	1,320,991	0.24
2033	5,792,125	1,821,420	0.14	403,012	0.12	103,096	0.02	712,300	0.12	149,958	0.08	702,828	0.15	552,970	0.12	121,841	0.03	28,117	0.012	9,372	0.004	65,607	0.03	1,321,504	0.24
2034	5,793,250	1,821,735	0.14	403,090	0.12	103,116	0.02	712,439	0.12	149,987	0.08	703,054	0.15	553,077	0.12	121,864	0.03	28,123	0.012	9,374	0.004	65,619	0.03	1,321,761	0.24
2035	5,793,000	1,821,665	0.14	403,073	0.12	103,112	0.02	712,408	0.12	149,961	0.08	703,034	0.15	553,053	0.12	121,859	0.03	28,121	0.012	9,374	0.004	65,617	0.03	1,321,704	0.24
2036	5,791,125	1,821,140	0.14	402,942	0.12	103,078	0.02	712,177	0.12	149,932	0.08	702,806	0.15	552,874	0.12	121,800	0.03	28,112	0.012	9,371	0.004	65,595	0.03	1,321,276	0.24
2037	5,792,250	1,821,455	0.14	403,071	0.12	103,098	0.02	712,316	0.12	149,961	0.08	703,043	0.15	552,942	0.12	121,843	0.03	28,118	0.012	9,373	0.004	65,603	0.03	1,321,523	0.24
2038	5,791,000	1,821,108	0.14	402,914	0.12	103,076	0.02	712,152	0.12	149,925	0.08	702,791	0.15	552,852	0.12	121,817	0.03	28,112	0.012	9,371	0.004	65,594	0.03	1,321,248	0.24
2039	5,792,000	1,821,385	0.14	403,003	0.12	103,094	0.02	712,255	0.12	149,955	0.08	702,913	0.15	552,958	0.12	121,828	0.03	28,117	0.012	9,372	0.004	65,605	0.03	1,321,476	0.24
2040	5,789,875	1,820,790	0.14	402,855	0.12	103,056	0.02	712,023	0.12	149,900	0.08	702,655	0.15	552,755	0.12	121,793	0.03	28,106	0.012	9,369	0.004	65,581	0.03	1,320,991	0.24
2041	5,794,125	1,821,980	0.14	403,151	0.12	103,132	0.02	712,546	0.12	150,010	0.08	703,171	0.15	553,181	0.12	121,883	0.03	28,127	0.012	9,376	0.004	65,629	0.03	1,321,961	0.24
2042	5,789,375	1,820,650	0.14	402,821	0.12	103,047	0.02	711,962	0.12	149,887	0.08	702,584	0.15	552,737	0.12	121,783	0.03	28,104	0.012	9,368	0.004	65,575	0.03	1,320,877	0.24
2043	5,790,250	1,820,895	0.14	402,901	0.12	103,063	0.02	712,070	0.12	149,900	0.08	702,700	0.15	552,781	0.12	121,801	0.03	28,108	0.012	9,369	0.004	65,585	0.03	1,321,076	0.24
2044	5,791,375	1,821,140	0.14	402,942	0.12	103,078	0.02	712,177	0.12	149,932	0.08	703,006	0.15	552,874	0.12	121,820	0.03	28,112	0.012	9,371	0.004	65,595	0.03	1,321,276	0.24
2045	5,791,500	1,821,245	0.14	402,968	0.12	103,085	0.02	712,233	0.12	149,942	0.08	703,052	0.15	552,919	0.12	121,828	0.03	28,114	0.012	9,371	0.004	65,600	0.03	1,321,282	0.24
2046	5,790,875	1,821,070	0.14	402,925	0.12	103,074	0.02	712,146	0.12	149,926	0.08	702,776	0.15	552,851	0.12	121,815	0.03	28,111	0.012	9,370	0.004	65,592	0.03	1,321,219	0.24
2047	5,793,625	1,821,840	0.14	403,116	0.12	103,123	0.02	712,485	0.12	149,997	0.08	703,119	0.15	553,113	0.12	121,872	0.03	28,124	0.012	9,375	0.004	65,624	0.03	1,321,846	0.24
2048	5,794,125	1,821,980	0.14	403,151	0.12	103,132	0.02	712,546	0.12	150,010	0.08	703,171	0.15	553,181	0.12	121,883	0.03	28,127	0.012	9,376	0.004	65,629	0.03	1,321,961	0.24
2049	5,791,875	1,821,350	0.14	402,995	0.12	103,092	0.02	712,269	0.12	149,951	0.08	702,897	0.15	552,948	0.12	121,826	0.03	28,116	0.012	9,372	0.004	65,604	0.03	1,321,447	0.24
2050	5,791,250	1,821,175	0.14	402,951	0.12	103,081	0.02	712,193	0.12	149,935	0.08	702,822	0.15	552,896	0.12	121,822	0.03	28,113	0.012	9,371	0.004	65,597	0.03	1,321,305	0.24
Total	128,058,000	48,270,288		12,746,372		3,132,793		21,644,751		4,556,790		21,059,351		16,803,182		3,702,392		854,358		784,789		4,693,595		40,156,705	

Assumptions:
 † Barnstable and Provincetown have split tax rates. Assessed valuation shown reflects residential valuation net of exempt debt.
 ‡ Debt service proration based on FY2016 weighted figures.
 † Bonds structured on a level debt service basis for a maximum term of 30 years.
 † Bonds reflect only estimated local share of project costs.

**Cape Cod Regional Technical High School
New Construction
Estimated Total Project Cost \$150,000,000
Est. 40% MSBA Reimbursement**

EST. LEVEL DEBT SERVICE SCHEDULE

<u>Year</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total P+I</u>
6/30/2020	-	5.00%	2,250,000	2,250,000
6/30/2021	1,325,000	5.00%	4,466,875	5,791,875
6/30/2022	1,395,000	5.00%	4,398,875	5,793,875
6/30/2023	1,465,000	5.00%	4,327,375	5,792,375
6/30/2024	1,540,000	5.00%	4,252,250	5,792,250
6/30/2025	1,620,000	5.00%	4,173,250	5,793,250
6/30/2026	1,700,000	5.00%	4,090,250	5,790,250
6/30/2027	1,790,000	5.00%	4,003,000	5,793,000
6/30/2028	1,880,000	5.00%	3,911,250	5,791,250
6/30/2029	1,975,000	5.00%	3,814,875	5,789,875
6/30/2030	2,080,000	5.00%	3,713,500	5,793,500
6/30/2031	2,185,000	5.00%	3,606,875	5,791,875
6/30/2032	2,295,000	5.00%	3,494,875	5,789,875
6/30/2033	2,415,000	5.00%	3,377,125	5,792,125
6/30/2034	2,540,000	5.00%	3,253,250	5,793,250
6/30/2035	2,670,000	5.00%	3,123,000	5,793,000
6/30/2036	2,805,000	5.00%	2,986,125	5,791,125
6/30/2037	2,950,000	5.00%	2,842,250	5,792,250
6/30/2038	3,100,000	5.00%	2,691,000	5,791,000
6/30/2039	3,260,000	5.00%	2,532,000	5,792,000
6/30/2040	3,425,000	5.00%	2,364,875	5,789,875
6/30/2041	3,605,000	5.00%	2,189,125	5,794,125
6/30/2042	3,785,000	5.00%	2,004,375	5,789,375
6/30/2043	3,980,000	5.00%	1,810,250	5,790,250
6/30/2044	4,185,000	5.00%	1,606,125	5,791,125
6/30/2045	4,400,000	5.00%	1,391,500	5,791,500
6/30/2046	4,625,000	5.00%	1,165,875	5,790,875
6/30/2047	4,865,000	5.00%	928,625	5,793,625
6/30/2048	5,115,000	5.00%	679,125	5,794,125
6/30/2049	5,375,000	5.00%	416,875	5,791,875
6/30/2050	5,650,000	5.00%	141,250	5,791,250
Total	90,000,000		86,006,000	176,006,000

**Cape Cod Regional Technical High School
Addition/Renovation/Demolition**

MEMBER MUNICIPALITIES ENROLLMENT:

Town of Barnstable	173
Town of Brewster	43
Town of Chatham	11
Town of Dennis	76
Town of Eastham	16
Town of Harwich	75
Town of Mashpee	59
Town of Orleans	13
Town of Provincetown	3
Town of Truro	1
Town of Wellfleet	7
Town of Yarmouth	141
TOTAL ENROLLMENT:	618

Total Project Costs:	\$	130,000,000
MSHA Reimbursement Level:	\$	52,000,000
District's Local Share of Project Costs:	\$	78,000,000
Projected Bonds dated:		10/15/19
Projected Interest Rate on 10/15/19 Bonds:		5.07%

Fiscal 2016 Valuations

Barnstable	10,444,122,486	(split tax rate)
Brewster	3,474,653,670	
Chatham	6,293,316,460	
Dennis	6,137,093,650	
Eastham	2,725,537,169	
Harwich	4,814,009,809	
Mashpee	4,765,906,450	
Orleans	3,727,103,119	
Provincetown	2,018,345,642	(split tax rate)
Truro	2,094,206,439	
Wellfleet	2,252,621,830	
Yarmouth	5,469,918,100	

Member Municipality Proration of Debt Service and Est. Residential Tax Rate Impact per \$1,000 of Assessed Value

Fiscal Year	Equity Net Total Debt Service	Barnstable		Brewster		Chatham		Dennis		Eastham		Harwich		Mashpee		Orleans		Provincetown		Truro		Wellfleet		Yarmouth	
		Debt Service Proration	Barnstable Est. Tax Rate Impact per \$1,000	Debt Service Proration	Est. Tax Rate Impact per \$1,000	Debt Service Proration	Chatham Est. Tax Rate Impact per \$1,000	Debt Service Proration	Dennis Est. Tax Rate Impact per \$1,000	Debt Service Proration	Eastham Est. Tax Rate Impact per \$1,000	Debt Service Proration	Harwich Est. Tax Rate Impact per \$1,000	Debt Service Proration	Mashpee Est. Tax Rate Impact per \$1,000	Debt Service Proration	Orleans Est. Tax Rate Impact per \$1,000	Debt Service Proration	Provincetown Est. Tax Rate Impact per \$1,000	Debt Service Proration	Truro Est. Tax Rate Impact per \$1,000	Debt Service Proration	Wellfleet Est. Tax Rate Impact per \$1,000	Debt Service Proration	Yarmouth Est. Tax Rate Impact per \$1,000
2020	1,950,000	545,874	0.05	135,680	0.04	34,709	0.01	229,806	0.04	50,485	0.02	236,650	0.05	188,185	0.04	41,019	0.01	9,468	0.004	3,155	0.002	22,087	0.01	444,903	0.08
2021	3,021,250	1,405,825	0.12	349,375	0.10	89,375	0.01	617,500	0.10	193,000	0.05	609,375	0.13	479,375	0.10	105,625	0.03	24,375	0.010	8,125	0.004	58,875	0.03	1,145,625	0.21
2022	5,017,375	1,434,540	0.12	349,105	0.10	89,308	0.01	617,023	0.10	192,900	0.05	609,308	0.13	479,025	0.10	105,543	0.03	24,356	0.010	8,119	0.004	58,831	0.03	1,144,741	0.21
2023	5,020,500	1,435,416	0.12	349,323	0.10	89,362	0.01	617,408	0.10	192,981	0.05	609,384	0.13	479,303	0.10	105,609	0.03	24,371	0.010	8,124	0.004	58,867	0.03	1,145,454	0.21
2024	5,020,375	1,435,350	0.12	349,314	0.10	89,359	0.01	617,392	0.10	192,977	0.05	609,289	0.13	479,291	0.10	105,607	0.03	24,371	0.010	8,124	0.004	58,865	0.03	1,145,425	0.21
2025	5,021,475	1,435,800	0.12	349,418	0.10	89,368	0.01	617,577	0.10	193,016	0.05	609,451	0.13	479,435	0.10	105,638	0.03	24,378	0.010	8,126	0.004	58,887	0.03	1,145,768	0.21
2026	5,019,475	1,435,240	0.12	349,279	0.10	89,351	0.01	617,331	0.10	192,964	0.05	609,208	0.13	479,244	0.10	105,596	0.03	24,368	0.010	8,123	0.004	58,859	0.03	1,145,311	0.21
2027	5,019,250	1,435,065	0.12	349,236	0.10	89,330	0.01	617,254	0.10	192,948	0.05	609,132	0.13	479,184	0.10	105,583	0.03	24,365	0.010	8,122	0.004	58,852	0.03	1,145,169	0.21
2028	5,019,750	1,435,265	0.12	349,271	0.10	89,348	0.01	617,310	0.10	192,961	0.05	609,103	0.13	479,232	0.10	105,593	0.03	24,368	0.010	8,123	0.004	58,858	0.03	1,145,283	0.21
2029	5,021,125	1,435,350	0.12	349,366	0.10	89,373	0.01	617,455	0.10	192,997	0.05	609,309	0.13	479,363	0.10	105,627	0.03	24,374	0.010	8,125	0.004	58,874	0.03	1,145,506	0.21
2030	5,018,250	1,434,785	0.12	349,166	0.10	89,322	0.01	617,131	0.10	192,922	0.05	609,011	0.13	479,089	0.10	105,562	0.03	24,360	0.010	8,120	0.004	58,841	0.03	1,144,941	0.21
2031	5,020,375	1,435,500	0.12	349,349	0.10	89,368	0.01	617,454	0.10	192,990	0.05	609,329	0.13	479,339	0.10	105,617	0.03	24,373	0.010	8,124	0.004	58,871	0.03	1,145,579	0.21
2032	5,018,750	1,434,925	0.12	349,201	0.10	89,331	0.01	617,193	0.10	192,935	0.05	609,072	0.13	479,196	0.10	105,572	0.03	24,363	0.010	8,121	0.004	58,847	0.03	1,145,685	0.21
2033	5,021,425	1,435,730	0.12	349,401	0.10	89,382	0.01	617,540	0.10	193,010	0.05	609,471	0.13	479,411	0.10	105,633	0.03	24,377	0.010	8,126	0.004	58,879	0.03	1,145,711	0.21
2034	5,019,250	1,435,065	0.12	349,236	0.10	89,339	0.01	617,254	0.10	192,948	0.05	609,132	0.13	479,184	0.10	105,583	0.03	24,365	0.010	8,122	0.004	58,852	0.03	1,145,169	0.21
2035	5,021,275	1,435,660	0.12	349,384	0.10	89,377	0.01	617,515	0.10	193,003	0.05	609,399	0.13	479,387	0.10	105,628	0.03	24,376	0.010	8,125	0.004	58,876	0.03	1,145,654	0.21
2036	5,017,750	1,434,645	0.12	349,131	0.10	89,313	0.01	617,070	0.10	192,909	0.05	609,050	0.13	479,041	0.10	105,551	0.03	24,358	0.010	8,119	0.004	58,835	0.03	1,144,826	0.21
2037	5,018,125	1,434,750	0.12	349,158	0.10	89,319	0.01	617,116	0.10	192,918	0.05	609,096	0.13	479,077	0.10	105,559	0.03	24,360	0.010	8,120	0.004	58,840	0.03	1,144,912	0.21
2038	5,017,125	1,434,470	0.12	349,068	0.10	89,302	0.01	616,993	0.10	192,893	0.05	609,874	0.13	478,981	0.10	105,538	0.03	24,355	0.010	8,118	0.004	58,829	0.03	1,144,684	0.21
2039	5,019,375	1,435,100	0.12	349,245	0.10	89,342	0.01	617,269	0.10	192,951	0.05	609,147	0.13	479,196	0.10	105,586	0.03	24,368	0.010	8,122	0.004	58,864	0.03	1,145,197	0.21
2040	5,019,500	1,435,135	0.12	349,253	0.10	89,344	0.01	617,285	0.10	192,955	0.05	609,163	0.13	479,206	0.10	105,589	0.03	24,367	0.010	8,122	0.004	58,855	0.03	1,145,256	0.21
2041	5,017,250	1,434,605	0.12	349,097	0.10	89,304	0.01	617,008	0.10	192,899	0.05	609,830	0.13	478,981	0.10	105,541	0.03	24,356	0.010	8,119	0.004	58,830	0.03	1,144,712	0.21
2042	5,017,250	1,434,505	0.12	349,097	0.10	89,304	0.01	617,008	0.10	192,899	0.05	609,830	0.13	478,981	0.10	105,541	0.03	24,356	0.010	8,119	0.004	58,830	0.03	1,144,712	0.21
2043	5,019,000	1,434,995	0.12	349,218	0.10	89,335	0.01	617,223	0.10	192,942	0.05	609,102	0.13	479,182	0.10	105,578	0.03	24,364	0.010	8,124	0.004	58,850	0.03	1,145,112	0.21
2044	5,022,000	1,435,835	0.12	349,427	0.10	89,368	0.01	617,592	0.10	193,019	0.05	609,466	0.13	479,447	0.10	105,641	0.03	24,379	0.010	8,126	0.004	58,883	0.03	1,145,796	0.21
2045	5,020,875	1,435,500	0.12	349,349	0.10	89,368	0.01	617,454	0.10	192,990	0.05	609,329	0.13	479,339	0.10	105,617	0.03	24,373	0.010	8,124	0.004	58,871	0.03	1,145,539	0.21
2046	5,020,250	1,435,345	0.12	349,305	0.10	89,357	0.01	617,377	0.10	192,974	0.05	609,254	0.13	479,291	0.10	105,604	0.03	24,370	0.010	8,123	0.004	58,864	0.03	1,145,387	0.21
2047	5,019,825	1,435,375	0.12	349,282	0.10	89,348	0.01	617,309	0.10	192,958	0.05	609,179	0.13	479,255	0.10	105,591	0.03	24,367	0.010	8,122	0.004	58,867	0.03	1,145,254	0.21
2048	5,018,500	1,434,555	0.12	349,184	0.10	89,326	0.01	617,162	0.10	192,929	0.05	609,041	0.13	479,112	0.10	105,567	0.03	24,362	0.010	8,121	0.004	58,844	0.03	1,144,958	0.21
2049	5,021,250	1,435,625	0.12	349,375	0.10	89,375	0.01	617,500	0.10	193,000	0.05	609,375	0.13	479,375	0.10	105,625	0.03	24,375	0.010	8,125	0.004	58,875	0.03	1,145,625	0.21
2050	5,017,375	1,434,545	0.12	349,105	0.10	89,306	0.01	617,023	0.10	192,900	0.05	609,305	0.13	479,005	0.10	105,543	0.03	24,356	0.010	8,119	0.004	58,831	0.03	1,144,741	0.21
Total	152,536,750	42,700,417		10,633,394		2,715,065		18,758,565		3,945,172		18,511,742		14,562,570		3,708,702		740,470		246,823		1,727,763		34,502,074	

Assumptions:

- † Barnstable and Provincetown have split tax rates. Assessed valuation shown reflects residential valuation net of exempt debt.
- † Debt service proration based on FY2016 enrollment figures.
- † Bonds structured on a level debt service basis for a maximum term of 30 years.
- † Bonds reflect only estimated local share of project costs.

**Cape Cod Regional Technical High School
Addition/Renovation/Demolition
Estimated Total Project Cost \$130,000,000
Est. 40% MSBA Reimbursement**

EST. LEVEL DEBT SERVICE SCHEDULE

<u>Year</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total P+I</u>
6/30/2020	-	5.00%	1,950,000	1,950,000
6/30/2021	1,150,000	5.00%	3,871,250	5,021,250
6/30/2022	1,205,000	5.00%	3,812,375	5,017,375
6/30/2023	1,270,000	5.00%	3,750,500	5,020,500
6/30/2024	1,335,000	5.00%	3,685,375	5,020,375
6/30/2025	1,405,000	5.00%	3,616,875	5,021,875
6/30/2026	1,475,000	5.00%	3,544,875	5,019,875
6/30/2027	1,550,000	5.00%	3,469,250	5,019,250
6/30/2028	1,630,000	5.00%	3,389,750	5,019,750
6/30/2029	1,715,000	5.00%	3,306,125	5,021,125
6/30/2030	1,800,000	5.00%	3,218,250	5,018,250
6/30/2031	1,895,000	5.00%	3,125,875	5,020,875
6/30/2032	1,990,000	5.00%	3,028,750	5,018,750
6/30/2033	2,095,000	5.00%	2,926,625	5,021,625
6/30/2034	2,200,000	5.00%	2,819,250	5,019,250
6/30/2035	2,315,000	5.00%	2,706,375	5,021,375
6/30/2036	2,430,000	5.00%	2,587,750	5,017,750
6/30/2037	2,555,000	5.00%	2,463,125	5,018,125
6/30/2038	2,685,000	5.00%	2,332,125	5,017,125
6/30/2039	2,825,000	5.00%	2,194,375	5,019,375
6/30/2040	2,970,000	5.00%	2,049,500	5,019,500
6/30/2041	3,120,000	5.00%	1,897,250	5,017,250
6/30/2042	3,280,000	5.00%	1,737,250	5,017,250
6/30/2043	3,450,000	5.00%	1,569,000	5,019,000
6/30/2044	3,630,000	5.00%	1,392,000	5,022,000
6/30/2045	3,815,000	5.00%	1,205,875	5,020,875
6/30/2046	4,010,000	5.00%	1,010,250	5,020,250
6/30/2047	4,215,000	5.00%	804,625	5,019,625
6/30/2048	4,430,000	5.00%	588,500	5,018,500
6/30/2049	4,660,000	5.00%	361,250	5,021,250
6/30/2050	4,895,000	5.00%	122,375	5,017,375
Total	78,000,000		74,536,750	152,536,750

**Cape Cod Regional Technical High School
Addition/Renovation**

MEMBER MUNICIPALITIES ENROLLMENT:

Town of Barnstable	173
Town of Brewster	43
Town of Chatham	11
Town of Dennis	76
Town of Eastham	18
Town of Harwich	75
Town of Mashpee	58
Town of Ostank	13
Town of Provincetown	3
Town of Truro	1
Town of Westport	7
Town of Yarmouth	141
TOTAL ENROLLMENT:	418

Total Project Costs:	\$	120,000,000
MSLA Reimbursement Level:	\$	48,000,000
District's Local Share of Project Costs:	\$	72,000,000
Projected Bonds dated:	10/15/19	
Projected Interest Rate on 10/15/19 Bonds:	5.90%	

Final 2016 Valuations

Barnstable	10,444,122,486	(split tax rate)
Brewster	3,474,633,478	
Chatham	4,251,316,468	
Dennis	6,137,893,650	
Eastham	2,725,537,189	
Harwich	4,814,009,409	
Mashpee	4,765,806,453	
Ostank	3,727,103,119	
Provincetown	2,618,345,642	(split tax rate)
Truro	2,084,200,430	
Westport	2,252,431,930	
Yarmouth	5,489,918,100	

Member Municipality Proration of Debt Service and Est. Residential Tax Rate Impact per \$1,000 of Assessed Value

Fiscal Year	Equals Net Total Debt Service	Barnstable		Brewster		Chatham		Dennis		Eastham		Harwich		Mashpee		Ostank		Provincetown		Truro		Westport		Yarmouth	
		Barnstable Debt Service Proration	Barnstable Est. Tax Rate Impact per \$1,000	Brewster Debt Service Proration	Brewster Est. Tax Rate Impact per \$1,000	Chatham Debt Service Proration	Chatham Est. Tax Rate Impact per \$1,000	Dennis Debt Service Proration	Dennis Est. Tax Rate Impact per \$1,000	Eastham Debt Service Proration	Eastham Est. Tax Rate Impact per \$1,000	Harwich Debt Service Proration	Harwich Est. Tax Rate Impact per \$1,000	Mashpee Debt Service Proration	Mashpee Est. Tax Rate Impact per \$1,000	Ostank Debt Service Proration	Ostank Est. Tax Rate Impact per \$1,000	Provincetown Debt Service Proration	Provincetown Est. Tax Rate Impact per \$1,000	Truro Debt Service Proration	Truro Est. Tax Rate Impact per \$1,000	Westport Debt Service Proration	Westport Est. Tax Rate Impact per \$1,000	Yarmouth Debt Service Proration	Yarmouth Est. Tax Rate Impact per \$1,000
2020	1,898,000	501,883	0.04	125,243	0.04	32,039	0.01	221,359	0.04	48,802	0.02	218,447	0.05	171,845	0.04	37,864	0.01	8,738	0.004	2,913	0.001	20,388	0.01	410,680	0.08
2021	4,833,500	1,217,090	0.11	322,398	0.09	82,473	0.01	569,816	0.09	119,981	0.04	563,318	0.12	442,357	0.09	97,498	0.03	22,493	0.009	7,498	0.004	52,483	0.02	1,037,158	0.19
2022	4,834,123	1,217,255	0.11	322,439	0.09	82,484	0.01	569,892	0.09	119,977	0.04	562,394	0.12	442,416	0.09	97,482	0.03	22,486	0.009	7,499	0.004	52,480	0.02	1,037,300	0.19
2023	4,832,000	1,216,660	0.11	322,291	0.09	82,447	0.01	569,631	0.09	119,922	0.04	562,136	0.12	442,214	0.09	97,437	0.03	22,485	0.009	7,495	0.004	52,468	0.02	1,036,816	0.18
2024	4,832,000	1,216,660	0.11	322,291	0.09	82,447	0.01	569,631	0.09	119,922	0.04	562,136	0.12	442,214	0.09	97,437	0.03	22,485	0.009	7,495	0.004	52,468	0.02	1,036,816	0.18
2025	4,833,875	1,217,185	0.11	322,422	0.09	82,480	0.01	569,892	0.09	119,971	0.04	562,303	0.12	442,303	0.09	97,476	0.03	22,495	0.009	7,498	0.004	52,497	0.02	1,037,243	0.19
2026	4,832,500	1,216,800	0.11	322,326	0.09	82,456	0.01	569,693	0.09	119,936	0.04	562,197	0.12	442,261	0.09	97,447	0.03	22,488	0.009	7,496	0.004	52,472	0.02	1,036,930	0.19
2027	4,832,180	1,216,870	0.11	322,313	0.09	82,460	0.01	569,723	0.09	119,942	0.04	562,227	0.12	442,285	0.09	97,453	0.03	22,489	0.009	7,496	0.004	52,475	0.02	1,036,987	0.19
2028	4,834,375	1,217,825	0.11	322,457	0.09	82,489	0.01	569,923	0.09	119,994	0.04	562,424	0.12	442,440	0.09	97,487	0.03	22,497	0.009	7,499	0.004	52,481	0.02	1,037,357	0.19
2029	4,832,250	1,216,730	0.11	322,309	0.09	82,451	0.01	569,682	0.09	119,930	0.04	562,165	0.12	442,237	0.09	97,442	0.03	22,487	0.009	7,496	0.004	52,468	0.02	1,036,813	0.18
2030	4,836,123	1,217,815	0.11	322,578	0.09	82,520	0.01	570,136	0.09	120,028	0.04	562,637	0.12	442,607	0.09	97,524	0.03	22,505	0.009	7,502	0.004	52,513	0.02	1,037,757	0.19
2031	4,835,750	1,217,710	0.11	322,552	0.09	82,513	0.01	570,092	0.09	120,019	0.04	562,591	0.12	442,572	0.09	97,516	0.03	22,504	0.009	7,501	0.004	52,508	0.02	1,037,671	0.19
2032	4,836,000	1,217,790	0.11	322,570	0.09	82,518	0.01	570,123	0.09	120,026	0.04	562,621	0.12	442,595	0.09	97,521	0.03	22,505	0.009	7,502	0.004	52,511	0.02	1,037,728	0.19
2033	4,831,750	1,216,590	0.11	322,274	0.09	82,442	0.01	569,620	0.09	119,910	0.04	562,100	0.12	442,199	0.09	97,432	0.03	22,484	0.009	7,495	0.004	52,463	0.02	1,036,758	0.18
2034	4,832,750	1,216,870	0.11	322,343	0.09	82,460	0.01	569,723	0.09	119,942	0.04	562,227	0.12	442,285	0.09	97,453	0.03	22,489	0.009	7,496	0.004	52,475	0.02	1,036,987	0.19
2035	4,833,625	1,217,115	0.11	322,404	0.09	82,476	0.01	569,851	0.09	119,964	0.04	562,333	0.12	442,369	0.09	97,471	0.03	22,493	0.009	7,498	0.004	52,484	0.02	1,037,186	0.19
2036	4,834,123	1,217,255	0.11	322,439	0.09	82,484	0.01	569,892	0.09	119,977	0.04	562,394	0.12	442,416	0.09	97,482	0.03	22,486	0.009	7,499	0.004	52,480	0.02	1,037,300	0.19
2037	4,834,000	1,217,220	0.11	322,430	0.09	82,482	0.01	569,877	0.09	119,974	0.04	562,370	0.12	442,405	0.09	97,479	0.03	22,495	0.009	7,498	0.004	52,488	0.02	1,037,272	0.19
2038	4,833,000	1,216,940	0.11	322,361	0.09	82,464	0.01	569,754	0.09	119,948	0.04	562,257	0.12	442,309	0.09	97,458	0.03	22,490	0.009	7,497	0.004	52,477	0.02	1,037,044	0.19
2039	4,835,750	1,217,710	0.11	322,552	0.09	82,513	0.01	570,092	0.09	120,019	0.04	562,591	0.12	442,572	0.09	97,516	0.03	22,504	0.009	7,501	0.004	52,508	0.02	1,037,671	0.19
2040	4,832,000	1,216,660	0.11	322,291	0.09	82,447	0.01	569,631	0.09	119,922	0.04	562,136	0.12	442,214	0.09	97,437	0.03	22,485	0.009	7,495	0.004	52,468	0.02	1,036,816	0.18
2041	4,836,375	1,217,885	0.11	322,596	0.09	82,524	0.01	570,169	0.09	120,036	0.04	562,667	0.12	442,631	0.09	97,529	0.03	22,507	0.009	7,502	0.004	52,516	0.02	1,037,814	0.19
2042	4,831,500	1,216,080	0.11	322,196	0.09	82,473	0.01	569,816	0.09	119,981	0.04	562,318	0.12	442,357	0.09	97,468	0.03	22,483	0.009	7,498	0.004	52,481	0.02	1,037,158	0.18
2043	4,833,123	1,216,975	0.11	322,370	0.09	82,467	0.01	569,769	0.09	119,951	0.04	562,272	0.12	442,321	0.09	97,461	0.03	22,491	0.009	7,497	0.004	52,479	0.02	1,037,072	0.19
2044	4,834,750	1,217,430	0.11	322,463	0.09	82,496	0.01	569,969	0.09	119,994	0.04	562,470	0.12	442,476	0.09	97,485	0.03	22,498	0.009	7,499	0.004	52,485	0.02	1,037,443	0.19
2045	4,833,000	1,216,940	0.11	322,361	0.09	82,464	0.01	569,754	0.09	119,948	0.04	562,257	0.12	442,309	0.09	97,458	0.03	22,490	0.009	7,497	0.004	52,477	0.02	1,037,044	0.19
2046	4,832,500	1,216,800	0.11	322,326	0.09	82,456	0.01	569,693	0.09	119,936	0.04	562,197	0.12	442,261	0.09	97,447	0.03	22,488	0.009	7,496	0.004	52,472	0.02	1,036,930	0.19
2047	4,832,750	1,216,870	0.11	322,343	0.09	82,460	0.01	569,723	0.09	119,942	0.04	562,227	0.12	442,285	0.09	97,453	0.03	22,489	0.009	7,496	0.004	52,475	0.02	1,036,987	0.19
2048	4,833,250	1,217,010	0.11	322,378	0.09	82,469	0.01	569,785	0.09	119,955	0.04	562,288	0.12	442,333	0.09	97,463	0.03	22,492	0.009	7,497	0.004	52,480	0.02	1,037,101	0.19
2049	4,833,500	1,217,080	0.11	322,395	0.09	82,473	0.01	569,816	0.09	119,961	0.04	562,318	0.12	442,357	0.09	97,468	0.03	22,493	0.009	7,498	0.004	52,483	0.02	1,037,158	0.19
2050	4,833,000	1,216,940	0.11	322,361	0.09	82,464	0.01	569,754	0.09	119,948	0.04	562,257	0.12	442,309	0.09	97,458	0.03	22,490	0.009	7,497	0.004	52,477	0.02	1,037,044	0.19
Total	140,898,000	38,417,126		9,787,320		2,508,291		17,316,191		3,645,515		17,088,350		13,442,835		2,961,581		683,534		227,845		1,594,913		32,126,097	

Assumptions:
 † Barnstable and Provincetown have split tax rates; Assessed valuation shown reflects residential valuation net of exempt debt.
 † Debt service proration based on FY2016 enrollment figures.
 † Bonds structured on a level debt service basis for a maximum term of 30 years.
 † Bonds reflect only estimated local share of project costs.

