1. No Agenda

   There is no agenda available for this meeting. Please review the minutes.

2. Meeting Materials

   Documents:

   WARRANT (PDF).PDF
   REPORT AND RECOMMENDATIONS BOOK (PDF).PDF
   MOTIONS AS VOTED (PDF).PDF

# 2022 SPECIAL TOWN MEETING WARRANT
Tuesday, June 21, 2022

To the Town Clerk of the Town of Plymouth, Commonwealth of Massachusetts:

**GREETINGS:**
In the name of the Commonwealth, you are directed to notify and warn the Inhabitants of Plymouth, qualified to consider and vote on articles at the Special Town Meeting of the Town of Plymouth, to meet virtually by remote participation on Tuesday, the Twenty-First day of June 2022, at 6:00 PM, with information necessary for the Moderator, Town Meeting members, Town officials and interested members of the public to access and witness the deliberations and actions taken at the Town Meeting remotely as follows:

Town Meeting members will be using telecast through Zoom Webinar videoconferencing platform for their deliberations and they will be using V-Voter to take actions.

Town Officials will provide information through the Zoom Webinar videoconferencing platform.

Interested members of the public will be able to view the meeting through PACTV, Channel 15 (Comcast) or Channel 47 (Verizon) or pactv.org/live. Individuals not otherwise lawfully entitled to speak will have the opportunity to speak through the Zoom Webinar videoconferencing platform with 48-hours advanced notice given to and permission granted by the Town Moderator.

Registered Town of Plymouth voters wishing to participate in the remote Special Town Meeting shall submit a request to participate in the Meeting to the Town Clerk not less than forty-eight (48) hours in advance of the Town Meeting scheduled for Tuesday, June 21, 2022 commencing at 6:00 PM. Upon receipt of the request and verification of the requester's voter registration status, the Town Clerk shall provide to the requester instructions for participating in the remote Town Meeting.

To act on the following articles to wit:

**ARTICLE 1: Acquisition of Property .**

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift, eminent domain or otherwise for open space and/or recreational purposes and/or general municipal purposes, and to accept the deed to the Town of Plymouth of a fee simple interest in land located at 46 Sandwich Road in the Town of Plymouth, composed of 24.4 acres more or less, being shown on Assessors Map 47 Lot 8, Parcel ID 047-000-008-000, said land to be held under the care, custody and control of the Select Board; and further to authorize the Select Board to grant a conservation restriction in said property or a portion thereof in accordance with G.L. c.44B, §12, meeting the requirements of G.L. c.184, §31-33; and to authorize the Select Board, on behalf of the Town, to enter into all agreements and execute any and all instruments as may be necessary to effect said acquisition; and further, to appropriate a sum of money to undertake such acquisition; and to meet this appropriation to raise, borrow, or transfer from available funds including, but not limited to, a transfer of a sum of money from Community Preservation Act Fund; or to take any other action relative thereto

**SELECT BOARD**

**ARTICLE 2: Hybrid Town Meetings.**

To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation, substantially as set forth below, in regards to holding hybrid town meetings; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition; or take any other action relative thereto.

SECTION 1. Subsection (a) of section 26 of chapter 22 of the acts of 2022 is hereby amended by inserting, after the first sentence, the following new sentence:- For purposes of this section, the use of the term "remote participation" shall include remote representative town meetings that allow, but do not require, in-person participation, with such remote representative town meetings to be referred to as hybrid remote town meetings; any request submitted by a town moderator for a hybrid town meeting must specifically so state.

SECTION 2. All actions taken during a hybrid remote town meeting held pursuant to section 26 of said chapter 22 and this act, or consistent with said section 26 and this act prior to its passage, are hereby ratified, validated and confirmed to the same extent as if the town meeting had been conducted in person or fully remote and such actions are in accordance with all other applicable general and special laws, charter provisions, and by-laws.

SECTION 3. This act shall take effect upon its passage.

**SELECT BOARD**

**ARTICLE 3: Lease of Town Property for Telecommunications Purposes.**
To see if the Town will vote to transfer the care, custody, management and control of the property described below from the Select Board for wastewater and any other purposes for which the property is held to the Select Board for such purposes and for the additional purpose of leasing for telecommunications purposes; and to authorize the Select Board to enter into such a lease or leases for telecommunications purposes, for all or a portion of the property located at 131 Camelot Drive, shown as Lot 24-2 on Plymouth Assessors Map 83, further described in an Order of Taking recorded with the Plymouth County Registry of Deeds on Page 215 of Book 16335, upon such terms and conditions as the Select Board determine to be appropriate, such lease or leases to exceed three years; and to authorize the Select Board to grant such non-exclusive access and utility easements as the Select Board deems appropriate in support of such uses; and to further authorize the Select Board to enter into such agreements and execute such instruments as may be necessary to effectuate the purposes of this article; or take any other action relative thereto.
**FIRE DEPARTMENT**

**ARTICLE 4: Citizens Petition – Bylaw**
To see if the Town will vote to amend the Town General Bylaw, Wetlands Protection, Chapter 196, § 196-5 A, Adoption of regulations and fee schedule, to add a sentence to the end of the paragraph A that says: ***These rules, regulations, design specifications and policy guidelines or amendments adopted by the Commission must be approved by a vote of Town Meeting, or take any other action relative thereto.***
**By Petition: J. Randolph Parker Jr. et al**

**ARTICLE 5: Citizens Petition – Bylaw**
To see if the Town will vote to amend the Town General Bylaws, Wetlands Protection, §196-6, Exceptions, to add §199-6 paragraph D that says: ***A permit and application shall not be required for residential lots or structures existing prior to March 27, 1973 or take any other action relative thereto.***
**By Petition: J. Randolph Parker Jr. et al**

And you are hereby required to serve this warrant in the manner prescribed by vote of the Town by posting notice thereof fourteen (14) days at least before such meeting in the Town Hall, in the Town's Libraries and posted on the Town's website, and make return thereof with your doings thereon at the time and places above mentioned.

Given under our hands this 24th day of May 2022.

Approved as to Legal Form

_____
Town Counsel

SELECT BOARD

_____
Richard Quintal, Chairman

_____
Betty Cavacco, Vice Chairman

_____
Patrick Flaherty

_____
Harry Helm

_____
Charlie Bletzer

Plymouth, ss.

Pursuant to the foregoing Warrant, I have this day notified and warned the Inhabitants of Plymouth qualified to vote in elections and Town affairs to meet virtually by remote participation on Tuesday, the Twenty-First Day of June, 2022, at 6:00 PM to conduct the Special Business Meeting of the Town of Plymouth, by posting copies of this Warrant in the Town Hall in the town's libraries and posted on the town's website seven days at least before such meeting.

---------- ----------

Signature
Town Clerk

Date & Time
Posted

TOWN OF PLYMOUTH

# REPORT & RECOMMENDATIONS OF THE ADVISORY AND FINANCE COMMITTEE

**Presented at the**
**June 21, 2022**

# SUMMER SPECIAL TOWN MEETING

**SUMMER SPECIAL TOWN MEETING**
**June 21, 2022**
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# REPORT & RECOMMENDATIONS

## REPORT & RECOMMENDATIONS OF THE ADVISORY & FINANCE COMMITTEE

**Summer Special Town Meeting - Tuesday, June 21, 2022**

**ARTICLE 1: Acquisition of Property**.
To see if the Town will vote to authorize the Select Board to acquire by purchase, gift, eminent domain or otherwise for open space and/or recreational purposes and/or general municipal purposes, and to accept the deed to the Town of Plymouth of a fee simple interest in land located at 46 Sandwich Road in the Town of Plymouth, composed of 24.4 acres more or less, being shown on Assessors Map 47 Lot 8, Parcel ID 047-000-008-000, said land to be held under the care, custody and control of the Select Board; and further to authorize the Select Board to grant a conservation restriction in said property or a portion thereof in accordance with G.L. c.44B, §12, meeting the requirements of G.L. c.184, §31-33; and to authorize the Select Board, on behalf of the Town, to enter into all agreements and execute any and all instruments as may be necessary to effect said acquisition; and further, to appropriate a sum of money to undertake such acquisition; and to meet this appropriation to raise, borrow, or transfer from available funds including, but not limited to, a transfer of a sum of money from Community Preservation Act Fund; or to take any other action relative thereto
**SELECT BOARD**

**RECOMMENDATION: Not Recommended (5-6-0)**
The Advisory & Finance Committee recommends that Town Meeting does not approve Article 1. This was a close vote after a lengthy presentation and question and answer session. The Town outlined their desire to purchase this property now for a future municipal use. The presentation said the most likely future municipal use for the parcel was as a location on which to construct a new Fire Department Headquarters and Police Department building. The current Fire Department Headquarters has numerous problems and the Town has been looking to replace it for some time. The current Police Department will need to either be significantly renovated or replaced within the next 5 to 10 years to meet the needs of our growing community, and Chief Flynn worries that the present location of the Department does not have the room for the current structure to be adequately renovated. The CPC voted to contribute $600,000 towards the $3.75 million purchase price to preserve 10.36 acres, all of which would not be needed for the Fire or Police Department's projects on the parcel, as Open Space. The Fire and Police Department projects are not part of this article, and would require future Town Meeting action to be undertaken at a later date. While some members of the Committee were in favor of purchasing this property consistent with this plan, a majority was not able to support the proposal as it was presented to us. There was inconsistent messaging by some speaking on behalf of the Town that suggested the parcel may be used for a cemetery rather than as a site for the Fire and Police Departments and/or that a conservation restriction on the land was perhaps an undesirable restriction on potential future municipal uses. These uncertainties, when paired with the purchase price, prevented a majority of the Committee from supporting the article.

**ARTICLE 2: Hybrid Town Meetings**.
To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation, substantially as set forth below, in regards to holding hybrid town meetings; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition; or take any other action relative thereto.

> SECTION 1. Subsection (a) of section 26 of chapter 22 of the acts of 2022 is hereby amended by inserting, after the first sentence, the following new sentence:- For purposes of this section, the

use of the term “remote participation” shall include remote representative town meetings that allow, but do not

require, in-person participation, with such remote representative town meetings to be referred to as hybrid remote town meetings; any request submitted by a town moderator for a hybrid town meeting must specifically so state.

SECTION 2. All actions taken during a hybrid remote town meeting held pursuant to section 26 of said chapter 22 and this act, or consistent with said section 26 and this act prior to its passage, are hereby ratified, validated and confirmed to the same extent as if the town meeting had been conducted in person or fully remote and such actions are in accordance with all other applicable general and special laws, charter provisions, and by-laws.

SECTION 3. This act shall take effect upon its passage.

**SELECT BOARD**

**RECOMMENDATION: Approval (9-0-2)**

The Advisory & Finance Committee recommends Town Meeting approve Article 2. Approval of this article will authorize the Select Board to petition the Massachusetts General Court for special legislation, substantially as set forth below this explanation, in regards to holding hybrid town meetings. This home rule petition, once enacted into law, would give Plymouth the option to hold hybrid or entirely virtual Town Meetings, with no sunset clause or expiration date on this ability. The Moderator would have to request which type of Town Meeting to hold, the Select Board would have to approve that format selection, and Town Meeting would have to authorize that business be conducted in the selected format manner before any other business is taken up in that Town Meeting. This maintains the basic structure of the procedure used since the outbreak of the pandemic that Town Meeting is familiar with, but will permit Town Meetings to be conducted in the much-requested hybrid format safe from legal challenge. The specific text of the petitioned special legislation is as follows:

SECTION 1. Notwithstanding the provisions of section 10 of chapter 39 or of any general or special law, charter provision, or by-law to the contrary, the town of Plymouth shall hereby be authorized to hold remote representative town meetings. For purposes of this act, the term “remote” shall include those representative town meetings that allow, but do not require, in–person participation, also referred to as “hybrid” representative town meetings. A remote meeting may be held in accord with the process set forth in this act.

SECTION 2. The moderator may request, in writing, that the select board hold a remote representative town meeting. The moderator’s request to hold a remote representative town meeting shall also include: (i) the video or telephone conferencing platform the moderator or the moderator’s designee has determined to use to hold the town meeting; (ii) confirmation that the moderator or the moderator’s designee has consulted with the local disability commission or coordinator for federal Americans with Disabilities Act compliance; and (iii) a certification by the moderator or the moderator’s designee that: (A) the video or telephone conferencing platform has been tested; and (B) the platform satisfactorily enables the town meeting to be conducted in substantially the same manner as if the meeting occurred entirely in person at a physical location and in accordance with the operational and functional requirements set forth in this section.

SECTION 3. A video or telephone conference platform used by a remote representative town meeting shall, at minimum, provide for: (i) the moderator, town meeting members, town officials and any other interested members of the public to identify and hear the moderator and each town meeting member who attends and participates in the remote representative town meeting, as well as any other individuals who participate in that meeting; (ii) confirmation that a quorum is present; (iii) a town meeting member, town official or other individual to request recognition by the moderator without prior authorization; provided, however, that to the extent technologically feasible, the request is visible or audible to the public in real time and upon review of the recording of the town meeting proceedings, preserved according to section (h); (iv) the moderator to determine when a town meeting member wishes to be recognized to speak, make a motion, raise a point of order or object to a request for unanimous consent; (v) the moderator to recognize a town meeting member, town official or other individual to speak and to enable that person to speak; (vi) the ability to conduct a roll call vote; (vii) any interested members of the public to access the meeting remotely for purposes of witnessing the deliberations and actions taken at the town meeting; and (viii) the town meeting to be recorded. Registered voters residing in the town who are not representative town meeting members shall submit a request to participate to the town clerk not less than 48 hours in advance of the town meeting. Upon receipt of the request and verification of the requester's voter registration status, the clerk shall provide to the requester instructions for participating in the remote town meeting.

SECTION 4. Not later than 20 business days following receipt of a written request by the moderator for remote participation at a town meeting pursuant to subsection (a), the select board shall vote to determine if the town meeting shall be held remotely by means of the video or telephone conferencing platform requested by the moderator.

SECTION 5. (a) If the select board votes to approve the request of the moderator and the select board has already issued a warrant pursuant to section 10 of chapter 39 of the General Laws, the select board shall, at the same meeting of the board, approve and issue, in consultation with the moderator, a notice that expressly states: (i) that the town meeting shall be held remotely by means of the video or telephone conferencing platform requested by the moderator; (ii) the date and time of the meeting; and (iii) reference to the town website and town clerk's office to access any information necessary to witness the deliberations and actions taken at the town meeting remotely. The notice issued by the select board shall be: (i) accompanied by the written request of the moderator submitted to the select board subsection (a); (ii) filed and posted in accordance with the requirements of subsection (b) of section 10A of chapter 39 of the General Laws; (iii) made available to each town meeting member; and (iv) publicly posted not less than 10 days before the scheduled date of the remote town meeting; provided, however, that the 10-day posting requirement may be waived by the select board if the moderator makes the request for a remote representative town meeting within that period, in which case, notice shall be posted forthwith and as otherwise required by this section. The notice may include a date, time and place for the town meeting to be resumed if the representative town meeting does not vote to hold the meeting remotely pursuant to section 7.

(b) If the select board votes to approve the request of the moderator for remote representative town meeting and has not yet issued a warrant for a town meeting, the select board shall approve and issue a warrant for town meeting pursuant to section 10 of said chapter 39, which warrant shall have attached thereto the moderator's request and declaration, and the notice as required in section 5(a).

SECTION 6. Not later than 5 business days after a vote of the select board to approve the request of the moderator to hold a remote representative town meeting, the town clerk shall submit to the attorney general certified copies of the vote and the written request and declaration of the moderator.

SECTION 7. Following the establishment of a quorum, and prior to taking up any other business at a remote representative town meeting, the representative town meeting members shall vote whether to hold the meeting remotely as requested by the moderator and approved by the select board. If the representative town meeting votes to conduct the town meeting remotely, then the business of the meeting may be acted upon. If the representative town meeting rejects the holding of a remote representative town meeting, then the meeting shall be adjourned by operation of law and without any further action to the date, time and place specified in the notice or warrant issued under section 5, or, if such information does not appear in the notice or warrant issued under section 5, the moderator, following consultation with the select board, shall declare the continuation of the meeting to a specific date, time, and physical location.

SECTION 8. Any roll call vote taken at a remote representative town meeting shall be taken by any means the moderator determines accurately and securely records the votes of those entitled to vote at the meeting, including, but not limited to, roll call vote, electronic voting, voting by ballot, voting by phone or any combination thereof. The vote of each town meeting member on a roll call vote shall be recorded and kept with the minutes of the town meeting.

SECTION 9. A representative town meeting held remotely pursuant to this section shall be recorded and the recording shall be preserved and made publicly available on the town's website for not less than 90 days after the conclusion of the remote town meeting.

SECTION 10. All actions taken during a remote town meeting held consistent with the requirements set forth in this act are hereby ratified, validated and confirmed to the same extent as if this act had been in place prior thereto.

SECTION 11. This act shall take effect upon its passage.

**ARTICLE 3: Lease of Town Property for Telecommunications Purposes.**
To see if the Town will vote to transfer the care, custody, management and control of the property described below from the Select Board for wastewater and any other purposes for which the property is held to the Select Board for such purposes and for the additional purpose of leasing for telecommunications purposes; and to authorize the Select Board to enter into such a lease or leases for telecommunications purposes, for all or a portion of the property located at 131 Camelot Drive, shown as Lot 24-2 on Plymouth Assessors Map 83, further described in an Order of Taking recorded with the Plymouth County Registry of Deeds on Page 215 of Book 16335, upon such terms and conditions as the Select Board determine to be appropriate, such lease or leases to exceed three years; and to authorize the Select Board to grant such non-exclusive access and utility easements as the Select Board deems appropriate in support of such uses; and to further authorize the Select Board to enter into such agreements and execute such instruments as may be necessary to effectuate the purposes of this article; or take any other action relative thereto.
**FIRE DEPARTMENT**

**RECOMMENDATION: Approval (Unanimous 11-0-0)**
The Advisory & Finance Committee recommends Town Meeting approve Article 3. Approval of this article will transfer the care, custody, management and control for all, or a portion of, the property located at 131 Camelot Drive, shown as Lot 24-2 on Plymouth Assessors Map 83 for the purpose of leasing for

telecommunications purposes and open up a new potential revenue source for the Town at this location. Similar lease agreements have been entered into with private companies at other locations in Town and those arrangements generate between $35,000 and $64,000 in revenue per location annually. Revenue obtained through these lease agreements goes into the General Fund.

**ARTICLE 4: Citizens Petition – Bylaw**
To see if the Town will vote to amend the Town General Bylaw, Wetlands Protection, Chapter 196, § 196-5 A, Adoption of regulations and fee schedule, to add a sentence to the end of the paragraph A that says: ***These rules, regulations, design specifications and policy guidelines or amendments adopted by the Commission must be approved by a vote of Town Meeting, or take any other action relative thereto.***
**By Petition: J. Randolph Parker Jr. et al**

**RECOMMENDATION: Not Recommended (Unanimous 0-10-0)**
The Advisory & Finance Committee recommends that Town Meeting does not approve Article 4. This article seeks to require the rules, regulations, and other regulatory responsibilities of the Conservation Commission to be approved by Town Meeting before they take effect. Town Meeting has previously voted to relieve itself of such responsibility. Concerns were expressed to the Committee that restoring such a process would significantly complicate the regulatory process, prevent the Commission from effectively responding to developments outside of the Town Meeting calendar, and interfere with the ability of trusted Commission members with expertise to do their job of protecting Plymouth's wetlands and water effectively.

**ARTICLE 5: Citizens Petition – Bylaw**
To see if the Town will vote to amend the Town General Bylaws, Wetlands Protection, §196-6, Exceptions, to add §199-6 paragraph D that says: ***A permit and application shall not be required for residential lots or structures existing prior to March 27, 1973 or take any other action relative thereto.***
**By Petition: J. Randolph Parker Jr. et al**

**RECOMMENDATION: Not Recommended (Unanimous 0-10-0)**
The Advisory & Finance Committee recommends that Town Meeting does not approve Article 5. This article would seek to introduce a grandfather clause for all residential lots and structures that existed prior to March 27, 1973. The ramifications of introducing a grandfather clause to parcels that would be transferable from one property owner to the next 49 years after the fact may be incalcuable, given the scope of the proposal, but the signifcant potential for wide-reaching harm by such an act was unpalatable to the Committee.

# ROLL CALL VOTING CHARTS

## ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART

**Y** - For
**N** - Against
**A** - Abstain **R** - Recuse
**X** - Absent
**Ch** - Chair did not vote

| | **ARTICLES** | Eugene Blanchard | Gail Butler | Kevin Canty | Brian Dunn | Robert Eisenstein | Karen Hamilton | Joseph Lalley | William Marani | Lawrence McGrath | Steve Nearman | Donald Piatt | Ashley Shaw | Bethany Rogers | Evelyn Strawn | Robert Zupperoli | **VOTE TOTAL** FOR-AGAINST-ABSTAIN |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Acquisition of Property | X | N | Ch | Y | X | Y | N | Y | X | N | Y | N | N | N | Y | **5-6-0** |
| 2 | Hybrid Town Meetings | X | Y | Ch | Y | X | Y | Y | Y | X | A | Y | Y | Y | Y | A | **9-0-2** |
| **3** | Lease of Town Property for Telecommunications Purposes | X | Y | Ch | Y | X | Y | Y | Y | X | Y | Y | Y | Y | Y | Y | **11-0-0** |
| **4** | Citizens Petition - Bylaw | X | N | Ch | N | X | N | N | X | X | N | N | N | N | N | N | **0-10-0** |
| **5** | Citizens Petition - Bylaw | X | N | Ch | N | X | N | N | X | X | N | N | N | N | N | N | **0-10-0** |

# ARTICLE SUPPORTING DOCUMENTATION

# ARTICLE 1:

**ARTICLE 1: Acquisition of Property**.
To see if the Town will vote to authorize the Select Board to acquire by purchase, gift, eminent domain or otherwise for open space and/or recreational purposes and/or general municipal purposes, and to accept the deed to the Town of Plymouth of a fee simple interest in land located at 46 Sandwich Road in the Town of Plymouth, composed of 24.4 acres more or less, being shown on Assessors Map 47 Lot 8, Parcel ID 047-000-008-000, said land to be held under the care, custody and control of the Select Board; and further to authorize the Select Board to grant a conservation restriction in said property or a portion thereof in accordance with G.L. c.44B, §12, meeting the requirements of G.L. c.184, §31-33; and to authorize the Select Board, on behalf of the Town, to enter into all agreements and execute any and all instruments as may be necessary to effect said acquisition; and further, to appropriate a sum of money to undertake such acquisition; and to meet this appropriation to raise, borrow, or transfer from available funds including, but not limited to, a transfer of a sum of money from Community Preservation Act Fund; or to take any other action relative thereto
**SELECT BOARD**

**RECOMMENDATION: Not Recommended (5-6-0).**
The Advisory & Finance Committee recommends that Town Meeting does not approve Article 1. This was a close vote after a lengthy presentation and question and answer session. The Town outlined their desire to purchase this property now for a future municipal use. The presentation said the most likely future municipal use for the parcel was as a location on which to construct a new Fire Department Headquarters and Police Department building. The current Fire Department Headquarters has numerous problems and the Town has been looking to replace it for some time. The current Police Department will need to either be significantly renovated or replaced within the next 5 to 10 years to meet the needs of our growing community, and Chief Flynn worries that the present location of the Department does not have the room for the current structure to be adequately renovated. The CPC voted to contribute $600,000 towards the $3.75 million purchase price to preserve 10.36 acres, all of which would not be needed for the Fire or Police Department's projects on the parcel, as Open Space. The Fire and Police Department projects are not part of this article, and would require future Town Meeting action to be undertaken at a later date. While some members of the Committee were in favor of purchasing this property consistent with this plan, a majority was not able to support the proposal as it was presented to us. There was inconsistent messaging by some speaking on behalf of the Town that suggested the parcel may be used for a cemetery rather than as a site for the Fire and Police Departments and/or that a conservation restriction on the land was perhaps an undesirable restriction on potential future municipal uses. These uncertainties, when paired with the purchase price, prevented a majority of the Committee from supporting the article.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of May ____, 2022 (the "Effective Date").

1. PARTIES

(a) **MEGRYCO, INC., a Massachusetts corporation,** having an address of 22 ½ Whiting Street, Plymouth, Massachusetts 02360, hereinafter called the **"SELLER"** agree to sell and **THE TOWN OF PLYMOUTH, a Municipal corporation,** acting by and through its **SELECT BOARD**, having a mailing address of 26 Court Street, Plymouth, Massachusetts 02360, hereinafter collectively called the "**BUYER**" or "**PURCHASER**", agrees to buy upon the terms and conditions hereafter set forth the Premises described in Paragraph 2 hereof.

2. DESCRIPTION

(a) The premises which are the subject of this Agreement is the land with improvements thereon known as 46 Sandwich Road, Plymouth Massachusetts 02360 (Plymouth Assessor's Parcel 047-000-008-000), consisting of approximately 24.38 acres and being further described as "Fourth Tract" conveyed pursuant to deed recorded with Plymouth County Registry of Deeds in Book 17658, Page 265 (the "Premises").

3. TITLE DEED

(a) The Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER and said deed shall convey a good and clear record and marketable title to the Premises, free from encumbrances, except:

(i) Provisions of existing building and zoning laws;

(ii) Any liens for municipal betterments assessed after the date of this Agreement;

(iii) Real estate taxes for the current period which shall be adjusted pursuant to Paragraph 13 hereof;

(iv) Easements or rights of use in favor of utilities or municipalities which benefit the Premises and which are for electric, gas, telephone, water, sewer service and maintenance;

(v) Such state of facts as would be shown on an accurate survey of the Premises; and

(vi) Easements, restrictions, covenants, takings and agreements of record which are not otherwise set forth in this Paragraph 3 and which do not unreasonably interfere with or prohibit BUYER's intended use of said Premises.

4. PURCHASE PRICE

(a) The total purchase price for the Premises is Three Million Seven Hundred Fifty Thousand ($3,750,000.00) Dollars of which:

(i) Three Hundred Seventy-Five Thousand and 00/100 Dollars ($375,000.00) shall be paid to D'Ambruoso Law, LLC as a deposit within fifteen (15) days following the conclusion of the 2022 Summer Special Town Meeting, subject to approval of the transaction contemplated hereby at the 2022 Summer Special Town Meeting (see Section 29 hereof) (the "Deposit"), to be held in trust as an earnest money deposit in accordance with the terms of this Agreement;

(ii) Three Million Three Hundred Seventy-Five Thousand and 00/100 Dollars ($3,375,000.00) shall be paid at the time of the delivery of deed by a treasurer's check issued by the Town of Plymouth or attorney's IOLTA check or wire transfer of good funds.

5. TIME FOR PERFORMANCE; DELIVERY OF DEED

(a) Such Deed is to be delivered at 10:00 A.M. within thirty (30) days following the conclusion of the 2022 Summer Special Town Meeting (see Section 29 hereof), at the Plymouth County Registry of Deeds unless otherwise agreed upon in writing (the "Closing" or the "Closing Date"). It is agreed that time is of the essence of this Agreement.

6. POSSESSION AND CONDITION OF PREMISES

(a) Possession of the Premises free of any tenants, lessees and occupants, and any and all personal property that the BUYER does not desire to include with the purchase, is to be delivered to the BUYER at Closing. Any buildings or structures on the premises shall be delivered "broom clean" with any and all trash or debris having been removed by SELLER.

(b) BUYER acknowledges and agrees that neither SELLER nor any agent or representatives of SELLER have made, and SELLER is not liable or responsible for or bound in any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Condition of the Premises (as hereinafter defined) or any part thereof. BUYER acknowledges, agrees, represents and warrants that it shall have had the opportunity to inspect the Premises pursuant to Section 29 below, and all matters respecting the Premises and is and/or shall be fully cognizant of the Condition of the Premises and that it has had, and/or shall have had, access to information and data relating to all of same as BUYER has considered necessary, prudent, appropriate or desirable for the purposes of this transaction and that BUYER and its agents and representatives have, and/or shall have had, independently inspected, examined, analyzed and appraised all of same. BUYER acknowledges that BUYER is and/or will be fully familiar with the Premises and BUYER agrees, provided that it has not elected to terminate this Agreement pursuant to Section 29 below, to accept the Premises "AS IS", with all faults, in its current condition, subject to reasonable wear and tear. BUYER shall be responsible at its sole cost and expense to obtain and satisfy all required governmental or regulatory inspection, certificate or other such transfer requirements prior to Closing. As used herein, "Condition of the Premises" shall mean the title

and physical condition thereof, including all environmental matters, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof, title to the Premises, the structural and mechanical condition of the Premises, the buildings, structures and improvements situate thereon, the plumbing, heating, electric and ventilating systems (if any) serving the Premises and any other matter or thing whatsoever with respect thereto. In addition to, and without limiting the foregoing, BUYER further acknowledges and agrees that the Premises is conveyed in its "as is" condition with respect to environmental matters, and BUYER hereby assumes the risk that adverse past, present or future conditions may not be revealed in its inspection or investigation.

7. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

(a) If the SELLER shall fail or be unable to give title or to deliver possession of the Premises in the condition required by this Contract at the time of Closing, then the SELLER shall use reasonable efforts to remove any defects in title or to deliver possession as provided herein or to make the Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time of performance hereunder and thereupon the time for performance hereof shall be extended for a period of no more than thirty (30) days. Under no circumstances, however, shall the SELLER be required to expend more than Twenty-Five Thousand and 00/100 ($25,000.00) Dollars to remove any defects in title or to deliver possession as herein provided or to make the Premises conform to the terms of this Agreement, excluding the satisfaction of the existing mortgage of the Premises.

8. FAILURE TO PERFECT TITLE AND MAKE PREMISES CONFORM

(a) If at the expiration of the extended time for performance, and after using due diligence, the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform as the case may be, all as herein agreed, then, at the BUYER'S option the Deposit shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER'S ELECTION TO ACCEPT TITLE

(a) The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

10. ACCEPTANCE OF DEED

(a) The acceptance and recording of a deed by the BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. USE OF PURCHASE MONEY TO CLEAR TITLE

(a) To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or within a reasonable period of time thereafter in accordance with Massachusetts conveyancing standards and practice.

12. INSURANCE; MAINTENANCE

(a) Until the delivery of the deed, the SELLER shall maintain the insurance coverages on the Premises which are presently in force. Between the date of the signing of this Agreement and the Closing, SELLER shall maintain and/or service the Premises and its appurtenances at substantially the same level of effort and expense as the SELLER has maintained and/or serviced the Premises for the SELLER's own account prior to the date of this Agreement.

13. ADJUSTMENTS

(a) Real estate taxes and water use charges and any other municipal assessments for the current fiscal year, shall be apportioned as of the date of Closing under this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of the delivery of the deed.

14. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

(a) Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the Closing Date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises. All other adjustments shall be made as of the Closing Date.

No deed excise stamp tax is due or payable pursuant to G.L. c. 64D s. 1.

15. DEPOSIT; ESCROW AGENT; LIQUIDATED DAMAGES

(a) All Deposits paid pursuant to this agreement prior to the Closing shall be held in an escrow account by D'Ambruoso Law, LLC, SELLER's counsel (the "Escrow Agent") in a non-interest-bearing account subject to the terms of this agreement and shall be duly accounted for at the Closing. The Escrow Agent shall be subject to the following terms and conditions and no others:

(i) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or

obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among BUYER and SELLER related in any way to this Agreement.

(ii) The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(iii) The Escrow Agent shall be entitled to rely, and shall not be subject to any liability in acting in reliance, upon any writing furnished to the Escrow Agent by either BUYER or SELLER and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either BUYER or SELLER or any other person as to the existence of any facts stated therein to be known by the affiant.

(iv) In the event of any disagreement between BUYER and SELLER resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by BUYER and SELLER that the Escrow Agent has authority (but no obligation) to initiate such proceedings).

(v) To the extent permitted by law, BUYER and SELLER each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between BUYER and SELLER under this Agreement or otherwise incurred by the Escrow Agent in any way on account of their role as escrow agent, except that neither BUYER nor SELLER shall have any obligation to pay the Escrow Agent any fee for escrow services hereunder.

(b) In the event that the Closing does not occur and a dispute arises as to who is entitled to receive the Deposit, the Escrow Agent shall not release the funds held in escrow until such dispute has been resolved by mutual written agreement of BUYER and SELLER or in a final judgment of a court of competent jurisdiction. In the event of such a dispute, payment by the Escrow Agent of the Deposit together with all interest accrued thereon into court as part of an interpleader action shall operate to release the Escrow Agent from any obligations under this Agreement.

(c) Buyer hereby acknowledges that Escrow Agent serves as counsel to the SELLER. Escrow Agent's role as escrow agent in this transaction shall not serve to disqualify Escrow Agent from serving as SELLER's counsel in connection with this Agreement or any dispute arising therefrom.

16. DEFAULT; DAMAGES

(a) If SELLER defaults with respect to any obligation of SELLER under this Agreement, BUYER shall have the right as its sole remedy to choose to either (a) terminate this Agreement and be returned the Deposit, or (b) seek specific performance of SELLER's obligations hereunder. BUYER waives all rights to seek damages, including without limitation, actual or consequential damages it may have on account of any default by SELLER hereunder.

(b) If BUYER defaults under this Agreement, SELLER shall be entitled to terminate this Agreement and be paid the Deposit as final and exclusive, agreed and liquidated damages, and not as a penalty it being agreed that SELLER's damages are and would be difficult if not impossible to ascertain with certainty.

(c) Notwithstanding the provisions of subsections (a) and (b) above, except with respect to any failure of BUYER to attend Closing when required hereunder, no curable default by either party hereto with regard to any acts required by it shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have given written notice to the defaulting party of said default, and the defaulting party shall have failed to commence to cure said default within ten (10) days after the receipt of said notice, and thereafter continuously and diligently prosecute such cure to completion.

17. MATERIALS TO BE DELIVERED AT CLOSING

(a) At Closing SELLER shall execute and deliver:

(i) A quitclaim deed conveying title to the Premises;

(ii) A so-called mechanics' liens and materialmen's liens and persons in possession affidavit attesting that there are no parties in possession of the Premises other than tenants and occupants and that no work has been done and no materials provided at the Premises which would entitle anyone to claim a mechanics' or materialmen's lien or to file a notice of contract relating to the Premises;

(iii) A "nonforeign affidavit" pursuant to Section 1445 of the Internal Revenue Code;

(iv) Certificate of Good Standing for the SELLER issued by the Massachusetts Secretary of State; and

(v) A certification or affidavit as to the true purchase price of the Premises and indicating whether the SELLER has or intends to lend the BUYER a portion thereof.