**Cape Cod Regional Technical High School
Addition/Renovation
Estimated Total Project Cost \$120,000,000
Est. 40% MSBA Reimbursement**

EST. LEVEL DEBT SERVICE SCHEDULE

<u>Year</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total P+I</u>
6/30/2020	-	5.00%	1,800,000	1,800,000
6/30/2021	1,060,000	5.00%	3,573,500	4,633,500
6/30/2022	1,115,000	5.00%	3,519,125	4,634,125
6/30/2023	1,170,000	5.00%	3,462,000	4,632,000
6/30/2024	1,230,000	5.00%	3,402,000	4,632,000
6/30/2025	1,295,000	5.00%	3,338,875	4,633,875
6/30/2026	1,360,000	5.00%	3,272,500	4,632,500
6/30/2027	1,430,000	5.00%	3,202,750	4,632,750
6/30/2028	1,505,000	5.00%	3,129,375	4,634,375
6/30/2029	1,580,000	5.00%	3,052,250	4,632,250
6/30/2030	1,665,000	5.00%	2,971,125	4,636,125
6/30/2031	1,750,000	5.00%	2,885,750	4,635,750
6/30/2032	1,840,000	5.00%	2,796,000	4,636,000
6/30/2033	1,930,000	5.00%	2,701,750	4,631,750
6/30/2034	2,030,000	5.00%	2,602,750	4,632,750
6/30/2035	2,135,000	5.00%	2,498,625	4,633,625
6/30/2036	2,245,000	5.00%	2,389,125	4,634,125
6/30/2037	2,360,000	5.00%	2,274,000	4,634,000
6/30/2038	2,480,000	5.00%	2,153,000	4,633,000
6/30/2039	2,610,000	5.00%	2,025,750	4,635,750
6/30/2040	2,740,000	5.00%	1,892,000	4,632,000
6/30/2041	2,885,000	5.00%	1,751,375	4,636,375
6/30/2042	3,030,000	5.00%	1,603,500	4,633,500
6/30/2043	3,185,000	5.00%	1,448,125	4,633,125
6/30/2044	3,350,000	5.00%	1,284,750	4,634,750
6/30/2045	3,520,000	5.00%	1,113,000	4,633,000
6/30/2046	3,700,000	5.00%	932,500	4,632,500
6/30/2047	3,890,000	5.00%	742,750	4,632,750
6/30/2048	4,090,000	5.00%	543,250	4,633,250
6/30/2049	4,300,000	5.00%	333,500	4,633,500
6/30/2050	4,520,000	5.00%	113,000	4,633,000
Total	72,000,000		68,808,000	140,808,000

**Cape Cod Regional Technical High School
Renovation**

MEMBER MUNICIPALITIES ENROLLMENT:

Town of Barnstable	173
Town of Brewster	43
Town of Chatham	11
Town of Dennis	76
Town of Eastham	16
Town of Harwich	75
Town of Mashpee	59
Town of Orleans	13
Town of Provincetown	3
Town of Truro	1
Town of Wellfleet	7
Town of Yarmouth	141
TOTAL ENROLLMENT:	618

Total Project Costs:	\$	105,000,000
MSBA Reimbursement Level:	\$	49,000,000
District's Local Share of Project Costs:	\$	63,000,000
Projected Bonds dated:		10/15/19
Projected Interest Rate on 10/15/19 Bonds:		5.90%

Fiscal 2016 Valuations

Barnstable	10,444,122,486	(split tax rate)
Brewster	3,474,653,970	
Chatham	6,203,316,460	
Dennis	8,137,893,690	
Eastham	2,775,537,180	
Harwich	4,014,000,900	
Mashpee	4,765,906,450	
Orleans	3,727,103,110	
Provincetown	2,010,345,642	(split tax rate)
Truro	2,084,200,430	
Wellfleet	2,252,621,930	
Yarmouth	5,469,918,100	

Member Municipality Proration of Debt Service and Est. Residential Tax Rate Impact per \$1,000 of Assessed Value

Fiscal Year	Equals Net Total Debt Service	Barnstable Debt Service Proration	Barnstable Est. Tax Rate Impact per \$1,000	Brewster Debt Service Proration	Brewster Est. Tax Rate Impact per \$1,000	Chatham Debt Service Proration	Chatham Est. Tax Rate Impact per \$1,000	Dennis Debt Service Proration	Dennis Est. Tax Rate Impact per \$1,000	Eastham Debt Service Proration	Eastham Est. Tax Rate Impact per \$1,000	Harwich Debt Service Proration	Harwich Est. Tax Rate Impact per \$1,000	Mashpee Debt Service Proration	Mashpee Est. Tax Rate Impact per \$1,000	Orleans Debt Service Proration	Orleans Est. Tax Rate Impact per \$1,000	Provincetown Debt Service Proration	Provincetown Est. Tax Rate Impact per \$1,000	Truro Debt Service Proration	Truro Est. Tax Rate Impact per \$1,000	Wellfleet Debt Service Proration	Wellfleet Est. Tax Rate Impact per \$1,000	Yarmouth Debt Service Proration	Yarmouth Est. Tax Rate Impact per \$1,000
2020	1,575,000	440,692	0.04	109,567	0.03	28,034	0.00	153,689	0.03	43,177	0.01	181,141	0.04	150,364	0.03	33,131	0.01	7,646	0.003	2,549	0.001	17,843	0.01	359,345	0.07
2021	4,056,750	1,135,827	0.10	282,266	0.08	72,208	0.01	498,855	0.08	135,029	0.04	492,324	0.10	387,095	0.08	85,336	0.02	19,603	0.009	6,564	0.003	45,950	0.02	925,569	0.17
2022	4,054,125	1,134,890	0.10	282,063	0.08	72,161	0.01	498,566	0.08	134,961	0.04	492,005	0.10	387,044	0.08	85,281	0.02	19,580	0.008	6,560	0.003	45,921	0.02	924,970	0.17
2023	4,054,125	1,134,890	0.10	282,063	0.08	72,161	0.01	498,566	0.08	134,961	0.04	492,005	0.10	387,044	0.08	85,281	0.02	19,580	0.008	6,560	0.003	45,921	0.02	924,970	0.17
2024	4,056,500	1,135,457	0.10	282,248	0.08	72,203	0.01	498,858	0.08	135,023	0.04	492,294	0.10	387,271	0.08	85,331	0.02	19,600	0.009	6,564	0.003	45,947	0.02	925,512	0.17
2025	4,056,125	1,135,452	0.10	282,222	0.08	72,196	0.01	498,811	0.08	135,013	0.04	492,248	0.10	387,235	0.08	85,323	0.02	19,600	0.009	6,563	0.003	45,943	0.02	925,477	0.17
2026	4,053,000	1,134,578	0.10	282,005	0.08	72,141	0.01	498,304	0.08	134,932	0.04	491,869	0.10	386,937	0.08	85,257	0.02	19,575	0.008	6,558	0.003	45,908	0.02	924,714	0.17
2027	4,052,000	1,134,258	0.10	281,935	0.08	72,129	0.01	498,142	0.08	134,929	0.04	491,854	0.10	386,841	0.08	85,236	0.02	19,570	0.008	6,557	0.003	45,896	0.02	924,485	0.17
2028	4,052,875	1,134,543	0.10	281,996	0.08	72,189	0.01	498,412	0.08	134,984	0.04	492,157	0.10	387,184	0.08	85,307	0.02	19,601	0.009	6,561	0.003	45,930	0.02	924,685	0.17
2029	4,055,375	1,135,243	0.10	282,170	0.08	72,183	0.01	498,719	0.08	134,984	0.04	492,157	0.10	387,184	0.08	85,307	0.02	19,601	0.009	6,561	0.003	45,930	0.02	924,685	0.17
2030	4,054,375	1,134,663	0.10	282,101	0.08	72,165	0.01	498,596	0.08	134,968	0.04	492,036	0.10	387,068	0.08	85,286	0.02	19,581	0.008	6,562	0.003	45,923	0.02	925,255	0.17
2031	4,054,750	1,135,068	0.10	282,127	0.08	72,172	0.01	498,642	0.08	134,977	0.04	492,081	0.10	387,104	0.08	85,294	0.02	19,603	0.009	6,560	0.003	45,923	0.02	925,027	0.17
2032	4,056,250	1,135,487	0.10	282,231	0.08	72,199	0.01	498,827	0.08	135,016	0.04	492,263	0.10	387,247	0.08	85,326	0.02	19,601	0.009	6,564	0.003	45,948	0.02	925,513	0.17
2033	4,053,750	1,134,708	0.10	282,057	0.08	72,155	0.01	498,519	0.08	134,981	0.04	491,960	0.10	387,006	0.08	85,273	0.02	19,578	0.008	6,560	0.003	45,916	0.02	924,855	0.17
2034	4,052,125	1,134,333	0.10	281,944	0.08	72,125	0.01	498,325	0.08	134,959	0.04	491,763	0.10	386,853	0.08	85,239	0.02	19,571	0.008	6,557	0.003	45,898	0.02	924,514	0.17
2035	4,056,000	1,135,417	0.10	282,214	0.08	72,194	0.01	498,689	0.08	134,987	0.04	492,127	0.10	387,143	0.08	85,302	0.02	19,605	0.009	6,563	0.003	45,942	0.02	925,398	0.17
2036	4,055,125	1,135,173	0.10	282,153	0.08	72,176	0.01	498,639	0.08	134,987	0.04	492,127	0.10	387,143	0.08	85,302	0.02	19,605	0.009	6,563	0.003	45,942	0.02	925,398	0.17
2037	4,054,375	1,134,963	0.10	282,101	0.08	72,166	0.01	498,596	0.08	134,968	0.04	492,036	0.10	387,068	0.08	85,286	0.02	19,581	0.008	6,562	0.003	45,932	0.02	925,198	0.17
2038	4,053,500	1,134,718	0.10	282,040	0.08	72,160	0.01	498,489	0.08	134,945	0.04	491,939	0.10	386,935	0.08	85,268	0.02	19,577	0.008	6,560	0.003	45,923	0.02	925,027	0.17
2039	4,052,250	1,134,388	0.10	281,953	0.08	72,127	0.01	498,335	0.08	134,913	0.04	491,778	0.10	386,805	0.08	85,242	0.02	19,571	0.008	6,558	0.003	45,893	0.02	924,828	0.17
2040	4,056,250	1,135,208	0.10	282,161	0.08	72,181	0.01	498,704	0.08	134,990	0.04	492,142	0.10	387,152	0.08	85,305	0.02	19,606	0.009	6,562	0.003	45,933	0.02	925,428	0.17
2041	4,052,250	1,134,388	0.10	281,953	0.08	72,127	0.01	498,335	0.08	134,913	0.04	491,778	0.10	386,805	0.08	85,242	0.02	19,571	0.008	6,557	0.003	45,893	0.02	924,828	0.17
2042	4,053,000	1,134,578	0.10	282,005	0.08	72,141	0.01	498,304	0.08	134,932	0.04	491,869	0.10	386,937	0.08	85,257	0.02	19,575	0.008	6,558	0.003	45,908	0.02	924,714	0.17
2043	4,052,125	1,134,333	0.10	281,944	0.08	72,125	0.01	498,325	0.08	134,959	0.04	491,763	0.10	386,853	0.08	85,239	0.02	19,571	0.008	6,557	0.003	45,898	0.02	924,514	0.17
2044	4,054,250	1,134,928	0.10	282,092	0.08	72,163	0.01	498,581	0.08	134,964	0.04	492,021	0.10	387,055	0.08	85,278	0.02	19,600	0.009	6,561	0.003	45,929	0.02	925,141	0.17
2045	4,054,000	1,134,858	0.10	282,074	0.08	72,156	0.01	498,550	0.08	134,958	0.04	491,980	0.10	387,032	0.08	85,280	0.02	19,601	0.009	6,560	0.003	45,922	0.02	924,999	0.17
2046	4,056,000	1,135,417	0.10	282,214	0.08	72,194	0.01	498,706	0.08	135,010	0.04	492,233	0.10	387,231	0.08	85,320	0.02	19,600	0.009	6,560	0.003	45,918	0.02	924,942	0.17
2047	4,054,875	1,135,102	0.10	282,135	0.08	72,174	0.01	498,655	0.08	134,981	0.04	492,096	0.10	387,118	0.08	85,297	0.02	19,604	0.009	6,561	0.003	45,942	0.02	925,398	0.17
2048	4,055,250	1,135,208	0.10	282,161	0.08	72,181	0.01	498,704	0.08	134,990	0.04	492,142	0.10	387,152	0.08	85,305	0.02	19,606	0.009	6,562	0.003	45,933	0.02	925,428	0.17
2049	4,051,750	1,134,228	0.10	281,918	0.08	72,119	0.01	498,273	0.08	134,900	0.04	491,717	0.10	386,618	0.08	85,231	0.02	19,569	0.008	6,556	0.003	45,894	0.02	924,428	0.17
2050	4,053,875	1,134,823	0.10	282,065	0.08	72,156	0.01	498,535	0.08	134,955	0.04	491,975	0.10	387,020	0.08	85,276	0.02	19,679	0.009	6,560	0.003	45,918	0.02	924,913	0.17
Total	123,291,000	34,468,308		8,572,238		2,192,888		15,150,932		3,189,070		14,951,578		11,761,906		2,591,607		588,063		199,354		1,395,451		28,108,966	

Assumptions:
 † Barnstable and Provincetown have split tax rates. Assessed valuation shown reflects residential valuation net of exempt debt.
 † Debt service proration based on FY2016 enrollment figures.
 † Bonds structured on a level debt service basis for a maximum term of 30 years.
 † Bonds reflect only estimated local share of project costs.

**Cape Cod Regional Technical High School
Renovation
Estimated Total Project Cost \$105,000,000
Est. 40% MSBA Reimbursement**

EST. LEVEL DEBT SERVICE SCHEDULE

<u>Year</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total P+I</u>
6/30/2020	-	5.00%	1,575,000	1,575,000
6/30/2021	930,000	5.00%	3,126,750	4,056,750
6/30/2022	975,000	5.00%	3,079,125	4,054,125
6/30/2023	1,025,000	5.00%	3,029,125	4,054,125
6/30/2024	1,080,000	5.00%	2,976,500	4,056,500
6/30/2025	1,135,000	5.00%	2,921,125	4,056,125
6/30/2026	1,190,000	5.00%	2,863,000	4,053,000
6/30/2027	1,250,000	5.00%	2,802,000	4,052,000
6/30/2028	1,315,000	5.00%	2,737,875	4,052,875
6/30/2029	1,385,000	5.00%	2,670,375	4,055,375
6/30/2030	1,455,000	5.00%	2,599,375	4,054,375
6/30/2031	1,530,000	5.00%	2,524,750	4,054,750
6/30/2032	1,610,000	5.00%	2,446,250	4,056,250
6/30/2033	1,690,000	5.00%	2,363,750	4,053,750
6/30/2034	1,775,000	5.00%	2,277,125	4,052,125
6/30/2035	1,870,000	5.00%	2,186,000	4,056,000
6/30/2036	1,965,000	5.00%	2,090,125	4,055,125
6/30/2037	2,065,000	5.00%	1,989,375	4,054,375
6/30/2038	2,170,000	5.00%	1,883,500	4,053,500
6/30/2039	2,280,000	5.00%	1,772,250	4,052,250
6/30/2040	2,400,000	5.00%	1,655,250	4,055,250
6/30/2041	2,520,000	5.00%	1,532,250	4,052,250
6/30/2042	2,650,000	5.00%	1,403,000	4,053,000
6/30/2043	2,785,000	5.00%	1,267,125	4,052,125
6/30/2044	2,930,000	5.00%	1,124,250	4,054,250
6/30/2045	3,080,000	5.00%	974,000	4,054,000
6/30/2046	3,240,000	5.00%	816,000	4,056,000
6/30/2047	3,405,000	5.00%	649,875	4,054,875
6/30/2048	3,580,000	5.00%	475,250	4,055,250
6/30/2049	3,760,000	5.00%	291,750	4,051,750
6/30/2050	3,955,000	5.00%	98,875	4,053,875
Total	63,000,000		60,201,000	123,201,000

**Cape Cod Regional Technical High School
Base Renovations**

MEMBER MUNICIPALITIES ENROLLMENT:

Town of Barnstable	173
Town of Brewster	43
Town of Chatham	11
Town of Dennis	76
Town of Eastham	16
Town of Harwich	15
Town of Mashpee	59
Town of Orleans	13
Town of Provincetown	3
Town of Truro	1
Town of Wellfleet	7
Town of Yarmouth	141
TOTAL ENROLLMENT:	618

Total Project Costs:	\$	65,000,000
MSBA Reimbursement Level:	\$	25,000,000
District's Local Share of Project Costs:	\$	39,000,000
Projected Bonds dated:		10/15/19
Projected Interest Rate on 10/15/19 Bonds:		5.00%

Fiscal 2016 Valuations

Barnstable	10,444,127,486	(split tax rate)
Brewster	3,474,663,670	
Chatham	6,203,316,460	
Dennis	6,137,893,050	
Eastham	2,725,537,160	
Harwich	4,814,009,800	
Mashpee	4,765,906,450	
Orleans	3,727,193,110	
Provincetown	2,018,345,642	(split tax rate)
Truro	2,084,200,430	
Wellfleet	2,252,621,930	
Yarmouth	5,469,919,100	

Member Municipality Projections of Debt Service and Est. Residential Tax Rate Impact per \$1,000 of Assessed Value

Fiscal Year	Equals Net Total Debt Service	Barnstable Debt Service Projection	Barnstable Est. Tax Rate Impact per \$1,000	Brewster Debt Service Projection	Brewster Est. Tax Rate Impact per \$1,000	Chatham Debt Service Projection	Chatham Est. Tax Rate Impact per \$1,000	Dennis Debt Service Projection	Dennis Est. Tax Rate Impact per \$1,000	Eastham Debt Service Projection	Eastham Est. Tax Rate Impact per \$1,000	Harwich Debt Service Projection	Harwich Est. Tax Rate Impact per \$1,000	Mashpee Debt Service Projection	Mashpee Est. Tax Rate Impact per \$1,000	Orleans Debt Service Projection	Orleans Est. Tax Rate Impact per \$1,000	Provincetown Debt Service Projection	Provincetown Est. Tax Rate Impact per \$1,000	Truro Debt Service Projection	Truro Est. Tax Rate Impact per \$1,000	Wellfleet Debt Service Projection	Wellfleet Est. Tax Rate Impact per \$1,000	Yarmouth Debt Service Projection	Yarmouth Est. Tax Rate Impact per \$1,000
2020	975,000	272,937	0.02	67,840	0.02	17,354	0.00	119,003	0.02	25,243	0.01	118,325	0.02	33,093	0.02	20,519	0.01	4,733	0.002	1,578	0.001	11,044	0.00	222,451	0.04
2021	2,510,625	702,813	0.08	174,988	0.05	44,668	0.01	308,750	0.05	65,000	0.02	304,688	0.05	235,598	0.05	52,813	0.01	12,188	0.005	4,063	0.002	28,438	0.01	572,813	0.10
2022	2,511,125	702,892	0.06	174,722	0.03	44,695	0.01	308,811	0.05	65,013	0.02	304,748	0.05	235,735	0.05	52,823	0.01	12,190	0.005	4,063	0.002	28,443	0.01	572,827	0.10
2023	2,510,125	702,613	0.06	174,653	0.03	44,678	0.01	308,689	0.05	64,987	0.02	304,627	0.05	235,640	0.05	52,802	0.01	12,185	0.005	4,062	0.002	28,432	0.01	572,805	0.10
2024	2,507,625	701,973	0.06	174,479	0.05	44,634	0.01	308,381	0.05	64,922	0.02	304,323	0.06	235,401	0.05	52,749	0.01	12,173	0.005	4,058	0.002	28,404	0.01	572,176	0.10
2025	2,508,500	702,218	0.06	174,540	0.05	44,650	0.01	308,489	0.05	64,945	0.02	304,430	0.06	235,495	0.05	52,768	0.01	12,177	0.005	4,059	0.002	28,413	0.01	572,326	0.10
2026	2,512,500	703,337	0.06	174,818	0.05	44,721	0.01	308,951	0.05	65,040	0.02	304,915	0.06	235,687	0.05	52,852	0.01	12,197	0.005	4,066	0.002	28,463	0.01	573,240	0.10
2027	2,509,625	702,533	0.06	174,618	0.05	44,670	0.01	308,627	0.05	64,974	0.02	304,566	0.06	235,592	0.05	52,791	0.01	12,183	0.005	4,061	0.002	28,426	0.01	572,581	0.10
2028	2,509,875	702,603	0.06	174,635	0.05	44,674	0.01	308,658	0.05	64,981	0.02	304,596	0.06	235,618	0.05	52,797	0.01	12,184	0.005	4,061	0.002	28,428	0.01	572,641	0.10
2029	2,508,125	702,113	0.05	174,514	0.05	44,641	0.01	308,443	0.05	64,935	0.02	304,384	0.06	235,448	0.05	52,760	0.01	12,176	0.005	4,058	0.002	28,409	0.01	572,242	0.10
2030	2,509,250	702,428	0.06	174,592	0.05	44,663	0.01	308,591	0.05	64,954	0.02	304,521	0.06	235,555	0.05	52,784	0.01	12,181	0.005	4,060	0.002	28,422	0.01	572,499	0.10
2031	2,508,125	702,113	0.06	174,514	0.05	44,643	0.01	308,443	0.05	64,935	0.02	304,384	0.06	235,448	0.05	52,760	0.01	12,176	0.005	4,058	0.002	28,409	0.01	572,242	0.10
2032	2,509,625	702,533	0.06	174,618	0.05	44,670	0.01	308,627	0.05	64,974	0.02	304,566	0.06	235,592	0.05	52,791	0.01	12,183	0.005	4,061	0.002	28,426	0.01	572,581	0.10
2033	2,508,625	702,253	0.06	174,548	0.05	44,652	0.01	308,504	0.05	64,948	0.02	304,445	0.06	235,497	0.05	52,770	0.01	12,178	0.005	4,059	0.002	28,415	0.01	572,356	0.10
2034	2,510,000	702,638	0.06	174,844	0.05	44,676	0.01	308,873	0.05	64,984	0.02	304,812	0.06	235,628	0.05	52,799	0.01	12,184	0.005	4,061	0.002	28,430	0.01	572,670	0.10
2035	2,508,625	702,253	0.06	174,548	0.05	44,652	0.01	308,504	0.05	64,948	0.02	304,445	0.06	235,497	0.05	52,770	0.01	12,178	0.005	4,059	0.002	28,415	0.01	572,356	0.10
2036	2,509,375	702,463	0.06	174,601	0.05	44,665	0.01	308,536	0.05	64,968	0.02	304,536	0.06	235,508	0.05	52,786	0.01	12,181	0.005	4,060	0.002	28,423	0.01	572,527	0.10
2037	2,512,000	703,197	0.06	174,783	0.05	44,712	0.01	308,919	0.05	65,018	0.02	304,854	0.06	235,719	0.05	52,828	0.01	12,191	0.005	4,063	0.002	28,463	0.01	573,126	0.10
2038	2,511,375	703,022	0.06	174,740	0.05	44,701	0.01	308,842	0.05	65,018	0.02	304,779	0.06	235,709	0.05	52,828	0.01	12,191	0.005	4,063	0.002	28,463	0.01	573,126	0.10
2039	2,512,375	703,302	0.06	174,609	0.05	44,719	0.01	308,968	0.05	65,045	0.02	304,900	0.06	235,855	0.05	52,849	0.01	12,196	0.005	4,065	0.002	28,448	0.01	573,212	0.10
2040	2,509,875	702,603	0.06	174,635	0.05	44,674	0.01	308,658	0.05	64,981	0.02	304,596	0.06	235,618	0.05	52,797	0.01	12,184	0.005	4,061	0.002	28,423	0.01	572,641	0.10
2041	2,508,750	702,286	0.06	174,557	0.05	44,654	0.01	308,519	0.05	64,951	0.02	304,460	0.06	235,508	0.05	52,773	0.01	12,178	0.005	4,059	0.002	28,416	0.01	572,385	0.10
2042	2,508,750	702,286	0.06	174,557	0.05	44,654	0.01	308,519	0.05	64,951	0.02	304,460	0.06	235,508	0.05	52,773	0.01	12,178	0.005	4,059	0.002	28,416	0.01	572,385	0.10
2043	2,509,625	702,533	0.06	174,618	0.05	44,670	0.01	308,627	0.05	64,974	0.02	304,566	0.06	235,592	0.05	52,791	0.01	12,183	0.005	4,061	0.002	28,426	0.01	572,581	0.10
2044	2,511,125	702,852	0.06	174,722	0.05	44,695	0.01	308,811	0.05	64,987	0.02	304,748	0.06	235,735	0.05	52,823	0.01	12,190	0.005	4,063	0.002	28,443	0.01	572,827	0.10
2045	2,508,125	702,113	0.06	174,514	0.05	44,643	0.01	308,443	0.05	64,935	0.02	304,384	0.06	235,448	0.05	52,760	0.01	12,176	0.005	4,058	0.002	28,409	0.01	572,242	0.10
2046	2,510,375	702,743	0.06	174,670	0.05	44,663	0.01	308,719	0.05	64,964	0.02	304,657	0.06	235,654	0.05	52,807	0.01	12,185	0.005	4,062	0.002	28,435	0.01	572,755	0.10
2047	2,512,500	703,337	0.06	174,818	0.05	44,721	0.01	308,981	0.05	65,049	0.02	304,915	0.06	235,687	0.05	52,852	0.01	12,197	0.005	4,066	0.002	28,459	0.01	573,240	0.10
2048	2,509,375	702,463	0.06	174,601	0.05	44,665	0.01	308,536	0.05	64,968	0.02	304,536	0.06	235,508	0.05	52,786	0.01	12,181	0.005	4,060	0.002	28,423	0.01	572,527	0.10
2049	2,510,750	702,847	0.06	174,698	0.05	44,680	0.01	308,705	0.05	65,003	0.02	304,703	0.06	235,699	0.05	52,815	0.01	12,188	0.005	4,063	0.002	28,439	0.01	572,811	0.10
2050	2,511,250	702,897	0.06	174,731	0.05	44,689	0.01	308,827	0.05	65,010	0.02	304,763	0.06	235,747	0.05	52,826	0.01	12,191	0.005	4,064	0.002	28,445	0.01	572,955	0.10
Total	76,273,000	21,351,503		5,307,021		1,357,610		9,379,851		1,974,708		9,256,432		7,281,727		1,604,449		370,257		123,419		883,934		17,402,092	

Assumptions:
 + Barnstable and Provincetown have split tax rates; Assessed valuations shown reflects residential valuation net of exempt debt.
 + Debt service projection based on FY2016 enrollment figures.
 + Bonds structured on a level debt service basis for a maximum term of 30 years.
 + Bonds reflect only estimated local share of project costs.

**Cape Cod Regional Technical High School
Base Renovations
Estimated Total Project Cost \$85,000,000
Est. 40% MSBA Reimbursement**

EST. LEVEL DEBT SERVICE SCHEDULE

<u>Year</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total P+I</u>
6/30/2020	-	5.00%	975,000	975,000
6/30/2021	575,000	5.00%	1,935,625	2,510,625
6/30/2022	605,000	5.00%	1,906,125	2,511,125
6/30/2023	635,000	5.00%	1,875,125	2,510,125
6/30/2024	665,000	5.00%	1,842,625	2,507,625
6/30/2025	700,000	5.00%	1,808,500	2,508,500
6/30/2026	740,000	5.00%	1,772,500	2,512,500
6/30/2027	775,000	5.00%	1,734,625	2,509,625
6/30/2028	815,000	5.00%	1,694,875	2,509,875
6/30/2029	855,000	5.00%	1,653,125	2,508,125
6/30/2030	900,000	5.00%	1,609,250	2,509,250
6/30/2031	945,000	5.00%	1,563,125	2,508,125
6/30/2032	995,000	5.00%	1,514,625	2,509,625
6/30/2033	1,045,000	5.00%	1,463,625	2,508,625
6/30/2034	1,100,000	5.00%	1,410,000	2,510,000
6/30/2035	1,155,000	5.00%	1,353,625	2,508,625
6/30/2036	1,215,000	5.00%	1,294,375	2,509,375
6/30/2037	1,280,000	5.00%	1,232,000	2,512,000
6/30/2038	1,345,000	5.00%	1,166,375	2,511,375
6/30/2039	1,415,000	5.00%	1,097,375	2,512,375
6/30/2040	1,485,000	5.00%	1,024,875	2,509,875
6/30/2041	1,560,000	5.00%	948,750	2,508,750
6/30/2042	1,640,000	5.00%	868,750	2,508,750
6/30/2043	1,725,000	5.00%	784,625	2,509,625
6/30/2044	1,815,000	5.00%	696,125	2,511,125
6/30/2045	1,905,000	5.00%	603,125	2,508,125
6/30/2046	2,005,000	5.00%	505,375	2,510,375
6/30/2047	2,110,000	5.00%	402,500	2,512,500
6/30/2048	2,215,000	5.00%	294,375	2,509,375
6/30/2049	2,330,000	5.00%	180,750	2,510,750
6/30/2050	2,450,000	5.00%	61,250	2,511,250
Total	39,000,000		37,273,000	76,273,000

II A. 5:30
PM



**Eastham Water System
Board of Selectmen Meeting
November 21, 2016**

Water System Operations Commenced

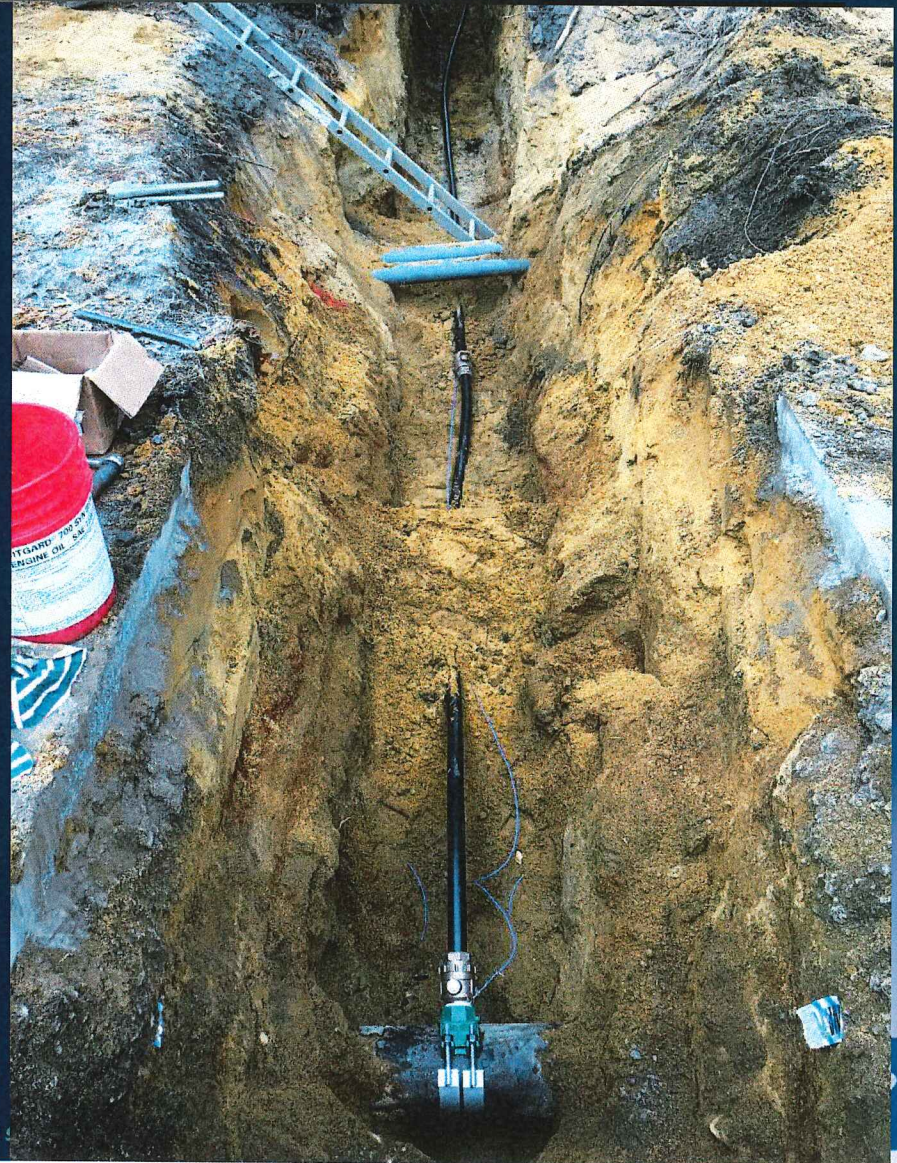


Elementary School Connection

November 7th



Elementary School Connection



Current Connections

- Elementary School on November 7
- Library on November 10th



Fire Protection Availability

- North Section of Town has coverage (Samoset Road north)
- Route 6 to Governor Prence Road
- Anticipating all Phase 1 water system hydrants active by end of 2016



Phase 1 – Construction Update

- All water main completed except Bridge and Hay Roads
- Contracts 1, 2, 5, & 7 Substantially Complete
- Curb Stops currently ongoing in Contracts 3, 4 & 6
- Water Main Testing, Curb Stops left in Contract 8



Bridge Road Water Main

- Bridge Road Water Main – November 7 to December 9th, road closed to through traffic from 7am-5pm M-F
- Alternate Routes to Route 6 – Samoset or Governor Prence from the north



Bridge Crossing, Bridge Road

- Water Main & Guard Rail work continuing
- Existing bridge conditions
 - Ductbank hung on west side
 - Gas Main hung on west side
 - Ductbank on east side
 - Deep bridge piles in excess of 80-ft. depth
- Limited design options to cross bridge
 - Water main resting on steel pedestals on east side

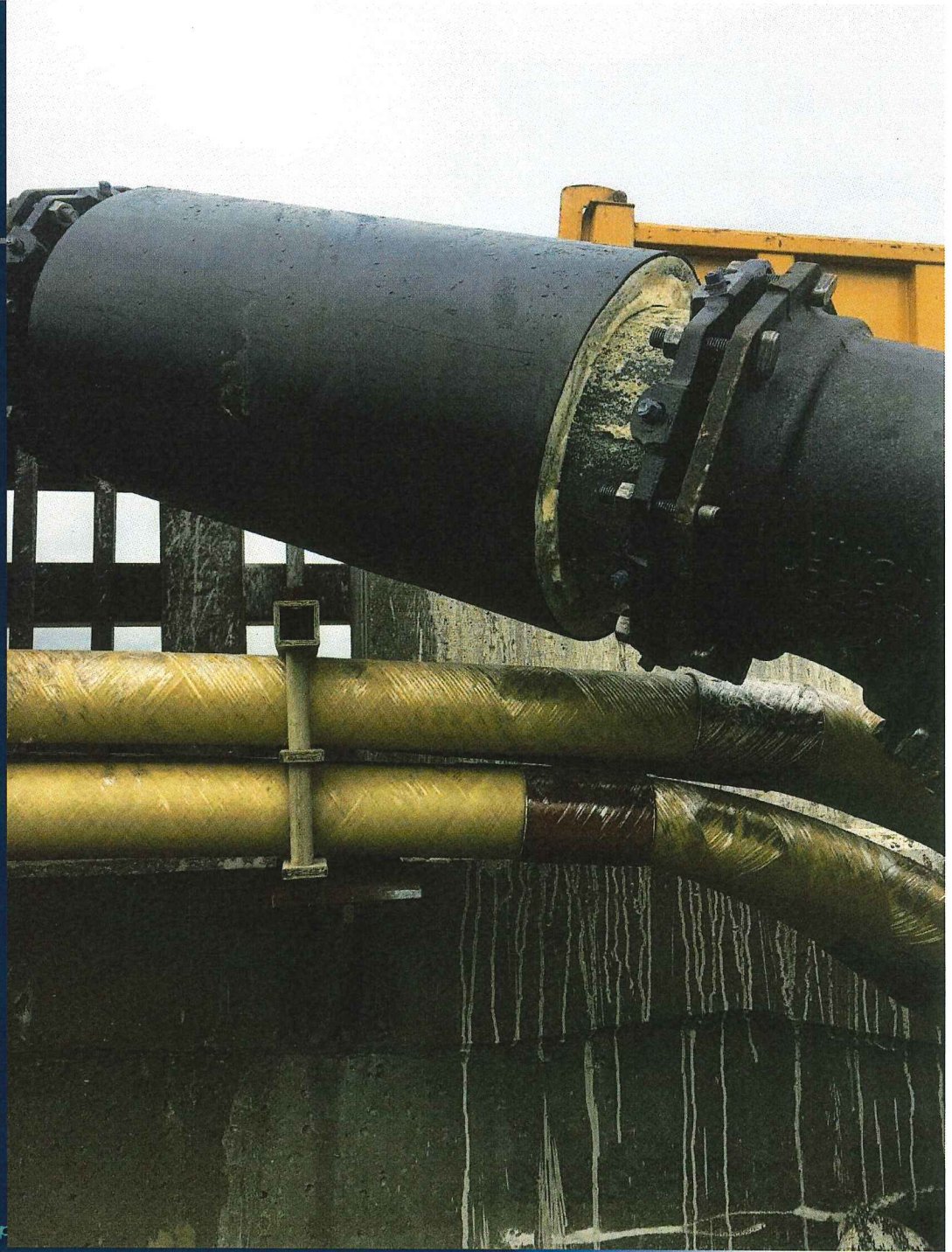


Bridge Crossing, Bridge Road



Bridge Crossing, Bridge Road

Crossing Existing Ductbank



A partnership

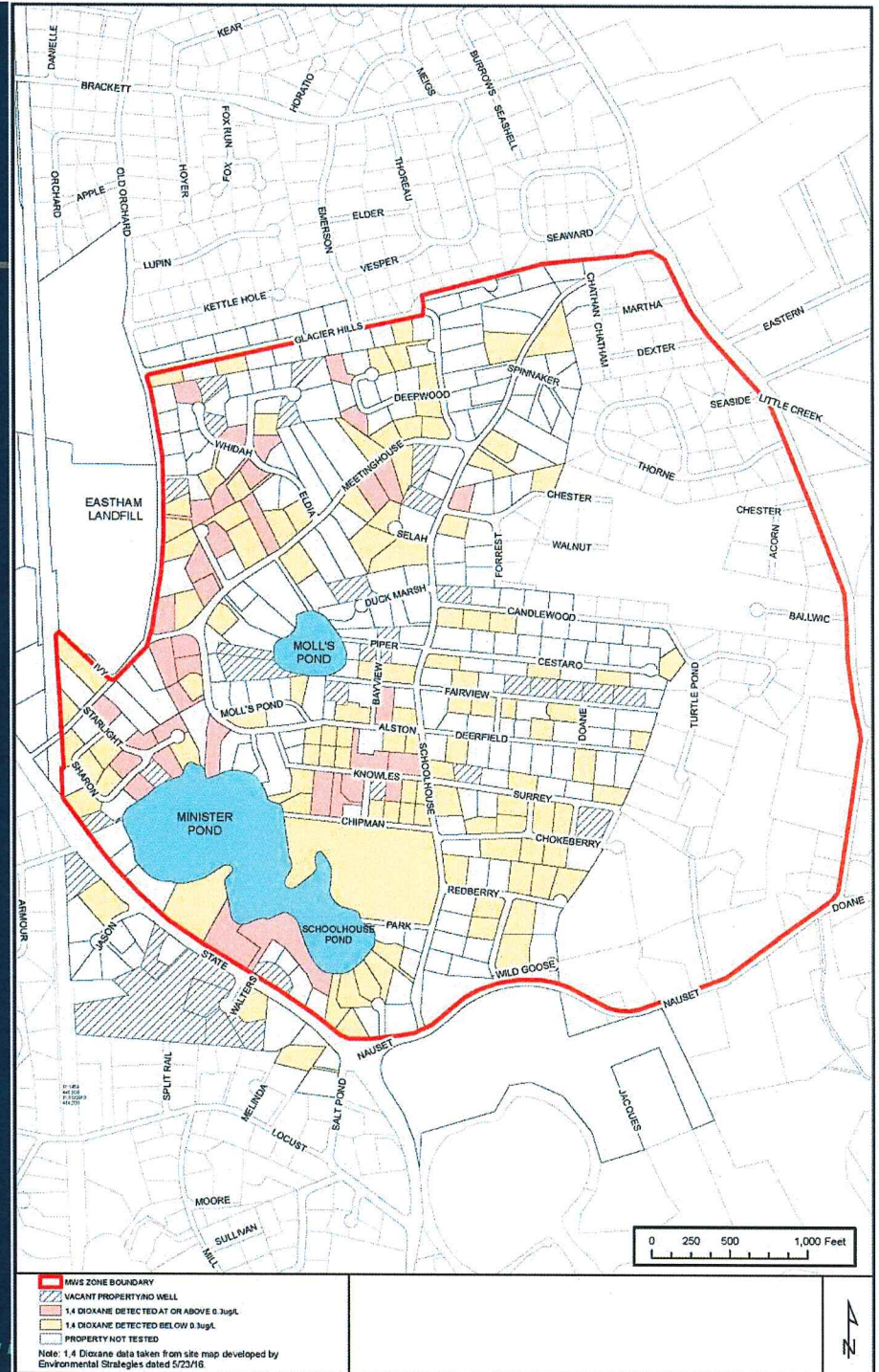
Bridge Crossing, Bridge Road

Lowering would
cause obstruction.
May pursue adding
railing to screen
the pipe



Mandatory Connection Area

- Work began last week on Alston Avenue, Knowles
- Plumbing work begins this week
- Next up: Starlight, Sharon, Old Orchard, Meetinghouse



Water Connection Process

- Training held with Plumbers/Contractors on November 17
- Application
- Site plan with property information
- Meter sized and issued
- Service line and meter installation
- Inspections
- Record information
- Water turn-on