(vi) A certificate affirming that SELLER has not engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other anti-money laundering regulations or conventions, including without limitation the United States Bank Secrecy Act, the United States Money

Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the "Patriot Act"), or any order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or (ii) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Executive Order 13224") or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time;

(vii) A certificate affirming that SELLER is not a person (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC's most current list of "Specially Designated Nationals and Blocked Persons," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http:www.treas.gov/ofac/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above; and

(viii) A certificate affirming that neither the execution and delivery of this Agreement nor SELLER'S performance of its obligations hereunder will constitute a breach or default under any agreement to which SELLER is bound.

18. WARRANTIES AND REPRESENTATIONS

(a) The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction, nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.

19. REAL ESTATE BROKER

(a) BUYER and SELLER warrant and represent to each other that they were not introduced to each other by any broker and that the SELLER introduced the BUYER to the Premises.

(b) To the extent permitted by law, the BUYER and SELLER agree to indemnify and hold each other harmless of and from any claim by any broker for a commission relating to the transaction evidenced by this Agreement including legal fees, costs and expenses. The provisions of this Paragraph 19 shall survive the Closing and the delivery of the deed.

20. NOTICE

(a) All notices permitted or required to be given under this Agreement shall be in writing and shall be sent: (i) by courier with a receipt therefor or (ii) by registered or certified mail, postage prepaid return receipt requested or (iii) by nationally recognized, overnight courier service such as Federal Express or United Parcel Service with a receipt therefor or (iii) by e-mail, with a copy also sent by one of the methods outlined in (i) – (ii); to the parties at their respective addresses set forth below. All notices shall be deemed to have been given upon receipt by the addressee thereof:

If to BUYER:

MEGRYCO, INC.
22 ½ Whiting Street
Plymouth, Massachusetts 02360
Attn: Rick Vayo, President
Phone: (508) 830-4646 x101
Email: r_vayo@megryco.com

With a copy to:

Robb L. D'Ambruoso, Esquire
D'Ambruoso Law, LLC
15 Caswell Lane
Plymouth, MA 02360
Phone: (508) 927-1963
Fax: (617) 830-0968
Email: robb@dambruosolaw.com

If to SELLER:

Town of Plymouth
26 Court Street
Plymouth, MA 02360
Attn: Town Manager
Email: DBrindisi@plymouth-ma.gov

With a copy to:

KP LAW, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Attn: Lee S. Smith, Esq.
lsmith@k-plaw.com

or to such other address as may be designated by notice given in accordance with this Paragraph.

21. CONSTRUCTION OF AGREEMENT

(a) This instrument is executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties all prior agreements and offers, if any, being merged herein, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be cancelled, modified, or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

(b) In the event any term, provision, condition, or covenant contained in this Agreement shall be determined by a court of competent jurisdiction to be void or against public policy, then such determination shall not affect any of the other provisions, conditions, terms or covenants of this Agreement and the same shall remain in full force and effect.

22. NO RECORDING OF AGREEMENT

(a) This Agreement shall not be recorded by the BUYER. Any such recordation of this Agreement shall render this Agreement null and void at the SELLER's election and shall constitute a default by the BUYER hereunder entitling the SELLER to terminate this Agreement, retain all deposits paid hereunder as liquidated damages whereupon this Agreement shall be null and void and without further recourse to the parties.

23. NO ASSIGNMENT OF AGREEMENT BY BUYER

(a) Except for BUYER's assignment of this Agreement to an affiliate or subsidiary entity not less than ten (10) days prior to Closing, this Agreement may not be assigned by the BUYER without the prior written consent of the SELLER. If the BUYER attempts to assign its rights hereunder without the SELLER's consent then at the SELLER's election upon notice thereafter given by the SELLER to the BUYER, this Agreement may be terminated by the SELLER and all payments made hereunder may be retained by the SELLER as liquidated damages.

24. TITLE STANDARDS

(a) Except as otherwise expressly set forth herein, any title matter or practice dispute which is the subject of a title standard or practice standard of the Real Estate Bar Association for Massachusetts at the time of the delivery of the deed shall be governed by said title standard or practice standard to the extent applicable.

25. LIABILITY OF MANAGERS, MEMBERS, ETC.

(a) If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the estate represented shall be bound and neither the SELLER or BUYER so executing, nor any partner or shareholder or member be personally liable for any obligation express or implied hereunder.

26. SUBMISSION OF DRAFT

(a) Neither BUYER nor SELLER shall be legally obligated with respect to the purchase or sale of the Premises unless and until this Agreement has been executed by both BUYER and SELLER, and fully executed counterparts of this Agreement have been exchanged between the BUYER and SELLER.

27. TIME OF ESSENCE

(a) All times set forth in this Agreement shall be of the strict essence.

28. FAX AND PDF COUNTERPARTS

(a) BUYER and SELLER agree that fax and pdf counterparts of this Agreement and of their signatures hereto shall be equal in all respects to original counterparts hereof.

**29. CONTINGENCIES**

(a) **The obligations of BUYER to consummate the transactions contemplated by this Agreement are subject to the BUYER having obtained a favorable vote of the 2022 Summer Special Town Meeting to acquire the Premises, including without limitation, appropriation and availability of funds for the purchase price and transaction costs, substantially upon the terms set forth in this Agreement.**

(b) **Inspection Contingency: The BUYER shall have until June 20, 2021 to inspect the Premises and to perform such other due diligence as it may elect, including without limitation, the land and all buildings thereon. Notwithstanding any contrary provision of this Agreement, in the event that, for any reason, the BUYER, in its sole discretion, is not satisfied with the results of any such inspection and due diligence, the BUYER shall so inform the SELLER in writing not later than June 20, 2021 and if the SELLER is unable or unwilling to cure or otherwise remedy any condition causing BUYER to provide such notice to SELLER, to BUYER'S good faith but otherwise sole satisfaction, all other obligations of all parties shall cease and this Agreement shall be void and without recourse to the parties hereto. In the event that BUYER does not object to its inspection and due diligence results on or before June 20, 2021, BUYER's obligation to perform under this agreement will not be subject to any inspection contingency.**

(c) **The obligations of SELLER to consummate the transactions contemplated by this Agreement are subject to SELLER taking title to the Premises on or before the date of Closing, which SELLER represents are subject to a valid and fully executed purchase and sale agreement.**

(d) **BUYER'S obligation to perform under this Agreement are subject to the following conditions, at BUYER'S option:**

**(i) Compliance with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property, if applicable;**

**(ii) BUYER and SELLER shall have complied with the disclosure provisions of G.L. c.7C, §38. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7C, §38.**

30. SELLER REPRESENTATIONS.

(a) The SELLER represents that the following information is true and accurate in all material respects to the best of SELLER's knowledge, as of the date of this Agreement and shall remain true and accurate as of the date of Closing:

(i) There are no lawsuits, actions, orders, decrees, claims, writs, injunctions or proceedings filed against the SELLER or the Premises;

(ii) There is no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement;

(iii) There are no other existing rights, or other consents required for the completion of delivery of the deed other than the existing mortgages, if any, on the Premises which SELLER shall secure releases for using the purchase money hereunder;

(iv) As of the date hereof, the SELLER has received no notice from any municipal, county, state or federal agency asserting or alleging that the Premises is or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings; and

(v) The SELLER has no knowledge of any municipal betterments affecting the Premises voted on by the Town of Plymouth which is likely to result in an assessment against the Premises.

31. SUFFICIENCY OF PROCEEDS.

(a) The SELLER represents to BUYER that the purchase price herein is sufficient to pay off all of the SELLER's obligations that may affect the sale of the Premises including, but not limited to: mortgages, municipal charges, real estate broker's commissions, document stamp tax and other reasonable and customary expenses of the sale.

32. LIKE KIND EXCHANGE.

(a) As of the Closing, SELLER may elect to conduct a like kind exchange of property under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code") in accordance with the procedures outlined below. SELLER may elect to have the Premises exchanged for one or more "Exchange Parcels" (all Exchange Parcels and the value thereof to be designated by SELLER), in order to qualify such transactions as like kind exchanges under Section 1031 of the Code. SELLER shall be permitted to make such election even though some of the Exchange Parcels may not be transferred to SELLER simultaneously with the transfer of the Premises to BUYER. BUYER agrees to give SELLER its reasonable cooperation in arranging for and finalizing these exchanges and take all steps, and execute all assignments and other documents reasonably required to accomplish same; provided, that BUYER (and its nominee, if any) will have no responsibility to take title to any other property and SELLER hereby releases BUYER from all liability for any tax or any other consequences arising in connection with these exchanges.

< End of contract text - signature page(s) follow>

Executed as a sealed instrument as of the date first written above.

SELLER:

**MEGRYCO, INC.**

By:_____
Name: Rick Vayo
Its: President

BUYER:

**TOWN OF PLYMOUTH**
**By Its Select Board**

By:_____
Name:
Title:

By:_____
Name:
Title:

By:_____
Name:
Title:

By:_____
Name:
Title:

By:_____
Name:
Title:

ESCROW AGENT AS TO
PARAGRAPH 15 ONLY:

D'AMBRUOSO LAW, LLC

By:_____
Name: Robb D'Ambruoso
Title: Manager

# LANE VALUATION GROUP, INC.

133 Washington Street
Second Floor
Norwell, MA 02061

Phone: 781-740-5040
Fax: 781-740-5041
plane@lanevaluation.com

## *APPRAISAL REPORT*



**46 Sandwich Road**
**Plymouth, Plymouth County, Massachusetts**

DATE OF VALUE: May 12, 2022
DATE OF REPORT: May 17, 2022

**PREPARED FOR**
**Derek Brindisi, ICMA-CM**
**Town Manager**
**Town of Plymouth**
**26 Court Street**
**Plymouth, MA 02360**
**&**
**Bill Keohan, Town of Plymouth Community Preservation Committee**

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# LANE VALUATION GROUP, INC.

**133 Washington Street**
**Second Floor**
**Norwell, MA 02061**

**Phone: 781-740-5040**
**Fax: 781-740-5041**
**plane@lanevaluation.com**

May 17, 2022

Derek Brindisi, ICMA-CM
Town Manager
Town of Plymouth
26 Court Street
Plymouth, MA 02360
&
Bill Keohan, Town of Plymouth Community Preservation Committee

RE: 46 Sandwich Road
Plymouth, Plymouth County, Massachusetts

Dear Mr. Brindisi and Mr. Keohan:

As per your request, I have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the "as is" market value of the Fee Simple interest in the above captioned property. The site is currently improved with a freestanding, one and two level wood frame training/office building constructed in 1974 according to municipal records. The total site area is 24.38 acres, and the property has excess land that is not needed to support the existing improvement and has been valued separately.

Based on an inspection of the property and the investigation and analysis undertaken, it is my opinion that its "as is" Fee Simple market value as of May 12, 2022, subject to the certification and limiting conditions contained herein, was…

**$4,350,000**

This transmittal letter is followed by an Appraisal Report that describes the property and its surrounding area, discusses market information and how it relates to the subject, and describes the approaches to value used and the reasoning leading to the conclusions set forth.

Respectfully submitted,

Peter Lane
Cert. Gen. R.E. Appraiser
MA License #3494

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## EXECUTIVE SUMMARY

| | |
|---|---|
| ***PROPERTY LOCATION*** | 46 Sandwich Road<br>Plymouth, Plymouth County, MA 02360 |
| ***OWNER OF RECORD*** | Entergy Nuclear Generation Company<br>Plymouth County Registry of Deeds<br>Book 17658, Page 265 |
| ***PREPARED FOR*** | Town of Plymouth and the Plymouth Community Preservation Committee |
| ***PROPERTY RIGHTS APPRAISED*** | Fee Simple |
| ***DATE OF APPRAISAL*** | May 12, 2022 |
| ***DATE OF REPORT*** | May 17, 2022 |
| ***ZONING*** | Large Lot Residential (R40) |
| ***FLOOD ZONE*** | Flood Zone X |
| ***ASSESSMENT DATA*** | Map 47, Lot 8<br><br>Total Assessment $3,468,700<br>Total Tax Liability $54,324.87 (includes 1.5% CPA tax) |
| ***SITE DATA*** | The subject site consists of a single tax lot that contains 24.38 acres of land located on Sandwich Road the near the Route 3 bypass connecting Route 3 and Route 3At. The site is served by all utilities including electricity, natural gas, and municipal water. The site has on-site septic. The appraiser is not aware of any poor soil conditions that may exist. |
| ***IMPROVEMENT DATA*** | The site is currently improved with a freestanding, one and two-level wood-frame office building. The building was originally constructed in 1974 according to municipal records. The subject building contains a gross building area of 30,376 SF GBA. The condition of the property in its present state is considered to be average but dated. In addition, the site has excess land that could be sold off for residential development. |
| ***HIGHEST AND BEST USE*** | |
| ***AS THOUGH VACANT*** | The most likely use of the property, if it were vacant would be to develop it with a residential subdivision subject to Planning Board approval. |
| ***AS IMPROVED*** | Religious, community, or educational use of the existing improvement supported by five acres, plus 19.38 acres of excess land with residential subdivision potential. |

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***VALUE INDICATIONS***

| TECHNIQUE | VALUE OPINION |
|---|---|
| Sales Comparison | $4,350,000 |
| Income Approach | Not Applicable |
| Cost Approach | Not Applicable |
| Final Value Opinion | $4,350,000 |

**REPORTING OPTION**

***This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. Although most supporting documentation concerning the data, reasoning, and analyses is contained within this report, some may be retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraisers are not responsible for unauthorized use of this report.***

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## CERTIFICATION

The undersigned appraiser(s) hereby certifies and agrees that, except as otherwise noted in this appraisal report:

1) The Appraisers have no present or contemplated future interest in the property appraised. The compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event.

2) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

3) To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is the Appraiser's personal, unbiased professional analyses, opinions and conclusions.

4) The Appraisers have no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the properties in the vicinity of the property appraised.

5) All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

6) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal foundation.

7) In accordance with the Competency Provision of the Uniform Standards of Professional Appraisal Practice, the undersigned certifies that he has both knowledge and experience to complete the assignment competently.

8) We certify that we are appropriately licensed to appraise the subject property in the state in which it is located.

9) Mr. Lane personally inspected the subject property on May 12, 2022. No one else assisted in the preparation of this report.

10) I have not performed prior appraisal services with regards to the subject property in any capacity within the past three years.

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11) The subject property being appraised has an **"As Is"** Market Value as of **May 12, 2022 of $4,350,000.**

Respectfully submitted,

Peter Lane
Cert. Gen. R.E. Appraiser
MA License #3494

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## CONTINGENT & LIMITING CONDITIONS

The certification of the appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by him therein.

1. No responsibility is assumed for the legal description for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. It is assumed that there is full compliance with all applicable federal state and local environmental regulation and laws unless noncompliance is stated, defined and considered in the appraisal report.

5. It is assumed that all applicable zoning and use regulations and restriction have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.

6. It is assumed that all required licenses, certification of occupancy, consents, or other legislative or administrative authority from any local, state or federal government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.

7. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

8. Any sketch in the report may show approximate dimensions and is intended only to provide additional perspective in the property. The appraiser has made no survey of the property.

9. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

10. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

11. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering that may be required to discover them.

12. Information, estimates and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no warranty is given for their accuracy.

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13. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraiser is affiliated.

14. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, of the firm with which the appraiser is affiliated) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

16. On all appraisals that are subject to satisfactory completion, repairs or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

17. The value opinion is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that test and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substance or detrimental environmental conditions on or around the property that would negatively affect its value.

Respectfully submitted,

Peter Lane
Cert. Gen. R.E. Appraiser
MA License #3494

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## DEFINITION OF MARKET VALUE

Market Value is defined by the Office of the Controller under 12 CFR, Part 34 Subpart C as follows:

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

***i)*** ***Buyer and seller are typically motivated;***

***ii)*** ***Both parties are well informed or well advised, and acting in what they consider their own best interest;***

***iii)*** ***A reasonable time is allowed for exposure in the open market;***

***iv)*** ***Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and***

***v)*** ***The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."***[1]

## FEE SIMPLE ESTATE

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[2]

## PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to provide an opinion of the **"As Is"** Market Value of the fee simple estate in the subject property located at **46 Sandwich Road, Plymouth, Plymouth County, Massachusetts.** This appraisal is based on market conditions and expectations as of **May 12, 2022**.

## APPRAISAL DATE

The effective date of this appraisal is **May 12, 2022**, and based on the inspection, data, analysis and conclusions on that date.

[1] OCC Rule 12 CFR 34.42 (f)
[2] Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, Page 78.

## INTENDED USE OF REPORT

This appraisal is intended to assist the client, **Town of Plymouth and the Plymouth Community Preservation Committee**, to appropriately estimate the Market Value of the **Fee Simple Estate** in the subject property for possible acquisition related matters.

## INTENDED USER OF REPORT

The intended user of this report is **Town of Plymouth and the Plymouth Community Preservation Committee.**

## SCOPE OF ASSIGNMENT

After considering the nature of this appraisal assignment, our scope of investigation included the following:

- Examination of assessor's maps, municipal records, including assessed values and annual tax liabilities, property boundaries, wetland and flood plains, accessibility to utilities and zoning regulations.
- Reviewed the subject's rent roll, projected expenses, and deed, a copy of which may be found within this report.
- Investigated neighborhood development trends and other relevant factors.
- Contacted several real estate professionals including brokers, developers, owners and investors in **Plymouth and surrounding towns and market areas**.
- Contacted the owner's representative of the property to schedule an appointment to view the property and discuss other pertinent data regarding the subject.
- Gathered market data on comparable sales and rental properties in **Plymouth, and the surrounding counties**.
- In determining the value of the subject property, the appraiser used the Sales Comparison to value, which is outlined in the ensuing text. The Income Approach was utilized and the typical investor of an income producing property would place most emphasis on this approach. The Cost Approach was not utilized as the typical investor would not consider this approach for older buildings like that of the subject, due to the subjectivity in estimating depreciation.

## EXPOSURE TIME

Exposure time is defined as: *"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on*

*the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market."*[3]

Exposure time varies with the type of real estate and value range. A reasonable exposure period is a function of time, price and use. Furthermore, exposure time can be dependent upon the action of the seller, plus market forces. The availability of capital, degree of exposure and the number of competitive offerings are other factors that influence exposure time. Given the characteristics of the subject, market conditions, and demand, the appraiser believes that a 6 month exposure time frame is adequate.

**MARKETING TIME**

Reasonable marketing time is the time period it would take to sell the property allowing adequate exposure, assuming that a satisfactory advertising and marketing program is implemented, and no extreme changes occur in the local or national economy. Although the marketing period is a variable, it is estimated that the subject could be sold within 6 months, and no reasons are evident to assume a lengthy sales period.

**COMPETENCY PROVISION**

The appraisers are professionally competent to perform this appraisal assignment by virtue of previous experience with similar assignments and appropriate research and education regarding the specific property type being appraised. The professional qualifications of the appraiser are included in this report's addendum for specific reference.

**LICENSE PROVISION**

The appraisers are Certified General Real Estate Appraisers and are licensed by the Commonwealth of Massachusetts to perform this appraisal assignment. All continuing education requirements have been met. Mr. Lane's license expires on June 1, 2022.

[3] Uniform Standards of Professional Appraisal Practice (USPAP), 1993 edition, published by the Appraisal Standards of the Appraisal Foundation, page 63.

**PROPERTY IDENTIFICATION**

The subject property is identified as Map 47, Lot 8 located at 46 Sandwich Road, Plymouth, Plymouth County, Massachusetts. The subject parking is accessed by a long cul-de-sac driveway off Sandwich Road.

The subject site consists of a rectangular shaped parcel of land that contains a total of 1,061,993 square feet or 24.38 acres of land area that is situated south of downtown Plymouth and in close proximity to Plimouth Patuxet Museums. A more detailed description of the site's boundaries may be found recorded at the Plymouth County Registry of Deeds in Book 17658, Page 265. Please refer to the Ownership section of this report for a copy of the deed.

Improvements to the site consist of a freestanding, one and two-level office building that vacant at the time of inspection. The property was originally built as a religious facility and most recently has been utilized as a training facility related to the Plymouth Nuclear Power Plant. The building contains a gross building area of 30,376 square feet. The building was constructed in 1974 according to municipal records and is in average but dated overall condition.

**EXTRAORDINARY ASSUMPTIONS**

None

**HYPOTHETICAL CONDITIONS**

None

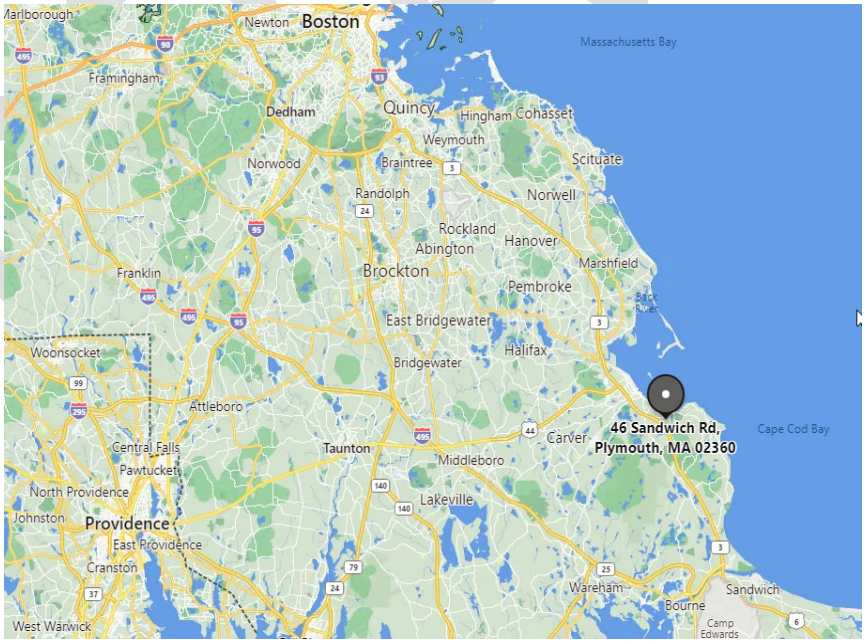
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## AREA DESCRIPTION

The subject property is located south of downtown Plymouth most easily identified by its proximity to Plimoth Patuxet Museums. The bypass road off of Route 3 connecting to Route 3A abuts the subject property. Plymouth is a coastal community in southeastern Massachusetts, about five miles north of the Cape Cod Canal. It is the seat of Plymouth County and has the largest area of any town in the state (approximately 133.99 square miles of total area; 96.48 square miles of land area and 37.51 square miles of water area). The town is roughly 40 miles east of Providence, Rhode Island and 40 miles southeast of Boston, Massachusetts (New England's economic and cultural hub).

Plymouth is bounded by the towns of Carver and Wareham to the west, the town of Kingston to the north, the towns of Sandwich and Bourne to the south, and Massachusetts Bay to the east. Plymouth is also adjacent to Cape Cod Canal and Cape Cod to the south. The subject property is located within 1 mile of the access ramps to Route 3. Thus the subject has good highway access.

REGIONAL MAP



Transportation

Plymouth is located south of the Greater Boston area and is able to share in the facilities available to this regional center and major port. Bus transportation is available via the Plymouth & Brockton bus line, which serves Boston, the South Shore and Cape Cod. Air travel is available from Logan International Airport in East Boston and the Plymouth Municipal Airport in Plymouth. The Port of Boston provides worldwide shipping facilities. Principal highways serving the town are Route 3, the Southeast Expressway, and Routes 44, 3A and 25.

Commuter rail service to Boston's South Station is available from the MBTA Old Colony Line. The Plymouth station is northeast of the subject and is located at 385 Court Street off of Route 3A in Plymouth. The Kingston Station is a 10 +/- minute drive to the north at 194 Marion Drive in Kingston. The travel time to Boston from either station is roughly one hour with a full service schedule available from the Kingston station and limited service available from the Plymouth station.

Route 3 is a four-lane limited access state highway and is the primary north/south highway for southeastern Massachusetts. Route 3 connects with Interstate 93 and then Boston 40 miles (50± minutes) to the north and Cape Cod and Route 6 approximately 10 miles (15± minutes) to the south. US Route 44 is a limited access highway and travels southwesterly and connects with Interstate 495, State Highway 24 and then Providence, RI, 50 miles (1 hour) to the west.

Education

Massachusetts offers competitive educational resources on a regional scale. The quality of the Massachusetts public school systems is generally at the national average, with test scores of primary and secondary students on a par with the rest of New England. The quality of public schools in Plymouth is average and Plymouth North High School and Plymouth South High School ranked 92$^{nd}$ and 107$^{th}$ respectively, out of a ranking of 150 high schools in Massachusetts. There are over 40 public and private

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institutions of higher learning within one hour of the subject some of which include Boston University, Northeastern University, Harvard University, MIT, and the University of Massachusetts.

Recreation

There are many recreation uses in Plymouth including The Pinehills, Crosswinds Golf Club, Waverly Oaks Golf Club and the Myles Standish State Forest. The Myles Standish State Forest is south of the subject and is the largest publicly-owned recreation area in southeastern Massachusetts with 13 miles of hiking trails and 16 ponds. In addition, Plymouth is a coastal town with over 30 miles of coastline which includes an active downtown waterfront and harbor and many beaches. Plymouth is also known internationally as the site of the first pilgrim settlement and attracts thousands of visitors to Plymouth Rock, Plimoth Plantation and the Mayflower II. A number of hotels, inns, restaurants, and retail establishments are located in Plymouth to support the business, tourist and recreation activities in the town.

Summary

The town of Plymouth, Plymouth County and the State of Massachusetts have much to offer businesses and residents. An extensive interstate and intrastate highway system provides accessibility to all Massachusetts's destinations, as well as to the rest of New England.

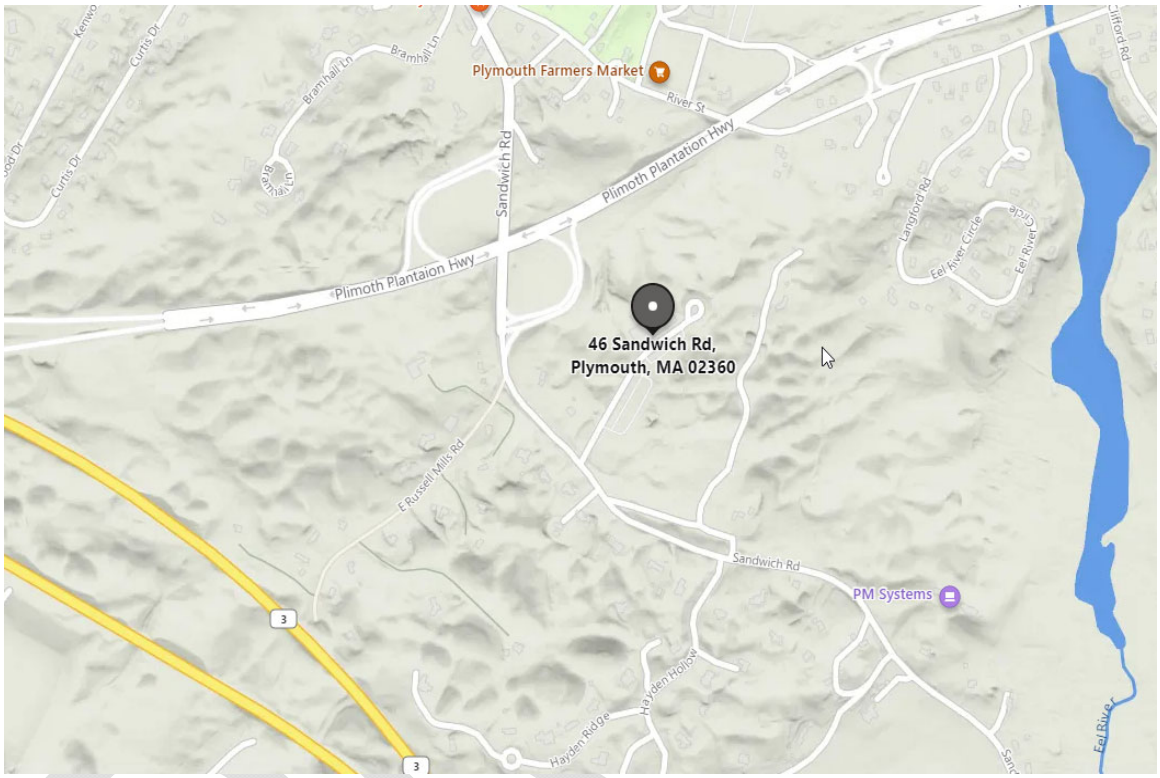
## NEIGHBORHOOD DESCRIPTION

The property is situated south of downtown Plymouth in an area most identified with the Plimoth Patuxet Museums complex. Also nearby are residential subdivisions, Plymouth Country Club and Plymouth Beach. The section of the town serves as a primarily residential area with recreational facilities and some local retail, restaurant, and office uses. Sandwich Road is moderately traveled by local residents. The subject property is primarily surrounded by residential single family homes.

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In summary, the subject building has a quiet and remote setting for a community, educational, or religious type facility. The lack if visibility and traffic counts could be considered a positive aspect for these types of users.

**NEIGHBORHOOD MAP**






Sandwich Road



Sandwich Road



Subject Roadway looking toward Subject



Subject Roadway looking away from Subject

**BIRD'S EYE VIEW**




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## REGIONAL ANALYSIS

The economic vitality of the surrounding area and the immediate neighborhood encompassing the subject property is an important consideration in estimating future demand for a particular type of property. The regional analysis generally focuses on the social, economic, governmental, and environmental forces that effect real estate. All general data are ultimately understood in terms of their effects on the economic climate in which property transactions occur.

Greater Boston is widely recognized as one of the most innovative economic regions in the world. It is home to some of the world's finest institutions of higher learning, which has generated a sizeable concentration of science and technology related research and development. These intellectual resources, combined with its rich historical heritage and extensive cultural resources make Greater Boston the center of much of the economic activity in the Commonwealth. The Region includes all of Norfolk and Suffolk Counties, a large share of Middlesex and Plymouth counties, and portions of Essex, Bristol, and Barnstable Counties.

### ECONOMIC MARKET CONDITIONS

State economy slows sharply in Q1, UMass journal reports

**Rising inflation, labor supply concerns & rising uncertainty weigh heavily on economic outlook**

**APRIL 2022**

In the first quarter of 2022 Massachusetts real gross domestic product (GDP) decreased at a 1.0 percent annualized rate, according to MassBenchmarks, while U.S. GDP decreased at a 1.4 percent rate according to the U.S. Bureau of Economic Analysis (BEA). In the fourth quarter of last year, according to the BEA, Massachusetts GDP grew at an annual rate of 7.8 percent while U.S. GDP grew at a 6.9 percent rate.

The sharp slowdown in growth in the first quarter reflects the impact of the Omicron variant of COVID-19, continued supply chain woes, the eroding effect of inflation on purchasing power, and weakening consumer and investor confidence. As the growth-dampening effect of Omicron waned in late winter and early spring, the outbreak of war in Ukraine gave an added boost to inflation, particularly for energy and food prices. At the same time, the labor market continued to exhibit strong gains in employment and wage growth, declining unemployment, and record low levels of unemployment claims. Wage and salary

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growth per worker, however, continued to lag inflation, reducing aggregate spending power and in turn slowing inflation-controlled, or "real," economic activity.

Massachusetts payroll employment in the first quarter grew at an annual rate of 5.2 percent, slightly faster than the 4.8 percent pace for the U.S. This compares with job growth of 4.2 percent in Massachusetts and 4.9 percent for the U.S. in the fourth quarter of last year. Between Q1 2021 and Q1 2022 employment increased by 5.3 percent in Massachusetts and 4.6 percent in the U.S. However, in March 2022, the state remained 2.4 percent below pre-pandemic payroll employment levels, which peaked in February 2020. The equivalent "jobs gap" nationally as of March 2022 was smaller, at just 1.0 percent.

The unemployment rate in Massachusetts fell to 4.3 percent in March, down from 4.6 percent in December. During the same period, the U.S. unemployment rate fell from 3.9 percent in December to 3.6 percent in March. In March 2021, the unemployment rate for Massachusetts stood at 6.4 percent versus 6.0 percent for the U.S.

"There is little slack left in the labor market," noted Alan Clayton-Matthews, Senior Contributing Editor and Professor Emeritus of Economics and Public Policy at Northeastern University, who compiles and analyzes the Current and Leading Indexes for MassBenchmarks. The U.S. labor force participation rate in March, at 62.4 percent, was one percentage point below the pre-pandemic peak of February 2020. The Massachusetts labor force participation rate in March, at 66.0 percent, is a notch above that of February 2020 (65.9%). "Job openings continue to far exceed the number of unemployed, and historically low initial unemployment claims in both the state and the nation reflect the desire of employers to avoid shrinking staffing levels," Clayton-Matthews added.

The tight labor market has boosted wage and salary income. In the first quarter of 2022, MassBenchmarks estimates that aggregate wage and salary income in Massachusetts rose at a 12.6 percent annual rate, while wage and salary income for the U.S. rose at an 8.1 percent rate. These far exceed the growth in jobs, meaning that per-worker wages were rising briskly. In the fourth quarter of last year, the BEA estimates that wage and salary income grew at annual rates of 11.3 percent in Massachusetts and 10.9 percent in the U.S. Year over year (Q1 2021 to Q1 2022), MassBenchmarks estimates that wage and

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salary income increased 9.6 percent in Massachusetts and 11.1 percent in the U.S. Despite that strong growth, wage and salary income per worker was not keeping up with inflation but was falling in real terms, both nationally and in Massachusetts.

Inflation accelerated significantly in the first quarter, as measured by the Bureau of Labor Statistics' Consumer Price Index (the CPI-U, the Consumer Price Index for All Urban Consumers). In the Boston metropolitan area, inflation (at an annual rate) accelerated from 6.6 percent in the fourth quarter of last year to 10.8 percent in the first quarter. In the U.S. over the same period, inflation increased from 7.9 percent to 9.2 percent. Compared to the first quarter of last year, consumer prices have increased by 6.8 percent in Boston and 8.0 percent nationally.