Public Outreach & Information

- Eastham web page

<http://easthamwaterproject.weebly.com>

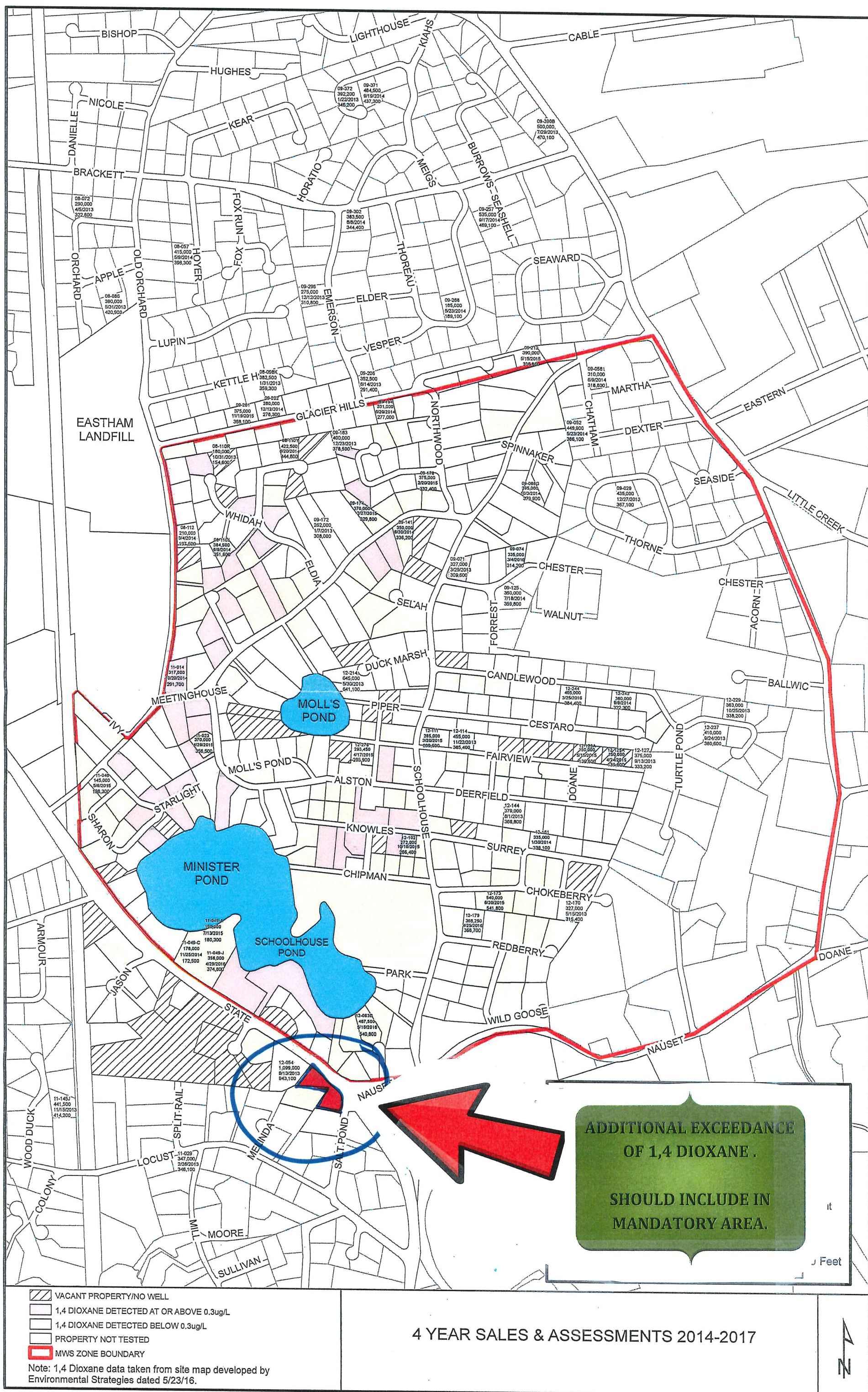
- Eastham Water Projects Email Address:

easthamwater@envpartners.com

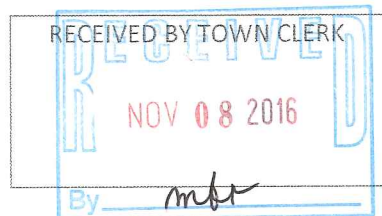
- Eastham Water Project Phone Number

617-657-0279





Case Number:	ZBA 2016-17
Date Submitted:	11/8/16
Hearing Date:	12/1/16



TOWN OF EASTHAM ZBA APPLICATION FORM

2500 State Highway, Eastham, MA 02642
All Departments 508-240-5900
www.eastham-ma.gov

Property Address: 4300 State Highway and 140 Brackett Road MAP: 8 PARCEL: 147, 147 A

Application for: SPECIAL PERMIT VARIANCE ☒ Chapter 40B
Appeal of a decision made by: BUILDING INSPECTOR PLANNING BOARD

OWNER:	APPLICANT*
Town of Eastham	Pennrose Properties, LLC
Owner's Address: 2500 State Highway	Applicant's Address: 50 Milk Street
City, State, ZIP: Eastham, MA	City, State, ZIP: Boston, MA 02109
Phone: 508-240-2500	Phone: 857-415-4650
Email: Syanderhoef@eastham-ma.gov	Email: cadams@pennrose.com
Owner Signature:	Applicant Signature: <u>Charlie Adams</u>
<small>If there are multiple owners of a property (i.e. an Association), please list names and signatures and attach.</small>	<small>*If applicant is not the owner of record of the property, written authorization from the owner must accompany this application.</small>
CONTACT/REPRESENTATIVE*:	
Name:	Phone:
Mailing Address:	Email:

Directions to the Property: From townhall, US-6 east to 4300 State Highway, then right on Brackett Road

Registry of Deeds Title Reference: Book 14627, Page 107 Certificate of Title Number

Land Ct. Lot # N/A and Plan # N/A

Year lot was created N/A Year house &/or structures were constructed N/A

Are there any existing Special Permits or Variances associated with this property? Yes No ☒

If yes, please list Case Numbers or Book/Page numbers N/A

Section(s) of By-Law to Appeal (see Building Inspector's Denial Letter) N/A

Description of Proposal &/or Decision Being Appealed (Please attach separate narrative if additional space is needed):

See attached narrative. Seeking relief through Chapter 40B

Present Use of Property Vacant Land

Total Number of Structures on Lot 0 Number of Habitable Dwellings on Lot 0

Please be advised that by making this application, you are authorizing the Board of Appeals members and their agents to make site inspection of your property. It is imperative that the Street and Property in question are marked. This form must be filled out completely. Please contact Town Planner with any questions prior to filing deadline. Failure to include all information &/or plans and documentation could cause a delay or denial of your project

1. Proposed Site Coverage Calculation:

PROPOSED SITE COVERAGE				
GROSS HORIZONTAL AREA	DWELLING	ATTACHED ROOFED STRUCTURE (SQ.FT.)	DETACHED ROOFED STRUCTURE (SQ. FT.)	TOTALS (SQ. FT.)
BASEMENT	0	0	0	0
FIRST FLOOR	33,868	0	2,585	36,453
SECOND FLOOR	28,692	0	0	28,692
THIRD FLOOR				
TOTAL				

Note: See Eastham Zoning Bylaw Section III for **Site Coverage definition**.

2. Proposed Site Coverage (Total): 70,005 sq. ft.

3. Lot Size: 488,438 sq. ft.

4. Proposed Site Coverage Ratio: 14 % [Site Coverage (2) ÷ Lot Size (3)]

5. Existing Site Coverage: (if a reconstruction project) N/A

EXISTING SITE COVERAGE				
GROSS HORIZONTAL AREA	DWELLING	ATTACHED ROOFED STRUCTURE (SQ.FT.)	DETACHED ROOFED STRUCTURE (SQ. FT.)	TOTALS (SQ. FT.)
BASEMENT				
FIRST FLOOR				
SECOND FLOOR				
THIRD FLOOR				
TOTAL				

6. Existing Site Coverage (Total): N/A sq. ft.

7. Existing Site Coverage Ratio: N/A % [Site Coverage (6) ÷ Lot Size (3)]

8. Site Coverage Increase: N/A sq. ft.

9. Percentage of Expansion: N/A % [Site Coverage Increase (8) ÷ Lot Size (3)]

10.

PROPOSED GROSS FLOOR AREA	
	STRUCTURE GROSS HORIZONTAL AREA (SQ.FT) (Including attached roofed areas)
BASEMENT	0
FIRST FLOOR	36,453
SECOND FLOOR	28,692
THIRD FLOOR	4,860
TOTAL	70,005

11.

EXISTING GROSS FLOOR AREA	
	STRUCTURE GROSS HORIZONTAL AREA (SQ.FT) (Including attached roofed areas)
BASEMENT	N/A
FIRST FLOOR	N/A
SECOND FLOOR	N/A
THIRD FLOOR	N/A
TOTAL	N/A

Note: See Eastham Zoning Bylaw Section III for **Gross Floor Area definition**.

12. Proposed Gross Floor Area: 70,005 sq. ft. [Total Gross Horizontal Area (10)]

13. Existing Gross Floor Area: N/A sq. ft. [Total Gross Horizontal Area (11)]

14. % Change Gross Floor Area: N/A % [Proposed Gross Floor Area Total (10) - Existing Gross Floor Area (11) ÷ Existing Gross Floor Area Total (11) x 100]

15. Multiple Buildings - refer to site plans for all setbacks

FRONT SETBACK		REAR SETBACK		SIDE SETBACK 1		SIDE SETBACK 2	
EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED

Note: See Eastham Zoning Bylaw Section IX.B for **Setback Requirements**.

ZBA APPLICATION CHECKLIST

Please submit 12 copies of the following required information, including one copy with original signature

- ☒ Filing Fee (\$250.00)
- ☒ Abutter Certification (\$25.00)
- ☒ Abutter Mailing Fee (\$8.00 per Abutter)
- ☐ Denial Letter from Building Commissioner (*Letter should indicate zoning relief required*) N/A
- ☒ Completed Application Packet (*12 copies including one with original signature*)
- ☒ Building Floor Plans and Elevations (Existing & Proposed) - (*Reduced size plans acceptable 11x17*)
- ☒ Schedule of Construction Procedures (*Including any proposed removal or demolition of major structural components - required for all renovations, alterations or additions*)
- ☒ Narrative statement describing the project
- ☒ Site Plans (Existing, Proposed & Septic Plans) - Stamped by Registered Surveyor or Engineer (11x17).
Plans should include the following information:
 - ☐ Property Line Dimensions
 - ☐ Dimensions of existing/proposed structures
 - ☐ All property line setbacks to existing/proposed structures
 - ☐ Location and capacity of septic disposal system and well
 - ☐ Edge of wetland and wetland buffer (if applicable)

COMMERCIAL APPLICATIONS - ADDITIONAL INFORMATION

- ☐ Site Plans (Existing and Proposed) - Stamped by Registered Surveyor or Engineer (11x17)
Plans should include the following information:
 - ☐ Existing and Proposed ground elevations and finished grade
 - ☐ Landscape plan with contours
 - ☐ Dimensions of existing/proposed structures
 - ☐ Parking layout showing all dimensions and calculations
 - ☐ Proposed drainage plan with runoff calculations and design capacity of all catch basins.
- ☒ I acknowledge that the above information is included in the application or I have indicated items that require waivers

Signature: _____

Charles Adams

Date: 11/7/16

Questions regarding the applicability of any of the above requirements to a specific project can be addressed to the Zoning Officer (Building Commissioner) or Town Planner (508) 240-5900

Town of Eastham
Zoning Board of Appeals
Comprehensive Permit Petition

Petitioner: Pennrose Properties, LLC

Property: 4300 State Highway and 140 Brackett Road, Eastham, MA
(11.2 acres off Holmes Road)

Waivers from Local Requirements and Regulations

The Petitioner seeks waivers to the extent the Board determines necessary from the following local requirements and regulations:

1. Eastham Zoning By-Law:
 - A. SECTION III – DEFINITIONS
Maximum Building Height: 30 feet
Provided: 35 feet/3 stories
 - B. SECTION V – USES
District C: No residential uses allowed.

District D: Residential apartments allowed
only above businesses of a permitted nature.

District I: North Eastham Overlay

District J: Groundwater Protection Overlay

Provided: Multi-family rental housing
 - C. SECTION VII – ACCESSORY USES
Accessory uses (i.e. community building,
wastewater treatment plant building,
trash/recycling enclosures) by special permit

Provided: As part of Comprehensive Permit

D. SECTION IX – INTENSITY REGULATIONS

1. Setback Requirements (B)(1) -- Distance between buildings: 50 feet
Provided: 20 feet
2. Residential Lot Intensity (D) -- Site Plan Approval for site coverage
Provided: As part of Comprehensive Permit

E. SECTION X - PARKING REQUIREMENTS

1. Table of requirements (B): -- Minimum number of parking spaces
Provided: 99 spaces (1.5/Unit)
2. Surfacing (C): -- Required bituminous concrete paving
Provided: Aisles shall be bituminous paving,
but parking spaces surfacing materials are to
be gravel or stone dust.
3. Egress (D): -- Maximum driveway width of 30 feet
Provided: 74 feet at edge of Brackett Road

G. SECTION XIII SITE PLAN APPROVAL - SPECIAL PERMIT

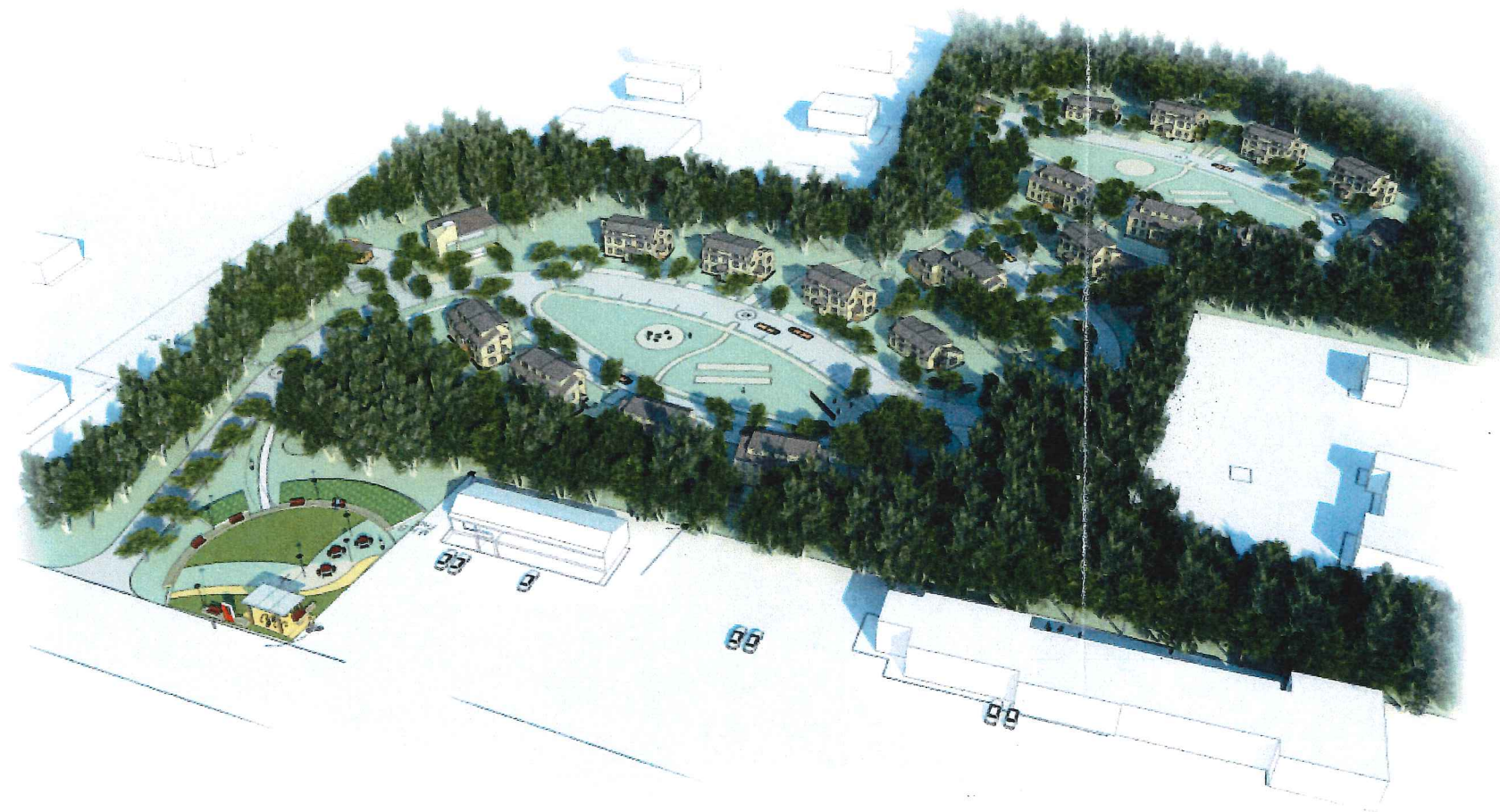
Provided: As part of Comprehensive Permit

H. SECTION XIV SITE PLAN APPROVAL – RESIDENTIAL

Provided: As part of Comprehensive Permit

CAMPBELL - PURCELL COMMUNITY HOUSING

4300 STATE HIGHWAY
EASTHAM, MA



SUBMISSIONS:

PROJECT CONTACT INFORMATION:

DEVELOPER	PENNROSE PROPERTIES, LLC 50 MILK STREET, 16TH FLOOR BOSTON, MA 02109
ARCHITECT	THE ARCHITECTURAL TEAM 50 COMMANDANT'S WAY AT ADMIRAL'S HILL CHELSEA, MA 02150
ENGINEER	HORSLEY WITTEN GROUP 90 ROUTE 6A, UNIT 1 SANDWICH, MA 02563

tat |
the architectural team

The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
T 617.889.4402
F 617.884.4329
www.architecturalteam.com
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Consultant:

Revision:

Architect of Record:



Drawn: BA

Checked: MB

Scale:

Key Plan:



Project Name:

CAMPBELL -
PURCELL
COMMUNITY
HOUSING
4300 STATE HIGHWAY
EASTHAM, MA

Sheet Name:

PROJECT
COVER

Project Number:

16065

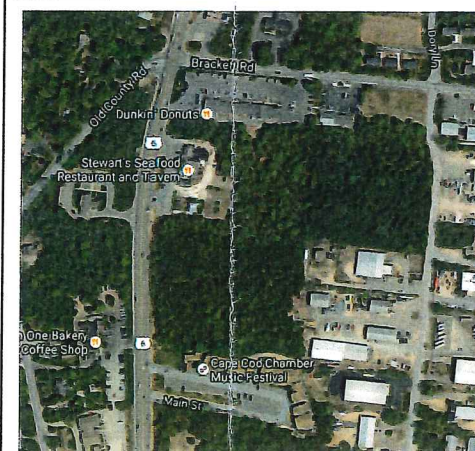
Issue Date:

11/04/16

Sheet Number:

T0.01

LOCUS MAP:



SHEET LIST	
SHEET NUMBER	SHEET NAME
T0.01	PROJECT COVER
T0.02	DRAWING LIST AND UNIT MIX/PROJECT DATA
C-1	EXISTING CONDITIONS (1)
C-2	EXISTING CONDITIONS (2)
C-3	OVERALL SITE PLAN
C-4	SITE PLAN (1)
C-5	SITE PLAN (2)
A1.01	BUILDING A AND B - FIRST, SECOND AND THIRD FLOOR PLAN
A1.02	BUILDING C AND D - FIRST, SECOND AND THIRD FLOOR PLAN
A1.03	BUILDING E AND F - FIRST, SECOND AND THIRD FLOOR PLAN
A4.01	TYPICAL BUILDING ELEVATIONS
A4.02	TYPICAL BUILDING ELEVATIONS

UNIT MIX /PROJECT DATA	
Building A (11)- 4 Unit / 3 Story	Building A Totals
(2) Unit 1A: 1 Bedroom 750 SF Flat - Accessible (2) Unit 1B: 2 Bedroom 1050 SF Duplex 1775 GSF Footprint	(22) 1 Bedroom Units (22) 2 Bedroom Units (0) 3 Bedroom Units
Building B (1)- 4 Unit / 3 Story	Building B Totals
(1) Unit 1A: 1 Bedroom 750 SF Flat (2) Unit 1B: 2 Bedroom 1050 SF Duplex (1) Unit 1C: 3 Bedroom 1130 SF Flat - Accessible 2175 GSF Footprint	(1) 1 Bedroom Units (2) 2 Bedroom Units (1) 3 Bedroom Unit
Building C (2)- 3 Unit / 3 Story	Building C Totals
(2) Unit 1D: 1 Bedroom 750 SF Flat (1) Unit 1E: 2 Bedroom 1050 SF Flat 1650 GSF Footprint	(4) 1 Bedroom Units (2) 2 Bedroom Units (0) 3 Bedroom Units
Building D (1)- 2 Unit / 3 Story	Building D Totals
(2) Unit 1F: 3 Bedroom 1250 SF TriPlex 1190 GSF Footprint	(0) 1 Bedroom Units (0) 2 Bedroom Units (2) 3 Bedroom Units
Building E (2)- 3 Unit / 3 Story	Building E Totals
(1) Unit 1G: 2 Bedroom 1050 SF Duplex (2) Unit 1F: 3 Bedroom 1250 SF Triplex 1730 GSF Footprint	(0) 1 Bedroom Units (2) 2 Bedroom Units (4) 3 Bedroom Units
Building F (1)- 3 Unit/3 Story	Building F Totals
(1) Unit 1H: 2 Bedroom 910 SF Flat - Accessible (2) Unit 1I: 2 Bedroom 1050 SF Duplex 1278 GSF Footprint	(0) 1 Bedroom Units (0) 2 Bedroom Units (0) 3 Bedroom Units
Total GSF (Approx): Townhouse Buildings (A-F) 67,420 GSF Other Buildings (Maintenance, Wastewater Treatment, Potential Amenity) 2585 GSF Total Buildings: 70,005 GSF (including Potential Leasing/Amenity Building)	Project Totals: (27) 1 Bedroom Units (31) 2 Bedroom Units (7) 3 Bedroom Units 65 Total Units

tat |
the architectural team

The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
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F 617.884.4329
www.architecturalteam.com
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Consultant:

Revision:

Architect of Record:



Drawn: BA

Checked: MB

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

CAMPBELL -
PURCELL
COMMUNITY
HOUSING
4300 STATE HIGHWAY
EASTHAM, MA

Sheet Name:

DRAWING LIST
AND UNIT
MIX/PROJECT
DATA

Project Number:

16065

Issue Date:

11/04/16

Sheet Number:

T0.02

Consultant:

Revision:

Architect of Record:



Drawn: BA
Checked: MB
Scale: 1/8" = 1'-0"
Key Plan:

Project Name:
**CAMPBELL -
PURCELL
COMMUNITY
HOUSING**
4300 STATE HIGHWAY
EASTHAM, MA

Sheet Name:

**BUILDING A
AND B - FIRST,
SECOND AND
THIRD FLOOR
PLAN**

Project Number:

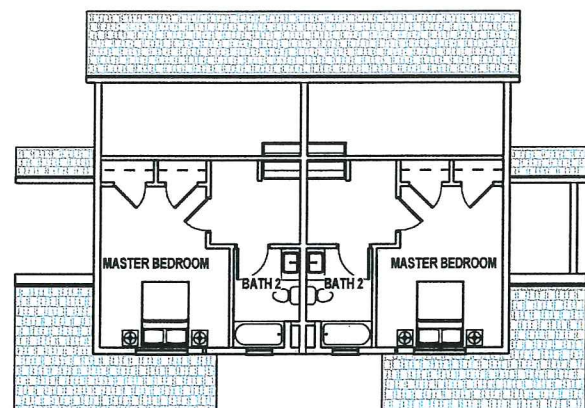
16065

Issue Date:

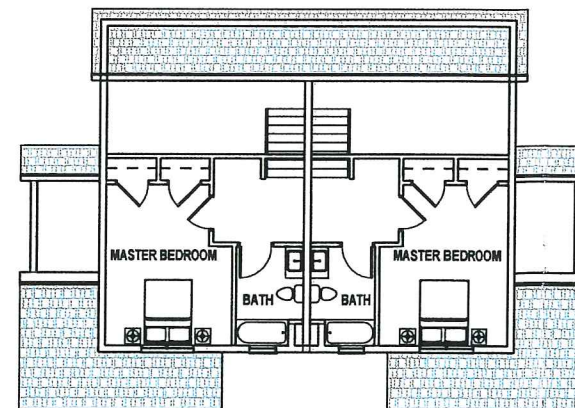
11/04/16

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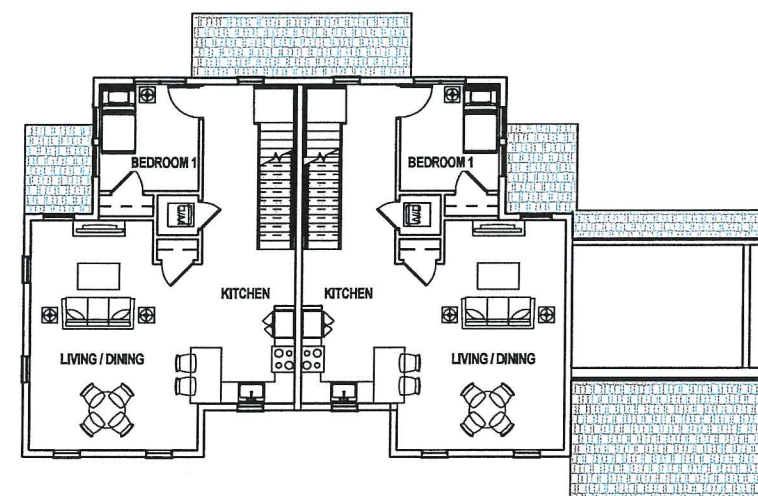
A1.01



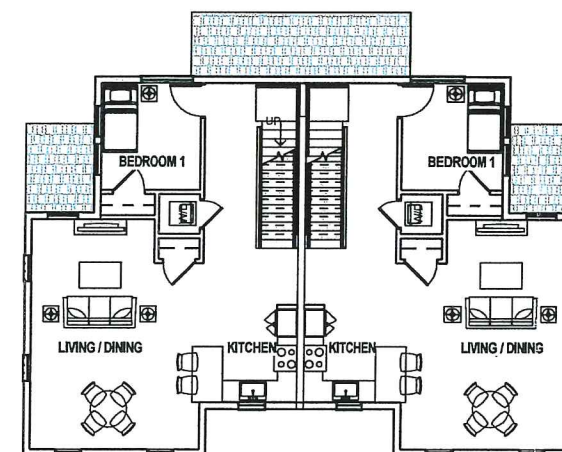
22 BLDG B - THIRD FLOOR PLAN
Scale : 1/8" = 1'-0"



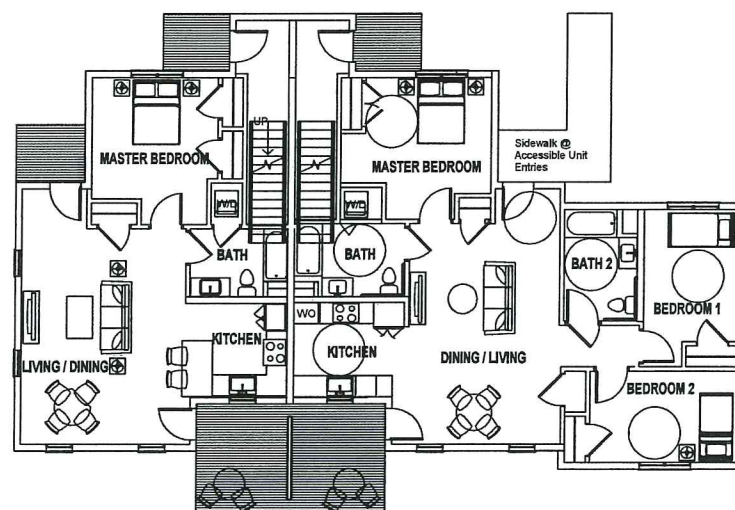
12 BLDG A - THIRD FLOOR PLAN
Scale : 1/8" = 1'-0"



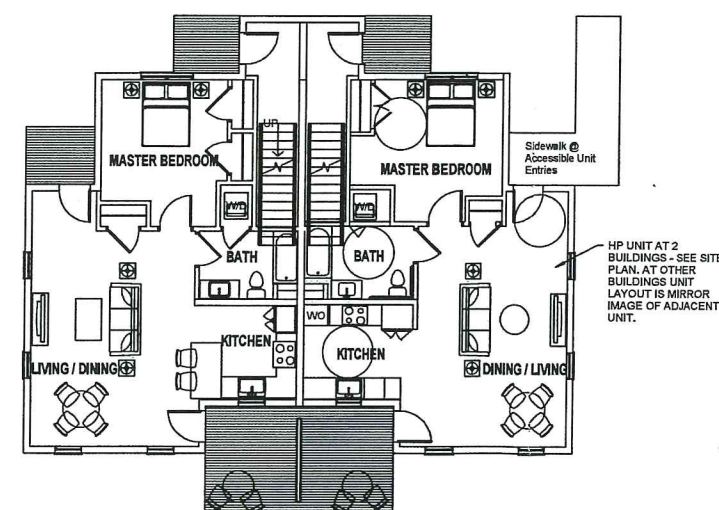
21 BLDG B - SECOND FLOOR PLAN
Scale : 1/8" = 1'-0"



11 BLDG A - SECOND FLOOR PLAN
Scale : 1/8" = 1'-0"



20 BLDG B - FIRST FLOOR PLAN
Scale : 1/8" = 1'-0"



10 BLDG A - FIRST FLOOR PLAN
Scale : 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:



Drawn: BA

Checked: MB

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:
**CAMPBELL -
PURCELL
COMMUNITY
HOUSING**
4300 STATE HIGHWAY
EASTHAM, MA

Sheet Name:

**BUILDING C
AND D - FIRST,
SECOND AND
THIRD FLOOR
PLAN**

Project Number:

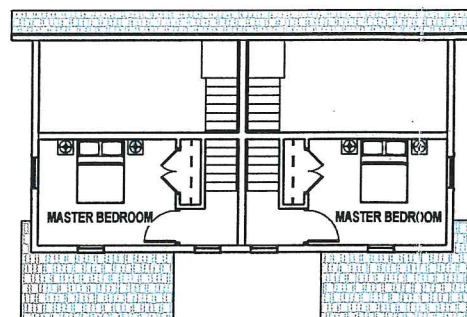
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Issue Date:

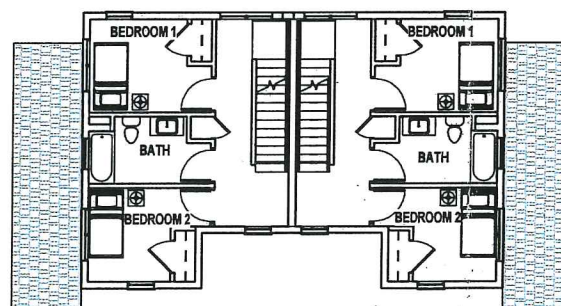
11/04/16

Sheet Number:

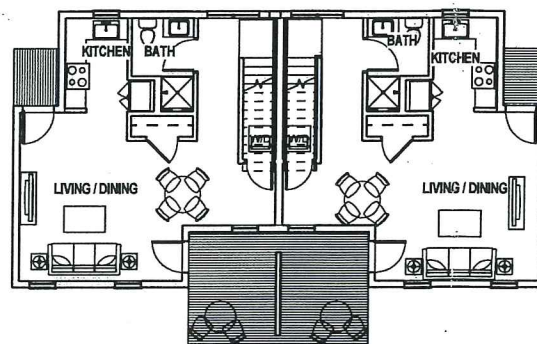
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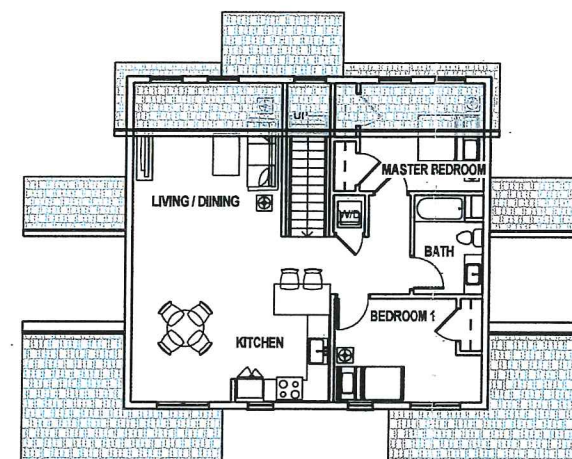
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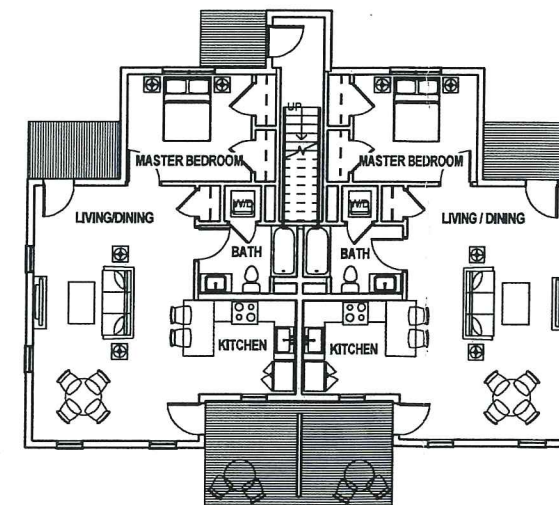
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20 BLDG D - FIRST FLOOR PLAN
Scale: 1/8" = 1'-0"



11 BLDG C - SECOND FLOOR PLAN
Scale: 1/8" = 1'-0"



10 BLDG C - FIRST FLOOR PLAN
Scale: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:



Drawn: BA

Checked: MB

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

**CAMPBELL -
PURCELL
COMMUNITY
HOUSING**
4300 STATE HIGHWAY
EASTHAM, MA

Sheet Name:

**BUILDING E
AND F - FIRST,
SECOND AND
THIRD FLOOR
PLAN**

Project Number:

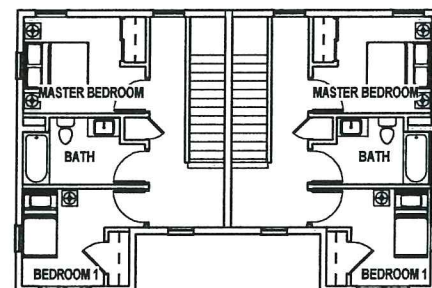
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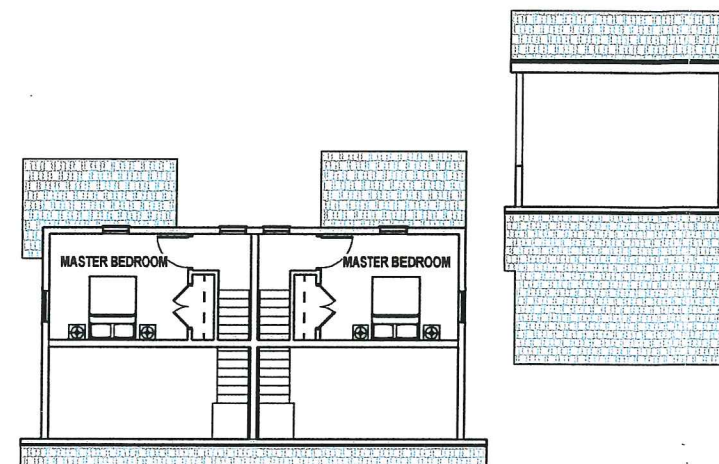
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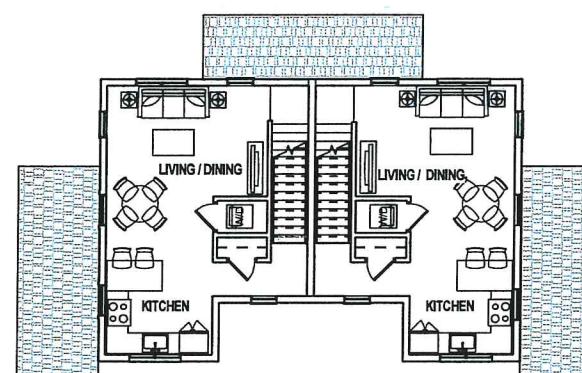
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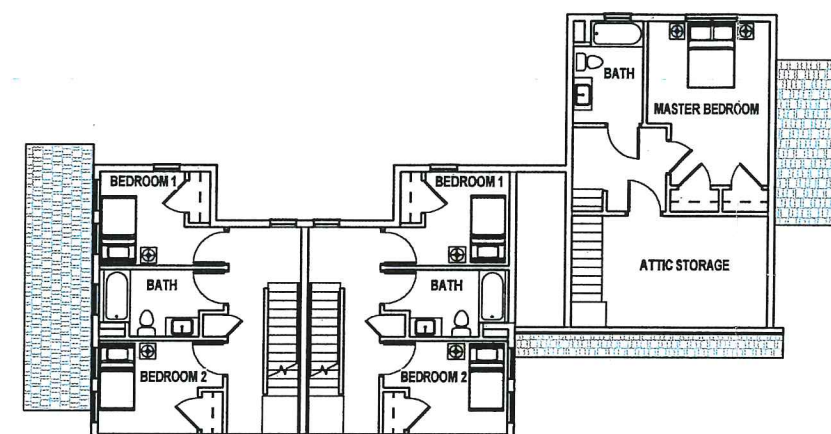
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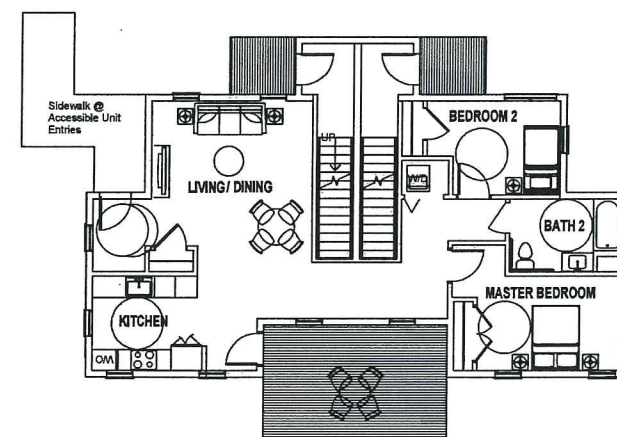
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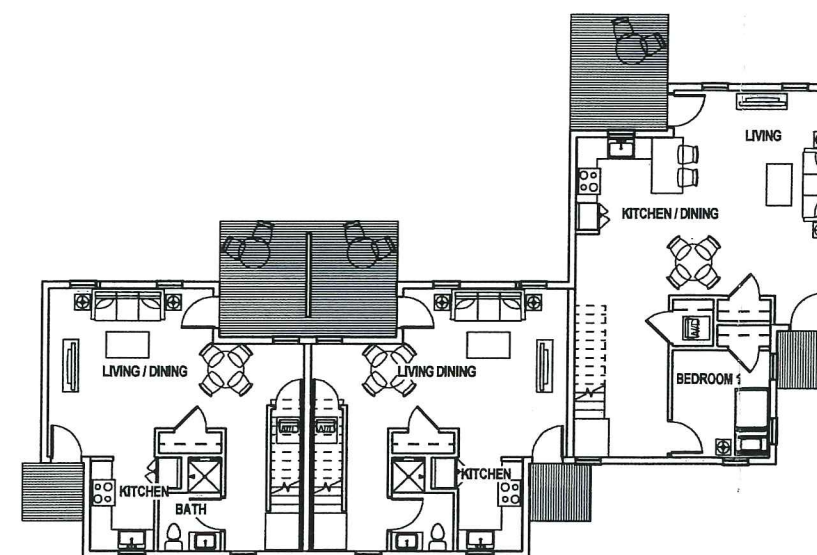
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Scale : 1/8" = 1'-0"



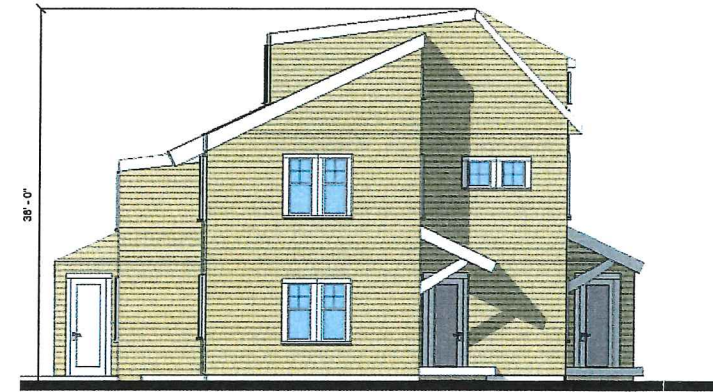
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10 BLDG E - FIRST FLOOR PLAN
Scale : 1/8" = 1'-0"



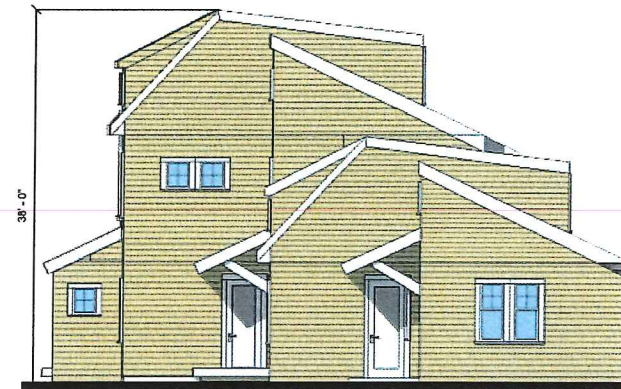
21 TYPICAL 3 STORY ELEVATION - FRONT
Scale : 1/8" = 1'-0"



11 TYPICAL 3 STORY ELEVATION - SIDE A
Scale : 1/8" = 1'-0"



20 TYPICAL 3 STORY ELEVATION - BACK
Scale : 1/8" = 1'-0"



10 TYPICAL 3 STORY ELEVATION - SIDE B
Scale : 1/8" = 1'-0"

tat |
the architectural team

The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
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F 617.884.4329
www.architecturalteam.com
©2016 The Architectural Team, Inc.