The surge in overall inflation in part reflects the sharp increase in energy prices, but core prices that exclude food and energy also accelerated rapidly in the first quarter of 2022, with reported core inflation of 8.1 percent in the Boston metropolitan area and 6.5 percent nationally. Inflation erodes the real purchasing power of nominal income, which in turn can slow real consumer spending and therefore economic growth.

The outlook for the second and third quarters of 2022 calls for slow growth, but the level of uncertainty is high. Although the labor market is strong, consumer and investor confidence are weakening, as reflected in the Conference Board's consumer confidence index and declines in stock market indexes. The Federal Reserve has begun to raise interest rates in a bid to tamp down inflation while still avoiding a recession, a tricky process that has led to a growing pessimism in the forecasting community. A Wall Street Journal poll of leading economic prognosticators in April puts the probability of a recession in the next 12 months at 28 percent, up significantly from 18 percent in January.

MassBenchmarks is published by the University of Massachusetts Donahue Institute in cooperation with the Federal Reserve Bank of Boston. The Donahue Institute is the public service, outreach, and economic development unit of the University of Massachusetts Office of the President. The Current and Leading Indexes are compiled and analyzed by Dr. Alan Clayton-Matthews, Associate Professor of Economics and Public Policy at Northeastern University and released quarterly by MassBenchmarks.

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***LAND DEVELOPMENT MARKET***

Per the 4th Quarter 2021 PwC ***Real Estate Investor Survey***, the following is an overview of the National

Land Development Market…

When looking at macro development prospects for the five major commercial real estate (CRE) sectors included in Emerging Trends, only the apartment and industrial sectors show better-than-average improvement in their ratings over the past year (see Chart NDL-1). Even though the hotel and office sectors also see an improvement in development ratings for the year ahead, the increases are quite small. Compared to five years ago, both the apartment and industrial sectors show strong gains in their ratings, while the other three sectors see their ratings decline.

From a micro standpoint, the top five property types for development prospects in 2022 are fulfillment, life science facilities, warehouse, single-family rental housing, and moderate-income/ workforce apartments. On the other hand, the property types at the bottom of the 26-category list are regional malls, power centers, outlet centers, luxury hotels, and central-city office.

**Preferred Metros**
Of the 80 U.S. metros included in Emerging Trends, the top-ten individual markets regarding development/redevelopment prospects for 2022 are Tampa/St. Petersburg, Nashville, Raleigh-Durham, Charlotte, Phoenix, Dallas-Fort Worth, Atlanta, Denver, Austin, and Salt Lake City. At the bottom of the list are Buffalo, Des Moines, Honolulu, Deltona-Daytona Beach, Hartford, San Francisco, and Milwaukee.

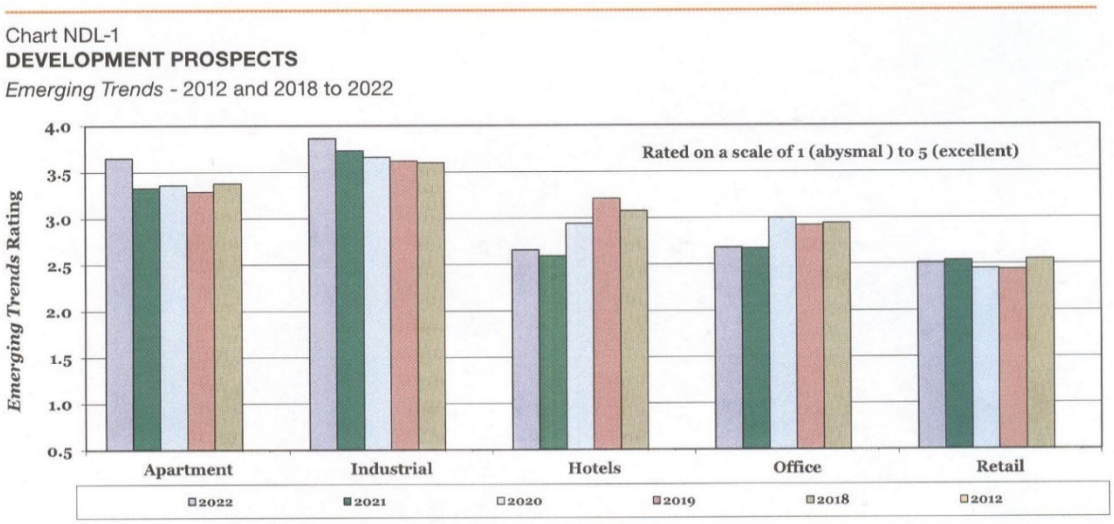
For homebuilding prospects for 2022, the top cities are Raleigh Durham, Tampa/St. Petersburg, Phoenix, Dallas/Fort Worth, and Austin. At the bottom sits Providence, St. Louis, Milwaukee, Cleveland, New Orleans, Detroit, and Long Island. Average-rated metros include Orange County, Fort Lauderdale, Columbus, Los Angeles, Jacksonville, Boston, Philadelphia, and San Jose.

**Debt Capital for Development/ Redevelopment**
For 2022, the top development issues among Emerging Trends respondents are ranked below on a scale of 1 [no importance] to 5 [great importance].

1) construction material costs (4.47)
2) construction labor costs (4.46)
3) construction labor availability (4.46)
4) land costs (4.07)
5) state & local regulations (3.61)
6) operating costs (3.57)
7) property taxes (3.53)
8) infrastructure/transportation (3.51)
9) NIMBYism (3.45)
10) tenant leasing & retention costs (3.45)

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**Discount Rates**
On an unleveraged basis, discount rates (including developers' profit) for the national development land market range from 10.00% to 30.00% and average 16.80% this quarter - 120 basis points higher from six months ago.




**Boston Housing Market**

***Banker and Tradesman*** **–**April, 2022

Massachusetts' home sales figures slid downward for yet another month in March, as the state's housing shortage and rising interest rates continued to bite.

Last month, there were 3,591 single-family home sales in Massachusetts, a 6.9 percent decrease from March 2021 when there were 3,857 transactions according to The Warren Group, publisher of Banker & Tradesman. Meanwhile, the median single-family sale price increased 12 percent on a year-over-year basis to $515,000, up from $460,000 in March 2021 – a new all-time high for the month of March.

"Low inventory continues to plague the real estate market in Massachusetts," Warren Group CEO Tim Warren said in a statement. "The number of homes for sale has been declining for a decade or more and that trend has led to a lower sales volume and is pushing prices higher. Couple this with rising mortgage rates – which recently hit 5 percent for the first time since 2011 – and housing affordability is rapidly

waning. First-time homebuyers are flocking to rural communities and blue-collar cities to take advantage of attractive purchase prices."

Year-to-date, there have been 9,711 single-family home sales in Massachusetts, a 9.7 percent decrease from the first three months of 2021. Meanwhile, the year-to-date median single-family home price increased 10.9 percent on the same basis to $499,000.

The state is running significantly behind last year's tally of new single-family listings, according to the Massachusetts Association of Realtors. Only 11,315 homes have hit the market through the first quarter of this year, an 8.5 percent reduction over the first quarter of 2021, the group said. Inventory sat at a mere 3,007 in March, MAR reported, just shy of 30 percent below March 2021's already-rock-bottom tally.

The state's major markets are feeling the pinch as more and more sellers are either priced out by rising prices and average mortgage interest rates, which hit 5 percent last week according to Freddie Mac, or put off by the still-tight market.

"One of the biggest challenges for our market is that many homeowners who are thinking about selling have been hesitating, unsure whether they'll be able to find another home to purchase if they do sell. When that occurs, trade-up activity slows and the entry-level market stalls, which is why first-time buyers are having such a tough go of it," Melvin Vieira Jr., the 2020 president of the Greater Boston Association of Realtors, said in a statement. "We're also building fewer and fewer new homes each year. With labor and material costs climbing and supply chain issues causing major delays, new housing construction isn't going to solve our inventory shortage any time soon."

In GBAR's territory, which roughly covers the area within Route 128, plus most of MetroWest, inventory dropped 9 percent year-over-year last month, to 1,036. New listings were off 2 percent for the month on

the same basis, at 1,642, and down 7.7 percent for the quarter, to 3,147. Days to off-market still sat at 14 for the quarter, down 12.5 percent from the first quarter of 2021, and showing that most newly listed homes are still getting offers at a frenetic clip. The percent of list price sellers received in March jumped to 106.1 percent from 102.4 percent in March 2021, showing just how widespread bidding wars are in Greater Boston.

On Cape Cod, similar dynamics are at play according to the Cape Cod & Islands Association of Realtors.

At the end of the first quarter, there were 274 single-family homes for sale and 93 condominiums for sale in CCIAOR's multiple listings service. One year ago, there were 378 single-family homes and 148 condos listed for sale, a 27.5 percent decrease and a 37.2 percent decrease, respectively.
Cumulative days on market for the first quarter of 2022 decreased 52.1 percent for single-family homes year-over-year, dropping from 73 days to 35 days.

"We are seeing the expected decline in total sales brought on by the persistent levels of low inventory over the last two years," CCIAOR CEO Ryan Castle said in a statement. "What we are watching into the future is how consumers respond to rising interest rates and new rules governing second home loans by Fannie Mae, which might just give cash buyers even more of an upper hand moving forward."

With the single-family market continuing to see challenges, Warren suggested some buyers could turn to the condominium market. While still setting all-time price records, condos are still cheaper than single-family homes.

"Condo sales took a big hit in March on a year-over-year basis, but activity was actually up 7.5 percent when comparing activity to what we saw in March 2020," Warren said. "The condo inventory isn't quite

as depleted as the single-family market, so more buyers could turn to condos in the coming months as an alternative to single-family homes."

MAR reported condo inventory sat at 1,980 statewide in March, 37.3 percent off from the year before. Only 3,014 condos came to market in March, roughly even with March 2021, while the quarterly tally of new listings sat at 6,443, an 8.7 percent decline year-over-year.

There were 1,826 condominium sales in March 2022, according to The Warren Group, compared to 2,268 in March 2021 – a 19.5 percent decrease. Meanwhile, the median sale price increased 4.1 percent on a year-over-year basis to $460,000 – a new all-time high for the month of March.
Year-to-date, there have been 4,490 condo sales, a 17.2 percent decrease from the first three months of 2021 with a median sale price of $450,000, a 5.9 percent increase on the same basis.

***Residential Market Overview***

The U.S. Census Bureau publishes by community (state-wide) the number of new home permits issued on an annual basis. Please see the following table for statistical data concerning new construction permits issued for the State Of Massachusetts from 2012 to 2021.

BUILDING PERMITS IN MASSACHUSETTS – NEW CONSTRUCTION

| 2012 Permits | 2013 Permits | 2014 Permits | 2015 Permits | 2016 Permits | 2017 Permits | 2018 Permits | 2019 Permits | 2020 Permits | 2021 Permits |
|---|---|---|---|---|---|---|---|---|---|
| 5,920 | 7,100 | 7,309 | 6,922 | 7,514 | 7,278 | 7,169 | 6,292 | 8,495 | 6,561 |

*Source: U.S. Census Bureau*

**SITE DESCRIPTION**

The subject site consists of a rectangular shaped parcel identified by the assessor's office as Map 47, Lot 8 and has 24.38+/- acres of land area. The site has 346.31+/- feet of frontage on Sandwich Road as well as 225.79+/- feet on the Route 3 exit ramp (no direct access). The site is level with an upward topography to the rear.

The parcel is improved with a one and two story commercial type building with footprint 23,080 square feet and a gross building area of 33,076 square feet. The building lot coverage is 3% and the floor are site area ratio is 0.04. Thus, the improvement covers a minimal portion of the site. The building is setback several hundred fee from Sandwich Road. There is a large parking area off Sandwich Road, and another one to the south of the building improvement.

The appraiser is not aware of any easements, encroachments, or restrictions that would affect the marketability or market value of the subject site. The structure does not appear to be located in a FEMA flood hazard area and would likely not require flood insurance. No wetlands were observed during my site visit; however, no warranties are made.

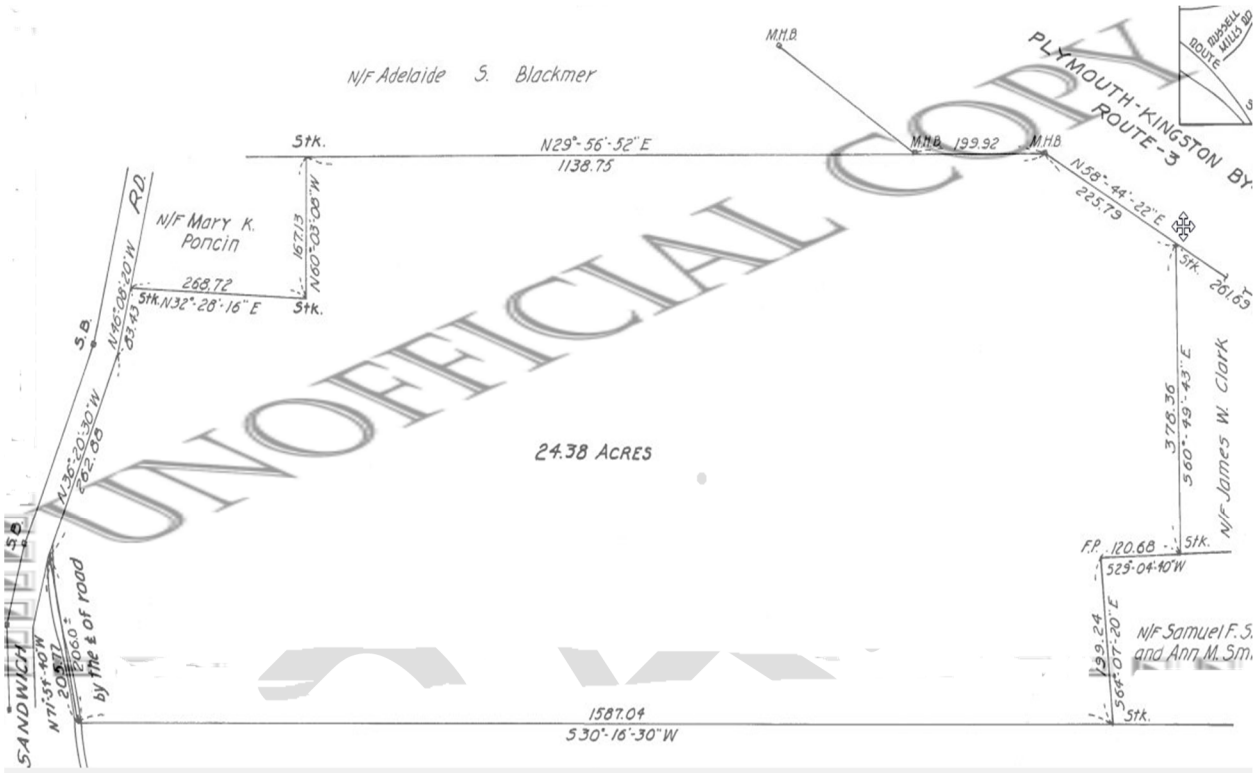
The property fronts on Sandwich Road, which is a publicly maintained roadway overhead lights and overhead utility lines. Utilities available to the site include electricity, natural gas, telephone lines, and municipal water. On-site sewer is required.

A brief inspection of the parcel did not reveal any hazardous waste conditions; however, no warranties are made regarding this matter. At least a Phase I site survey is recommended because of the commercial nature of this area. **This appraisal is based on the assumption that the site does not contain any hazardous waste conditions.**

In summary, the parcel is physically capable of supporting the existing improvements and has 19-20 acres of excess land that has good residential development potential.

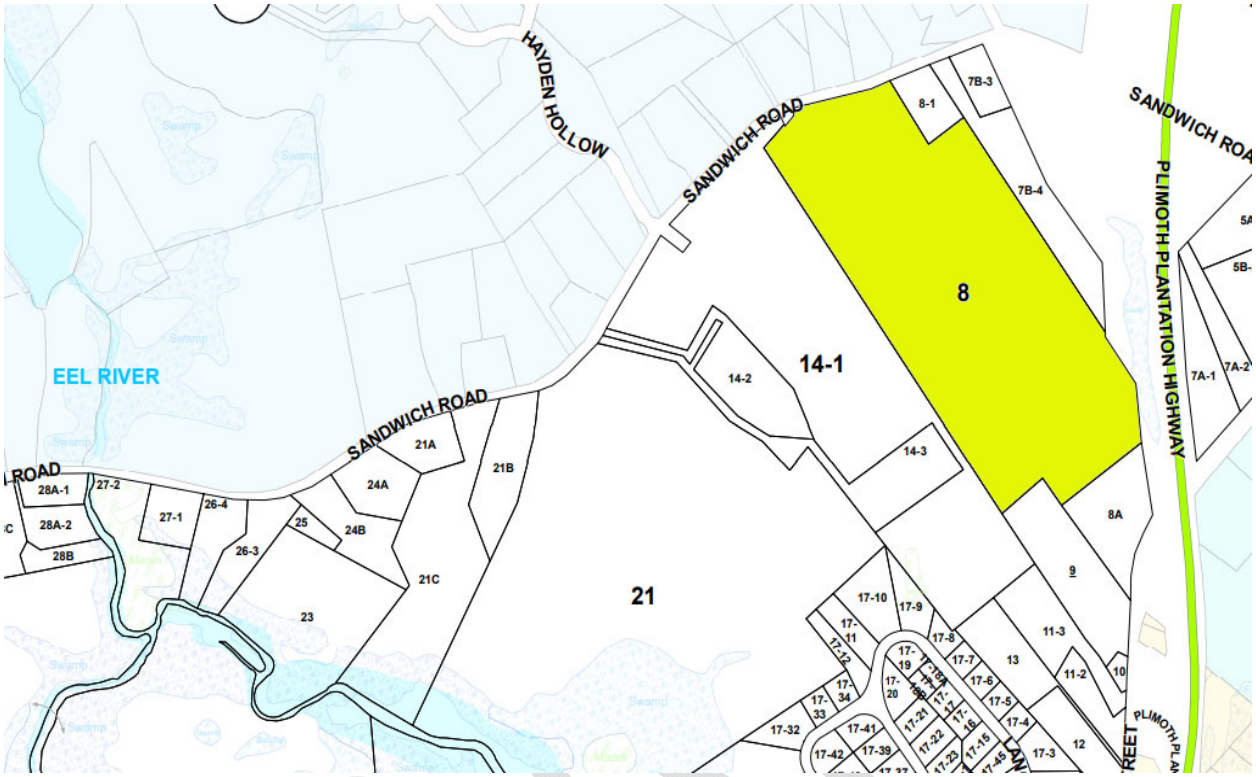
DRAFT

RECORDED SITE PLAN

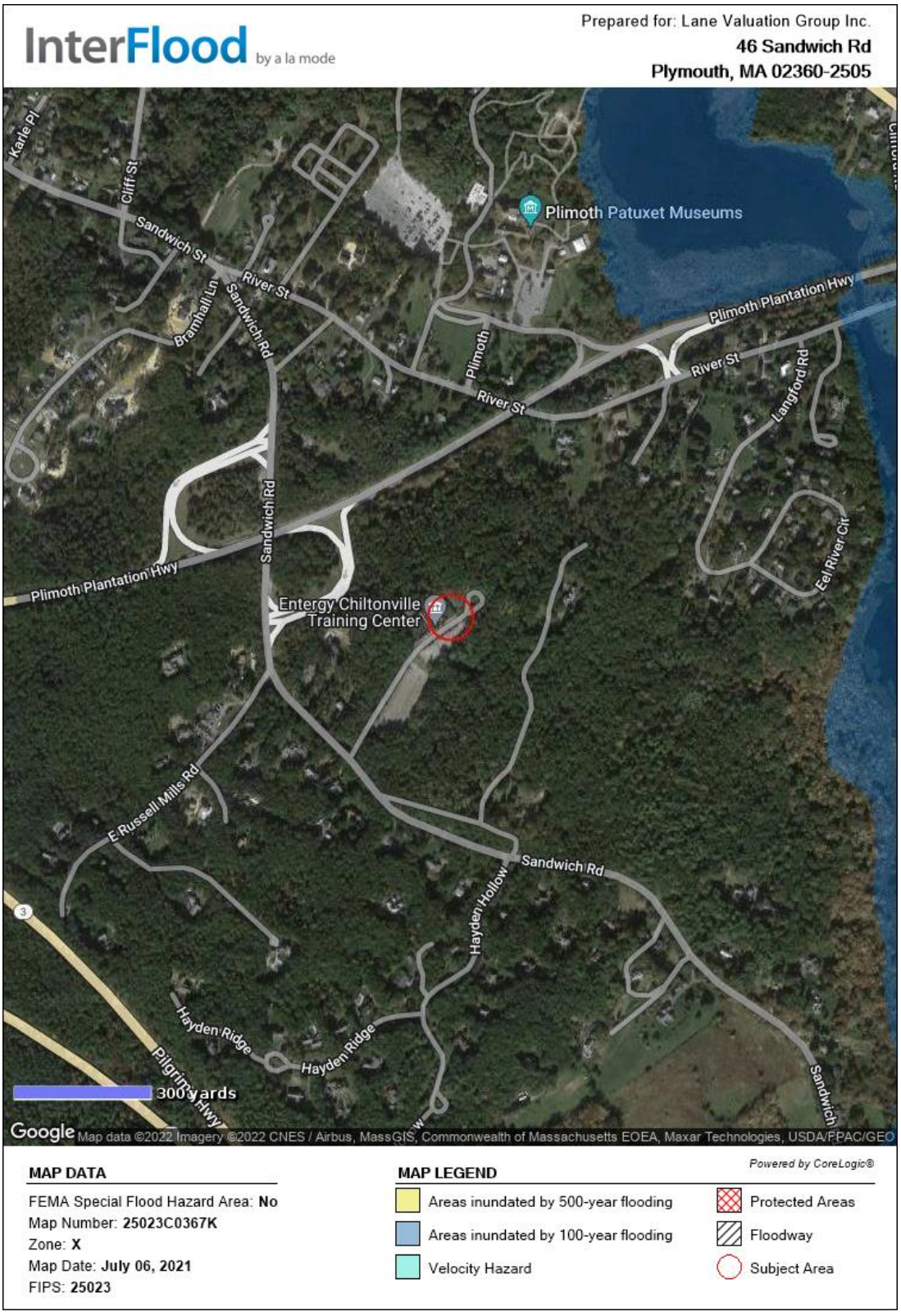



UNOFICIAL COPY

## ASSESSORS MAP




DRAFT


InterFlood by a la mode
Prepared for: Lane Valuation Group Inc.
46 Sandwich Rd
Plymouth, MA 02360-2505
Plimoth Patuxet Museums
Entergy Chiltonville Training Center
Sandwich St
River St
Sandwich Rd
Plimoth Plantation Hwy
Cliff St
Bramhall Ln
Plimoth
Langford Rd
Eel River Cir
E Russell Mills Rd
Hayden Hollow
Hayden Ridge
Pilgrim Hwy
300 yards
Google Map data ©2022 Imagery ©2022 CNES / Airbus, MassGIS, Commonwealth of Massachusetts EOEA, Maxar Technologies, USDA/FPAC/GEO
MAP DATA
FEMA Special Flood Hazard Area: No
Map Number: 25023C0367K
Zone: X
Map Date: July 06, 2021
FIPS: 25023
MAP LEGEND
Powered by CoreLogic®
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding
Velocity Hazard
Protected Areas
Floodway
Subject Area

**IMPROVEMENT DESCRIPTION**

***An inspection of the property was completed on May 12, 2022. Data contained within this section of the report is based on an inspection of the property and on Town records. The original plans and specifications for the property were not made available to the appraiser. Although the information contained herein is believed to be accurate, there could be some minor inaccuracies or omissions that are beyond the scope of the appraiser's inspection.***

The subject is a one and two-level office building containing 30,376± square feet of gross building area constructed on a concrete slab in 1974 according to municipal records.

The building is of steel and masonry construction, has a tar and gravel rood and older metal casement window. The building is served by a two stop passenger area that was working on the date of inspection. It has three phase electrical service with multiple panels, and a gas HVAC system with multiple condensers. There is 100% coverage with a wet sprinkler system.

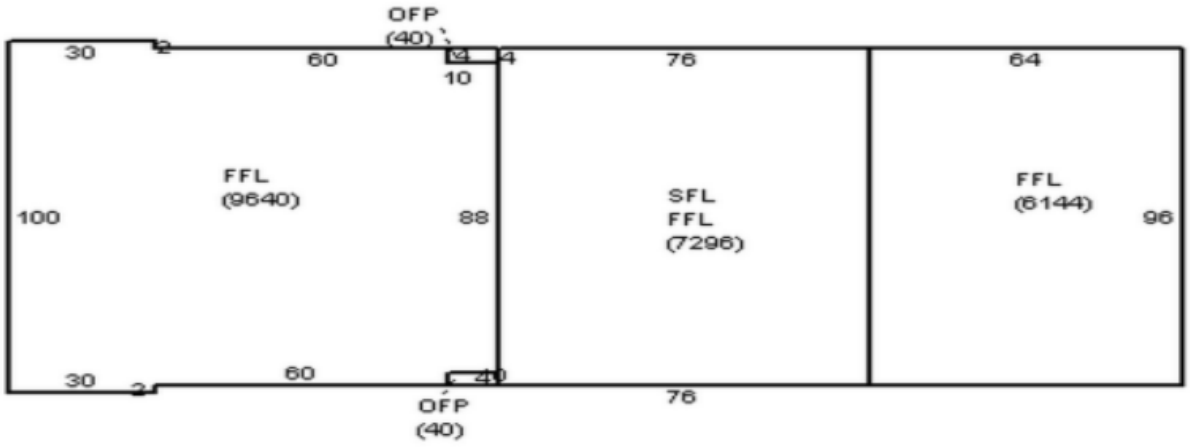
The building is currently configured as a training center and would easily be adaptable a religious, community, or educational facility. As seen in the attached layout, the property has multiple offices, classrooms, a lunchroom, two bathrooms, and an auditorium. The second floor is accessible via two sets of stairs and a passenger elevator. Finished include painted drywall partitions, dropped ceilings, and inlaid vinyl and carpeted floors.

Overall, the building is well maintained but is somewhat dated. Most users would require the property to be updated. In addition, the site has excess land that is not required to support the existing improvement.

For reference, see our subject photographs which follow:

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ASSESSORS SKETCH








Front of subject



Front of Subject



Side of Subject



Rear of Subject



Shed



Parking



Parking



Subject Lot



Subject Lot



Subject Lot



Subject Lot



Subject Lot



Subject Lot



Restroom



Restroom



Hallway



Office Space



Office Space



Office Space



Classroom



Office Space



Classroom



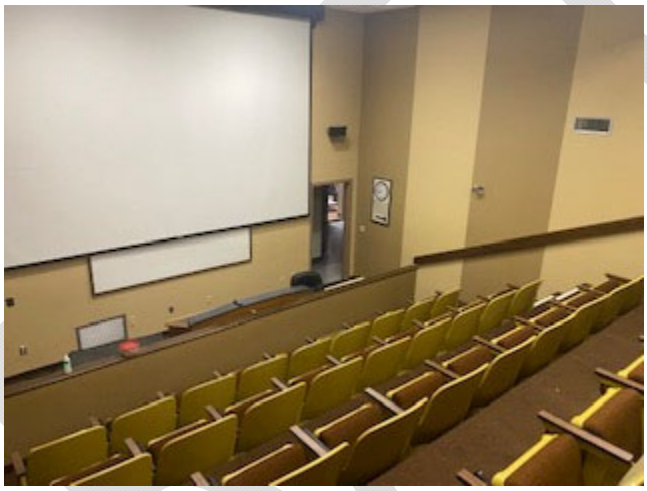
Office Space



Kitchen



Fireplace in Common Room



Auditorium



Sprinkler and Ceiling Tiles (Typical)



Main Electrical Room

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## OWNERSHIP, SALES HISTORY, & DEED OF PROPERTY

The subject ownership entity is Entergy Nuclear Generation Company who acquired the subject in an arms-length transfer from Boston Edison Company on July 13, 1999 for consideration of $10,000,000. The acquisition involved the subject tract (k/a Tract 4) and three (3) other tracts involving multiple parcels of land.

The subject property is being acquired by the Town of Plymouth. The acquisition price is $3,750,000. It is my opinion that the sale price is slightly below the subject's probable market value.

There have been no other subsequent transactions and none specifically within the past three years.

The current ownership documents can be found in the Plymouth County Registry of Deeds in Book 17658, Page 265. A copy of the current Deed and legal description is attached hereto as follows.

Please note that the deed and legal description is believed to be true and accurate, however, no warranties are made regarding this matter, as the appraiser has not performed a complete title search.

DRAFT

96136
Received &
PLYMOUTH
REGISTRY
13 JUL 199
RICHARD
REGIS
Bk 17658

**DEED**

BOSTON EDISON COMPANY, a Massachusetts corporation and electric company, whose principal place of business is at 800 Boylston Street, Boston, Suffolk County, Massachusetts 02199 ("Grantor"), for consideration paid and in full consideration of Ten Million Dollars ($10,000,000.00), the receipt of which is hereby acknowledged, does hereby grant to ENTERGY NUCLEAR GENERATION COMPANY, a Delaware corporation, whose address is 1340 Echelon Parkway, Jackson, Mississippi 39213 ("Grantee"), the following premises:

> Those certain parcels of land situated in the Town of Plymouth, Plymouth County, Massachusetts, and more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Granted Premises").

For title reference only, see deeds and instruments identified immediately following each description on Exhibit A.

Together with all buildings, structures, fixtures and other improvements, above or below ground, now located on or in the Granted Premises, except as provided herein with respect to the reserved easements described below.

Together with all other easements, rights and other matters appurtenant to the Granted Premises, but subject to all easements, covenants, conditions, restrictions, reservations and other matters of record, insofar as the same are in force and applicable, including, without limitation, all zoning, building and environmental land use laws, ordinances and regulations, and subject further to all outstanding and unpaid real property taxes assessed on the Granted Premises by the Town of Plymouth for the tax period July 1, 1999 to June 30, 2000 and for subsequent years, which taxes the Grantee, by acceptance of this deed hereby assumes and agrees to pay. Nothing herein shall be construed as an assumption by Grantee of any obligations of Grantor or its affiliates under any tax agreement now or hereafter made by Grantor with the Town of Plymouth, including, without limitation, the agreement dated March 16, 1999.

Excepting and reserving to the Grantor a perpetual right and easement (1) to erect, install, construct, reconstruct, replace, repair, maintain, use, operate, inspect and patrol one or more lines for the transmission of high and low voltage electric currents and lines for telecommunications, signal and control purposes, including ground wires, over, across, upon and under a strip of land three hundred (300) feet wide, said strip of land being shown as Parcels 16, 17, 18, 19, 20, 21, 22 and 22A on a plan ("the Plan") in two sheets entitled, "BOSTON EDISON COMPANY PLAN OF RIGHT OF WAY IN PLYMOUTH, MA. CANAL-WALPOLE LINE - PILGRIM STATION TRANSMISSION LINE", dated Oct. 30, 1998, sheets 1 of 2 and 2 of 2, signed by Wayne S. Carlson, RLS # 29283, on March 8, 1999 (said strip of land hereinafter referred to as the "Easement Area"), which lines may consist of towers, poles or pole structures, or

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conduits, pipes or ducts and manholes, with wires, cables, antennae and ground wires strung upon and from or installed within or upon the same, or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same, together with (a) all necessary foundations, anchors, guys, braces, insulators, hardware, fittings, equipment, enclosures and appurtenances located on or buried in the ground, and (b) such foot and vehicle bridges and ways of access (all to be located within the Easement Area or the Access Easements, as hereinafter defined) as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of the same (collectively, the "Facilities"); (2) to construct such Facilities, or any of them, at any time hereafter and at the same time or different times and to renew, add to, replace, remove and otherwise change the Facilities and each and every part thereof and the location thereof within said Easement Area which shall not exceed three hundred (300) feet in width; (3) to clear and keep clear, by physical, chemical or other means, said Easement Area or any part thereof of trees, underbrush, buildings and any other structures; (4) to remove any tree situated outside the Easement Area which, in the reasonable opinion of the Grantor, will endanger or interfere with the maintenance and operation of said Facilities; (5) to enter upon and pass along said Easement Area to and from the adjoining lands by way of the Access Easements as hereinafter defined for all the above purposes as reasonably required; (6) to enter upon and pass and re-pass, by foot and vehicle, and to grade, slope, improve, clear and keep clear of trees, underbrush and other obstacles, widen, drain, fence or similarly protect, maintain and utilize seven (7) certain strips of land ("the Access Easements"), being labeled on the Plan as "ACCESS EASEMENT A, B, C, D, E, F and G" respectively, said seven strips of land being located as shown on the Plan, to provide non-exclusive access to the Grantor to the Easement Area for all the above purposes as reasonably required, and in lieu of access to the Easement Area across other lands of Grantee (except private ways established by Grantee from time to time); (7) to enter upon and pass and re-pass, by foot and vehicle, over the "Edison Access Road" as shown on said Plan, and (8) to enter upon and pass and re-pass, by foot and vehicle, over certain paved portions of registered land of the Grantor, Certificate of Title No. 80710, situated outside the Easement Area, subject to any reasonable provisions of the Grantee in regards to security therein, in order to provide necessary access to the northwesterly portion of Parcel 22.

Further excepting and reserving to the Grantor any of the Facilities that exist on the Easement Area as of the date hereof, such Facilities being excluded from the within grant. All taxes for the Facilities shall be the responsibility of the Grantor.

The registered land affected by the reservation set forth above is described in Certificates of Title Nos. 80710 and 39971. The unregistered parcels affected by the reservation set forth above are described in deeds recorded in Book 3416, Page 84 and Book 3405, Page 233.