Consultant:

Revision:

Architect of Record:



Drawn: BA

Checked: MB

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

**CAMPBELL -
PURCELL
COMMUNITY
HOUSING**
4300 STATE HIGHWAY
EASTHAM, MA

Sheet Name:

**TYPICAL
BUILDING
ELEVATIONS**

Project Number:

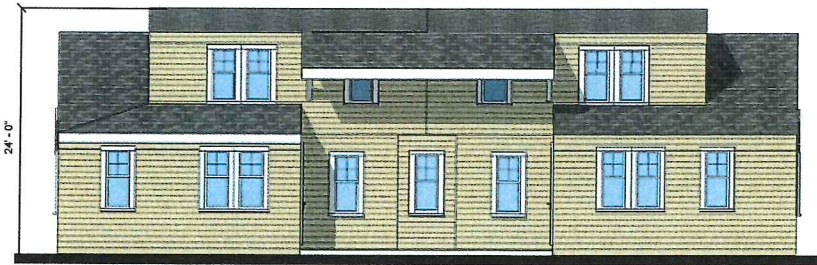
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Issue Date:

11/03/16

Sheet Number:

A4.01



23 TYPICAL 2 STORY ELEVATION - FRONT
Scale : 1/8" = 1'-0"



13 TYPICAL 2 STORY ELEVATION - SIDE A
Scale : 1/8" = 1'-0"



22 TYPICAL 2 STORY ELEVATION - BACK
Scale : 1/8" = 1'-0"



12 TYPICAL 2 STORY ELEVATION - SIDE B
Scale : 1/8" = 1'-0"



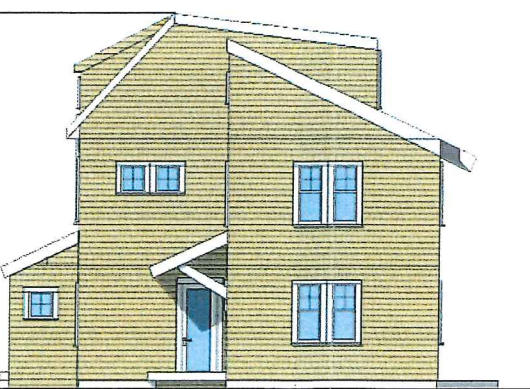
21 TYPICAL 3 STORY ELEVATION - B - FRONT
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11 TYPICAL 3 STORY ELEVATION - B - SIDE A
Scale : 1/8" = 1'-0"



20 TYPICAL 3 STORY ELEVATION - B - BACK
Scale : 1/8" = 1'-0"



10 TYPICAL 3 STORY ELEVATION - B - SIDE B
Scale : 1/8" = 1'-0"

tat |
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Consultant:

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Architect of Record:



Drawn: BA

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Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

**CAMPBELL -
PURCELL
COMMUNITY
HOUSING**
4300 STATE HIGHWAY
EASTHAM, MA

Sheet Name:

**TYPICAL
BUILDING
ELEVATIONS**

Project Number:

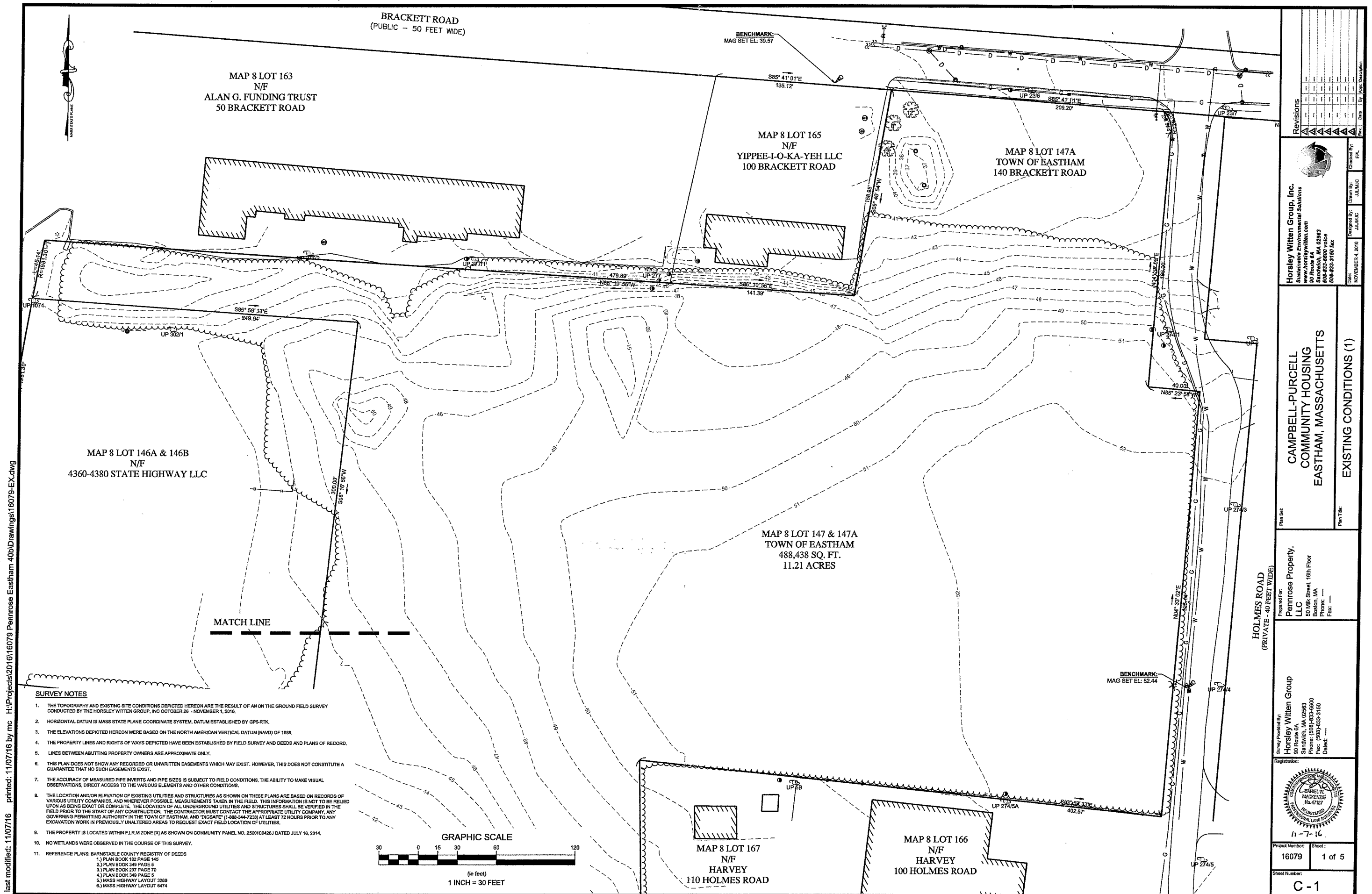
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Issue Date:

11/04/16

Sheet Number:

A4.02



GRAND ARMY OF THE REPUBLIC HIGHWAY
ROUTE 6
(STATE HIGHWAY LAYOUT - 80 FEET WIDE)

MATCH LINE

MAP 8 LOT 147 & 147A
TOWN OF EASTHAM
488,438 SQ. FT.
11.21 ACRES

MAP 8 LOT 167
N/F
HARVEY
110 HOLMES ROAD

MAP 8 LOT 166
N/F
HARVEY
100 HOLMES ROAD

MAP 8 LOT 168A
N/F
FARRELL
120 HOLMES ROAD


MAP 8 LOT 168B
N/F
FARRELL
140 HOLMES ROAD

MAP 8 LOTS 140A - 140N
ONE MAIN STREET

MAP 8 LOTS 136C - 136U
20 MAIN STREET

MAP 8 LOT 169
N/F
S & J REALTY TRUST
150 HOLMES ROAD

GRAPHIC SCALE



(in feet)
1 INCH = 30 FEET

[illegible]

Horsley Witten Group, Inc.
Sustainable Environmental Solutions
www.horsleywitten.com
90 Route 6A
Sandwich, MA 02563
508-833-6600 voice
508-833-3150 fax

Date:	NOVEMBER 4, 2016	Designed By:	JULIA K	Drawn By:	JULIA K	Checked By:	CP
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CAMPBELL-PURCELL
COMMUNITY HOUSING
EASTHAM, MASSACHUSETTS

EXISTING CONDITIONS (2)

Prepared For:
**Pennrose Property,
LLC**
50 Milk Street, 16th Floor
Boston, MA

Survey Provided By:
Horsley Witten Group
90 Route 6A
Sandwich, MA 02563
Phone: (508)-833-6600



Project Number:	Sheet :
16079	2 of 5

Sheet Number:
C - 2

GENERAL																																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">EXISTING</th> <th style="text-align: center;">PROPOSED</th> </tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	EXISTING	PROPOSED																																													<p> BERM BERM CUT BUILDING CENTERLINE CONTOUR - MINOR CONTOUR - MAJOR CURB CURB CUT EDGE OF PAVEMENT FENCE - CHAIN LINK FENCE - WIRE FENCE - WOOD GUARD RAIL LIMIT OF WORK PATHWAY STONE SIDEWALK STORMWATER AREA TREE LINE WALL - RETAINING WALL - STONE VEGETATED SWALE CONCRETE CROSSWALK/PAVEMENT STRIPING </p>	<p> ABUTTING LOT EASEMENT LINE PROPERTY, LOT, OR ROW SETBACK LINE </p>	<p> PROPERTY INFORMATION </p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">EXISTING</th> <th style="text-align: center;">PROPOSED</th> </tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	EXISTING	PROPOSED								
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EXISTING	PROPOSED																																																										
<p style="text-align: center;">SYMBOLS</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> </td> <td style="width: 50%; vertical-align: top;"> </td> </tr> </table>				 	 																																																						

1.5 SPACES PER UNIT
REQUIRED: 99 SPACES
PROPOSED: 101 SPACES
PERPENDICULAR SPACE: 9' X 18'
PARALLEL SPACE: 8' X 22'

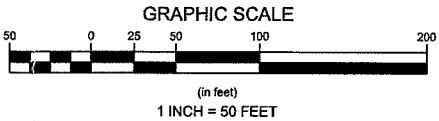
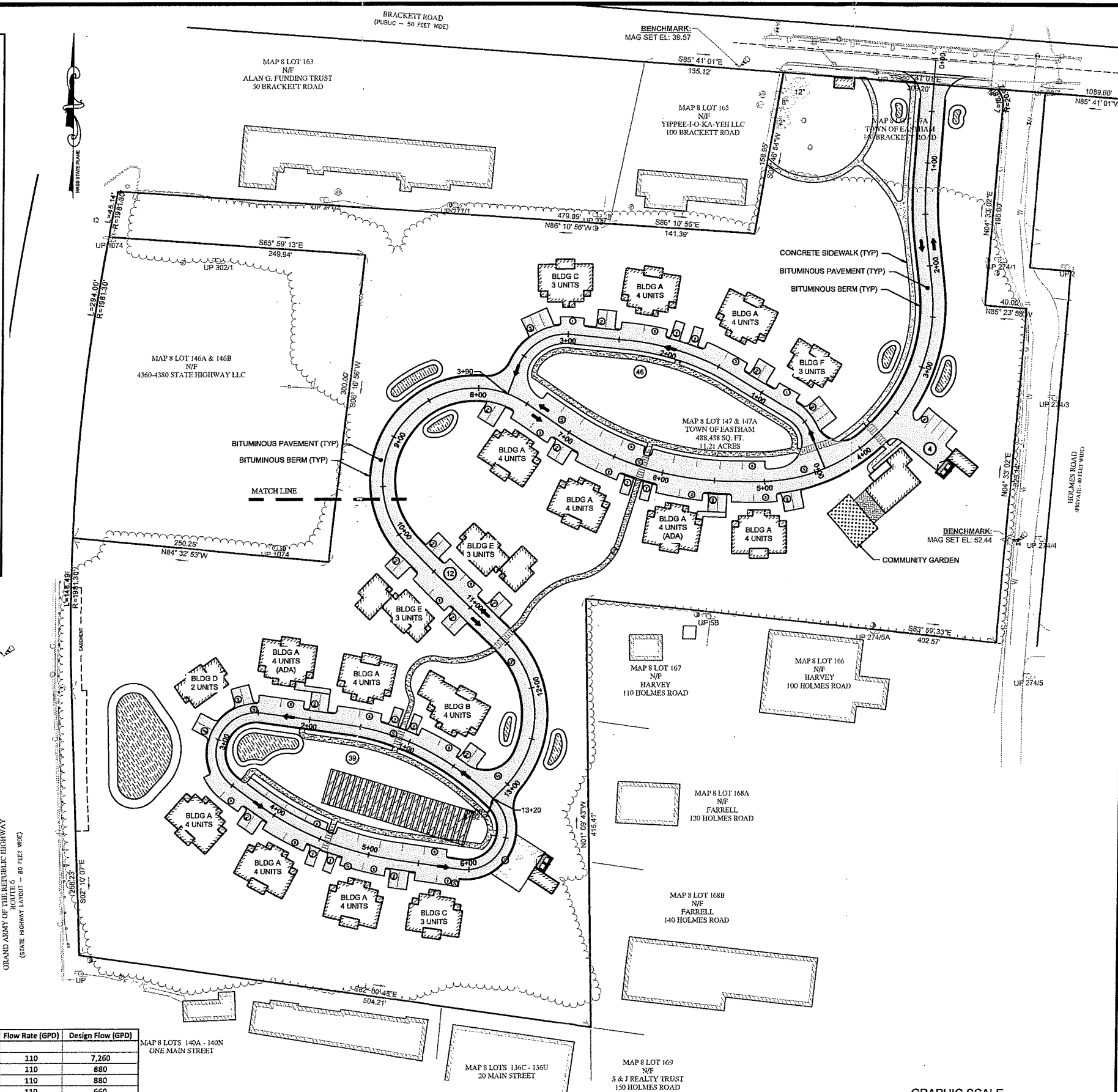
ON-SITE WASTEWATER TREATMENT & DISPOSAL
(SEE CALCULATIONS)

TOWN WATER
UNDERGROUND NATURAL GAS
UNDERGROUND ELECTRIC, TELEPHONE & CABLE

TOTAL LOT AREA: 488,438 SF (11.21 ACRES)
PROPOSED BUILDING GROUND SURFACE AREA: 39,632 SF
PROPOSED SITE IMPERVIOUS: 83,100 SF
TOTAL PROPOSED IMPERVIOUS: 122,732 SF
APPROXIMATE PERCENT COVERAGE: 25%
NOTE: PROPOSED SITE IMPERVIOUS INCLUDES ALL DRIVEWAYS, SIDEWALKS AND PAT

Campbell-Purcell Community Housing
Prepared by Horsley Witten Group, Inc.
November 3, 2016

Description	Number Buildings	Number Units	Number Bedrooms	Total	Units	Type of Establishment	Flow Rate (GPD)	Design Flow (GPD)
residential								
Building Type A	11	4	6	66	Bedrooms	Family dwelling	110	7,260
Building Type B	1	4	8	8	Bedrooms	Family dwelling	110	880
Building Type C	2	3	4	8	Bedrooms	Family dwelling	110	880
Building Type D	1	2	6	6	Bedrooms	Family dwelling	110	660
Building Type E	2	3	8	16	Bedrooms	Family dwelling	110	1,760
Building Type F	1	3	6	6	Bedrooms	Family dwelling	110	660
Office	1	1		1,000	sf	Office (75 gpd/1000 s.f.)	75	75
							Total Flow:	12,175



Revisions



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Sustainable Environmental Solutions
www.horsleywitten.com
90 Route 6A
Sandwich, MA 02563
508-433-6400 voice
508-433-3150 fax

CAMPBELL-PURCELL
COMMUNITY HOUSING
EASTHAM, MASSACHUSETTS

Final Set:

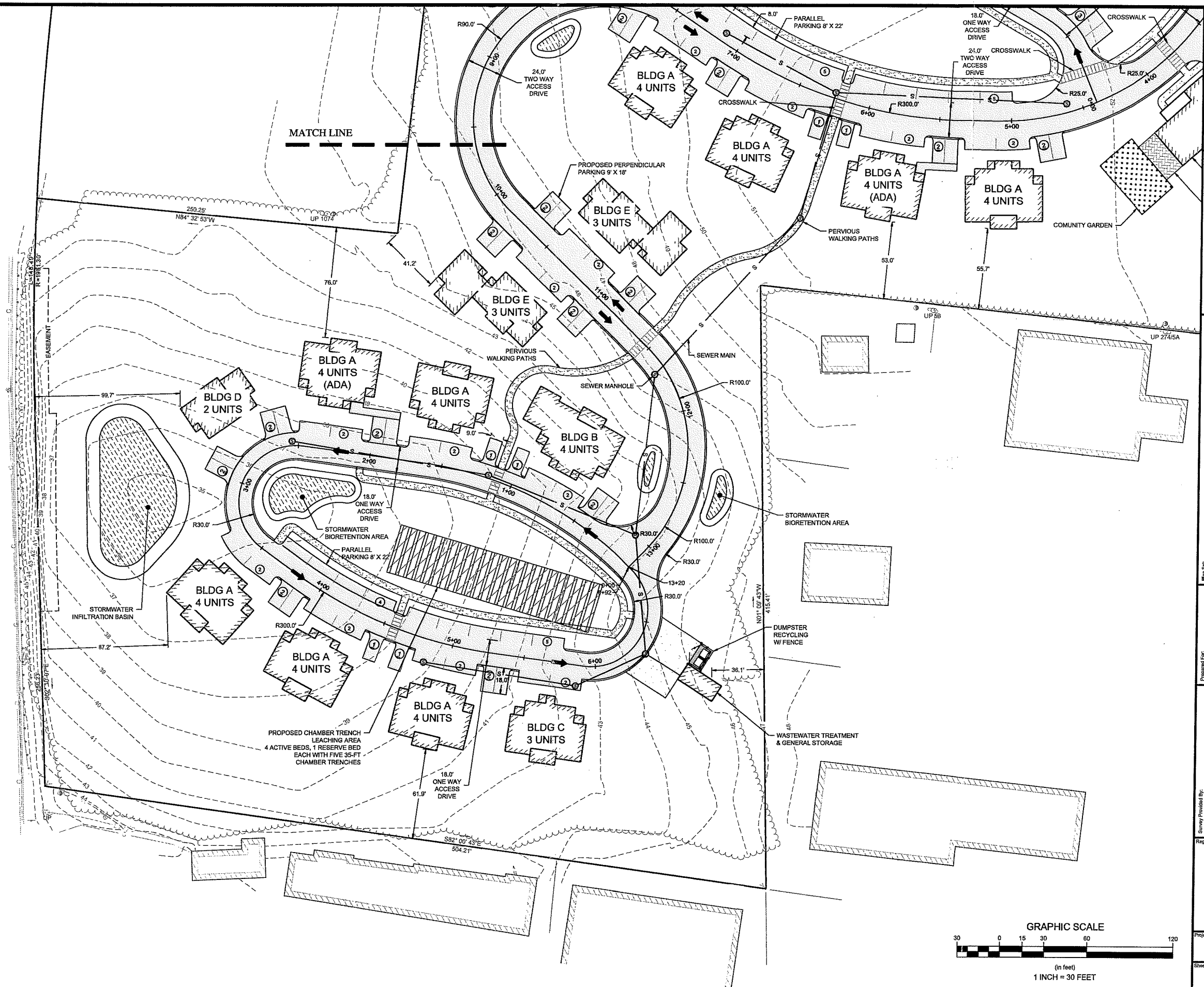
Pennrose Property, LLC
150 Milk Street, 16th Floor
Boston, MA
Phone: ---
Fax: ---

Horsley Witten Group
90 Route 6A
Sandwich, MA 02563
Phone: (508)-833-6600
Fax: (508)-833-3150
Dated: ---

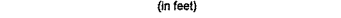


Sheet Number:	Sheet :
16079	3 of 3
Sheet Number:	

C - 3



GRAPHIC SCALE



(in feet)
1 INCH = 30 FEET

[illegible]

Horsley Witten Group, Inc.
Sustainable Environmental Solutions
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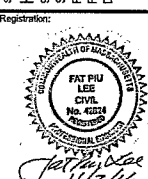
Date: NOVEMBER 4, 2018	Designed By: JUL/MJC	Drawn By: JUL/MJC	Checked By: FPL
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CAMPBELL-PURCELL
COMMUNITY HOUSING
EASTHAM, MASSACHUSETTS

SITE PLAN (2)

Prepared For:
Pennrose Property, LLC
650 Milk Street, 16th Floor

Survey Provided By:
Horsley Witten Group
90 Route 6A



Project Number:	Sheet :
16079	5 of 5

Sheet Number:
C - 5

III A. 4

Conservation Restrictions

CONSERVATION RESTRICTION

The Town of Eastham, acting by and through its Board of Selectmen, and Conservation Commission having an address of 2500 State Highway, Eastham, Massachusetts 02642, being the sole owner ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to **Eastham Conservation Foundation**, a Massachusetts non-profit corporation, with a mailing address of P.O. Box 183, Eastham, MA 02642 and its permitted successors and assigns ("Grantee"), for consideration of One Dollar (\$1.00) Dollar, in perpetuity and exclusively for conservation and passive recreation purposes, the following Conservation Restriction on a certain parcel of land located on **700 Dyer Prince Road**, in the Town of Eastham, Barnstable County, Massachusetts containing approximately 3.412 acres, more or less, and described in a deed to the Grantor, filed with the Barnstable County Land Court on **Certificate of Title No. 203922**, and further described at Exhibit A attached hereto (the "Premises").

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity for conservation and passive recreation purposes, predominantly in a scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The Premises was purchased using Massachusetts Community Preservation Act funds (M.G.L. Chapter 44B). The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section II.B hereof, the Premises will be subject to the prohibitions described in Section II.A hereof, so that the Premises are retained in perpetuity in their scenic and undeveloped condition for open space and passive recreation, and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will materially impair or interfere with the conservation values thereof. The Premises contains outstanding qualities, including waterfront coastal beaches and coastal dunes, an open sandy maritime heathland consisting of low-growing native heaths and heathers, bayberry, beach plum, beach pea, American beach grass, bayberry, rosa rugosa, eastern red cedar, and various lichens and as well as an upland consisting of a pine-oak woodland. The protection of which will be of benefit to the public. These qualities are described below:

- **Open Space Preservation.**

The protection of the Premises contributes to the protection of the scenic and natural character of Eastham and will serve the public as additional passive recreation space.

- **Passive Recreation and Public Access Trails.**

Conservation of the Premises will preserve the public's use and enjoyment of the Premises for passive recreation, including the potential for passive trail-based activities, provided that these activities will not compromise the wildlife habitat, scenic and environmental values. There are current limited trails within the property primarily maintained by animal migration.

- **Protection of Wildlife Habitat.**

Perhaps the most important value of this property, is that it is identified by the Natural Heritage and Endangered Species Program as an Estimated and Priority Habitat and consists of Coastal Beach, Coastal Dunes, open maritime heathland, forested pine-oak upland and a portion is located within the Inner Cape Cod Bay Area of Critical Environmental Concern.

- **Protection of Scenic Resources.**

The Premises is unique in that it comprises part of scenic Cape Cod Bay, working Rock Harbor and the Boat Meadow landscape. Protection of the Premises will preserve the scenic character and scenic views of this open and aesthetically important landscape in the Town of Eastham.

This acquisition also promotes elements in the Open Space and Recreation Plan, specifically the Natural Resources Goal which states in part;

Natural Resources Goal: Ensure Eastham has a good and ample amount of publicly accessible, multi-use open space land that provides both passive and active recreational opportunities, as well as aesthetic enjoyment, wildlife protection, and watershed protection.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, indoor riding ring, landing strip, mobile home, swimming pool, golf driving range, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises; except the town may add and maintain ancillary facilities such as drinking fountains, seating, trash receptacles, and shade shelters only on the periphery of the property, and as needed, to enhance the use of the site by walkers, and beachgoers.

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area; except for minor grading as may related to handicapped accessibility and access for passive recreation uses.
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation, including leaf litter; except as may be permitted by the Conservation Commission to support and maintain specific habitats, species and flora complimentary to passive recreational use.
5. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except use of vehicles is limited to those necessary for management of the Premises by the Town, forestry activities, and public safety (i.e., fire, police, ambulance, other government officials), efforts shall be made to limit vehicular use as noted above to the periphery of the property. Parking on site is prohibited, however parking adjacent to the site and along the road frontage may be provided.
7. Subdivision or conveyance of a part or portion of the Premises. Further, no portion of the Premises may be used towards building or development requirements of this or any other parcel;
8. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

1. Recreational Activities. Swimming, walking, hiking, cross-country skiing, fishing, and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape, do not degrade environmental quality, are allowed. Motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises are permitted.

2. Trails. The marking, clearing and periodic maintenance of unpaved trails and walking paths.
3. Vegetation and Forest Management. In accordance with generally accepted management practices consistent with the conservation purposes of this Conservation Restriction, removing of brush, limited and selective pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including any existing trails.
4. Non-native or Nuisance Species. The removal of non-native or invasive plant species or poison ivy done in a manner to affect only the target species and not non-target species.
5. Wildlife Habitat Improvement. Subject to the approval of the Grantee as described in Section II.C below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation of nest boxes, selective planting of native trees, shrubs and plant species.
6. Infrastructure. Subject to the approval of the Grantee as described in Section II.C below, the installation of other signage, boardwalks or bridges, benches, and canoe/kayak launch areas, and adjacent parking areas located along the road frontage or on adjacent parcels owned by the town.
7. Signs. The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about allowed and prohibited uses, educational or interpretative information, trail location/markings, distance and directional signs; property name, ownership, and property boundaries.
8. Fencing. The installation and maintenance of sight-pervious fences that do not interfere with the passage of wildlife or the conservation purposes of this restriction and do not, by their material detract from the scenic character of the landscape.
9. Permits. The exercise of any right reserved by Grantor under this Paragraph B or for which approval is granted shall be in compliance with the Town of Eastham Zoning Bylaw, the Town of Eastham Wetlands Bylaw, the state Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued. All acts and uses not explicitly permitted by Section II, Paragraph B are prohibited unless otherwise approved as described in Section II.C below.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of Paragraph A or B of this Section II, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of the Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this Paragraph C relative to deemed approval after sixty (60) days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to the condition prior to the time of the injury complained of (it being agreed that the Grantee has no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction, and Grantee is authorized to pursue non-party violators. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days prior written notice of a violation and failure of the Grantor to cure said violation within said 30-day period, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines, except in emergency when notice shall be given as soon as practicable.

This Conservation Restriction also grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, cross-country skiing, and other non-motorized, passive outdoor recreational and educational activities (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise outlined in Section II of this Conservation Restriction, which shall be allowed).

V. EXTINGUISHMENT

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law, after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. After complying with the terms of any gift grant or funding requirements, including M.G.L. c.44B, Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

A. Proceeds.

Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time. Such proportionate value of the Grantee's property right shall remain constant.

B. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after comply with the terms of any gift, grant or funding requirements, including M.G.L. c.44B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds in the manner of a trust consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees itself to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article

97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation values. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be

approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be filed with the Barnstable Registry District of the Land Court.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws of Massachusetts have been obtained, and it has been filed with the Barnstable Registry District of the Land Court. The Grantee shall file this instrument in a timely manner with the Barnstable Registry District of the Land Court.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantees:	Town of Eastham Board of Selectmen 2500 State Highway Eastham MA. 02642
With A Copy to Grantor:	Eastham Conservation Foundation P.O. Box 183 Eastham, MA 02642
With Copies to:	Vicki S. Marsh, Esq. Kopelman and Paige, P.C. 101 Arch Street Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect

the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS our hands and seals this _____ day of _____, 2016.

TOWN OF EASTHAM,
By Its Board of Selectmen

John F. Knight, Chair

William O'Shea, Vice Chair

Linda Burt, Clerk

Wallace F. Adams, II

Elizabeth Gawron

COMMONWEALTH OF MASSACHUSETTS

Eastham, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, member of the Town of Eastham Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

Eastham Conservation Foundation accepts the above Conservation Restriction this _____ day of _____, 2016.

By: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Eastham Conservation Foundation has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2016

Matthew A. Beaton
Secretary of Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Matthew A. Beaton., Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

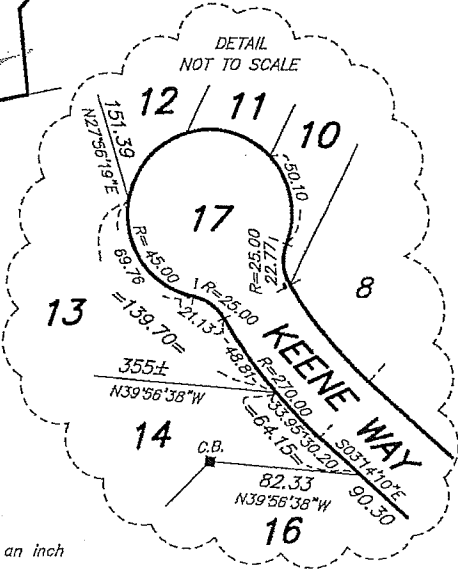
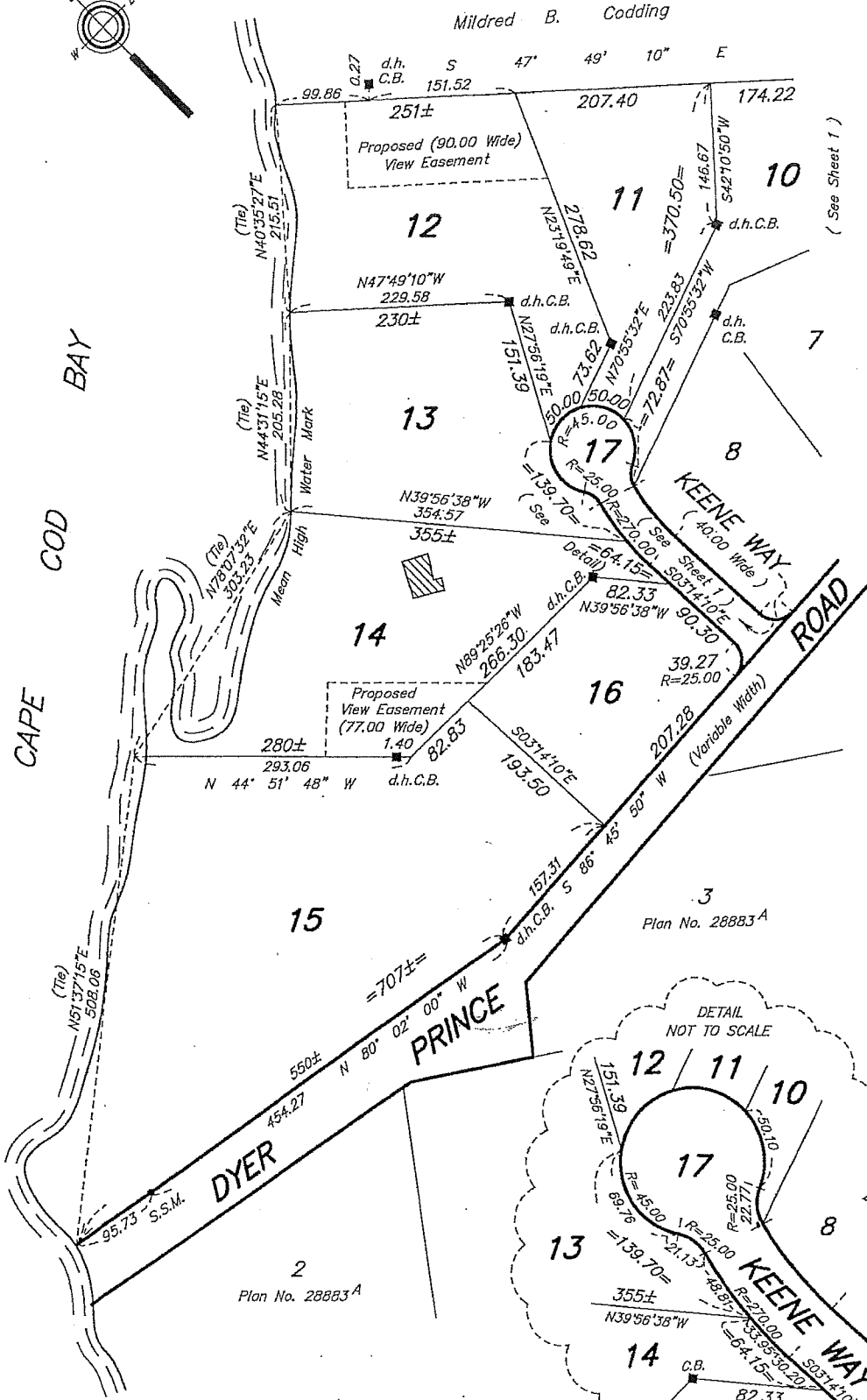
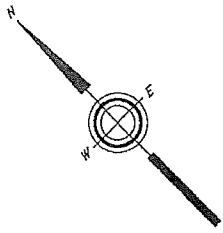
Exhibit A

Plan of Premises

A certain parcel of land on Dyer Prince Road, Eastham, Massachusetts shown as Lot 15 on Land Court Plan 28883-D (Sheet 2) filed with the Barnstable Registry District of the Land Court.