By the acceptance of this deed, the Grantee, for itself and its successors in title to the Easement Area and the Access Easements, covenants and agrees with the Grantor, its successors and assigns, that neither the Grantee nor any of its successors in title will (a) use or alter said Easement Area or the Access Easements, or change the present grade or

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ground level of the surface thereof by excavation, filling or otherwise, in any manner which in the reasonable judgment of the Grantor, will endanger or interfere with the proper operation or maintenance of the Facilities; or (b) install or have installed within the Easement Area or the Access Easements any structures, buildings, overhead utility lines and appurtenances, septic tanks, fields and other soil absorption system components, detention, retention or similar basins, wetland replication areas, roadways or driveways; or (c) install any landscaping, trees, shrubs, lawn areas, vegetable gardens, flower gardens, footpaths, trails or similar ways of access, walls, fences or gates within the Easement Area or the Access Easements, without, in each instance, first obtaining prior written approval from the Grantor, not to be unreasonably withheld or delayed, said approval being a written agreement, drafted by the Grantor, executed by the Grantee and the Grantor, said agreement covering the conditions to be adhered to by the Grantee within the Easement Area or the Access Easements; (d) install any aboveground structure, including but not limited to lighting poles, highway signs, traffic signal structures or similar structures, within Parcel 22A, as shown on said Plan, or widen any portion of the existing roadway situated within Parcel 22A; or (f) do any other act which may be inconsistent with the rights and easements herein reserved.

Grantor, for itself and its successors and assigns, covenants and agrees, with respect to the Easement Area and the Access Easements, that Grantor shall install, maintain, operate, upgrade, repair, reconstruct, relocate, and replace any Facilities (a) in accordance with all applicable laws, rules, regulations, codes and industry safety and reliability standards, and (b) at Grantor's sole cost and expense, except as may otherwise be provided under any applicable law, rule or regulation, but in no event shall Grantee be responsible for any such cost or expense.

Grantor's reservation of easement rights with respect to the Easement Area and the Access Easements shall not preclude Grantee, or its successors or assigns, from constructing, installing, maintaining, repairing, replacing, altering, adding to, using and operating a natural gas pipeline or pipelines under, along, within and across Grantor's retained easements, to serve any existing or new generation facilities located on the Granted Premises; provided, however, that Grantee's foregoing rights shall be subject to the following conditions: (a) Grantee shall comply with all applicable laws, rules, regulations, codes and industry safety and reliability standards applicable to the co-location of gas and high voltage electric lines; (b) Grantee shall prepare, prior to the commencement of any work, at its sole cost and expense, all necessary engineering and other plans and drawings necessary for approval of such pipeline by applicable governmental authorities and for Grantor's approval, such approval not to be unreasonably withheld or delayed; (c) Grantee shall not install or have installed a natural gas transmission valve station blow-off valve within one hundred fifty (150) feet of either sideline of the Easement Area; and (d) such pipeline shall not unreasonably interfere with Grantee's use of the Easement Area and the Access Easements for purposes described herein.

Grantor hereby further retains the perpetual, non-exclusive easements for access to (in common with Grantee and others over existing accessways or such other ways as

designated by Grantee from time to time providing reasonable access), and for installation, maintenance, operation, upgrading, repair, reconstruction, relocation and replacement of, all telecommunications facilities owned by the Grantor, and located on two tower structures now located on the Granted Premises and commonly known as and referred to as the Pine Hills Tower (located on Lot 527 shown on Land Court Plan No. 5279-47 described in Certificate of Title No. 59249) and the Cleft Rock Tower (located on Lot 525 on Land Court Plan No. 5279-45 described on Certificate of Title No. 39971, such easements to continue for so long as such towers, or replacements thereto, remain on the Granted Premises.

No cessation of use or operation of the reserved easements shall be deemed an abandonment thereof resulting in the termination of any aspect of the reserved easements, unless the holder thereof at the time of such cessation of use or operation releases to Grantee, its successors and assigns, in a written instrument in recordable form, its right in such reserved easements, or any one or more of the same.

In exercising any or all of the Grantor's rights, easements and other matters reserved in this deed, and in connection with the existence at the Granted Premises of the Facilities and any other Grantor's improvements, property and equipment including all appurtenances, Grantor shall indemnify, defend and hold harmless Grantee and its successors, legal representatives and assigns from and against all claims, losses, costs, damages and expenses, including reasonable attorney fees and expenses arising from any negligent or willful act or omission of Grantor or its employees, agents or contractors.

Grantee shall have the right, at its sole cost and expense (including, without limitation the cost of all permitting), at any time and from time to time, to relocate any and all of the Facilities and other Grantor's improvements, property and equipment, including all appurtenances, the Access Easements and all other rights and easements and other matters reserved herein, at the Granted Premises, provided that there shall be no change to the nature or the utility of any such Facilities, improvements, property and equipment, other than the physical location thereof on the Granted Premises, as a result of any such relocation. Grantee shall provide Grantor with any such relocation plans and all other documentation for such relocation for its review and approval, such approval not to be unreasonably withheld or delayed.

Grantor acknowledges that the Grantee shall have the right to use the Easement Area and Access Easements for all purposes not inconsistent with the Grantor's rights herein reserved.

By its acceptance of this deed and the recording thereof, the Grantee acknowledges its present intention to continue to use and qualify those parcels heretofore qualified, assessed and taxed under the provisions of Massachusetts General Laws, Chapter 61, in accordance with the provisions thereof.

The Granted Premises do not constitute all or substantially all of the real property of Grantor in the Commonwealth of Massachusetts.

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Executed as a sealed instrument as of the 12 day of July, 1999.

BOSTON EDISON COMPANY

By: James J. Judge
Name: James J. Judge
Title: Senior Vice President and Treasurer

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss. July 12, 1999

Then personally appeared before me the above named James J. Judge, Senior Vice President and Treasurer of BOSTON EDISON COMPANY, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer, and the free act and deed of said corporation.

Notary Public
My commission expires:

NEVEN RABADJIJA
Notary Public
Commission Expires January 20, 2006

CANCELLED
PLYMOUTH
DEEDS REGISTRY
07/13/99 10:13AM 01
000000 #3421
FEE $45600.00
CASH $45600.00

5

**EXHIBIT A**

To Deed from Boston Edison Company to Entergy Nuclear Generation Company of Premises in Plymouth, Plymouth County, Massachusetts

The Granted Premises consist of the following four (4) tracts of land, the first three consisting of multiple parcels and the fourth consisting of a single parcel, with the buildings and improvements thereon, situated in Plymouth, Plymouth County, Massachusetts.

490 Rocky Hill Road, Plymouth, Mass. 02360
680 Rocky Hill Road, Plymouth, Mass. 02360
0 Rocky Hill Road, Plymouth, Mass 02360
769 Rocky Hill Road, Plymouth, Mass. 02360
0 State Road, Plymouth, Mass. 02360
0 State Road Pine Hills, Plymouth, Mass. 02360
423 State Road, Plymouth, Mass. 02360
159 Rocky Hill Road, Plymouth, Mass. 02360
0 State Road Pine Hills, Plymouth, Mass. 02360
0 State Road Pine Hill, Plymouth, Mass. 02360
189 Rocky Hill Road, Plymouth, Mass. 02360
427 State Road, Plymouth, Mass. 02360
0 Pine Hills, Plymouth, Mass. 02360
0 Pine Hills, Plymouth, Mass. 02360
0 State Road, Plymouth, Mass. 02360
0 State Road, Plymouth. Mass. 02360
4 State Road, Plymouth, Mass. 02360

Fourth Tract

That certain parcel of land with the building and improvements thereon, situated on the easterly side of Sandwich Road in said Plymouth, containing 24.38 acres, and being the parcel of land shown on a plan entitled "COMPILED PLAN OF LAND IN PLYMOUTH, MASS. BELONGING TO BIBLE BAPTIST CHURCH OF PLYMOUTH", signed by John W. Mich, Registered Land Surveyor, dated May 15, 1982, in Plan Book 23, Page 100.

Said parcel of land is bounded and described according to said plan as follows:

| | |
|---|---|
| Southwesterly: | by said Sandwich Road, three hundred forty-six and 31/100 (346.31) feet; |
| Northwesterly: | by land now or formerly of Mary K. Poncin, two hundred sixty-eight and 72/100 (268.72) feet; |
| Southwesterly: | again by said Poncin land, one hundred sixty-seven and 13/100 (167.13) feet; |
| Northwesterly: | again by land now or formerly of Adelaide S. Blackmer, eleven hundred thirty-eight and 75/100 (1,138.75) feet; |
| Northwesterly: | again, but more northerly, by the Plymouth-Kingston By-Pass, Massachusetts State Highway, Route 3, two hundred twenty-five and 79/100 (225.79) feet; |
| Northeasterly: | by land now or formerly of James W. Clark, three hundred seventy-eight and 36/100 (378.36) feet; |
| Southeasterly: | by land now or formerly of Samuel F. Smith and Ann M. Smith, one hundred twenty and 68/100 (120.68) feet; |

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Northeasterly: again by said Smith land, one hundred ninety-nine and 24/100 (199.24) feet;

Southeasterly: again by land now or formerly of Mafalda C. Pioppi, fifteen hundred eighty-seven and 04/100 (1,587.04) feet; and

Southerly: by a road, two hundred five and 77/100 (205.77) feet, more or less.

For the title of Boston Edison Company to the Fourth Tract, see a deed dated July 30, 1982 recorded in Book 5184, Page 18 from Bible Baptist Church of Plymouth.

The street address for the Fourth Tract is 46 Sandwich Road, Plymouth, MA 02360.

OFFICIAL C

18

END OF INSTRUMENT

Note: Portions of Page 6 as well as Pages 7-16 have been omitted as they relate to parcels not part of the property being conveyed.

**ASSESSMENT**

The subject property is currently assessed by the Town of Plymouth as follows:

| | |
|---|---|
| PARCEL | Map 47, Lot 8 |
| USE: | Office Building |
| TOTAL VALUE | $3,468,700 |
| TOTAL REAL ESTATE TAXES (2022) | $53,522.04<br>CPA $802.83<br>Total Tax $54,324.87 |
| Fiscal 2022 Tax Rate/CPA % | $15.43 Per thousand dollars valuation, 1.5% CPA |

The 2022 fiscal tax rate in Plymouth is $15.43 per thousand dollars for commercial properties, and they also charge a Community Preservation Act Tax of 1.5% of the subject's tax. Overall, the current assessment appears to be lower than the current market value of the property. This would likely have no effect on the subject's marketability.

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**ZONING**

The subject property is located within the Town of Plymouth Large Lot Residential (R40) Zoning District. The intent of this zoning district is "to reserve areas for low density Single-Family residential development outside Village Service Areas within reasonable proximity of community facilities, services and utilities."

Some of the legally permissible uses in this district include single-family homes, day camps, recreation, childcare, schools and agriculture. The subject's office/training use does not appear compatible with the Zoning District's intent. However, religious uses, community centers, and educations uses (schools) are an allowed use.

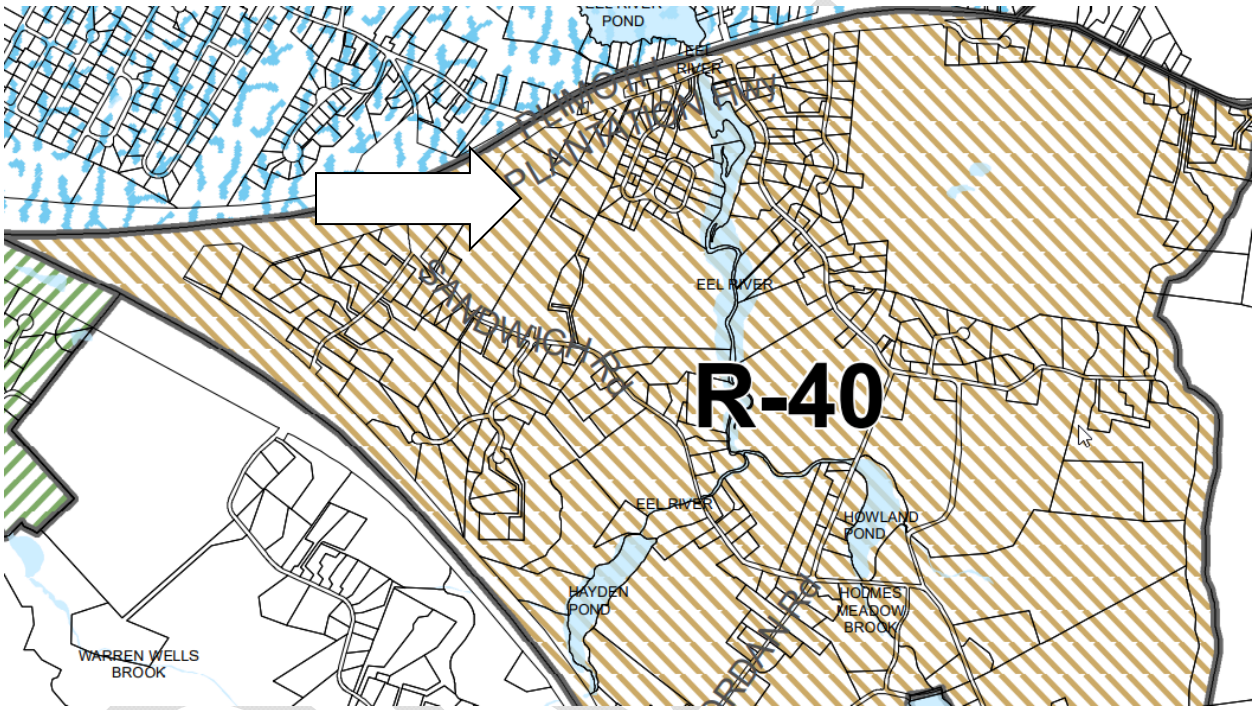
Large Lot Residential (R40) Zoning District.

| Category | Requirement |
|---|---|
| Minimum Lot Size - | 40,000 Square Feet |
| Minimum Frontage - | 150 feet |
| Minimum Front, Side and Rear Yard Setback - | 50 feet, 25 feet, and 50 feet |
| Maximum Lot Coverage - | 25% |
| Maximum Building Height - | 35 feet |
| Parking - | 1.0 Space/200 SF GBA |

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Based on the review of the zoning regulations, we find that the subject is a non-conforming use that meets all of the dimensional requirements of the zoning district. In addition, the site has excess land that could be redeveloped separately from the existing building improvement.

## ZONING MAP



## HIGHEST AND BEST USE

Highest and best use is defined as follows:

"The most profitable likely use to which a property can be put. The opinion of such use may be based on the highest and most profitable continuous use to which the property is adapted and needed, or likely to be in demand in the reasonably near future. However, elements affecting value that depend on events or a combination of occurrences that, although in the realm of possibility, are not fairly shown to be reasonably probable, should be excluded from consideration. Also, if the intended use is dependent on an uncertain act of another person, the intention cannot be considered.[4]

In estimating highest and best use, the appraiser has considered the following stages of analysis:

(1) possible use -- what uses of the site in question are physically possible.

(2) permissible use -- what uses are permitted by zoning and deed restrictions on the site in question.

(3) feasible use -- which possible and permissible uses will produce a net return to the owner of the site.

(4) maximally productive - among the feasible uses, which use will produce the highest net return or the highest worth.

APPLICATION TO SUBJECT

The subject property is currently utilized as a closed training facility in a lot containing 24.38 acres of land. The training facility is a quasi-special use property that would be appealing as a community center, small educational facility, or religious facility. In addition, the site has excess land, which is land that is not needed to serve or support the existing improvement. **Excess land can be partitioned, sold separately, and valued separately.**

[4] The Dictionary of Real Estate Appraisal, The American Institute of Real Estate Appraisers, Second Edition, (Chicago: American Institute of Real Estate Appraisers, 1989), page 149.

Discussions with local investors indicate that, with the right user in place, the existing building does have appeal and that there are users in the marketplace. Therefore, it is my opinion that its highest and best use would be to subdivide the site with 5 acres in place to support the existing improvement. The remaining 19.38 acres would be utilized for residential development. It would appear that the subject could support a 19 to 20 lot subdivision, with 19 to 20 lots containing 780,000 to 800,000 square feet (40,000 each) and 44,000 to 87,000 square feet available to support the roadway.

If the property were vacant, its moist likely use would be to develop it with a residential subdivision consistent with the zoning parameters of the R-40 zoning district. Based on our interpretation of zoning it appears that the site could support a 23-25 lot subdivision.

DRAFT

## VALUATION METHODOLOGY & ANALYSIS

There are three methods of estimating the value of Real Estate: The Sales Comparison Approach, the Income Approach and the Cost Approach.

The Cost Approach requires an opinion of value of the underlying land as though vacant and available to be put to its highest and best use. The cost of the improvements, less accrued depreciation, is then added to the land value to arrive at a total value indication. This approach is usually most effective for properties that have relatively new improvements and in areas where there may be similar land available for development. The Principle of Substitution dictates that a potential buyer might not pay more for an existing property if he could build one for the same (or less) effective cost.

The Sales Comparison Approach considers actual sales of similar properties that have occurred in an open, competitive market. The basis for this approach is that a prudent buyer will guide his actions by the behavior of others. This approach is usually expressed as a unit of comparison, such as price per square foot of gross building area or net rentable area, room, unit, etc.

The Income Approach analyses a property's capacity to generate net income and converts this capacity into an indication of value. The Income Approach reflects the value of the subject relative to prevailing income levels, expenses and capitalization rates. It is an approach seen through the eye of an investor whose primary interest is cash profit as opposed to amenity value. This approach is most effective when used for income generating properties that do not rely on owner occupancy for an appreciable income stream.

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The three (3) approaches vary in importance in the course of each appraisal. There are cases where all three may not be applicable to a particular appraisal problem, as in the case of a special purpose property or the lack of satisfactory market data.