28883^D

Sheet 2 of 2



CONSERVATION RESTRICTION

The Town of Eastham, acting by and through its Board of Selectmen, and Conservation Commission, having an address of 2500 State Highway, Eastham, Massachusetts, 02642, being the sole owner ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to **Eastham Conservation Foundation**, a Massachusetts non-profit corporation, with a mailing address of **P.O. Box 183, Eastham, MA 02642** and its permitted successors and assigns ("Grantee"), for consideration of One Dollar (\$1.00) Dollar, in perpetuity and exclusively for conservation and passive recreation purposes, the following Conservation Restriction on a certain parcel of land located on **40 Hatch Way**, in the Town of Eastham, Barnstable County, Massachusetts containing approximately **1.105** acres, more or less, and described in a deed to the Grantor, filed with the Barnstable Registry District, **Book 19356, Page 292** and further described in Exhibit A attached hereto (the "Premises"). The Grantor and Grantee, their successors and assigns, are bound by and subject to the terms and conditions of this Conservation Restriction.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity for conservation and passive recreation purposes, predominantly in a scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The Premises was purchased using Massachusetts Chapter 293 of the Acts of 1998 (Land Bank so called). The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section II.B hereof, the Premises will be subject to the prohibitions described in Section II.A hereof, so that the Premises are retained in perpetuity in their scenic and undeveloped condition for open space and passive recreation, and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will materially impair or interfere with the conservation values thereof. The Premises contains outstanding qualities, including native pine-oak woodlands and native pond shore community and is designated Estimated and Priority Habitat for rare species. It is naturally vegetated and while formerly part of a residential lot, this portion does not and did not have a structure or subsurface disposal works. There is no evidence that it has been used for subsurface mining, or hazardous waste disposal. The protection of this property will be of benefit to the public and in support of the qualities listed below:

- **Open Space Preservation**

The protection of the Premises contributes to the protection of the scenic and natural character of the Eastham and will serve the public as additional passive recreation space.

- **Passive Recreation and Public Access Trails**

This parcel has a connection to an active recreational area as it is adjacent to the bike trail. Conservation of the Premises will preserve the public's use and enjoyment of the Premises for passive recreation, including the potential for passive trail-based activities, provided that these activities will not compromise the wildlife habitat, scenic and environmental values. The Premises is located adjacent to the Cape Cod Rail Trail bike path as well as Depot Pond which will preserve the scenic recreational values of the bike trail.

- **Wildlife and Plant Education**

Provides for preservation of special pond shore vegetation. The site is elevated and provides special views of the pond and adjacent pond edges.

- **Protection of Wildlife Habitat**

This purchase precludes the residential development of limited pondfront land. It also, integrates and forms a larger contiguous open space via the bike path, which facilitates wildlife migrations, expands habitat, and promotes bio diversity.

This acquisition promotes elements in the Open Space and Recreation Plan specifically the Natural Resources Goal which states in part;

Natural Resources Goal: Ensure Eastham has a good and ample amount of publicly accessible, multi-use open space land that provides both passive and active recreational opportunities, as well as aesthetic enjoyment, wildlife protection, and watershed protection

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, indoor riding ring, landing strip, mobile home, swimming pool, golf driving range, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, well, temporary or permanent structure or facility on, above or under the Premises, except the town may add and maintain ancillary facilities such as drinking fountains, seating, trash receptacles, and shade shelters as needed, to enhance the use of the site by walkers, hikers, and cyclists.
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or

otherwise make topographical changes to the area except for minor grading for trails related to handicapped accessibility and access for passive recreation uses.

3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation, including leaf litter, except as may be permitted by the Conservation Commission to support passive recreational use.
5. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for management of the Premises by the Town, forestry activities, and public safety (i.e., fire, police, ambulance, other government officials);
7. Subdivision or conveyance of a part or portion of the Premises. Further, no portion of the Premises may be used towards building or development requirements of this or any other parcel;
8. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

1. Recreational Activities. Walking, hiking, cross-country skiing, fishing, and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape, and does not degrade environmental quality. Motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises are permitted.
2. Trails. The marking, clearing and periodic maintenance of unpaved trails and walking paths.
3. Vegetation and Forest Management. In accordance with generally accepted management practices consistent with the conservation purposes of this Conservation Restriction, removing of brush, limited and selective pruning and cutting to prevent, control or remove hazards, disease, insect or fire

damage, or to preserve the present condition of the Premises, including any existing trail and the selective clearing of forested or overgrown upland areas to create additional meadow habitat; preserving the present condition of the Premises, including meadows and trails.

4. Non-native or Nuisance Species. The removal of non-native or invasive plant species or poison ivy done in a manner to affect only the target species and not non-target species.
5. Wildlife Habitat Improvement. Subject to the approval of the Grantee as described in Section II.C below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation of nest boxes, selective planting of native trees, shrubs and plant species.
6. Infrastructure. Subject to the approval of the Grantee as described in Section II.C below, the installation, use, maintenance, repair, renovation, other signage, boardwalks or bridges, and benches.
7. Signs. The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about allowed and prohibited uses, educational/interpretative information; trail location, distance and directional signs; property name, ownership, and property boundaries.
8. Fencing. The installation and maintenance of sight-pervious fences that do not interfere with the passage of wildlife or the conservation purposes of this restriction and do not, by their material detract from the scenic character of the landscape.
9. Permits. The exercise of any right reserved by Grantor under this Paragraph B or for which approval is granted shall be in compliance with the Town of Eastham Zoning Bylaw, the Town of Eastham Wetlands Bylaw, the state Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued. All acts and uses not explicitly permitted by Section II, Paragraph B are prohibited unless otherwise approved as described in Section II.C below.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of Paragraph A or B of this Section II, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of

Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of the Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this Paragraph C relative to deemed approval after sixty (60) days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to the condition prior to the time of the injury complained of (it being agreed that the Grantee has no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction, and Grantee is authorized to pursue non-party violators. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

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D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in

the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

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This Conservation Restriction also grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, cross-country skiing, mountain biking, horseback riding, and other non-motorized, passive outdoor recreational and educational activities (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise outlined in Section II of this Conservation Restriction, which shall be allowed).

V. EXTINGUISHMENT

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law, after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. After complying with the terms of any gift grant or funding requirements, including M.G.L. c.44B, Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

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Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time. Such proportionate value of the Grantee's property right shall remain constant.

B. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after comply with the terms of any gift, grant or funding requirements, including M.G.L. c.44B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds in the manner of a trust consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees itself to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of such

transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation values. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be filed with the Barnstable Registry of Deeds or the Barnstable County District of the Land Court if applicable.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws of Massachusetts have been obtained, and it has been filed with the Barnstable Registry of Deeds, or Barnstable District of the Land Court, if applicable. The Grantee shall file this instrument in a timely manner with the Barnstable Registry of Deeds, or Barnstable District of the Land Court,.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantees:	Town of Eastham Board of Selectmen 2500 State Highway Eastham MA. 02642
With A Copy to Grantor:	Eastham Conservation Foundation P.O. Box 183 Eastham, MA 02642
With Copies to:	Vicki S. Marsh, Esq. Kopelman and Paige, P.C. 101 Arch Street Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS our hands and seals this _____ day of _____, 2016.

TOWN OF EASTHAM,
By Its Board of Selectmen

John F. Knight, Chair

William O'Shea, Vice Chair

Linda Burt, Clerk

Wallace F. Adams, II

Elizabeth Gawron

COMMONWEALTH OF MASSACHUSETTS

Eastham, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, member of the Town of Eastham Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

Eastham Conservation Foundation accepts the above Conservation Restriction this _____ day of _____, 2016.

By: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Eastham Conservation Foundation has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2016

Matthew A. Beaton
Secretary of Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Matthew A. Beaton., Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Exhibit A

Plan of Premises

A certain parcel of land located at **40 Hatch Way**, Eastham, Massachusetts shown in Barnstable County Registry of Deeds **Plan Book 596, Page 4** as Lot **2B**.

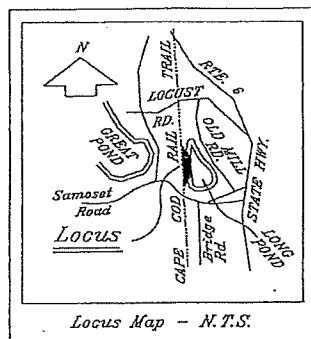
Said Premises is conveyed together with and subject to the following, insofar as in effect:

1. Any and all public rights legally existing in and over the same, and further this land locked parcel is accessed via a private driveway and said driveway is available for public use for non-motorized vehicle access

596-4

9f

Reserved for Registry Use



ZONE:
District A

REFERENCE:
Dd. Bk. 3372 Pg. 316
PLBk. 282 Pg. 48
PL Bk. 383 Pg. 78
Ass't's Map 14 Pl. 105 & 106

RECORD OWNER:
Freeman C. Hatch IV
P.O. Box 421
Eastham, MA 02642

PLAN NOTE:
Lot 2B is to be conveyed to the Town of Eastham.

I certify that this plan has been prepared in conformity with the rules and regulations of the registers of deeds.

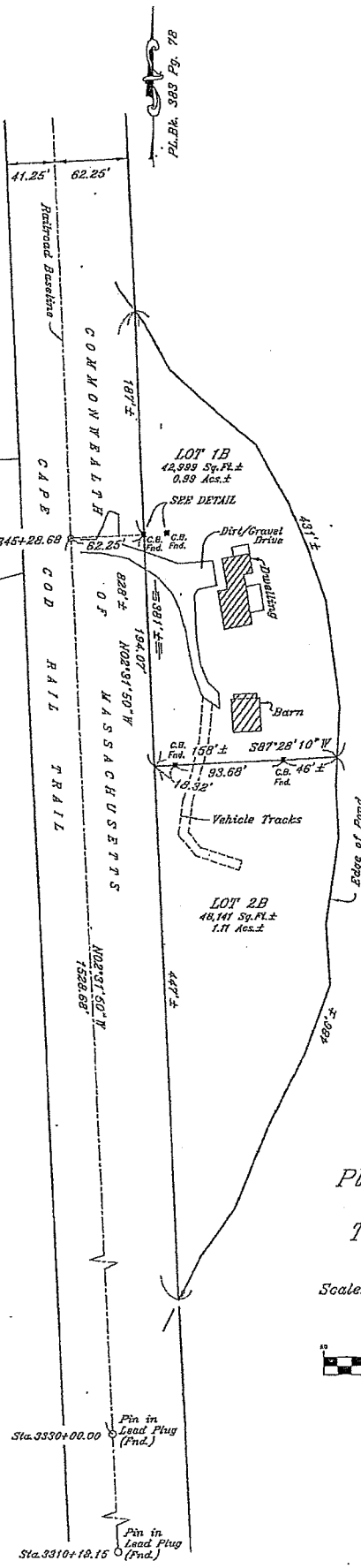
Lawrence E. Wilcox 10/26/04
Professional Land Surveyor Date



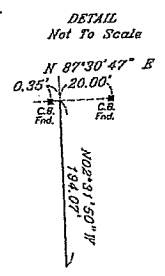
EASTHAM PLANNING BOARD
APPROVAL NOT REQUIRED

Sharon Apple Deborah Abbott
Paul Apple
Jeffrey Apple
John Apple
Date 11/1/04

No determination of compliance with zoning requirements has been made or is intended.



LONG POND
(A GREAT POND)

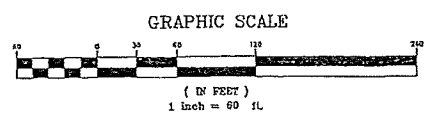


RECEIVED AND RECORDED
2004 Dec 10 P 3:54
DEAN DEC 10 P 3:54
DANVERS COUNTY
REGISTER OF DEEDS
JOHN F. MCARD

BOOK 596 PAGE 4

Plan of Land
in
Eastham, MA
showing a re-division of
LOT 1A & LOT 2A
Plan Book 383 Page 78
prepared for
The Town of Eastham

Scale: 1" = 60' Date: October 25, 2004



Ryder & Wilcox, Inc.
P.E. & P.L.S.
So. Orleans, MA

Job No. 9117

CONSERVATION RESTRICTION

The Town of Eastham, acting by and through its Board of Selectmen, having an address of 2500 State Highway, Eastham, Massachusetts 02642, being the sole owner (“Grantor”), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to **Eastham Conservation Foundation**, a Massachusetts non-profit corporation, with a mailing address of **P.O. Box 183, Eastham, MA 02642** and its permitted successors and assigns (“Grantee”), for consideration of One Dollar (\$1.00) Dollar, in perpetuity and exclusively for open space and passive recreation purposes, the following Conservation Restriction on a certain parcel of land located on **820 Samoset Road, (AKA 800 Samoset Road)** in the Town of Eastham, Barnstable County, Massachusetts containing approximately **1.03** acres, more or less, and described in a deed to the Grantor, filed with the Barnstable Registry District, **Book 16097, Page 175, #115156**, and further shown on a plan in Exhibit A attached hereto (the “Premises”).

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity for conversation and passive recreation purposes, predominantly in a scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The Premises was purchased using Massachusetts Chapter 293 of the Acts of 1998 (Land Bank so called). The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section II.B hereof, the Premises will be subject to the prohibitions described in Section II.A hereof, so that the Premises are retained in perpetuity in their scenic and undeveloped condition for open space and passive recreation, and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will materially impair or interfere with the conservation values thereof. The Premises contains outstanding qualities. It is naturally vegetated pine-oak woodland and while formerly part of a residential lot, this portion does not and did not have a structure or subsurface disposal works. There is no evidence that it has been used for subsurface mining, or hazardous waste disposal. The protection of this property will be of benefit to the public and in support of the qualities listed below:

- **Open Space Preservation**

The protection of the Premises contributes to the protection of the scenic and natural character of the Eastham and will serve the public as additional passive recreation space and as connecting corridor between two town owned conservation parcels.

- **Passive Recreation and Public Access Trails.**

It is adjacent to and provides a thru connection to two town owned parcels and provides and protects a wetland area located near Samoset Road.

- **Wildlife and Plant Education**

Connects to two large towns owned area containing a special historical forested area, created as part of a centennial project.

- **Protection of Wildlife Habitat.**

This connection integrates and forms a larger contiguous open space which facilitates wildlife migrations, expands habitat, and promotes diversity.

This acquisition also, promotes elements in the Open Space and Recreation Plan, specifically the Natural Resources Goal which states in part;

Natural Resources Goal: Ensure Eastham has a good and ample amount of publicly accessible, multi-use open space land that provides both passive and active recreational opportunities, as well as aesthetic enjoyment, wildlife protection, and watershed protection.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, indoor riding ring, landing strip, mobile home, swimming pool, golf driving range, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, temporary or permanent structure or facility on, above or under the Premises, except the town may add and maintain ancillary facilities such as drinking fountains, seating, trash receptacles, and shade shelters as needed, to enhance the use of the site and its adjacent town owned parcels, by walkers, hikers, swimmers and cyclists.
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area except for minor grading for trails related to handicapped accessibility and access for passive recreation uses.
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

4. Cutting, removing or otherwise destroying trees, grasses or other vegetation, including leaf litter, except as may be permitted by the Conservation Commission to support passive recreational use.
5. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for management of the Premises by the Town, forestry activities, and public safety (i.e., fire, police, ambulance, other government officials.
7. Subdivision or conveyance of a part or portion of the Premises. Further, no portion of the Premises may be used towards building or development requirements of this or any other parcel;
8. The use of the Premises for any commercial recreation, business, residential or industrial use.
9. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct with the approval of the Board of Selectmen and Conservation Commission, or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

1. Recreational Activities. Walking, hiking, cross-country skiing, fishing, and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than de minimus use for commercial recreational activities. Motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises are permitted.
2. Trails. The marking, clearing and periodic maintenance of unpaved trails and walking paths.
3. Vegetation and Forest Management. In accordance with generally accepted management practices consistent with the conservation purposes of this Conservation Restriction, removing of brush, limited and selective pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including any existing trail and the selective clearing of forested or overgrown upland areas to create additional

meadow habitat; preserving the present condition of the Premises, including meadows and trails.

4. Non-native or Nuisance Species. The removal of non-native or invasive plant species or poison ivy done in a manner to affect only the target species and not non-target species.
5. Wildlife Habitat Improvement. Subject to the approval of the Grantee as described in Section II.C below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation of nest boxes, selective planting of native trees, shrubs and plant species.
6. Infrastructure. Subject to the approval of the Grantee as described in Section II.C below, the installation, use, maintenance, repair, renovation, other signage, boardwalks or bridges, and benches.
7. Signs. The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about allowed and prohibited uses, educational and interpretative information; trail location, distance and directional signs; property name, ownership, and property boundaries.
8. Fencing. The installation and maintenance of sight-pervious fences that do not interfere with the passage of wildlife or the conservation purposes of this restriction and do not, by their material detract from the scenic character of the landscape.
9. Permits. The exercise of any right reserved by Grantor under this Paragraph B or for which approval is granted shall be in compliance with the Town of Eastham Zoning Bylaw, the Town of Eastham Wetlands Bylaw, the state Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued. All acts and uses not explicitly permitted by Section II, Paragraph B are prohibited unless otherwise approved as described in Section II.C below.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of Paragraph A or B of this Section II, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not

materially impair the purposes of this Conservation Restriction. Failure of the Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this Paragraph C relative to deemed approval after sixty (60) days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to the condition prior to the time of the injury complained of (it being agreed that the Grantee has no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction, and Grantee is authorized to pursue non-party violators. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action

taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days prior written notice of a violation and failure of the Grantor to cure said violation within said 30-day period, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines, except in emergency when notice shall be given as soon as practicable.

This Conservation Restriction also grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, cross-country skiing, mountain biking, horseback riding, and other non-motorized, passive outdoor recreational and educational activities (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise outlined in Section II of this Conservation Restriction, which shall be allowed).

V. EXTINGUISHMENT

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law, after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. After complying with the terms of any gift grant or funding requirements, including M.G.L. c.44B, Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

A. Proceeds.

Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time. Such proportionate value of the Grantee's property right shall remain constant.

B. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after comply with the terms of any gift, grant or funding requirements, including M.G.L. c.44B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds in the manner of a trust consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees itself to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation

Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation values. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be filed with the Barnstable Registry of Deeds or the Barnstable County District of the Land Court if applicable.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws of

Massachusetts have been obtained, and it has been filed with the Barnstable Registry of Deeds, or Barnstable District of the Land Court, if applicable. The Grantee shall file this instrument in a timely manner with the Barnstable Registry of Deeds, or Barnstable District of the Land Court,.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantees:	Town of Eastham Board of Selectmen 2500 State Highway Eastham MA. 02642
With A Copy to Grantor:	Eastham Conservation Foundation P.O. Box 183 Eastham, MA 02642
With Copies to:	Vicki S. Marsh, Esq. 101 Arch Street Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS our hands and seals this _____ day of _____, 2016.

TOWN OF EASTHAM,
By Its Board of Selectmen

John F. Knight, Chair

William O'Shea, Vice Chair

Linda Burt, Clerk

Wallace F. Adams, II

Elizabeth Gawron

COMMONWEALTH OF MASSACHUSETTS

Eastham, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, member of the Town of Eastham Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

Eastham Conservation Foundation accepts the above Conservation Restriction this _____ day of _____, 2016.

By: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Eastham Conservation Foundation has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2016

Matthew A. Beaton
Secretary of Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Matthew A. Beaton., Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

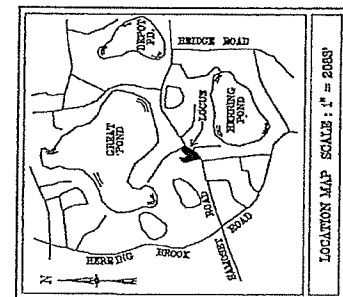
Exhibit A

Plan of Premises

A certain parcel of land on **820 Samoset Road**, Eastham, Massachusetts shown as Lot 3 on Massachusetts Deed filed with the Barnstable Registry District **Book 16097, Page 175, #115156**. Said Premises is conveyed together with and subject to the following, insofar as in effect:

1. Any and all public rights legally existing in and over the same.

505142/EHAM/0182



OWNER OF RECORD: KRISTINA GRANT MESERVEY

13 ALDEN STREET

MYSTIC, CT 06555

DEED REFERENCE: DE 3448 PG 215

ASSESSORS MAP: 14 PARCEL: 76

ZONING CLASSIFICATION: A

GROSS AREA: 152,188 ± S.F. (3.48 ± AC.)

LOT 3 DOES NOT MEET THE CURRENT TOWN OF EASTHAM ZONING REQUIREMENTS, AND IS NOT TO BE CONSIDERED A BUILDABLE LOT.

PROPERTY IS NOT LOCATED IN AN ESTABLISHED FLOOD HAZARD AREA AS DETERMINED ON FEMA COMMUNITY PANEL #200006 0002 D.

PLANNING BOARD ENDORSEMENT OF THIS PLAN INDICATES ONLY THAT THE PLAN IS NOT A SUBDIVISION UNDER SECTION 81-I OF CHAPTER 270A OF THE GENERAL LAWS AND DOES NOT INDICATE THAT THE PLANNING BOARD HAS CONDUCTED A VISUAL MEET ZONING, HEALTH, CONSERVATION OR GENERAL BY-LAW REQUIREMENTS.

APPROVAL NOT REQUIRED

EASTHAM PLANNING BOARD

[Signatures of Planning Board Members]

SIGNED DATE: Sept 4, 2002

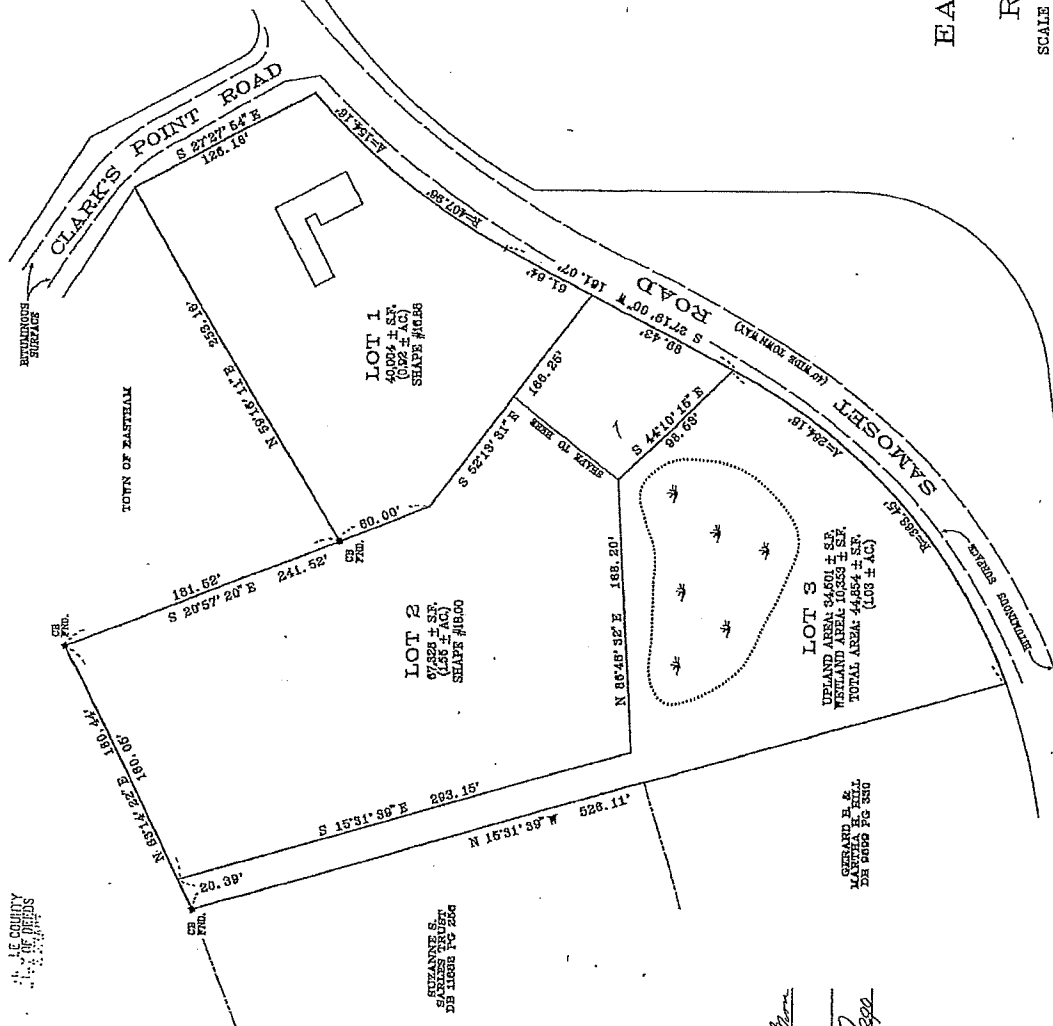
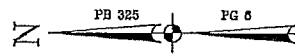
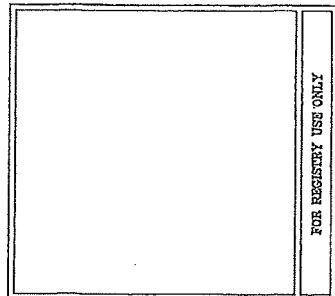
APPLICATION DATE: AUGUST 22, 2002

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH REGISTRY OF DEEDS REGULATIONS EFFECTIVE JANUARY 1, 1976.

DATE: 9/19/02
JOHN F. DEMAREST JR., P.L.E.



RECORDED
2002 OCT 16 A 7:50
SHEFFIELD COUNTY
MASS.



PLAN OF LAND IN
EASTHAM, MASS.

PREPARED FOR

REEF REALTY

SCALE: 1" = 50'

DATE: AUGUST 19, 2002

REVISED: SEPT. 8, 2002

0 25 50 100 150 200

DEMAREST-McLELLAN ENGINEERING
24 SCHOOL STREET P.O. BOX 468
WEST DENNIS, MASSACHUSETTS 02670

CONSERVATION RESTRICTION

The Town of Eastham, acting by and through its Board of Selectmen, having an address of 2500 State Highway, Eastham, Massachusetts 02642, being the sole owner ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to **Eastham Conservation Foundation**, a Massachusetts non-profit corporation, with a mailing address of **P.O. Box 183, Eastham, MA 02642** and its permitted successors and assigns ("Grantee"), for consideration of One Dollar (\$1.00) Dollar, in perpetuity and exclusively for open space and passive recreation purposes, the following Conservation Restriction on a certain parcel of land located on **60 Clark's Point Road**, in the Town of Eastham, Barnstable County, Massachusetts containing approximately **1.394** acres, more or less, and described in a deed to the Grantor, filed with the Barnstable Registry District, **Book 19532, Page 45, #10038**, and further shown on a plan in Exhibit A attached hereto (the "Premises").

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity for open space and passive recreation purposes, predominantly in a scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The Premises was purchased using Massachusetts Chapter 293 of the Acts of 1998 (Land Bank so called). The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section II.B hereof, the Premises will be subject to the prohibitions described in Section II.A hereof, so that the Premises are retained in perpetuity in their scenic and undeveloped condition for open space and passive recreation, and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will materially impair or interfere with the conservation values thereof. The Premises contains outstanding qualities. It is naturally vegetated and while formerly part of a large residential parcel used as a hunting/fishing camp, this portion does not and did not have a permanent structure or subsurface disposal works. There is no evidence that it has been used for subsurface mining, or hazardous waste disposal. The protection of this property will be of benefit to the public and in support of the qualities listed below:

- **Open Space Preservation**

The protection of the Premises contributes to the protection of the scenic and natural character of the Eastham and will serve the public as additional passive recreation space.

- **Passive Recreation and Public Access Trails.**

It is adjacent to and supports a thru connection to two town owned parcels and provides over 550' of pond frontage.

- **Wildlife and Plant Education**

Connects to town owned area containing a special historical forested area, created as part of a centennial project.

- **Protection of Wildlife Habitat.**

This open space that integrates and forms a larger contiguous open space which facilitates wildlife migrations, expands habitat, and promotes diversity.

Promotes elements in the Open Space and Recreation Plan specifically the Natural Resources Goal which states in part;

Natural Resources Goal: Ensure Eastham has a good and ample amount of publicly accessible, multi-use open space land that provides both passive and active recreational opportunities, as well as aesthetic enjoyment, wildlife protection, and watershed protection.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, indoor riding ring, landing strip, mobile home, swimming pool, golf driving range, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, temporary or permanent structure or facility on, above or under the Premises, except the town may add and maintain ancillary facilities such as drinking fountains, seating, trash receptacles, and shade shelters as needed, to enhance the use of the site by walkers, hikers, and cyclists.
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area except for minor grading for trails related to handicapped accessibility and access for passive recreation uses.
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation, including leaf litter, except as may be permitted by the Conservation Commission to support passive recreational use.

5. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for management of the Premises by the Town, forestry activities, and public safety (i.e., fire, police, ambulance, other government officials);
7. Subdivision or conveyance of a part or portion of the Premises. Further, no portion of the Premises may be used towards building or development requirements of this or any other parcel;
8. The use of the Premises for any commercial recreation, business, residential or industrial use.
9. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct with the approval of the Board of Selectmen and Conservation Commission, or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

1. Recreational Activities. Walking, hiking, cross-country skiing, fishing, and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape, do not degrade environmental quality. Motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises are permitted.
2. Trails. The marking, clearing and periodic maintenance of unpaved trails and walking paths.
3. Vegetation and Forest Management. In accordance with generally accepted management practices consistent with the conservation purposes of this Conservation Restriction, removing of brush, limited and selective pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including any existing trail and the selective clearing of forested or overgrown upland areas to create additional meadow habitat; preserving the present condition of the Premises, including meadows and trails.

4. Non-native or Nuisance Species. The removal of non-native or invasive plant species or poison ivy done in a manner to affect only the target species and not non-targeted species.
5. Wildlife Habitat Improvement. Subject to the approval of the Grantee as described in Section II.C below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation of nest boxes, selective planting of native trees, shrubs and plant species.
6. Infrastructure. Subject to the approval of the Grantee as described in Section II.C below, the installation, use, maintenance, repair, renovation, other signage, boardwalks or bridges, and benches.
7. Signs. The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about allowed and prohibited uses, educational and interpretative information; trail location, distance and directional signs; property name, ownership, and property boundaries.
8. Fencing. The installation and maintenance of sight-pervious fences that do not interfere with the passage of wildlife or the conservation purposes of this restriction and do not, by their material detract from the scenic character of the landscape.
9. Permits. The exercise of any right reserved by Grantor under this Paragraph B or for which approval is granted shall be in compliance with the Town of Eastham Zoning Bylaw, the Town of Eastham Wetlands Bylaw, the state Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued. All acts and uses not explicitly permitted by Section II, Paragraph B are prohibited unless otherwise approved as described in Section II.C below.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of Paragraph A or B of this Section II, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of the Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth

the provisions of this Paragraph C relative to deemed approval after sixty (60) days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to the condition prior to the time of the injury complained of (it being agreed that the Grantee has no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction, and Grantee is authorized to pursue non-party violators. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days prior written notice of a violation and failure of the Grantor to cure said violation within said 30-day period, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines, except in emergency when notice shall be given as soon as practicable.

This Conservation Restriction also grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, cross-country skiing, mountain biking, horseback riding, and other non-motorized, passive outdoor recreational and educational activities (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise outlined in Section II of this Conservation Restriction, which shall be allowed).

V. EXTINGUISHMENT

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law, after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. After complying with the terms of any gift grant or funding requirements, including M.G.L. c.44B, Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

A. Proceeds.

Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time. Such proportionate value of the Grantee's property right shall remain constant.

B. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses

incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after comply with the terms of any gift, grant or funding requirements, including M.G.L. c.44B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds in the manner of a trust consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees itself to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation values. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be filed with the Barnstable Registry of Deeds or the Barnstable County District of the Land Court if applicable.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws of Massachusetts have been obtained, and it has been filed with the Barnstable Registry of Deeds, or Barnstable District of the Land Court, if applicable. The Grantee shall file this instrument in a timely manner with the Barnstable Registry of Deeds, or Barnstable District of the Land Court,.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantees:	Town of Eastham Board of Selectmen 2500 State Highway Eastham MA. 02642
With A Copy to Grantor:	Eastham Conservation Foundation P.O. Box 183 Eastham, MA 02642
With Copies to:	Vicki S. Marsh, Esq. Kopelman and Paige, P.C. 101 Arch Street Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS our hands and seals this _____ day of _____, 2016.

TOWN OF EASTHAM,
By Its Board of Selectmen

John F. Knight, Chair

William O'Shea, Vice Chair

Linda Burt, Clerk

Wallace F. Adams, II

Elizabeth Gawron

COMMONWEALTH OF MASSACHUSETTS

Eastham, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, member of the Town of Eastham Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

Eastham Conservation Foundation accepts the above Conservation Restriction this _____ day of _____, 2016.

By: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Eastham Conservation Foundation has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2016

Matthew A. Beaton
Secretary of Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Matthew A. Beaton., Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

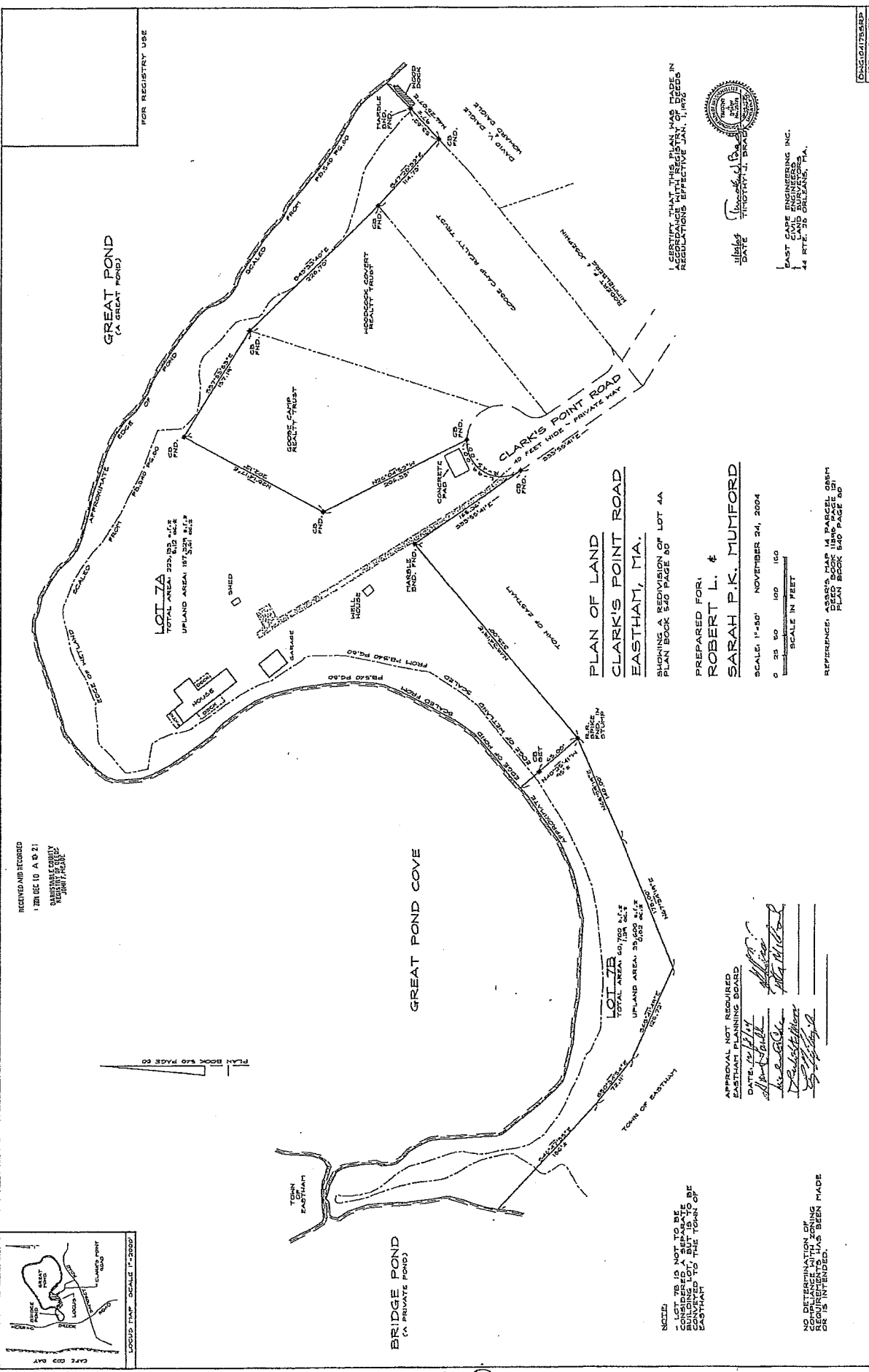
Exhibit A

Plan of Premises

A certain parcel of land on **60 Clark's Point Road**, Eastham, Massachusetts shown as Lot **7B** on Massachusetts Deed filed with the Barnstable Registry District **Book 19532, Page 45, #10038**. Said Premises is conveyed together with and subject to the following, insofar as in effect:

1. Any and all public rights legally existing in and over the same.

505142/EHAM/0182



595-100

CONSERVATION RESTRICTION

The Town of Eastham, acting by and through its Board of Selectmen, having an address of 2500 State Highway, Eastham, Massachusetts 02642, being the sole owner ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to **Eastham Conservation Foundation**, a Massachusetts non-profit corporation, with a mailing address of **P.O. Box 183, Eastham, MA 02642** and its permitted successors and assigns ("Grantee"), for consideration of One Dollar (\$1.00) Dollar, in perpetuity and exclusively for open space and passive recreation purposes, the following Conservation Restriction on a certain parcel of land located on **Lot 77 (75 Hoffman Way), Lot 80 (30 Hoffman Court) and Lot 81 (40 Hoffman Court)**, in the Town of Eastham, Barnstable County, Massachusetts containing approximately **1.99** acres, more or less, and described in a deed to the Grantor, filed with the Barnstable County Land Court as Certificate No. **154307**, noted on Land Court Plan No. **24835-J**, and further described at Exhibit A attached hereto (the "Premises").

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity for open space and passive recreation purposes, predominantly in a scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The Premises was purchased using Massachusetts Chapter 293 of the Acts of 1998 (Land Bank so called). The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section II.B hereof, the Premises will be subject to the prohibitions described in Section II.A hereof, so that the Premises are retained in perpetuity in their scenic and undeveloped condition for open space and passive recreation, and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will materially impair or interfere with the conservation values thereof. The property is partly wetland and all three of the lots abut larger wetland area corridors. The Premises contains outstanding qualities, including important wildlife habitat, and extraneous connected marsh systems, the protection of which will be of benefit to the public. These qualities are described below:

- **Open Space Preservation**

The protection of the Premises contributes to the protection of the scenic and natural character of the Eastham and will serve the public as additional protected viewscape and as connecting corridor between two privately owned conservation parcels.

- **Wildlife and Plant Education**

This site is part of the wildlife corridor as an important wildlife habitat and 1-2 acre salt marsh.

- **Protection of Wildlife Habitat**

This open space that integrates and forms a larger contiguous open space which facilitates wildlife a migrations corridor, expands and preserves habitat, and promotes habitat and wildlife diversity.

This acquisition also, promotes elements in the Open Space and Recreation Plan, specifically the Natural Resources Goal which states in part;

Natural Resources Goal: Ensure Eastham has a good and ample amount of publicly accessible, multi-use open space land that provides both passive and active recreational opportunities, as well as aesthetic enjoyment, wildlife protection, and watershed protection.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses, which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, indoor riding ring, landing strip, mobile home, swimming pool, golf driving range, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, temporary or permanent structure or facility on, above or under the Premises.
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area except for minor grading for trails related to handicapped accessibility and access for passive recreation uses.
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation, including leaf litter, except as may be permitted by the Conservation Commission to support passive recreational use.
5. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

6. Storage use or parking of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for management of the Premises by the Town, forestry activities, and public safety (i.e., fire, police, ambulance, other government officials), or as may be allowed to park in designated areas in conjunction with the use of the site or the adjacent bike path.
7. Subdivision or conveyance of a part or portion of the Premises. Further, no portion of the Premises may be used towards building or development requirements of this or any other parcel;
8. Any other use of the Premises or activity thereon, which is inconsistent with the purpose of this Conservation Restriction

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct with the approval of the Board of Selectmen and Conservation Commission, or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

1. Recreational Activities. Walking, hiking, cross-country skiing, fishing, and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape and do not degrade environmental quality. Motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises are permitted.
2. Trails. The marking, clearing and periodic maintenance of unpaved trails and walking paths.
3. Vegetation and Forest Management. In accordance with generally accepted management practices consistent with the conservation purposes of this Conservation Restriction, removing of brush, limited and selective pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including any existing trail and the selective clearing of forested or overgrown upland areas to create additional meadow habitat; and preserve the present condition of the Premises.
4. Non-native or Nuisance Species. The removal of non-native or invasive plant species or poison ivy done in a manner to affect only the target species and not non-targeted species.
5. Wildlife Habitat Improvement. Subject to the approval of the Grantee as described in Section II.C below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation of nest boxes, selective planting of native trees, shrubs and plant species.

6. Signs. The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about allowed and prohibited uses, educational or interpretative information, trail location/markings, distance and directional signs; property name, ownership, and property boundaries.
7. Fencing. The installation and maintenance of sight-pervious fences that do not interfere with the passage of wildlife or the conservation purposes of this restriction and do not, by their material detract from the scenic character of the landscape.
8. Permits. The exercise of any right reserved by Grantor under this Paragraph B or for which approval is granted shall be in compliance with the Town of Eastham Zoning Bylaw, the Town of Eastham Wetlands Bylaw, the state Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued. All acts and uses not explicitly permitted by Section II, Paragraph B are prohibited unless otherwise approved as described in Section II.C below.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of Paragraph A or B of this Section II, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of the Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this Paragraph C relative to deemed approval after sixty (60) days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to the condition prior to the time of the injury complained of (it being agreed that the Grantee has no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of,

any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction, and Grantee is authorized to pursue non-party violators. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate, or correct any violation thereof, if a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days prior written notice of a violation and failure of the Grantor to cure said violation within said 30-day period, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines, except in emergency when notice shall be given as soon as practicable.

This Conservation Restriction also grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, cross-country skiing, mountain biking, horseback riding, and other non-motorized, passive outdoor recreational and educational activities (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise outlined in Section II of this Conservation Restriction, which shall be allowed).

V. EXTINGUISHMENT

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law, after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. After complying with the terms of any gift grant or funding requirements, including M.G.L. c.44B, Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

A. Proceeds.

Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time. Such proportionate value of the Grantee's property right shall remain constant.

B. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after comply with the terms of any gift, grant or funding requirements, including M.G.L. c.44B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds in the manner of a trust consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees itself to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation values. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be filed with the Barnstable Registry of Deeds or the Barnstable County District of the Land Court if applicable.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws of Massachusetts have been obtained, and it has been filed with the Barnstable Registry of Deeds, or Barnstable District of the Land Court, if applicable. The Grantee shall file this instrument in a timely manner with the Barnstable Registry of Deeds, or Barnstable District of the Land Court,.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantee:	Town of Eastham Board of Selectmen 2500 State Highway Eastham MA. 02642
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With A Copy to Grantor:	Eastham Conservation Foundation P.O. Box 183 Eastham, MA 02642
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With Copies to: Vicki S. Marsh, Esq.
101 Arch Street
Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal official(s) and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS our hands and seals this _____ day of _____, 2016.

TOWN OF EASTHAM,
By Its Board of Selectmen

John F. Knight, Chair

William O'Shea, Vice Chair

Linda Burt, Clerk

Wallace F. Adams, II

Elizabeth Gawron

COMMONWEALTH OF MASSACHUSETTS

Eastham, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, member of the Town of Eastham Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

Eastham Conservation Foundation accepts the above Conservation Restriction this _____ day
of _____, 2016.

By: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public,
personally appeared _____., proved to me through satisfactory evidence
of identification which was _____ to be the person whose name is signed
on the preceding or attached document, and acknowledged to me that she signed it voluntarily
for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Eastham Conservation Foundation has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2016

Matthew A. Beaton
Secretary of Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Matthew A. Beaton., Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Exhibit A

Plan of Premises

A certain parcel of land on **635 State Highway**, Eastham, Massachusetts shown as **Lot 1** on Massachusetts Deed filed with the Barnstable Registry District **Book 19053, Page 250, #74027**. Said Premises is conveyed together with and subject to the following, insofar as in effect:

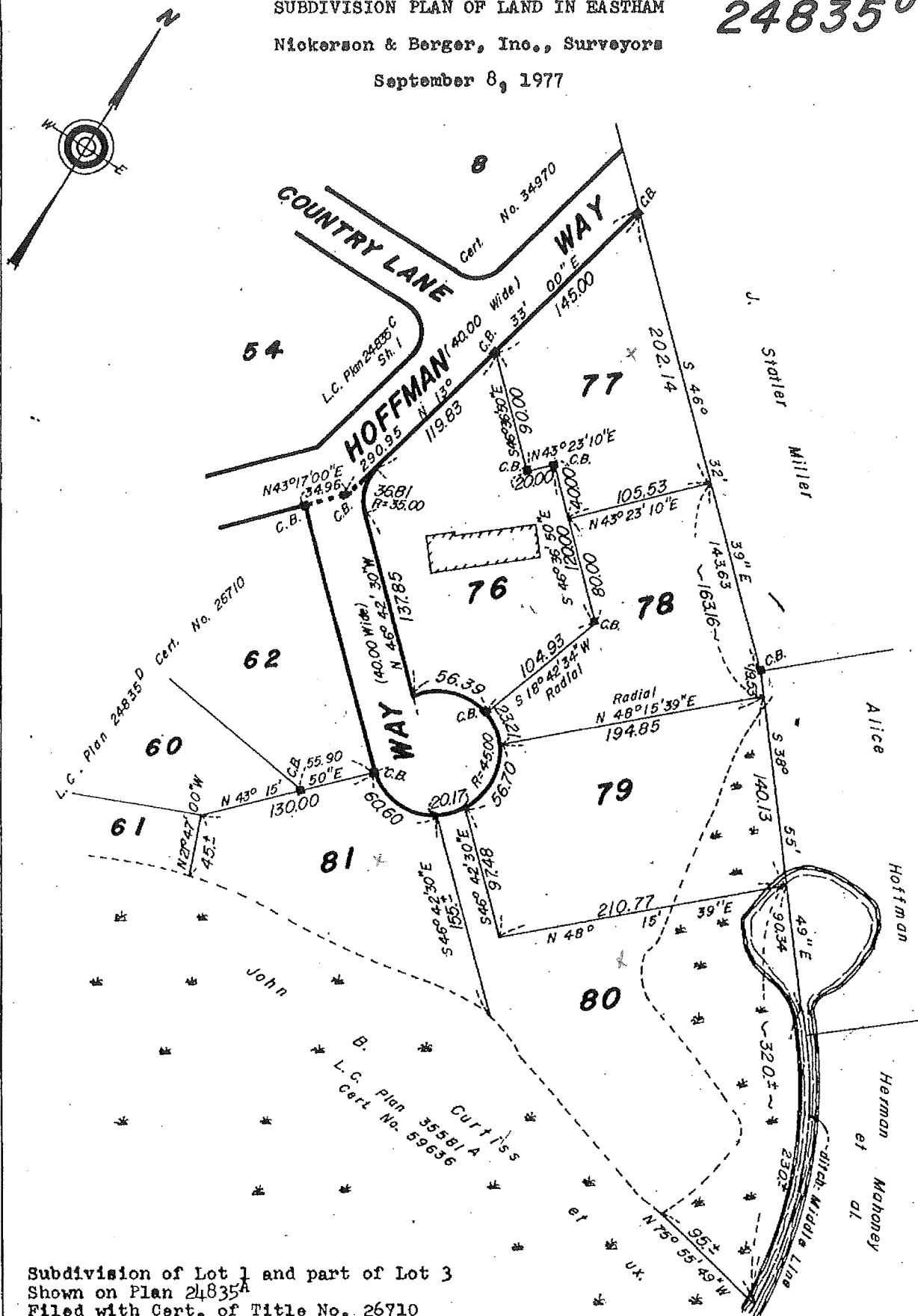
1. Any and all public rights legally existing in and over the same.

SUBDIVISION PLAN OF LAND IN EASTHAM

Nickerson & Berger, Inc., Surveyors

September 8, 1977

24835



Subdivision of Lot 1 and part of Lot 3
Shown on Plan 24835A
Filed with Cert. of Title No. 26710
Registry District of Barnstable County

Separate certificates of title may be issued for land
shown hereon as Lots 76 thru 81
By the Court.

SEPT. 21, 1977

Jeane M. Mahoney
Deputy Recorder

R.A.R.

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
SEPT. 21, 1977
Scale of this plan 80 feet to an inch
R.L. Woodbury, Engineer for Court

CONSERVATION RESTRICTION

The Town of Eastham, acting by and through its Board of Selectmen, having an address of 2500 State Highway, Eastham, Massachusetts 02642, being the sole owner ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to **Eastham Conservation Foundation**, a Massachusetts non-profit corporation, with a mailing address of **P.O. Box 183, Eastham, MA 02642** and its permitted successors and assigns ("Grantee"), for consideration of One Dollar (\$1.00) Dollar, in perpetuity and exclusively for open space and passive recreation purposes, the following Conservation Restriction on a certain parcel of land located on **635 Bridge Road**, in the Town of Eastham, Barnstable County, Massachusetts containing approximately **8.652** acres, more or less, and described in a deed to the Grantor, filed with the Barnstable Registry District, **Book 19053, Page 250, #74027** and further described at Exhibit A attached hereto (the "Premises").

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity for open space and passive recreation purposes, predominantly in a scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The Premises was purchased using Massachusetts Chapter 293 of the Acts of 1998 (Land Bank so called). The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section II.B hereof, the Premises will be subject to the prohibitions described in Section II.A hereof, so that the Premises are retained in perpetuity in their scenic and undeveloped condition for open space and passive recreation, and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will materially impair or interfere with the conservation values thereof. The Premises contains outstanding qualities, including important wildlife habitat, 1-2 acre salt marsh, the protection of which will be of benefit to the public. These qualities are described below:

- **Open Space Preservation**

The protection of the Premises contributes to the protection of the scenic and natural character of the Eastham

- **Wildlife and Plant Education**

This site is part of the wildlife corridor as an important wildlife habitat and 1-2 acre salt marsh.

- **Protection of Wildlife Habitat**

This open space that integrates and forms a larger contiguous open space which facilitates wildlife a migrations corridor, expands and preserves habitat, and promotes habitat and wildlife diversity.

This acquisition also, promotes elements in the Open Space and Recreation Plan, specifically the Natural Resources Goal which states in part;

Natural Resources Goal: Ensure Eastham has a good and ample amount of publicly accessible, multi-use open space land that provides both passive and active recreational opportunities, as well as aesthetic enjoyment, wildlife protection, and watershed protection.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses, which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, indoor riding ring, landing strip, mobile home, swimming pool, golf driving range, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, temporary or permanent structure or facility on, above or under the Premises.
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area except for minor grading for trails related to handicapped accessibility and access for passive recreation uses.
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation, including leaf litter, except as may be permitted by the Conservation Commission to support passive recreational use.
5. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. Storage use or parking of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for management of the Premises by the Town, forestry

activities, and public safety (i.e., fire, police, ambulance, other government officials), or as may be allowed to park in designated areas in conjunction with the use of the site or the adjacent bike path.

7. Subdivision or conveyance of a part or portion of the Premises. Further, no portion of the Premises may be used towards building or development requirements of this or any other parcel;
8. Any other use of the Premises or activity thereon, which is inconsistent with the purpose of this Conservation Restriction

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1. Recreational Activities. Walking, hiking, cross-country skiing, fishing, and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape and do not degrade environmental quality. Motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises are permitted.
2. Trails. The marking, clearing and periodic maintenance of unpaved trails and walking paths.
3. Vegetation and Forest Management. In accordance with generally accepted management practices consistent with the conservation purposes of this Conservation Restriction, removing of brush, limited and selective pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including any existing trail and the selective clearing of forested or overgrown upland areas to create additional meadow habitat; and preserve the present condition of the Premises.
4. Non-native or Nuisance Species. The removal of non-native or invasive plant species or poison ivy done in a manner to affect only the target species and not non-targeted species.
5. Wildlife Habitat Improvement. Subject to the approval of the Grantee as described in Section II.C below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation of nest boxes, selective planting of native trees, shrubs and plant species.
6. Signs. The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about allowed and prohibited uses, educational or interpretative information, trail location/markings,

distance and directional signs; property name, ownership, and property boundaries.

7. Fencing. The installation and maintenance of sight-pervious fences that do not interfere with the passage of wildlife or the conservation purposes of this restriction and do not, by their material detract from the scenic character of the landscape.
8. Permits. The exercise of any right reserved by Grantor under this Paragraph B or for which approval is granted shall be in compliance with the Town of Eastham Zoning Bylaw, the Town of Eastham Wetlands Bylaw, the state Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued. All acts and uses not explicitly permitted by Section II, Paragraph B are prohibited unless otherwise approved as described in Section II.C below.

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Whenever notice to or approval by Grantee is required under the provisions of Paragraph A or B of this Section II, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of the Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this Paragraph C relative to deemed approval after sixty (60) days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to the condition prior to the time of the injury complained of (it being agreed that the Grantee has no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction, and Grantee is authorized to pursue non-party violators. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases

objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate, or correct any violation thereof, if a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

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By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

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This Conservation Restriction also grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, cross-country skiing, mountain biking, horseback riding, and other non-motorized, passive outdoor recreational and educational activities (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access

the Premises or as otherwise outlined in Section II of this Conservation Restriction, which shall be allowed).

V. EXTINGUISHMENT

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law, after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. After complying with the terms of any gift grant or funding requirements, including M.G.L. c.44B, Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

A. Proceeds.

Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time. Such proportionate value of the Grantee's property right shall remain constant.

B. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after comply with the terms of any gift, grant or funding requirements, including M.G.L. c.44B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds in the manner of a trust consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its

attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees itself to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation values. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be filed with the Barnstable Registry of Deeds or the Barnstable County District of the Land Court if applicable.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws of Massachusetts have been obtained, and it has been filed with the Barnstable Registry of Deeds, or Barnstable District of the Land Court, if applicable. The Grantee shall file this instrument in a timely manner with the Barnstable Registry of Deeds, or Barnstable District of the Land Court,.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantee:	Town of Eastham Board of Selectmen 2500 State Highway Eastham MA. 02642
With A Copy to Grantor:	Eastham Conservation Foundation P.O. Box 183 Eastham, MA 02642
With Copies to:	Vicki S. Marsh, Esq. 101 Arch Street Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal official(s) and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS our hands and seals this _____ day of _____, 2016.

TOWN OF EASTHAM,
By Its Board of Selectmen

John F. Knight, Chair

William O'Shea, Vice Chair

Linda Burt, Clerk

Wallace F. Adams, II

Elizabeth Gawron

COMMONWEALTH OF MASSACHUSETTS

Eastham, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, member of the Town of Eastham Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

Eastham Conservation Foundation accepts the above Conservation Restriction this _____ day of _____, 2016.

By: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Eastham Conservation Foundation has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2016

Matthew A. Beaton
Secretary of Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Matthew A. Beaton., Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

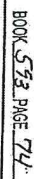
Exhibit A

Plan of Premises

A certain parcel of land on **635 State Highway**, Eastham, Massachusetts shown as **Lot 1** on Massachusetts Deed filed with the Barnstable Registry District **Book 19053, Page 250, #74027**. Said Premises is conveyed together with and subject to the following, insofar as in effect:

1. Any and all public rights legally existing in and over the same.

7



DWG: 04-100ANRF
JOB# 04-100

CONSERVATION RESTRICTION

The Town of Eastham, acting by and through its Board of Selectmen, having an address of 2500 State Highway, Eastham, Massachusetts 02642, being the sole owner ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to **Eastham Conservation Foundation**, a Massachusetts non-profit corporation, with a mailing address of **P.O. Box 183, Eastham, MA 02642** and its permitted successors and assigns ("Grantee"), for consideration of One Dollar (\$1.00) Dollar, in perpetuity and exclusively for conservation and passive recreation purposes, the following Conservation Restriction on a certain parcel of land located on **3155 State Highway, Map 11, Parcel 59E**, in the Town of Eastham, Barnstable County, Massachusetts containing approximately **7.99** acres, more or less, and described in a deed to the Grantor, filed with the Barnstable Registry District, **Book 16535, Page 160, #29737**, AND on a certain parcel of land located on **State Highway Off, Map 11, Parcel 58**, in the Town of Eastham, Barnstable County, Massachusetts containing approximately **0.9** acres, more or less, and described in a deed to the Grantor, filed with the Barnstable Registry District, **Book 16192, Page 70, #1306**, and further shown on a plan in Exhibit A attached hereto (the "Premises").

I. PURPOSES:

This Conservation Restriction is defined in, authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws, and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity for conservation and passive recreation purposes, predominantly in a scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The Premises was purchased using Massachusetts Chapter 293 of the Acts of 1998 (Land Bank so called). The purposes of this Conservation Restriction are to assure that, while permitting certain acts and uses described in Section II.B hereof, the Premises will be subject to the prohibitions described in Section II.A hereof, so that the Premises are retained in perpetuity in their scenic and undeveloped condition for open space and passive recreation, and other conservation uses consistent with and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and to prevent any use of the Premises that will materially impair or interfere with the conservation values thereof. The Premises contains outstanding qualities, including frontage on the state Department of Recreation bike path and pedestrian and vehicular access from Route 6. It is a naturally vegetated pine-oak woodland and has never been in residential use. There is no evidence that it has been used for subsurface mining, or hazardous waste disposal. The protection of this property will be of benefit to the public and in support of the qualities listed below:

- **Open Space Preservation**

The protection of the Premises contributes to the protection of the scenic and natural character of Eastham and will serve the public as additional passive recreation space and as a connection to active recreation on the adjacent bike trail.

- **Passive Recreation and Public Access Trails.**

This parcel abuts the bike path and is currently undisturbed with passive recreational trails or uses. Its preservation will enhance the scenic qualities of the bike path and state highway, Route 6.

- **Wildlife and Plant Education**

This site is within walking distance of Eastham Elementary School and abuts bike path, and will provide an outdoor educational use opportunity.

- **Protection of Wildlife Habitat**

This open space that integrates and forms a larger contiguous open space which facilitates wildlife a migrations corridor, expands and preserves habitat, and promotes habitat and wildlife diversity.

This acquisition also, promotes elements in the Open Space and Recreation Plan, specifically the Natural Resources Goal which states in part;

Natural Resources Goal: Ensure Eastham has a good and ample amount of publicly accessible, multi-use open space land that provides both passive and active recreational opportunities, as well as aesthetic enjoyment, wildlife protection, and watershed protection.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses, which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, indoor riding ring, landing strip, mobile home, swimming pool, golf driving range, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, temporary or permanent structure or facility on, above or under the Premises, except the town may add and maintain ancillary facilities such as drinking fountains, seating, trash receptacles, and shade shelters as needed, to enhance the use of the site by walkers, hikers, and cyclists.
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or

otherwise make topographical changes to the area except for minor grading for trails related to handicapped accessibility and access for passive recreation uses.

3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation, including leaf litter, except as may be permitted by the Conservation Commission to support passive recreational use.
5. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. Storage or use of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for management of the Premises by the Town, forestry activities, and public safety (i.e., fire, police, ambulance, other government officials), or as may be allowed to park in designated areas in conjunction with the use of the site or the adjacent bike path.
7. Subdivision or conveyance of a part or portion of the Premises. Further, no portion of the Premises may be used towards building or development requirements of this or any other parcel;
8. The use of the Premises for more than de minimus commercial recreation in conjunction with and in support of Conservation Commission approved activities.
9. Any other use of the Premises or activity thereon, which is inconsistent with the purpose of this Conservation Restriction

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct with the approval of the Board of Selectmen and Conservation Commission, or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

1. Recreational Activities. Walking, hiking, cross-country skiing, fishing, and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than de minimus use for commercial recreational activities. Motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises are permitted.

2. Trails. The marking, clearing and periodic maintenance of unpaved trails and walking paths.
3. Vegetation and Forest Management. In accordance with generally accepted management practices consistent with the conservation purposes of this Conservation Restriction, removing of brush, limited and selective pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including any existing trail and the selective clearing of forested or overgrown upland areas to create additional meadow habitat; and preserve the present condition of the Premises.
4. Non-native or Nuisance Species. The removal of non-native or invasive plant species or poison ivy done in a manner to affect only the target species and not non-targeted species.
5. Wildlife Habitat Improvement. Subject to the approval of the Grantee as described in Section II.C below, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation of nest boxes, selective planting of native trees, shrubs and plant species.
6. Infrastructure. Subject to the approval of the Grantee as described in Section II.C below, the installation, use, maintenance, repair, renovation, other signage, boardwalks or bridges, and benches.
7. Signs. The erection, maintenance, and replacement of signs by Grantor or Grantee for the following purposes: information about allowed and prohibited uses, educational or interpretative information, trail location/markings, distance and directional signs; property name, ownership, and property boundaries.
8. Fencing. The installation and maintenance of sight-pervious fences that do not interfere with the passage of wildlife or the conservation purposes of this restriction and do not, by their material detract from the scenic character of the landscape.
9. Permits. The exercise of any right reserved by Grantor under this Paragraph B or for which approval is granted shall be in compliance with the Town of Eastham Zoning Bylaw, the Town of Eastham Wetlands Bylaw, the state Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued. All acts and uses not explicitly permitted by Section II, Paragraph B are prohibited unless otherwise approved as described in Section II.C below.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of Paragraph A or B of this Section II, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of the Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this Paragraph C relative to deemed approval after sixty (60) days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to the condition prior to the time of the injury complained of (it being agreed that the Grantee has no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction, and Grantee is authorized to pursue non-party violators. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate, or correct any violation thereof, if a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days prior written notice of a violation and failure of the Grantor to cure said violation within said 30-day period, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines, except in emergency when notice shall be given as soon as practicable.

This Conservation Restriction also grants to the general public the right to enter upon the Premises for passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, cross-country skiing, mountain biking, horseback riding, and other non-motorized, passive outdoor recreational and educational activities (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise outlined in Section II of this Conservation Restriction, which shall be allowed).

V. EXTINGUISHMENT

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law, after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. After complying with the terms of any gift grant or funding requirements, including M.G.L. c.44B, Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

A. Proceeds.

Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time. Such proportionate value of the Grantee's property right shall remain constant.

B. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after comply with the terms of any gift, grant or funding requirements, including M.G.L. c.44B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds in the manner of a trust consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees itself to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article

97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation values. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be

approved by the Secretary of Energy and Environmental Affairs, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be filed with the Barnstable Registry of Deeds or the Barnstable County District of the Land Court if applicable.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws of Massachusetts have been obtained, and it has been filed with the Barnstable Registry of Deeds, or Barnstable District of the Land Court, if applicable. The Grantee shall file this instrument in a timely manner with the Barnstable Registry of Deeds, or Barnstable District of the Land Court,.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantees:	Town of Eastham Board of Selectmen 2500 State Highway Eastham MA. 02642
With A Copy to Grantor:	Eastham Conservation Foundation P.O. Box 183 Eastham, MA 02642
With Copies to:	Vicki S. Marsh, Esq. 101 Arch Street Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of

Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal official(s) and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS our hands and seals this _____ day of _____, 2016.

TOWN OF EASTHAM,
By Its Board of Selectmen

John F. Knight, Chair

William O'Shea, Vice Chair

Linda Burt, Clerk

Wallace F. Adams, II

Elizabeth Gawron

COMMONWEALTH OF MASSACHUSETTS

Eastham, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, member of the Town of Eastham Board of Selectmen, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

Eastham Conservation Foundation accepts the above Conservation Restriction this _____ day of _____, 2016.

By: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Eastham Conservation Foundation has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2016

Matthew A. Beaton
Secretary of Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Matthew A. Beaton., Secretary of Energy and Environmental Affairs, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Exhibit A

Plan of Premises

A certain parcel of land on **3155 State Highway**, Eastham, Massachusetts shown as **Lot 5** on Massachusetts Deed filed with the Barnstable Registry District **Book 16535, Page 160, #29737** **AND** a certain parcel of land on **Off State Highway**, Eastham, Massachusetts shown as **Timothy H. & Tereca R. Anderson** on Massachusetts Deed filed with the Barnstable Registry District **Book 16192, Page 70, #1306**. Said Premises is conveyed together with and subject to the following, insofar as in effect:

1. Any and all public rights legally existing in and over the same.



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642-2544
All departments 508 240-5900 Fax 508 240-1291
www.eastham-ma.gov

BIA
6

November 21, 2016

To: Board of Selectmen
From: Sheila Vanderhoef, Town Administrator
Re: **Committee Appointments**

The following is the information needed to make one committee appointment.

Estella Edmondson

The Search Committee recommends the appointment of Estella Edmondson to the Human Services Advisory Committee as a regular member.

If the Board appoints her, her first term would commence November 21, 2016 and expire June 30, 2019.
She seeks to replace Margaret Phillips, whose term ended 6/30/16.

Human Services Advisory Committee Charge

The Board of Selectmen under provision 9-5-14 of the Charter of the Town of Eastham, hereby establish a Human Services Advisory Committee.

The Human Services Advisory Committee shall consist of *seven (7) members* appointed by the Board of Selectmen for three year overlapping terms. All appointees shall be residents of the Town and registered voters. Individuals employed by, or on the governing board of human service agencies seeking funding, or currently funded directly, in whole or in part by the Town, shall not be eligible for consideration.

The Human Service Advisory Committee shall provide for the annual designation of a chairman and clerk and shall be responsible for keeping a written record of each meeting, consistent with the state requirements and the Town policy. All meetings shall be posted, in accordance with Town policy, and open to the public, except as provided by state statute.

All requests for budgetary support for human service agencies will be referred directly to the Human Services Advisory Committee. The primary task, then, of the Human Services Advisory Committee is to consider annually, requests from human services agencies for Town funds. The Human Service Advisory Committee is to consider the merits of these requests through interview with said agencies. The interview process will include a statistical review of the agency's performance in the community and the need for such service. The interview finally, will assist the committee in determining which requests and the dollar value of such requests that will be recommended to the Selectmen for inclusion in the annual Town budget, for Annual Town Meeting consideration. The schedule for submission of budgetary requests shall be established annually by the Town Administrator and the committee will schedule its work accordingly.

The Human Services Advisory Committee also shall be charged with the responsibility of follow-up on projects or agencies which are funded by the Town in order to determine the quality of the service rendered. In addition to these budgetary and oversight responsibilities, the Human Services Advisory Committee, may be called upon to make studies and submit recommendations of further efforts the Town of Eastham should undertake to support critical human needs in the community.

From the Home Rule Charter-1992

Town Administrator's Report

Gillespie-Lee, Laurie

IV A

From: Jim Russo <info@easthamchamber.com>
Sent: Thursday, November 17, 2016 3:40 PM
To: Gillespie-Lee, Laurie
Subject: Re: BOS Agenda, Monday, November 21, 2016

Correction

IV. Town Administrator's Report

There are two different events:

1. Eastham Chamber sponsors the 'Eastham Holiday Festival' is at the Gift Barn and Elks Lodge, Dec 3, 10AM - 1PM
2. Eastham Visitor Service Board sponsors the 'Carols on the Green Sing-Along' on Windmill Green, Dec 3, 4PM - 5PM.

Jim Russo
Executive Director
Eastham Chamber of Commerce
P.O. Box 1329, Eastham, MA 02642
508.240.7211 ofc
508.241.7500 cell

On Thu, Nov 17, 2016 at 3:16 PM, Gillespie-Lee, Laurie <admin2@eastham-ma.gov> wrote:

Laurie Gillespie-Lee

Administrative Assistant

Town of Eastham

2500 State Highway

Eastham, MA 02642

Telephone: 508-240-5900, ext 3207

Fax: 508-240-1291

E Mail: admin2@eastham-ma.gov

(SEAL)

MER
IV B

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

BARNSTABLE COUNTY, ss.

15 MISC 000275 (KFS)

TOWN OF ORLEANS,
Plaintiff

v.

TOWN OF EASTHAM,
Defendant

**DECISION GRANTING DEFENDANT'S
MOTION FOR SUMMARY JUDGEMENT**

In this action, Plaintiff Town of Orleans asks the Court to determine the location of the boundary line between the Town of Orleans and the Town of Eastham. On May 19, 2016, each party filed a Motion for Summary Judgment as well as an opposition. Plaintiff alleges the original town boundary line, established by the Massachusetts Legislature, has been affected by coastal erosion and accretion, and the court should relocate it in response to those changes as authorized under G. L. c. 42, § 1, and G. L. c. 185, § 1. Defendant argues the Land Court does not have authority to change the municipal boundary line because it is an ascertainable fixed line, the location of which is not in dispute, and is not affected by the coastal erosion and accretion cited by Plaintiff.¹ The court agrees with the Town of Eastham and declines to relocate the municipal boundary.

This case is ripe for summary judgment based on the following material facts which are not in dispute on this record which consists of the Parties' Agreed Statement of Facts and documents referred to therein:

¹Attached to this decision for illustrative purposes are: A) a copy of Exhibit D to the complaint, which is a 2014 Google Earth DigitalGlobe Image dated June 7, 2014, on which the current municipal boundary and the proposed boundary are shown, with the proposed line shown as "Town Line Per G. L. c. 42," and B) a sketch prepared by the Land Court's survey division duplicating the material features shown on Complaint Exhibit D and highlighting boundary markers mentioned in this decision.

1. The Town of Orleans was established by an act of the General Court, Chapter 64 of the Acts of 1796 (Chapter 64), when the "South Parish" of the Town of Eastham was incorporated as the separate Town of Orleans.

2. The fixed boundary line between the towns of Eastham and Orleans is established and described in Chapter 64, § 1 as follows:

Beginning at the mouth of Rock harbour river from thence runing Southeasterly by the road that leads by Nathan Smith's dwelling house untill it comes to the Parsonage land, thence northerly on the Westerly boundary line of said parsonage Land, untill it comes to Joshua & Isaac Smith's Land, thence runing easterly in the range between the said Joshua & Isaac Smith's & Josiah & Elisha Smith's Land untill it comes to Boat Meadow, thence a due east course into the middle of Boat meadow river, thence runing up the middle of the river to its head, thence runing Southerly through the center of the meadow & swamp and along Jeremiah's Gutter, so called, into the middle of town Cove; thence runing down the Center of the Cove to Stone Island, thence Runing an Eastsoutheast course into the Atlantic Ocean, with all the inhabitants thereon living, be and hereby are incorporated into a separate town by the name of Orleans, with all the powers priviledges, and immunities, that towns within this Commonwealth do or may enjoy."²

3. The boundary line between the towns was described with more detail, including references to markers and definition by metes and bounds, by an act of the General Court, Chapter 85 of the Acts of 1867 (Chapter 85), entitled "An Act to Establish A Dividing Line Between the Towns of Eastham and Orleans." Chapter 85 describes the boundary line:

"The dividing line between the towns of Eastham and Orleans is established as follows: Commencing at the middle of the mouth of Rock Harbor River, thence up the middle of said river to a point opposite a stake standing on the northerly side of said river; thence north sixty degrees east, twenty-six rods and eighteen links to a stone monument marked E.O., standing in the north-east side of the road leading to the mouth of Boat Meadow River; thence same course, fifty-five rods twenty links to a stone monument marked E.O.; thence same course forty-five rods seven and one-half links to a stake on Boat Meadow near the west side of the canal; thence south nineteen degrees east one hundred twenty-six rods fifteen links to a stone monument marked E.O., standing on the south side of the road at Rock Harbor Gap; thence same course fifty-one rods five links to a stone monument on the south side of the county road near the town cove marked E.O.; thence same course into the middle of said cove, to a large stone on the middle of Stony

² Typographical errors and inconsistencies in the original have not been corrected. "Stone Island" referred to in Chapter 64 is now known as "Stony Island" and continues to exist.

Island, marked E.O.; thence south sixty-seven and one-half degrees east to a stone monument standing on Nausett Beach, marked E.O.; thence same course into the ocean; from thence returning to the first point, to wit, the middle of the mouth of Rock Harbor River, thence north forty-five degrees west into Barnstable Bay; and the said line as above described shall hereafter be the dividing line between said towns.”

4. The Harbor and Land Commissioners most recently located and defined the boundary between the towns in the 1907 Atlas of the Boundaries of Towns of Barnstable, Dukes County, and Nantucket Counties (1907 Atlas). See Exhibits B and C to the parties’ Agreed Statement of Facts for Cross- Motions for Summary Judgment. The relevant portion of the municipal boundary line in question is depicted in the survey designated “Eastham-Orleans 1-2” on Folio 22 of the 1907 Atlas.
5. Recorded in the Barnstable Registry of Deeds as Plan 91 in Book 166 is a plan titled “Plan of Land in Orleans, Mass. as Made For the Town of Orleans Under Article 17 of the 1954 Annual Town Meeting Warrant,” dated August 1954 by Arthur L. Sparrow Co., Engineers (1954 Plan).
6. The spit or barrier beach as shown on the 1954 Plan has expanded northward over many decades as a result of natural changes in the beach.³
7. On the date the complaint was filed, the spit or boundary beach located to the south of both the Town of Orleans’ proposed boundary and the current municipal boundary line

³ In its complaint, the Town of Orleans refers to the accreted land as part of the “Orleans Spit,” claiming title to it based on its record ownership of land under a 1961 deed of Morrill and Young to the Town, recorded in the Barnstable Registry of Deeds in Book 1105, at Page 399. The Town of Orleans’ title under the 1961 deed is currently challenged in a case titled Hannah v. Town of Orleans, originally commenced in the Superior Court (Barnstable County) as BACV1015-0037, transferred to the Land Court by order of the Chief Justice of the Trial Court because Hannah claims to own some or all of the land claimed by the Town under the 1961 deed. On June 20, 2016, the case was entered in the Land Court as 16 SBQ 10859 06-001, and is styled as an “S” case brought pursuant to G. L. c. 185, because it involves the Hannah family’s claim to the same spit of land based on its ownership of registered land under a Land Court Certificate of Title. The decision this court reaches today does not purport to address the issues raised in the Hannah case and does not rely on nor determine the issue of fee ownership to the accreted land in question.

extends southerly and connects with the mainland at Nauset Heights in Orleans, where it can be accessed by foot or vehicle.

8. Under G. L. c. 42, § 2:

“The boundary markers of every town shall be located, the marks thereon renewed, and the year located marked upon the face thereof which bears the letter of the town locating its boundary, once every five years, by at least two of the selectmen of the town or by two substitutes designated by them in writing. The marking shall be made with paint or other suitable marking material.

The proceedings shall be recorded with the town clerk and the board of selectmen of the town in writing signed under penalty of perjury setting forth which boundary marks were located, and those which were not located. A copy of such records shall also be sent, by registered letter, to the town clerk and the board of selectmen of any contiguous town.

9. On June 1, 2012, selectmen and other officials from both Orleans and Eastham conducted a perambulation pursuant to G. L. c. 42, § 2, and located and confirmed relevant Witness Marks on the 1907 Atlas, including those relevant to this case (point E-O-1 observed to be a concrete post painted orange, and point E-O-2 painted “O/E 2012”), consistent with the record town boundary line established by the Legislature.⁴ The official report of the perambulation confirms “none of the markers or witness marks appeared to be in a different location than was observed on previous perambulation excursions.”

* * * * *

Under Mass. R. Civ. P. 56 (c), “Summary judgment is appropriate when, ‘viewing the evidence in the light most favorable to the nonmoving party, all material facts have been established and the moving party is entitled to judgment as a matter of law.’” Regis Coll. v. Town of Weston, 462 Mass. 280, 284 (2012) (internal citations omitted). The moving party bears the burden of affirmatively showing there is no triable issue of fact, even if that party

⁴ See the sketches attached hereto, depicting the location of the two Witness Markers, which bookend the portion of the municipal boundary line Orleans seeks to have this court relocate.

would not have such a burden if the case were to go to trial. See Ng Bros. Constr., Inc. v. Cranney, 436 Mass. 638, 644 (2002). “A nonmoving party’s failure to establish an essential element of [their] claim ‘renders all other facts immaterial’ and mandates summary judgment in favor of the moving party.” Roman v. Trustees of Tufts College, 461 Mass. 707, 711 (2012) (internal citations omitted).

When the court is faced with cross motions, as is the case here, it must analyze the parties' legal positions at the summary judgment stage guided by which party has the burden on the issues before the court. The issue in this declaratory judgment case is ripe for summary judgment because the material facts are not in dispute and the case may be decided based on the application of law to those facts. As the party seeking to change the extant legislatively established statutory municipal boundary line, Orleans has the burden of proof and persuasion.

Plaintiff invokes the provisions of G. L. c. 42, as the statutory foundation for the court’s authority to grant the Orleans the declaratory relief it seeks. Section 1 of Chapter 42 provides:

“The seaward boundary of cities and towns bordering on the open sea shall coincide with the marine boundary of the commonwealth. The boundary lines in tide water between adjacent coastal municipalities, as located and defined by the board of harbor and land commissioners under chapter one hundred and ninety-six of the acts of eighteen hundred and eighty-one, except in so far as the boundary lines so located and defined purported to vary boundary lines in tide water between municipalities theretofore established by the general court, together with such boundary lines theretofore so established, as such boundary lines have been subsequently changed by the general court or defined by decrees of the land court, with such additions to or subtractions from the length thereof as have been made by natural changes in the shore line of the commonwealth, are hereby confirmed and established as the legal boundary lines in tide water between said adjacent municipalities; provided, that such boundary lines shall hereafter be changed from time to time to conform to any change in said shore line.”

Although the statute does allow for the boundaries in tide water to be changed from time to time to conform to changes in the shore line, the Land Court is not given the authority to make those changes. Section 1 of the statute specifically gives the General Court the ability to change the boundaries, while the Land Court has the ability to define boundary lines by decree. “Define”

is the operative word. This court has the ability to define boundaries, but does not have the authority to change them in the manner Orleans urges. A change in boundary under this section may only be achieved through legislative process.

The situation presented here is not one that implicates the language of Section 1, allowing for changes to boundaries established by the General Court or defined by the Land Court to adjust to “such additions to or subtractions from the length [of the boundary line] as have been made by natural changes in the shore line of the commonwealth.” The change in boundary line sought by Orleans is not an extension of the original fixed line boundary necessitated by accretion at the point where the municipal boundary is “bordering on the open sea.” Instead, Orleans is seeking a redirection of the fixed municipal line so as to change it substantially, rather than simply address the need for addition or subtraction due to natural changes at the ocean edge.

Nor does G. L. c. 42, § 12, give the Land Court the authority to change the fixed ascertainable boundary line between Eastham and Orleans under the circumstances presented on this summary judgment record. Under G. L. c. 42 § 12,

“[i]f the true boundary between two or more adjacent counties, cities, towns or districts *is doubtful or in dispute*, the land court may *determine* the location thereof upon the petition of one or more of such counties, cities, towns and districts and after such notice to all other counties, cities, towns and districts interested as the court shall order, and the court may make such order as to the setting of durable bounds to perpetuate the lines the location of which is so determined, and as to the costs and expenses of the proceedings, as law and justice may require.” (emphasis added).

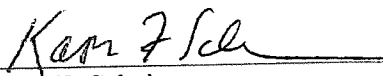
In order for the Land Court to have jurisdiction to “determine” where a boundary between municipalities is located under Section 12, the boundary line must be “doubtful or in dispute.” While the parties agree there is an actual case and controversy between them over control of vehicular activities on the portion of the Orleans Spit that lies within the boundaries of Eastham, the municipal boundary itself is neither doubtful nor in dispute within the meaning of

Section 12.⁵ Further, while some of the municipal boundary line between the towns is within tide water, the actual established boundary is a fixed line, not one dependent on the ebb and flow of a water line.

Orleans does not claim the boundary line between the towns has changed or become doubtful due to the altered landscape at the municipal boundary line. Rather, Orleans is asking the court to establish the boundary line in a new location in response to natural changes along the coast line itself which have affected access to Orleans from the Atlantic Ocean. Orleans seeks to ameliorate the consequences of the coastal changes, but there is no doubt or dispute within the meaning of G. L. c. 42, § 12, as to where the boundary line is and always has been located. The municipal boundary line, established in 1796, has been determined, marked and ascertainable over decades' time and the relevant county and municipal authorities have consistently located the 1907 boundary markers without dispute or disagreement as recently as 2012. Plaintiff has failed to establish the authority of this court to change the municipal boundary pursuant to G. L. c. 42 § 12, under the circumstances presented.

Therefore, Orleans' Motion for Summary Judgment is **DENIED** and Eastham's Motion for Summary Judgment is **GRANTED**. Since the complaint seeks relief under G. L. c. 231A, the court may not dismiss the action, and the judgment will declare that the boundary line between the two towns remains as legislatively established.

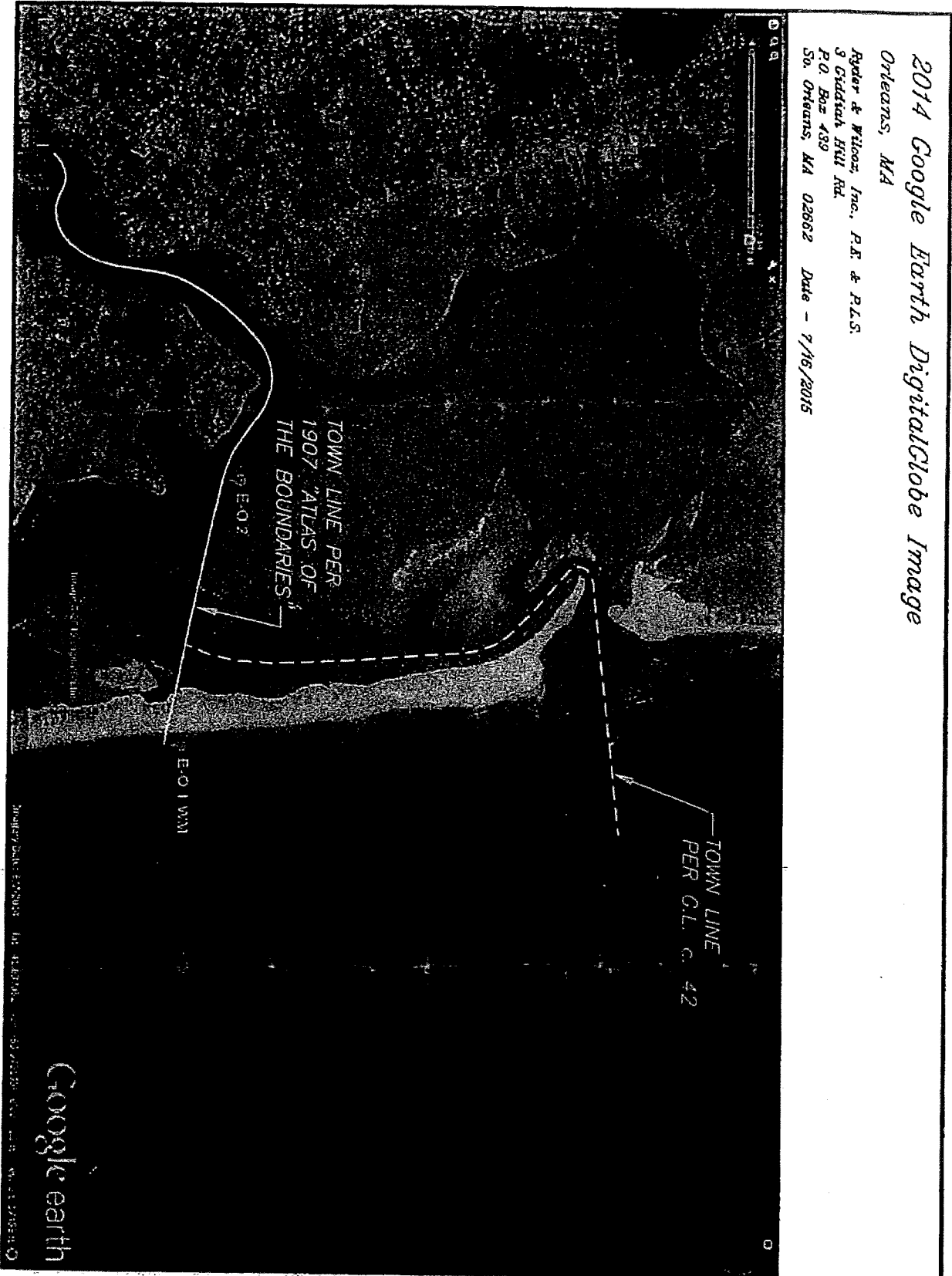
Declaratory Judgment to enter accordingly.


Karyn F. Scheier
Associate Justice

Date: November 4, 2016

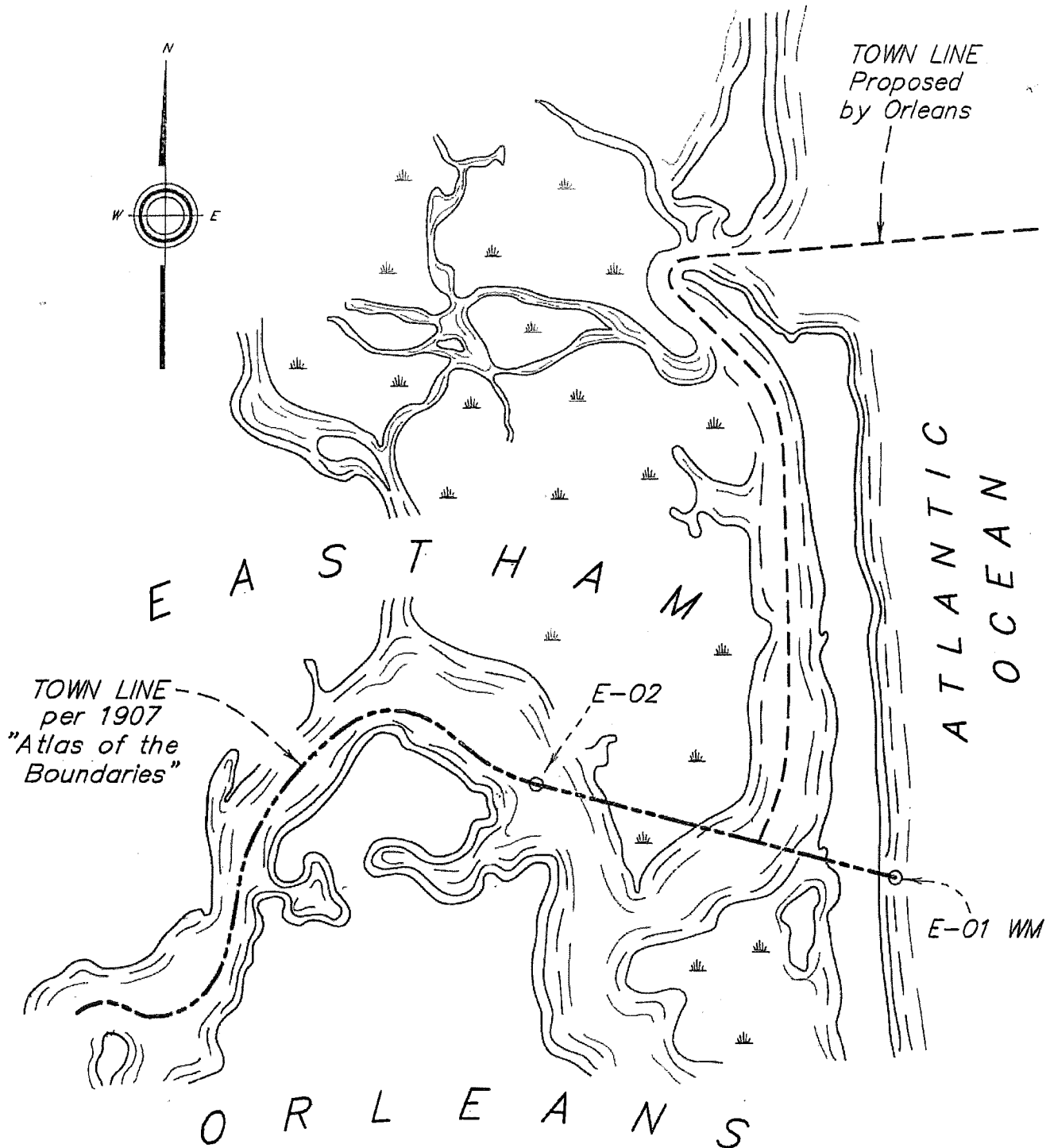
⁵ See, i.e., Town of Blackstone v. Town of Millville, 59 Mass. App. Ct. 565 (2003), where the Appeals Court reviewed the Land Court's determination under G. L. c. 42, §12, resolving a dispute between the towns as to the location of their mutual municipal boundary line due to an inconsistency between the location of existing bounds and the measured distances.

SKETCH A



DECISION SKETCH B

15 MISC 000275



(SEAL)

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL COURT

BARNSTABLE, ss.

15 MISC 000275 (KFS)

TOWN OF ORLEANS,

Plaintiff

DECLARATORY JUDGMENT

v.

TOWN OF EASTHAM,

Defendant

In this action, Plaintiff Town of Orleans asked the court to alter the location of the municipal boundary line between Orleans and the Town of Eastham. Plaintiff alleged the original town boundary line, as established by the Massachusetts Legislature, has been affected by coastal erosion and accretion. Invoking the provisions of G. L. c. 42, §§ 1 and 12, Orleans urged this court to relocate the boundary line in response to the shore line changes. Defendant Town of Eastham argued the town boundary is a fixed straight line which was legislatively established, has remained in place for more than 200 years, and is not affected by coastal erosion or accretion. Accordingly, it argued, G. L. c. 42 does not confer the authority on the Land Court to change the municipal boundary and requested the court declare the boundary line between the towns remains unchanged.

The court heard cross-motions for summary judgment on June 29, 2016, and a decision in favor of the Town of Eastham of even date herewith has issued. In accordance with that decision, it hereby is

ADJUDGED and DECLARED under the circumstances presented in this case, the Land Court does not have authority under G. L. c. 42 to change the boundary line between Orleans and Eastham because the boundary line is not doubtful or in dispute within the meaning of G. L. c. 42; and it is further

ADJUDGED and DECLARED the municipal boundary line remains a fixed, straight line, as originally established by the Massachusetts General Court in Chapter 64 of the Acts of 1796, when the "South Parish" of Eastham was set off and incorporated as the separate Town of Orleans, as further refined and determined by the General Court and as shown on the 1907 Atlas of the Boundaries of Towns of Barnstable, Dukes and Nantucket Counties.

So ordered.

 By the Court (Scheier, J.)

Deborah J. Patterson, Recorder

November 3, 2016

A TRUE COPY
ATTEST:


RECORDER

IV D

Calendar for November 2016–May 2017 (United States)

Nov 9 - wally out

Nov 21 - Linda Out
Nov 23 - No Meeting

Dec 21 - No Meeting

November 2016

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

Jan 3+4 - Eliz. Out

March 2017

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2017

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Holidays:

Nov 11, 2016 Veterans Day
 Nov 24, 2016 Thanksgiving Day
 Dec 25, 2016 Christmas Day
 Dec 26, 2016 'Christmas Day' observed
 Jan 1, 2017 New Year's Day
 Jan 2, 2017 'New Year's Day' observed
 Jan 16, 2017 Martin Luther King Day
 Feb 20, 2017 Presidents' Day
 May 29, 2017 Memorial Day

Calendar generated on www.timeanddate.com/calendar



Cape Light Compact

P.O. Box 427, Barnstable, MA 02630

1.800.797.6699 | Fax: 508.362.4136 | capelightcompact.org

IV
E

November 17, 2016

TO: Town/County Managers

FROM: Maggie Downey, Compact Administrator

RE: Update on DPU 16-169

On October 5, 2015, Colonial Gas Company, d/b/a National Grid ("National Grid") filed a petition with the Massachusetts Department of Public Utilities ("DPU") requesting that the DPU designate National Grid the exclusive service provider of residential energy efficiency services to customers who heat their homes with natural gas on Cape Cod. The DPU docketed the proceeding as DPU 16-169, and is requesting public comments on National Grid's request on or before November 30, 2016. The Cape Light Compact ("Compact") objects National Grid's position and has filed a response to the petition (<http://web1.env.state.ma.us/DPU/FileRoom/dockets/bynumber>), and is asking for you, or your Board of Selectmen, to submit a letter in support of the Compact's position.

The Compact opposes National Grid's request for the following reasons:

1. These customers are mutual customers of National Grid and the Compact. These Cape Cod residents pay every month on their electric and natural gas bills for energy efficiency programs. Customers should have the right to choose their energy efficiency provider;
2. Since 2001, the Compact has been providing approved electric measures to all customers on Cape Cod regardless of how these customers heat their homes. Cape Cod customers have always been able to choose their energy efficiency provider;
3. Cape Cod Towns formed the Compact to locally administer and design energy efficiency programs for the benefit of their residents. National Grid's proposal would prohibit the Compact from administering its energy efficiency programs for mutual customers. The Compact maintains that this is inconsistent with the Commonwealth's energy efficiency statutory framework and local decisions to offer an enhanced residential energy program. (For instance, the Compact offers greater financial incentives to help customers pay for the cost of measures than does National Grid.)

The Compact Governing Board requested that I prepare the attached letter for your consideration and submission to the DPU. If you have any questions on this issue, please do not hesitate to contact me at mdowney@capelightcompact.org or at 508-375-6636.

Enclosure

Working Together Toward A Smarter Energy Future

Aquinnah | Barnstable | Barnstable County | Bourne | Brewster | Chatham | Chilmark | Dennis | Dukes County | Eastham | Edgartown | Falmouth
Harwich | Mashpee | Oak Bluffs | Orleans | Provincetown | Sandwich | Tisbury | Truro | Wellfleet | West Tisbury | Yarmouth

Mark D. Marini, Secretary
Massachusetts Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

RE: D.P.U. Docket 16-169

Secretary Marini,

I am writing in response to your request for written comments on the petition of Colonial Gas Company, d/b/a National Grid ("National Grid") regarding the provision of energy efficiency services to its natural gas heating customers on Cape Cod. These customers are mutual customers of National Grid and the Cape Light Compact. Nevertheless, National Grid is requesting exclusive rights to provide residential energy efficiency services to these mutual customers. The Town does not support this request for the following reasons:

1. National Grid's request limits a customer's right to choose its energy efficiency provider. Mutual customers on Cape Cod pay every month on their electric and natural gas bills for energy efficiency programs. Mutual customers should have the right to choose their energy efficiency provider;
2. The Towns on Cape Cod, working as the Cape Light Compact, have designed their energy efficiency plans to reflect the unique demographics of Cape Cod. National Grid's position would prevent the Compact from administering its approved energy efficiency plans designed for the benefit of the Towns' residents;
3. The achievement of all cost effective energy efficiency plays a crucial role in helping Massachusetts achieve its energy efficiency and climate goals. National Grid's position would prevent the Compact from fully administering its plan and fulfilling its statutory obligation to implement all cost effective energy efficiency programs.

For these reasons the Town respectfully requests that the Department of Public Utilities deny National Grid's petition in its entirety.

Sincerely,

TOWN

INFORMATION



Date: 11/16/12

Ch. 40B Technical Review Assistance Application

Please speak to Community Assistance staff to discuss your project before requesting an application.

Laura Shufelt: 857.317.8582 or lshufelt@mhp.net

CONTACT INFORMATION

Municipal Contact for Application	Paul Lagg Town Planner	ZBA Chair	Robert Sheldon	Chief Elected Official	William O'Shea Board of Selectmen
Address	2500 State Highway	Address	2500 State Highway	Address	2500 State Highway Eastham, MA 02642
City/Town/Zip	Eastham, MA 02642	City/Town/Zip	Eastham, MA 02642	City/Town/Zip	Eastham, MA 02642
Phone	508-240-5900 x3228	Phone	508-240-5900 x3228	Phone	508-240-5900 x3207
Email	plagg@eastham-ma.gov	Email	NA	Email	NA

PROJECT INFORMATION

Project Name: Purcell Property Community Housing	Developer: Pennrose Properties LLC
Principals: Timothy Henkel/Charlie Adams	Attorney: Andrew Singer (Singer and Singer LLC)
Consultants: MHJ Associates	Engineer: Horseley Whitten Group
Project Address: 4300 State Highway Eastham, MA	

DEVELOPMENT SITE & ZBA MEETINGS

Number of Units Proposed: Total 65 Affordable 65

Project Type: Rental ☒ Homeownership ☐

Size of Site: 11.2 acres

Age-restricted? Yes ☐ No ☒

Date Permit Application Filed with ZBA: 11/8/16

First Hearing Date? 12/1/16

Is 1st Hearing within 30 days of application? Yes ☒ No ☐

Day/Time ZBA meets? First Thursday Monthly 5:00

Have hearings been held already for this project? Yes ☐ No ☒

If Yes, dates? _____

SITE APPROVAL/ELIGIBILITY LETTER:What is the source of the project eligibility letter? DHCDDate of Project Eligibility Letter 9/30/16*Please provide a copy of the letter with this application.*Did the municipality submit comments to the Subsidizing Agency? Yes ☐ No ☒*Please provide a copy of the comment letter with this application.*

What specific review issues would you like assistance?

Legal/Technical assistance to Zoning Board for regulatory process related to issuance of Comprehensive Permit

What are the main municipal concerns with the project?

Ensure regulatory process is carried out appropriately and that the proposal is evaluated fairly and accurately.

Does municipal staff or ZBA members have prior experience reviewing comprehensive permits ?

Yes ☒ No ☐ If yes, how much? Separate 40B Application in process

Does the municipality have a Housing Production Plan that addresses affordable housing?

Yes ☒ No ☐If yes, is the plan approved by DHCD? Yes ☒ No ☐ Certified? Yes ☐ No ☒Has the municipality adopted Comprehensive Permit review rules? Yes ☒ No ☐*If yes, please include a copy of the rules with this application.*

Who is the counsel/attorney for the ZBA on this project?

Kopelman and Paige (Town Counsel)

Please list the Comprehensive Permit applications submitted to the municipality in the last 5 years .

NAME OF PROJECT	FUNDING SOURCE	APPROVED/DENIED	DATE
Governor Prence Residences	DHCD	In Process	In Process

Which consultant does the ZBA prefer?

1. Paul Havery

2. _____


SIGNATURE OF CHIEF ELECTED OFFICER

11/14/16
DATE

William F. O'Shea
PRINT NAME AND TITLE


SIGNATURE OF ZBA CHAIR

11/16/16
DATE

Robert L. Sheldon
PRINT NAME



MASSACHUSETTS HOUSING PARTNERSHIP

CHAPTER 40B TECHNICAL ASSISTANCE PROGRAM GUIDELINES 2016

OVERVIEW

The Massachusetts Housing Partnership (MHP) provides technical assistance to local Zoning Boards of Appeal (ZBA) in the review of permit applications for Comprehensive Permits pursuant to Chapter 40B of the Massachusetts General Laws ("Chapter 40B") and the regulations promulgated there under at 760 C.M.R. 56.00 (the "Regulations").

The purpose of the MHP Chapter 40B Technical Assistance Program is to assist the Zoning Board of Appeals, and other relevant municipal boards, in the review of specific Chapter 40B development proposals. MHP provides awards of up to \$15,000 to municipalities to pay for third-party consultants to work with the ZBA to increase local capacity and to assist in the review and permitting process for Chapter 40B Comprehensive Permit projects. Communities that have achieved 10% on the Subsidized Housing Inventory or that have been certified by DHCD to have an affordable housing inventory that is at or above 10% or exceeds 1.5% of the land zoned for residential, commercial or industrial use are not eligible for the 40B TA Program.

Since the inception of this program in 1999, most communities receiving technical assistance from MHP have successfully negotiated comprehensive permits on terms mutually agreeable to the municipality and the developer. In a small number of cases MHP's technical assistance has resulted in the withdrawal of inappropriate Chapter 40B proposals or the denial of the permit by the community.

PROCEDURES

Application Process

- The applicant contacts the MHP Chapter 40B technical assistance staff at any time to discuss a Chapter 40B development that has been filed or is likely to be filed with the ZBA.
- Applications are accepted by MHP after an initial phone intake.
- An application for technical assistance will only be accepted and reviewed by MHP after the comprehensive permit application has been filed with the ZBA.
- Applicants can request a pre-hearing training on 40B for the Zoning Board and other town staff, boards and committees.
- The MHP application must include:
 - a copy of the Project Eligibility Letter from the subsidizing agency,
 - the comment letter the municipality sent to the Subsidizing Agency, and
 - any Local Rules for Comprehensive Permits the ZBA may have adopted
- The application must be signed by both the ZBA Chair and the Chief Elected Official.
- MHP strongly recommends interested communities contact MHP early in the process to facilitate the engagement of a qualified consultant *prior* to the start of the first public hearing. MHP reserves the right to reject an application for assistance *after* the hearing has opened.

- MHP typically completes a review within 10 days of the receipt of a complete of the application and, if approved, sends an award letter to the applicant community.

Consultant Services

- Prior to receiving an award a community must select a consultant from MHP's list of Program Consultants.
- Program Consultants are responsible for
 - providing technical assistance to the municipality in understanding the Chapter 40B permitting and review process;
 - assisting in identifying areas needing additional study or technical information; and
 - facilitating constructive discussions between the developer and the ZBA.
- The Program Consultant's role in providing comprehensive Chapter 40B technical assistance does not replace the role of the municipality's legal counsel. However, in accepting the technical assistance award, the municipality agrees that the consultant will be the lead consultant for the project and will assist in assessing the need for additional technical assistance including peer review consultants.
- Program Consultants are limited to contracting with a maximum of 3 communities at one time. Exceptions may be made for consultants who have previously contracted with communities under the Program.

Uses of Technical Assistance Funds

- MHP Program staff will work with the applicant community to determine the amount of the technical assistance award. A maximum of \$15,000 is available for the first award to a given community with a typical award amount of up to \$10,000 for subsequent requests.
- For communities with multiple simultaneous 40B projects, MHP reserves the right to limit the total amount of funds awarded at any given time to a community.
- An award under the Program does not fund or take the place of services that are typically the financial responsibility of the developer, such as peer review for engineering, traffic, architecture and other technical issues eligible for funding under M.G.L. c. 44 Sec. 53G.
- Legal costs for municipal counsel and mediation services are not within the scope of this Program.

Contracting and Payment

- MHP will contract with the Program Consultant selected by the applicant, who will be an independent contractor of MHP and will render the contracted services directly to the community. The Program Consultant shall perform the services in a professional, independent, impartial manner in accordance with Chapter 40B, the Regulations, DHCD's Guidelines for Ch. 40B Comprehensive Permit Projects, and the 40B Consultant Program Guidelines
- MHP will furnish a copy of the signed contract to the municipality, which will contain a scope of work.
- The Program Consultant shall submit invoices directly to MHP for payment. MHP will request authorization for payment from the municipality prior to making a payment to the Program Consultant. However, if no response by the municipality is received within 5 business days, approval will be assumed.

Reporting and Evaluation

- MHP requests that the municipality notify MHP if the Chapter 40B permit application is withdrawn by the developer or if for any reason the technical assistance award funds are no longer needed.
- MHP requires that a copy of the final ZBA decision be sent to MHP at the time the decision is issued and filed with the Clerk's office.
- MHP requires the completion and submission of the *MHP Chapter 40B Program Evaluation Form* which is used to evaluate consultant assistance and the effectiveness of the program.

To speak to MHP staff about your Chapter 40B project and to request an application for technical assistance contact Laura Shufelt at 857.317.8582or lushufelt@mhp.net .



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Kornegay, Undersecretary

September 30, 2016

Charlie Adams
Pennrose Development
50 Milk Street
16th Floor
Boston, MA 02109

RE: Campbell-Purcell, Eastham – Site Approval Letter

Dear Mr. Adams:

I am writing to inform you that your application for project eligibility determination for the proposed Campbell-Purcell project located in Eastham, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 4300 State Highway, Eastham, Massachusetts. This approval indicates that the proposed plan is for 65 units, 55 of which are affordable at no more than 60% of area median income. The proposed development will consist of 27 one-bedroom units, 31 two-bedroom units and 7 three-bedroom units, and the rental structure as described in the application is generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock. This approval does not constitute a guarantee that LIHTC funds will be allocated to the Campbell-Purcell project. It does create a presumption of fundability under 760CMR 56.04, and permits Pennrose Development to apply to the Eastham Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

As part of the review process, DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
2. DHCD has performed an on-site inspection of the proposed Campbell-Purcell project and has determined that the proposed site is an appropriate location for the project.
3. The proposed housing design is appropriate for the site.
4. The proposed project appears financially feasible in the context of the Eastham housing market.

COMMONWEALTH OF MASSACHUSETTS



BARNSTABLE, ss.

SUPERIOR COURT
CIVIL ACTION NO. 1572-CV-00025

AMERICAN CAPITAL ENERGY, INC.,

Plaintiff,

v.

REDWOOD SOLAR DEVELOPMENT LLC,
WESTCHESTER FIRE INSURANCE
COMPANY, CF DENNIS LLC, CF
HARWICH, LLC, CF BARNSTABLE LLC,
CF CHATHAM LLC, and CF EASTHAM
LLC,

Defendants.

STIPULATION OF DISMISSAL WITH PREJUDICE

The plaintiff and the defendants, pursuant to Mass. R. Civ. P. 41(a)(1)(ii) hereby stipulate and agree that all claims and counterclaims in the above-entitled matter be dismissed with prejudice and without costs.

PLAINTIFF AMERICAN CAPITAL
ENERGY, INC.

By its attorneys,

Robert K. Dowd, BBO #132800
ROBERT K. DOWD, P.C.
4814 Bengal Street, Unit #1
Dallas, TX 75235
(214) 922-9330
robtowd@sbcglobal.net

DEFENDANTS CF DENNIS LLC, CF
HARWICH, LLC, CF BARNSTABLE LLC,
CF BREWSTER, LLC, CF CHATHAM, LLC,
and CF EASTHAM, LLC, and Reach and
Apply Defendants, CF CVEC Owner One LLC
and CF CVEC Master Tenant One LLC,
By their attorneys,

Dana F. Rodin, BBO #424480
Leonard H. Freiman, BBO #560233
Peter D. Bilowz, BBO #651383
GOULSTON & STORRS PC
400 Atlantic Avenue
Boston, MA 02110
(617) 574-6445
drodin@goulstonstorrs.com
pbilowz@goulstonstorrs.com

DEFENDANTS REDWOOD SOLAR
DEVELOPMENT LLC and WESTCHESTER
FIRE INSURANCE COMPANY,
By their attorneys,

Charles M. Sabatt, BBO #436740
Charles M. Sabatt, P.C.
540 Main Street, Suite 8
Hyannis, MA 02601
(508) 775-5050
cms@sabattlaw.com

Reach and Apply Defendant Town of Barnstable,
By its Town Attorney,

Ruth J. Weil, Esq.
Office of Town Attorney
367 Main Street
Hyannis, MA 02601

Reach and Apply Defendants Towns of Dennis, Eastham and Harwich,
By their Town Counsel,

Richard Holland, Esq.
Kopelman & Paige
101 Arch Street
Boston, MA 02110

Reach and Apply Defendant Cape & Vineyard Electric Cooperative, Inc.

Jo Ann Bodemer, BBO #675226
BCK LAW, P.C.
271 Waverley Oak Road, Suite 303
Waltham, MA 02451
(617) 244-9500

Dated: November __, 2016



ADMINISTRATION

NOV 09 2016

RECEIVED

November 4, 2016

Sheila Vanderhoef, Town Administrator
Town of Eastham
2500 State Highway
Eastham, Massachusetts 02642

**Re: Notification of Submittal of an Immediate Response Action Plan
and Completion Report**
Cumberland Farms, Inc.
Property #MA0667
4460 Route 6
Eastham, Massachusetts
RTN 4-26320

Dear Ms. Vanderhoef:

On behalf of Cumberland Farms, Inc., (CFI) and pursuant to the requirements of 310 CMR 40.1403, Kleinfelder is hereby providing you notification that an Immediate Response Action (IRA) Plan and Completion Report was filed with the Massachusetts Department of Environmental Protection (MassDEP) for the above referenced property on November 4, 2016.

A copy of the IRA Plan and Completion Report may be obtained, or reviewed by appointment, at the MassDEP Southeast Regional Office located at 20 Riverside Drive, Lakeville, Massachusetts (Phone: 508-946-2700). It may also be downloaded online at:
<http://public.dep.state.ma.us/SearchableSites2/Search.aspx>.

Based on field headspace screening results in excess of 100 parts per million by volume during the excavation of gasoline dispensers and associated piping on September 9, 2016, a 72-hour reporting condition consistent with 310 CMR 40.0313(2) was interpreted to be applicable to the subject property. Verbal notification was provided by Kleinfelder, on behalf of CFI, to Mr. Jaime Goncalves of the MassDEP on September 9, 2016 at 11:55 a.m.

A figure depicting the site associated with RTN 4-26320 is attached for your reference. Should you have any questions please do not hesitate to contact the undersigned at (508) 270-6558.

Sincerely,
KLEINFELDER

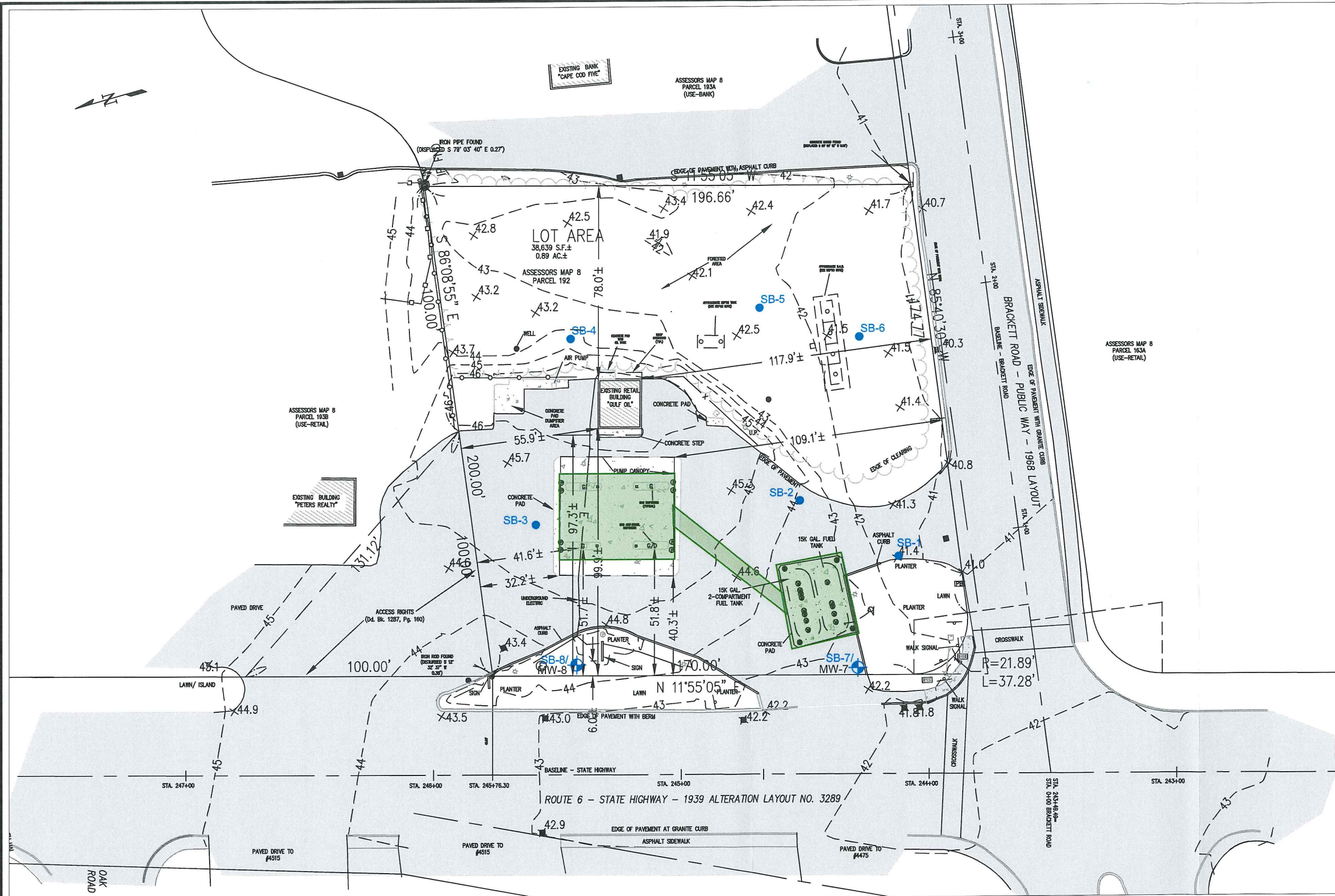
Emily M. Straley
Project Manager

Enclosure Site Plan

cc: Matthew Young, Cumberland Farms, Inc. (file)

20162042.006A/FRM16L49537_MA0667/Town Public Notice 11-16

ATTACHED IMAGES: Images: 3112009_30127_1.tif Images: SCAN1511_000.tif Images: SCAN2637_000.tif Images: VSW- 20091229_0001.TIF Images: VSW- 20100930_0001.TIF
ATTACHED XREFS: L0667
CAD FILE: G:\CADD\KLF PROJECTS\CFIL0667\2015\ LAYOUT: FIGURE 2
PLOTTED: 21 Oct 2015, 10:45am, CHait



LEGEND

- SOIL BORING LOCATION
 - ⊕ MONITORING WELL LOCATION
- NOTE:
ELEVATIONS SHOWN HERE ARE
BASED ON THE NORTH AMERICAN
VERTICAL DATUM (NAVD 1988)
- APPROXIMATE AREA
OF EXCAVATION

40 20 0 40
APPROXIMATE SCALE (feet)

REFERENCE:
BASE PLAN FROM CFG2.0, DATED 2/12/2015, PROVIDED BY
CUMBERLAND FARMS INC. PREPARED BY COASTAL
ENGINEERING COMPANY, INC.



PROJECT NO.	L0667
DRAWN:	OCT 2015
DRAWN BY:	ANG
CHECKED BY:	
FILE NAME:	L0667OCT2015.dwg

SITE PLAN

CUMBERLAND FARMS INC, #L0667
4460 ROUTE 6
EASTHAM, MASSACHUSETTS

FIGURE

2

SCHOFIELD BROTHERS OF CAPE COD

Engineering - Land Surveying

Environmental Permitting

161 Cranberry Highway

P.O. Box 101

Orleans, MA 02653-0101

508-255-2098 - 508-240-1215 (fax)

E-mail: schobro@verizon.net

BOS info
ADMINISTRATION
NOV 16 2016
RECEIVED

November 16, 2016

Department of Environmental Protection
Southeast Regional Office
20 Riverside Drive
Lakeville, MA 02347

RE: Chapter 91 Simplified Waterways License Application
625 Kingsbury Beach Road
Eastham, Massachusetts

Dear Madam or Sir,

Enclosed please find a completed *Chapter 91 Simplified Waterways License Application* for a seasonal dock at the above referenced address.

If you have any questions with respect to this project, please do not hesitate to contact me.
Thank you.

Sincerely,
Schofield Brothers of Cape Cod

Laura A. Schofield

Laura A. Schofield,
Project Manager

enc

cc:

By Hand Delivery:

Eastham Conservation Commission
555 Old Orchard Road
Eastham, MA 02642

Eastham Board of Selectman

Eastham Planning Board
Eastham Zoning Board/Building Inspector
2500 State Highway
Eastham, MA 02642

By Regular Mail:

Anthony Vicinanza (applicant)
26 Slitting Mills Road
Glen Mills, PA 19342

By Certified Mail:

Ann Maiocco (owner)
146 Park Avenue
Swarthmore, PA 19081

Abutters:

Ullman John and Eleanor Family Trust
186 Monponsett Street
Halifax, MA 02338

Dacha Nominee Trust
19 Main Street, Suite 3
Nyack, NY 10960

The Commonwealth Of Massachusetts



No. **MassDEP USE ONLY** _____

SIMPLIFIED LICENSE
BRP WW06

Applicant must fill in pages 1 and 2 of this license.

Anthony G. Vicinanza of the Town/City of Glen Mills in the State of Pennsylvania
Applicant's name Town/City County

County and Commonwealth aforesaid, has applied to the Department of Environmental Protection for a Simplified License to:

Please check:

☐ maintain an existing (pre-1984):

☒ construct a proposed or maintain an existing (post-1984):

Please check all that apply below:

Please check all that apply below:

- ☐ pier/dock
- ☐ boat ramp
- ☐ ramp
- ☐ float(s)
- ☐ pile(s)
- ☐ boat lift
- ☐ boat house
- ☐ retaining wall/seawall
- ☐ bulkhead
- ☐ rip rap/stone revetment
- ☐ groin(s)
- ☐ Nonwater-dependent (NWD) residence
- ☐ other _____

- ☒ pier/dock
- ☐ ramp
- ☐ float(s)
- ☐ pile(s)
- ☐ boat lift
- ☐ pile-supported boat house
- ☐ other _____

and has submitted plans of the same; and whereas due notice of said application has been given, as required by law, to the [Please check one:] ☒ Board of Selectmen ☐ Mayor and City Council, of the Town/City of:

Eastham

Town/City

NOW, said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, subject to the approval of the Governor, authorizes and licenses said Licensee, subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to:

Please check all that apply:

Please check all that apply:

- ☐ maintain existing structure(s) for:
- ☐ non commercial docking/access to navigable water
 - ☐ shoreline stabilization
 - ☐ residential, NWD building
 - ☐ other _____

- ☒ construct and maintain structure(s) for:
- ☒ non commercial docking/access to navigable water
 - ☐ other _____

in and over the waters of: Great Pond in the Town/City of: Eastham
Waterway Town/City

and in accordance with the locations shown and details indicated on the accompanying License Sketch Plan No. **MassDEP USE ONLY** _____ (total number of Sheet(s): **FOR MassDEP USE ONLY** _____)

The total area of the combined structures, measured below mean/ordinary high water shall be no greater than a total of 600 square feet for proposed water-dependent structures, or for structures built or substantially altered after January 1, 1984 without any fill. For structures or fill constructed prior to January 1, 1984 and not substantially altered since that date: any structures and fill, either water-dependent or nonwater-dependent, total no more than 600 square feet. In both instances structure is not a marina (i.e. does not serve ten or more vessels). Dimensions of all structures are shown on the accompanying plan(s).

"I hereby make application for a License to authorize the activities I have described herein. Upon my signature, I agree to allow the duly authorized representative of the Massachusetts Department of Environmental Protection to enter upon the premises of the project site at reasonable times for the purpose of inspection. I hereby certify that the information submitted in this document is true and accurate to the best of my knowledge. And, upon my signature, that I have read the License and conditions and agree to the terms and conditions set forth herein."

BOX A:

Print Name

ANTHONY G. VICINANZA

Mailing Address

26 SLITTING MILL RD.

City/Town (not village)

GLEN MILLS, MA 19342

State

PA

Zip Code

19342

County

DELAWARE

(area code) telephone

(610)745.5666

e-mail

AGV27@ME.COM

Notification: Your signature to the right certifies that you have notified the entities as checked off in the boxes below.

X Signature of applicant

Date

10/17/16

Notification of application has been provided to: (please check)

☒ Local Conservation Commission☒ Board of Selectman☐ Mayor and City Council☒ Zoning Authority☒ Planning Board

and has been sent by certified mail to: (please check)

☒ Abutters☐ Interested Parties☒ Landowner (if not applicant)

BOX B:

If site address is different from mailing address:

Site Address of the structures

625 KINGSBURY BEACH RD.

City/Town

EASTHAM

State

MA

Zip Code

02642

County

BARNSTABLE

BOX C:

If the applicant is different than the owner:

Owner

Anthony G. Vicinanza

Engineer/Agent

Laura Schufeldt

NOTE: This License is not valid until such time as it has been numbered and signed by the appropriate State officials (see page 5) and recorded at the Registry of Deeds.

USE: The structures authorized herein shall be for private non-commercial use of the licensee. The structures shall not be used for commercial purposes, leased, rented or otherwise let for compensation. Any change in use shall require an amendment to this license by the Department. The structures authorized herein shall be limited to the following uses: noncommercial docking and boating access to navigable waters.

TERM: This License will expire fifteen (15) years from the date of License issuance. By written request of the Licensee for an amendment, the Department may grant a renewal for the term of years not to exceed that authorized in the original license.

WATERWAYS CONDITIONS:

1. **ACCESS:** In accordance with any License condition, easement, or other public right of lateral passage that exists in the area of the subject property lying between the high and low water marks" or "below the ordinary high water mark", the Licensee shall allow the public in the exercise of such rights to pass freely over, under or around all structures within such (intertidal) area. Accordingly, the Licensee shall place and maintain, in good repair, a public access sign on the easterly/westerly or northerly/southerly sides of the pier/dock, authorized herein or at each property line, adjacent to the high water shoreline. Said signs shall comply with the Department's signage guidelines (see instructions) and shall be posted immediately upon license issuance or completion of construction. Nothing in this condition shall be construed as preventing the Licensee from excluding the public from portions of said structure(s) or property not intended for lateral passage.

In partial compensation for the private use of structures and/or fill on tidelands and/or private tidelands and/or Great Ponds which interferes with the rights of the public to use such lands, the Licensee shall allow the public to pass on foot, for any purpose and from dawn to dusk, within the area of the subject property lying seaward of the high water mark or, for Great Ponds within the public access way delineated on the License plan/or within 5 feet of the ordinary high water shoreline. This condition shall not be construed to prevent the Licensee from taking reasonable measures to discourage unlawful activity by users of the area intended for public passage, including but not limited to trespassing on adjacent private areas and deposit of refuse of any kind or nature in the water or on the shore. Further, the exercise by the public of free on-foot passage in accordance with this condition shall be considered a permitted use to which the limited liability provisions of M.G.L. c.21, s17c shall apply.

2. This License authorizes structure(s) and/or fill on:

FOR MassDEP USE ONLY

<input type="checkbox"/> Private Tidelands	In accordance with the public easement that exists by law on private tidelands, the Licensee shall allow the public to use and to pass freely upon the area of the subject property lying between the high and low water marks, for the purposes of fishing, fowling, navigation, strolling and the natural derivatives thereof.
<input type="checkbox"/> Commonwealth Tidelands	The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, upon lands lying seaward of the low water mark. The Commonwealth holds said lands in trust for the benefit of the public.
<input type="checkbox"/> Great Pond	The Licensee shall not restrict the public's right to use and to pass freely upon lands lying seaward of the high water mark for any lawful purpose.
<input type="checkbox"/> Navigable River or Stream	The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, in the waterway.

3. Unless otherwise expressly provided by this license, the Licensee shall not limit the hours of availability of any areas of the subject property designated for public passage, nor place any gates, fences, or other structures on such areas in a manner that would impede or discourage the free flow of pedestrian movement thereon. No restriction on the exercise of these public rights shall be imposed unless otherwise expressly provided in this license.

4. Any change in use or any substantial structural alteration of any structure or fill authorized herein shall require the issuance by the Department of a new Waterways License in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized substantial change in use or unauthorized substantial structural alteration of any structure or fill authorized herein shall render this Waterways License void.

5. This Waterways License shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This License may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee and those persons who have filed a written request for such notice with the Department and afforded them a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this Waterways License void and the Commonwealth may proceed to remove or cause removal of any structure or fill authorized herein at the expense of the Licensee, its successors and assigns as an unauthorized and unlawful structure and/or fill.

6. The structures and/or fill authorized herein shall be maintained in good repair and in accordance with the terms and conditions stated herein.

7. Nothing in this Waterways License shall be construed as authorizing encroachment in, on or over property not owned or controlled by the Licensee, except with the written consent of the owner(s) thereof.

8. This Waterways License is granted subject to all applicable Federal, State, County, and Municipal laws, ordinances and regulations including but not limited to a valid final Order of Conditions issued pursuant to G.L. Chapter 131, s.40, the Wetlands Protection Act.

CONSTRUCTION:

9a. The project shall not significantly interfere with littoral or riparian property owners' rights to access and egress their property from the waterway. All structures shall be set back, at a minimum, at least twenty-five (25) feet from abutting property lines, where feasible.

9b. Structures shall not extend beyond the length of existing piers used for similar purposes; in no case shall the length extend more than $\frac{1}{4}$ of the way across a water body and shall conform to the square footage requirements as stated in Construction Condition 9a.

9c. Within areas of salt marsh, structures shall be constructed with a minimum height of 4 feet above ground level measured from the bottom of the stringer, and maximum width of 4 feet, or at a 1:1 ratio so as not to have an adverse impact on the salt marsh or aquatic vegetation. Whereas, the width of the pier maybe equal to but not greater than the height. Any ladders shall be constructed of durable materials, shall be fixed to the pier in such a manner so as not to rest on the marsh, shall have a minimum width of 2.0 feet, and shall have adequate railings extending above the pier/dock decking in order to facilitate safe passage.

9d. When removed, all seasonal structures shall be stored landward of the mean or ordinary high water shoreline, vegetated wetlands, dunes and all wetland resource areas. Said storage shall be in conformance with any applicable local, state or federal requirements.

9e. The float(s) shall be constructed with an appropriate number of piles/pipes, legs or stop blocks attached to the float structural elements in order to maintain at least 24 inches of clearance off the bottom at extreme low tides.

9f. All work authorized herein shall be completed within five (5) years of the date of License issuance. Said construction period may be extended by the Department for one or more one year periods without public notice, provided that the Applicant submits to the Department, thirty (30) days prior to the expiration of said construction period, a written request to extend the period and provides an adequate justification for said extension.

DOCKING OF VESSELS:

10a. Motorized vessels shall be moored stern seaward of the float and shall have a draft no greater than that which provides a minimum of one foot clearance from the bottom at extreme low water. Where eelgrass is present, vessels shall not have any adverse affects on eelgrass in the area.

10b. Vessels shall be moored such that they do not become grounded at any tide.

10c. No dredging (including, but not limited to effects of prop wash) is permitted herein.

10d. No boat moored at any dock may block or unduly impede navigation within the waterway or the use of any adjacent dock.

COMPLIANCE

The Licensee, within sixty (60) days of completion of the licensed project, shall submit a written statement to the Department that the project has been completed in substantial conformance with the conditions and plans of said license, or a copy of the Certificate of Compliance for this project issued pursuant to the Wetlands Protection Act (if the project was previously issued an Order of Conditions or Superseding Order of Conditions under said Act).

This License shall be void unless the License and the accompanying plan(s) are recorded within 60 days from the date hereof, in the Registry of Deeds for the said County.

Acceptance of this Waterways License shall constitute an agreement by the Licensee to conform with all terms and conditions stated herein. This License is granted upon the express condition that any and all other applicable authorizations required due to the provisions hereof shall be secured by the Licensee prior to the commencement of any activity of use authorized pursuant to this License.

FOR MassDEP USE ONLY:**THE COMMONWEALTH OF MASSACHUSETTS**

IN WITNESS WHEREAS, said Department of Environmental Protection have hereunto set their hands on this
_____ day of _____ in the year _____
date month year

Commissioner _____

Program Chief _____

Department of
Environmental
Protection

THE COMMONWEALTH OF MASSACHUSETTS

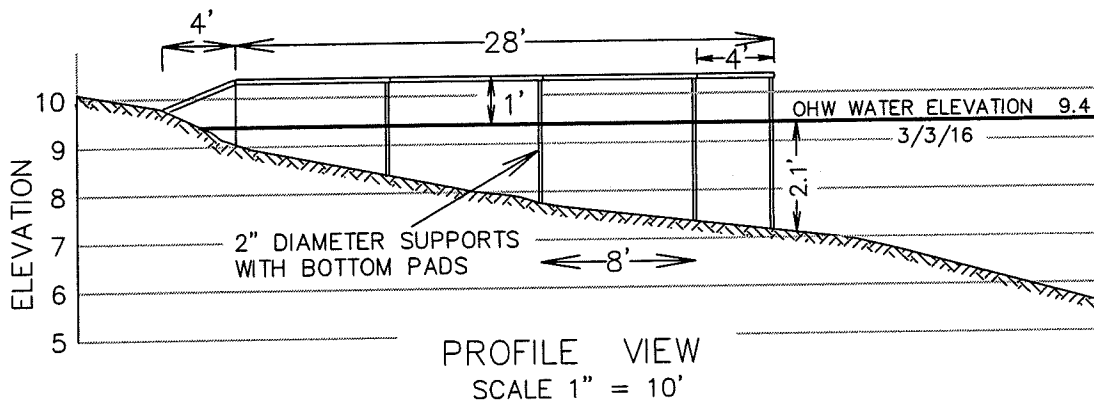
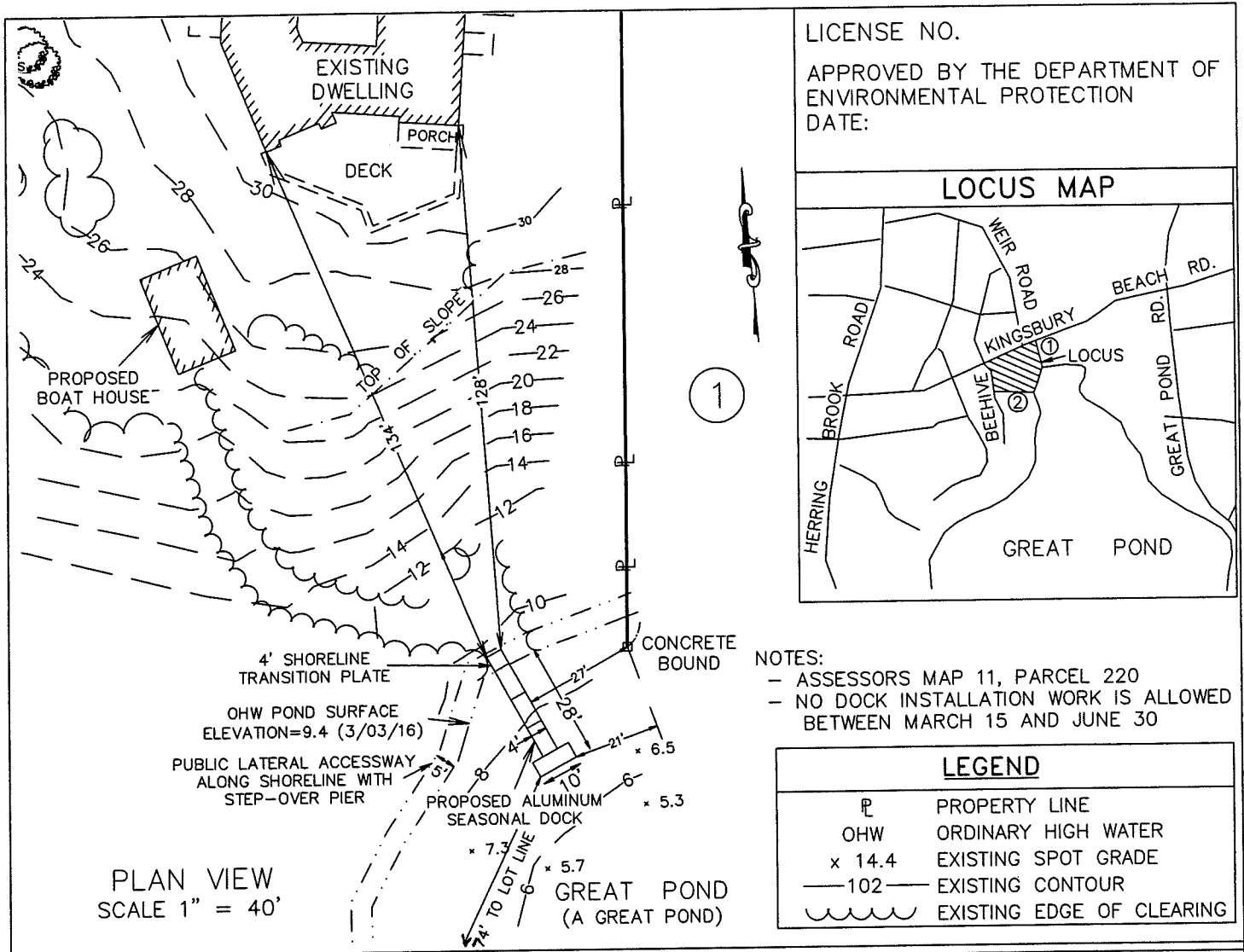
This License is approved in consideration of the payment into the treasury of the Commonwealth by said —
_____ of the further sum of _____ dollars and zero cents (\$ _____ .00)
Applicant Amount

The amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in the land of the Commonwealth.

Boston

Approved by the Governor.

Governor

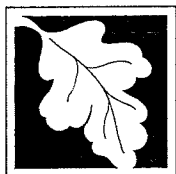


PURPOSE: SIMPLIFIED LICENSING
 DATUM: NGVD 1929
 ADJACENT PROPERTY OWNERS:
 1. JOHN & ELEANOR ULLMAN
 FAMILY TRUST
 2. DACHA NOMINEE TRUST

PLAN ACCOMPANYING
 PETITION OF:
 ANN MAIOCCO, TRUSTEE
 146 PARK AVENUE
 SWARTHMORE, PA 19081

PROPOSED SEASONAL DOCK
 IN GREAT POND
 AT EASTHAM
 COUNTY OF BARNSTABLE, MA
 APPLICATION BY ANTHONY VINCINANZA
 SHEET 1 OF 1, NOVEMBER 15, 2016

0-10553



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
SE 19-1634
MassDEP File #

eDEP Transaction #
Eastham
City/Town

A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Eastham
Conservation Commission
2. This issuance is for (check one):
a. ☒ Order of Conditions b. ☐ Amended Order of Conditions
3. To: Applicant:
a. First Name Anthony b. Last Name Vicinanza
c. Organization Alan Bonnell Trustee, Dorothy H. Bonnell By-Pass Trust
d. Mailing Address 535 Gradyville Road V-203
e. City/Town Newton Square f. State PA g. Zip Code 19073

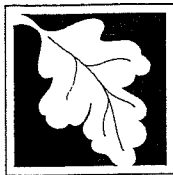
4. Property Owner (if different from applicant):

a. First Name _____ b. Last Name _____
c. Organization _____
d. Mailing Address _____
e. City/Town _____ f. State _____ g. Zip Code _____

5. Project Location:

a. Street Address 625 Kingsbury Beach Road b. City/Town Eastham
c. Assessors Map/Plat Number 11 d. Parcel/Lot Number 220

Latitude and Longitude, if known: d. Latitude _____ e. Longitude _____



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
SE 19-1634
MassDEP File #

eDEP Transaction #
Eastham
City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
Barnstable
a. County 12952 b. Certificate Number (if registered land) 228
c. Book 228 d. Page 228
7. Dates: February 18, 2016 July 12, 2016 August 2, 2016
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
Plan of Land in Eastham, MA Prepared for Anthony Vicinanza, 625 Kingsbury Beach Road
a. Plan Title Schofield Brothers of Cape Cod Robert J. Freeman PLS
b. Prepared By June 3, 2016 c. Signed and Stamped by 1" = 20'
d. Final Revision Date Landscape Plan, The Gathering Place, 625 Kingsbury Beach Road e. Scale May 24, 2016
f. Additional Plan or Document Title g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

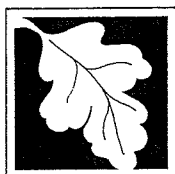
Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a. ☐ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution
d. ☐ Private Water Supply e. ☒ Fisheries f. ☒ Protection of Wildlife Habitat
g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
SE 19-1634
MassDEP File #

eDEP Transaction #
Eastham
City/Town

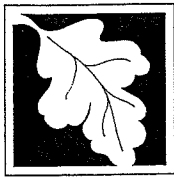
B. Findings (cont.)

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 0'
a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	<u>4</u> a. linear feet	<u>4</u> b. linear feet	<u> </u> c. linear feet	<u> </u> d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	<u>12</u> a. square feet	<u>12</u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways	<u>112</u> a. square feet	<u>112</u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
	<u> </u> e. c/y dredged	<u> </u> f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	<u>112</u> a. square feet	<u>112</u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
Cubic Feet Flood Storage	<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet		
Cubic Feet Flood Storage	<u> </u> c. cubic feet	<u> </u> d. cubic feet	<u> </u> e. cubic feet	<u> </u> f. cubic feet
9. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

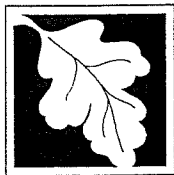
Provided by MassDEP:
SE 19-1634
MassDEP File #

eDEP Transaction #
Eastham
City/Town

B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. ^{cu yd} nourishment	d. ^{cu yd} nourishment
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. ^{cu yd} nourishment	d. ^{cu yd} nourishment
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
SE 19-1634
MassDEP File #

eDEP Transaction #
Eastham
City/Town

B. Findings (cont.)

* #22. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

22. ☐ Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

23. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on **08/02/2019** unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.



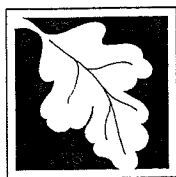
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
SE 19-1634
MassDEP File #

eDEP Transaction #
Eastham
City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,
"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number SE 19-1634 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
SE 19-1634
MassDEP File #

eDEP Transaction #
Eastham
City/Town

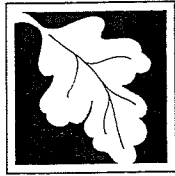
C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order (the "Project") is (1) ☐ is not (2) ☒ subject to the Massachusetts Stormwater Standards. If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
 - iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
 - v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

SE 19-1634

MassDEP File #

eDEP Transaction #

Eastham

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
SE 19-1634
MassDEP File #

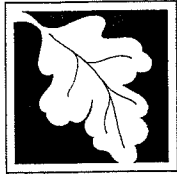
eDEP Transaction #
Eastham
City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

SEE ATTACHED SPECIAL CONDITIONS



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
SE 19-1634
MassDEP File #

eDEP Transaction #
Eastham
City/Town

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No
2. The Eastham hereby finds (check one that applies):
Conservation Commission
- a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Eastham Wetlands Protection Bylaw Article 34, 1980 as amended

1. Municipal Ordinance or Bylaw

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

SEE ATTACHED SPECIAL CONDITIONS



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
SE 19-1634
MassDEP File #

eDEP Transaction #
Eastham
City/Town

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

08-02-2016

1. Date of Issuance

Six

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Thomas Durkin
[Signature]

[Signature]
Shirley A. Gligowski
[Signature]

☐ by hand delivery on

☒ by certified mail, return receipt
requested, on
08-02-2016

Date

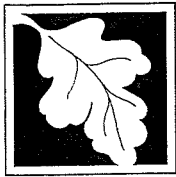
Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

SE 19-1634

MassDEP File #

eDEP Transaction #

Eastham

City/Town

G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Eastham

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Eastham

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

625 Kingsbury Beach Road

Project Location

SE 19-1634

MassDEP File Number

Has been recorded at the Registry of Deeds of:

Barnstable

County

Book

Page

for: Anthony Vicinanza, Dorothy H. Bonnell By-Pass Trust
Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

SPECIAL CONDITIONS FOR ORDER OF CONDITIONS SE 19-1634:

- 19. WORK NOTICE.** The Conservation Commission office shall be notified in writing and by phone forty-eight (48) hours before work starts at 555 Old Orchard Road, Eastham, MA 02642, TEL: 508 240-5971. E-mail: Conservation@eastham-ma.gov.
- 20. INFORMING CONTRACTOR/ENGINEER.** The project engineer and all contractors, including landscape contractors, must be informed of these conditions. The applicant is responsible for compliance with this Order of Conditions. **A COPY OF THE ORDER OF CONDITIONS AND A SET OF APPROVED PLANS MUST BE ON SITE AT ALL TIMES.**
- 21. PRE-CONSTRUCTION MEETING.** The Conservation Agent, Applicant, Contractor and Subcontractors shall meet at 625 Kingsbury Beach Road, just prior to work starting to review the Order of Conditions, limit of work, materials and equipment storage/staging areas, and construction protocol(s). Prior to such meeting, the limit of work shall be installed according to the approved plans and Order of Conditions, the DEP File number shall be installed so as to be clearly visible from the roadway as well as an additional sign to be visible from Great Pond as indicated in the Order of Conditions, and the approved plans and Order of Conditions shall be posted on the site.
- 22. LIMIT OF WORK (L.O.W.).** Straw wattle shall be installed along the limit of work. No access or material storage shall be allowed beyond the approved limit of work included on the plan and delineated in the field. The L.O.W. shall be inspected daily and maintained, pending issuance of the Certificate of Compliance.
- 23. DEP SIGN.** Prior to the pre-construction site meeting and commencement of any activity on the site, a sign that is a minimum of 2'x 2' displaying the following: "DEP file number SE 19-1634" shall be displayed on a stake or post, so as to be visible from the street. Another of the same sign shall be placed on a stake or small 1" by 1" post so as to be visible from the water. The sign shall remain in place until all work is completed including port-project monitoring stabilization and planting survivability monitoring.
- 24. CONTRACTORS AGREEMENT TO FOLLOW ORDER.** This **Order of Conditions** shall be included in all construction contracts, subcontracts and specifications dealing with the work proposed and shall supercede any conflicting contract requirements. The applicant shall assure that all contractors, subcontractors and other personnel performing the permitted work are fully aware of the permit's terms and conditions. Thereafter the contractor will be held jointly liable for any violations of the order resulting from failure to comply with its conditions.
- 25. PLANS.** All details on approved plans shall be strictly adhered to. Any proposed changes to the plan of record shall be reviewed with the Conservation Agent prior, who shall determine if the filing of a revised plan or a new filing is required. It is understood that no other work is to occur on the parcel other than what is shown on the approved plans both within and outside of the buffer zone. Any new activities may require review by the commission of the resource area and activity.
- 26. CONSTRUCTION MATERIALS AND STAGING.** There shall be no storage of construction materials or debris in the resource area. Construction material and all debris of any kind, including stones and timbers, shall be kept in covered containers and shall be removed from the site in a timely manner. The site must be inspected daily by the contractor to ensure there is no loose debris onsite. All loose debris including demolition debris must be stored in a covered container in the driveway and removed when full. When not in use for short or long periods of time, all machinery shall be stored in the designated staging and parking areas. Worker parking area(s), toilet(s), construction materials storage and staging areas shall be located within the boundary of the existing driveway area. Not in the 100' buffer zone.

- 27. INVASIVE SPECIES REMOVAL AND NATIVE PLANT RESTORATION.** All areas shall be managed according to the "*Landscape Plan*" by *Kimberly Mercurio Landscape Architecture* for 625 Kingsbury Beach Road. The mitigation planting plan as shown on the approved plan shall be completed during or immediately following substantial completion of the construction portion of the project in the sizes and planting types as indicated. Any deviations from the approved plan require prior approval of the Conservation Commission. The Conservation Commission may reserve the right to delay issuance of a Certificate of Compliance for two to three growing seasons to ensure a 90% survival rate of planted vegetation. Mitigation and restoration plants shall be no less than noted on the approved plan. All plantings shall be marked in the field for identification and monitoring. The applicant is responsible for any vegetation mortality prior to the issuance of a Certificate of Compliance. Any work or shifting of the timetable for this project shall include notification of the Conservation Commission. No herbicides shall be used and invasives are to be removed by hand. Vista Pruning is not permitted under this Order of Conditions. Future vista pruning will require an approved Order of Conditions from the Conservation Commission.
- 28. LANDSCAPE RESTRICTIONS.** No fertilizer or chemical biocides, such as pesticides, rodenticides, or herbicides, shall be used within the buffer zone or resource area. Above ground temporary irrigation is allowed during the first 2-3 growing season to allow for plant establishment and shall be immediately removed no later than after the third growing season. Permanent underground irrigation systems are prohibited.
- 29. ONE TIME MULCHING.** Only one mulching of natural dye-free mulch immediately around new plantings is approved. Spreading of loam and mulch beds is not permitted.
- 30. RESOURCE AREA.** The approved plan for this Order of Conditions does not necessarily constitute acceptance of the resource area boundaries for any work not described herein. For any additional work not described in the Notice of Intent, the commission may require new plans and/or delineations as it deems appropriate.
- 31. POLICY ON PRESSURE TREATED LUMBER.** The use of pressure treated lumber is prohibited. Alternative(s) shall be used and approved by the Conservation Agent.
- 32. LIABILITY.** The applicants, and/or owners, agree that the allowance of the construction of the particular structure by the issuance of the permit shall not in any way obligate the town or any state or federal agency to protect the structure from the natural forces of storm damage, erosion, and flood hazard, nor to furnish a suitable fresh water drinking source.
- 33. SEASONAL DOCK.** Dock installation/work is prohibited from March 15th through June 30th per Division of Marine Fisheries recommendations. The dock shall be entirely seasonal. The dock shall be stored in an upland No Mow Lawn area location during the fall and winter months annually. Electricity and other utilities are not permitted on or adjacent to the dock. Hazardous materials such as gasoline shall not be stored on or around the dock. The owners name shall be displayed on the dock. Any changes to the configuration or repairs to the dock may require an additional permit from the conservation commission. If a motor boat is to be berthed at the dock, the owner is responsible with complying with the Eastham Ponds Bylaw, including horsepower restrictions. The dock is approved to be 28' in total length and no greater than 4' wide and composed of aluminum. Storage of canoes, kayaks, or the like is not permitted at the edge of the pond. They shall be berthed at the dock or in an upland location. Racks may not be installed.
- 34. CHAPTER 91 LICENCE.** The proposed structure shall require a Chapter 91 Waterways License from the Mass DEP Division of Waterways. A copy of the license shall be submitted to the conservation office prior to installing the dock.

- 35. MAINTENANCE.** Maintenance activities after the project timeline shall be approved by the conservation commission. Alterations to the work sequencing or project timeline shall be approved prior by the conservation commission.
- 36. ONGOING MAINTENANCE.** After the first three years from the project commencement, the use of herbicides is not permitted unless the type of herbicide and use is permitted by the conservation commission in an on-going case by case basis as the knowledge and information of herbicide products changes over time.
- 37. NO HARDENING OR MORTAR.** All driveway, walkway and other landscape/hardscape areas within the buffer zone shall not use hardner, blue stone dust, or mortar.
- 38. PLANTING RESTORATION.** Implementation of the restoration and mitigation plan shall begin immediately following substantial completion of removal of invasive vegetation. The restoration plan shall be completed in its entirety. Any plant substitutions shall be submitted to the conservation office in writing prior to installation.
- 39. QUALIFIED CONTRACTORS.** The approved project shall be entirely conducted and completed by professional qualified contractors whose business and experience includes removing and installing docks, invasive species removal, working on steep slopes near wetlands in or near Eastham. Except after initial installation of the dock and initial removal and follow-up invasive removals, the dock may be removed/installed by the homeowner, unless or until the design/materials changes as approved by the conservation commission.
- 40. IRRIGATION.** Above ground temporary irrigation is allowed during the first 2-3 growing seasons to allow for plant establishment and shall be immediately removed no later than after the third growing season. Permanent underground irrigation systems are prohibited in the buffer zone.
- 41. CERTIFICATE OF COMPLIANCE.** A request for a Certificate of Compliance shall be requested prior to the expiration date from the issuance of this permit within three years of the issuance of this Order of Conditions. If the project is not complete, a request for an extension permit shall be filed prior to the expiration of the permit.
- 42. APPROVED PLANS AND SUPPORTING DOCUMENTS.** All details on approved plans listed below must be strictly adhered to:
- a. *Plan of Land Prepared for Anthony Vicinanza, 625 Kingsbury Beach Road, Eastham, MA, 02642*, by Schofield Brothers of Cape Cod, prepared, prepared by Robert J. Freeman PLS., dated February 15, 2016, Revised June 3, 2016, Scale: 1" = 20'.
 - b. *The Gathering Place, 625 Kingsbury Beach Road, Eastham, MA*, by Kimberly Mercurio Landscape Architecture, dated May 24, 2016, Scale 1" = 20'.
 - c. *Narrative and Summary*, by Schofield Brothers of Cape Cod, Updated April 15, 2016.