**APPLICATION TO THE SUBJECT PROPERTY**

In this report, the Sales Comparison Approach was utilized to arrive at the subject's value "as is." The Cost Approach was considered, but not illustrated because typical investor buyers do not rely on replacement costs when analyzing a property like the subject. The Income Approach was not developed because properties like the subject (school, religious, community centers) are typically occupied by owner related entities.

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## SALES COMPARISON APPROACH

**The Sales Comparison Approach will first value to the existing improvement on a five acre parcel, and them will provide a separate value for the excess land on a 19.38 acre parcel.**

In providing an opinion of the market value via the Sales Comparison Approach, the school, community center, and religious building market in the subject's market area was analyzed and the most relevant data regarding sales and current listings of similar properties was considered. All data contained herein has been verified through sources considered reliable.

Relevant property sales were analyzed and related to the subject property with particular emphasis on location, conditions and terms of sale, and physical characteristics such as floor area, income producing capacity, effective age, utility, condition, location and building size.

The sales and/or listings considered most relevant in this analysis are as follows...

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## COMPARABLE SALE #1



| | |
|---|---|
| LOCATION: | 40 Brick Kiln Road<br>Chelmsford, Massachusetts 01824 |
| GRANTOR: | ABP Enterprise LLC |
| GRANTEE: | Mattone Forno LLC |
| SALES PRICE: | $2,600,000 |
| DATE OF SALE: | April 15, 2022 |
| LAND AREA: | 4.8 acres |
| GROSS BUILDING AREA: | 19,906 SF |
| PRICE/SF-GBA: | $130 |

COMMENTS:

This is the sale of a wood-frame constructed, former Middle School building, built in 2002, and fully leased until 1/27 by the Commonwealth of Massachusetts for use as the Middlesex Sheriff's Office Training Academy. The building is located within a mixed industrial and residential use area with good access to local transportation routes and the regional highway system. The building was in good condition at the time of sale. The transaction is recorded at the North Middlesex County Registry of Deeds in Book 36984 on Page 104. Financing was provided by Leader Bank ($1,800,000).

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## COMPARABLE SALE #2



| | |
|---|---|
| LOCATION: | 31 Commerce Way<br>Norwood, Massachusetts 02062 |
| GRANTOR: | Commerce Way LLC |
| GRANTEE: | The May Institute, Inc. |
| SALES PRICE: | $6,000,000 |
| DATE OF SALE: | September 9, 2020 |
| LAND AREA: | 4.6 acres |
| GROSS BUILDING AREA: | 52,854 SF |
| PRICE/SF-GBA: | $114 |

COMMENTS:

This is the sale of two (2) free standing buildings containing a combined total of 52,854 square feet of educational use space that were built between 1981 and 1995. Both buildings were previously leased to Kehillah Schechter Academy. The buildings are located within a primarily commercial use area with good access to local and regional transportation systems. The buildings were considered to be in average physical condition. The transaction is recorded at the Norfolk County Registry of Deeds in Land Court Document #1455190. This was an all-cash transaction.

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## COMPARABLE SALE #3



| | |
|---|---|
| LOCATION: | 594 Washington Street<br>Braintree, Massachusetts 02184 |
| GRANTOR: | Clements Investments LLC |
| GRANTEE: | Pashupatinath Buddha Foundation of New England |
| DATE OF SALE: | August 7, 2019 |
| SALE PRICE: | $1,750,000 |
| SITE AREA: | 19,602 Square Feet |
| GROSS BUILDING AREA: | 10,806 Square Feet |
| PRICE/SQ. FT.: (Unit) | $162 |
| COMMENTS: | |

This is the sale of a brick church (formerly the First Baptist Church of Braintree) built in 1963. The site has 171.1 feet of frontage along Washington Street and 190 feet along Sampson Avenue in Braintree. The building is currently occupied by South Shore Elder Services and the Napali Community Centre and is fully air conditioned. There are 48 parking spaces on site. The building area contains 10,806 SF of above grade GBA. The above grade GBA does not include an additional 5,143 SF of finished basement area, but does include 1,791 SF on a garden level that is mostly above grade. Financing in the amount of $875,000 was provided at the time of sale by Leader Bank NA. See Book 37039, Page 3 (Norfolk County). The property was reportedly on the market for 120 days prior to sale with an asking price of $1,700,000.

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## COMPARABLE SALE #4



| | |
|---|---|
| LOCATION: | 150 Fisher Avenue<br>Brookline, MA 02445 |
| DATE OF SALE: | January 4, 2021 |
| GRANTOR: | Welltower TRS Holdco LLC |
| GRANTEE: | Town of Brookline |
| SALE PRICE: | $9,363,996 |
| LAND AREA: | 61,136 SF |
| BUILDING AREA: | 51,202 Square Feet |
| PRICE PER SQ. FT.: | $183 |

COMMENTS:

This was the sale of the former Newbury College in Brookline. The seller sold the property because it was excess real estate. The subject properties were part of the former Newbury College campus, which the seller bought in September 2019 for $34,000,000 to convert the property into a senior living campus. The Town of Brookline said that the parcels were sold back to them because they are not using those sites for their redevelopment of the campus. A town representative confirmed the information shown in this report and that they will be hosting a public planning process to determine the future of the site. The three-story brick and masonry building was originally built in 1955. The overall condition was below average. The ownership document is filed in the Norfolk County Registry of Deeds in Book 38841, Page 520. No previous sales within the past there years.

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## COMPARABLE SALE #5



| | |
|---|---|
| LOCATION: | 44 Bedford Street<br>Middleboro, MA 02344 |
| DATE OF SALE: | July 9, 2020 |
| GRANTOR: | ABC Commercial Properties, Inc. |
| GRANTEE: | CVA Realty, LLC |
| SALE PRICE: | $4,600,000 |
| LAND AREA: | 17.68 Acres |
| BUILDING AREA: | 40,514 Square Feet |
| PRICE PER SQ. FT.: | $114 |

COMMENTS:

This sale is located along Bedford Street, which is also known as Route 18/28, a well-traveled roadway in Middleboro. The neighborhood is defined by the area bordered by the Bridgewater River to the north, Summer Street, Murdock Street, and Everett Street to the east, Route 44 to the south, and Interstate 495 to the west. This property contains a total of 17.68 acres. The site has about 608.0 feet of frontage along the west side of Bedford Street. The site is currently improved with an industrial office building containing 40,514 square feet of gross floor area that is currently unoccupied. The buyer renovated the building after the sale and converted it to an educational use. The property is 100% leased to READS Collaborative. The overall condition of the property of the property was only average at the time of sale. The renovation cost was $5,735,000. The property was leased at $22/SF plus repairs/maintenance, utilities, insurance, and real estate taxes over the base year ($150,000). The ownership document is filed in the Plymouth County Registry of Deeds in Book 53050, Page 169. No previous sales within the past there years. Rockland Trust financed the sale and construction costs in the amount of $9,500,000.

BUILDING SALES ANALYSIS

The appraiser has abstracted and analyzed recent sales of five educational and/or religious type buildings from the subject's market area. The sales' significant differences from the subject and the adjustments made to value for those differences are detailed below and in the Comparable Sales Adjustment Grid on the following page.

1. PROPERTY RIGHTS CONVEYED - The interest conveyed in all of the sales was the fee simple estate or the leased fee estate at market rents. Thus, no adjustments were required.
2. FINANCING - The comparable sales utilized were either sold at market rates and terms, cash considerations, or the equivalent of cash. Thus, no financing adjustments were necessary.
3. CONDITION OF SALES - Each of the comparable sales were verified through Assessor's Records, Registry of Deeds, Buyer, Seller, Broker or a combination of the above. Based on this research, all of the sales were recognized as arm's-length transactions.
4. MARKET CONDITIONS (TIME) – The sales sold from 2019 to 2022 and are reflective of current market conditions. Thus, no adjustments were made.
5. LOCATION ADJUSTMENT - Location adjustments are sometimes needed to reflect any increase or decrease in value based on a property's location. That is, a certain site may experience better access to arterial traffic, exposure or compatibility with the surroundings; thus, creating a more desirable location and vice versa. The subject has inferior visibility but good highway access. The location is considered good visibility and is located in Downtown Plymouth. Sale 2 has inferior visibility on a secondary average to good. Sales 2, 3, and 4 have superior locations and were adjusted down by 10% to 25%.
6. CONDITION – The subject is in somewhat dated condition. Although a physical inspection did not uncover any atypical/adverse conditions, the property is dated and would need to be renovated for a new user. Sales 1 and 2 are in superior condition and were adjusted up by 5% to 15%.
7. SIZE ADJUSTMENT - This adjustment takes into consideration the total size (or square footage) of a particular property. Generally, a buyer is willing to pay a greater amount (on a square foot basis) for

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a smaller sized property, than he would pay for a larger property with similar features and vice versa relative to larger properties. Sale 3 is smaller than the subject and was adjusted down by 10%.

8. UTILITY – The sales all have similar utility. No adjustments were made.
9. PARKING AND LAND AREA ADJUSTMENT – This adjustment takes into consideration the availability of parking and land area of a site and the size of the property which is important for office properties like the subject. Sales 2, 3, 4, and 5 were adjusted relatively to this site utility in comparison to the subject.

**Comparable Sales Adjustment Grid**

| Factors | Subject | Sale #1 | Sale #2 | Sale #3 | Sale #4 | Sale #5 |
|---|---|---|---|---|---|---|
| Address | *46 Sandwich Street, Plymouth* | *40 Brick Kiln Road Chelmsford* | *31 Commerce Way, Norwood* | *594 Washington Street Braintree* | *150 Fisher Ave Brookline* | *44 Bedford Street Middleboro* |
| **Effective Price** | **na** | **$2,600,000** | **$6,000,000** | **$1,750,000** | **$9,363,996** | **$4,600,000** |
| **Building Size (GBA)** | **30,376** | **19,906** | **52,854** | **10,806** | **51,202** | **40,514** |
| **Price Per SF** | | **$131** | **$114** | **$162** | **$183** | **$114** |
| Property Rights Conveyed | Fee Simple | Leased Fee<br>0% | Fee Simple<br>0% | Fee Simple<br>0% | Fee Simple<br>0% | Leased fee<br>0% |
| Prop. Rights Adjusted Price | | $2,600,000 | $6,000,000 | $1,750,000 | $9,363,996 | $4,600,000 |
| Financing | | Typical<br>0% | Typical<br>0% | Typical<br>0% | Typical<br>0% | Typical<br>0% |
| Fin. Adjusted Price | | $2,600,000 | $6,000,000 | $1,750,000 | $9,363,996 | $4,600,000 |
| Conditions of Sale | | Typical<br>0% | Typical<br>0% | Typical<br>0% | Typical<br>0% | Typical<br>0% |
| Conditions Adjusted Price | | $2,600,000 | $6,000,000 | $1,750,000 | $9,363,996 | $4,600,000 |
| Market Conditions (Date) | May-22 | Apr-22<br>0% | Sep-20<br>0% | Aug-19<br>0% | Jan-21<br>0% | Jul-20<br>0% |
| Adjusted Price | | **$2,600,000** | **$6,000,000** | **$1,750,000** | **$9,363,996** | **$4,600,000** |
| Location | Avg-Good | Similar<br>0% | Superior<br>-10% | Superior<br>-10% | Superior<br>-25% | Similar<br>0% |
| Condition | Dated | Avg/Good<br>-15% | Average<br>-5% | Similar<br>0% | Similar<br>0% | Similar<br>0% |
| Building Size (GBA) | 30,376 | 19,906<br>0% | 52,854<br>0% | 10,806<br>-10% | 51,202<br>0% | 40,514<br>0% |
| Building Utility | Average | Average<br>0% | Average<br>0% | Average<br>0% | Average<br>0% | Average<br>0% |
| Land Size<br>Land to Building Ratio (to 1) | 217,800<br>7.17 | 209,088<br>10.50<br>0% | 200,376<br>3.79<br>5% | 19,602<br>1.81<br>10% | 61,136<br>1.19<br>10% | 770,141<br>19.01<br>-10% |
| **Net Adjustments**<br>**Adjusted Sale Price** | | **-15%**<br>**$2,210,000** | **-10%**<br>**$5,400,000** | **-10%**<br>**$1,575,000** | **-15%**<br>**$7,959,397** | **-10%**<br>**$4,140,000** |
| **Adjusted Price / Square foot** | | **$111** | **$102** | **$146** | **$155** | **$102** |
| **Range - $/SF**<br>**Average - $/SF**<br>**Median - $/SF** | **$102-$155**<br>**$123**<br>**$111** | | | | | |

**ANALYSIS**

After adjustments, the comparable sales had value factors ranging from $102 per square foot to about $155 per square foot. The mean of the adjusted range was $123 per square foot and the median was $111 per square foot. Sales 1, 2, and 5 were weighted most and had adjusted factors in the $102/SF to $111/SF range. **Thus, we have concluded that a value of $105 per square foot is most appropriate for the subject property. If such a value factor is applied to the subject property's gross building area, the following opinion is forwarded …**

**30,376 SF @ $105 per SF = $3,189,480**

**$3,200,000 (Rounded)**

**As noted, the above value is concluded for the existing building improvement on a 5 acre parcel of land. Thus, there is about 19.38 acres of land that could support a 19-20 lot residential subdivision.**

We estimated the market value via the Sales Comparison Approach, based up on the highest and best use of the subject's 19.38 acres as residential development site.

Comparable sales in the Southeastern and South Shore Massachusetts area have been analyzed and the most relevant data regarding sales and current listings of similar properties was considered. Relevant property sales were analyzed and related to the subject property with particular emphasis on location, site size, market conditions, terms of sale, permitting, and physical characteristics. All data contained herein has been verified through sources and considered reliable.

The sales considered most relevant in this analysis are as follows...

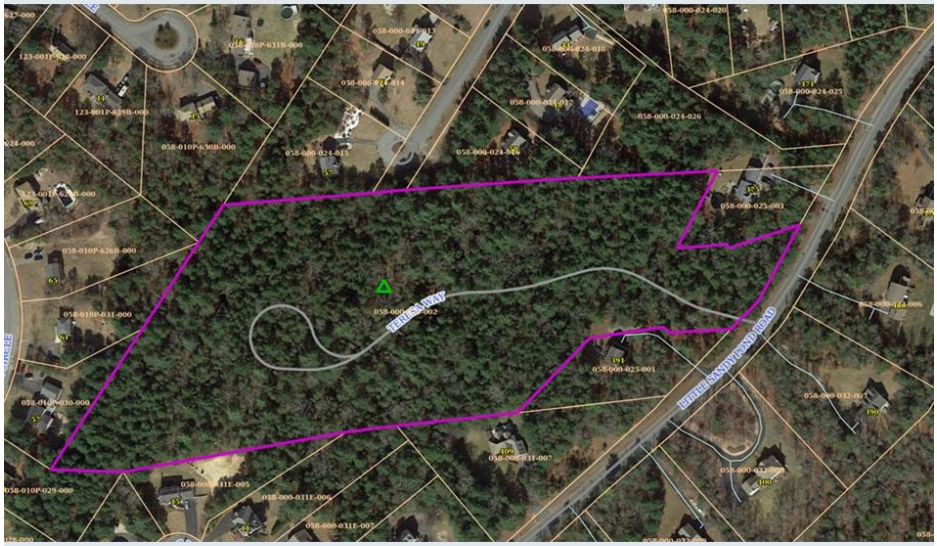
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## Comparable Land Sale #1



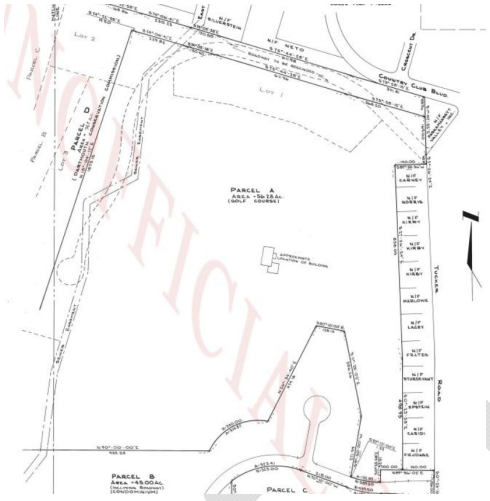
| 139-143 Beaver Dam Road<br>Plymouth, MA | | | |
|---|---|---|---|
| **Grantee** | Davis Nominee Trust | **Grantor** | Blissful Meadows LLC |
| **Sale Price** | $1,100,000 | **Sale Date** | 12/14/2019 |
| **Financing** | None noted | **Zoning** | R-25 Residential (RR) |
| **Site Size** | 765,784 SF (17.58 acres) all Upland | | |
| **Frontage** | About 240'+/- along Beaver Dam Road | **$/Upland Acre** | **$62,571** |
| **Legal Reference** | Book: 52045 Pg: 207 (Plymouth County Registry of Deeds) | | |
| **Location** | Parcel - Map 76 Block: 16 | | |
| **Site Characteristics** | The land is mostly level with 17.58 acres of wetlands located along Beaver Dam Road. The lot is within an area of single-family residential use. | | |
| **Proposed Use** | Age restricted detached condominiums (80) | | |
| **Comments** | The property was sold with all permits in place for an 80 unit age restricted condominium. The property was originally listed for $1,390,000 and sold for $1,100,000 with about 18 months marketing time. | | |

## Comparable Land Sale #2



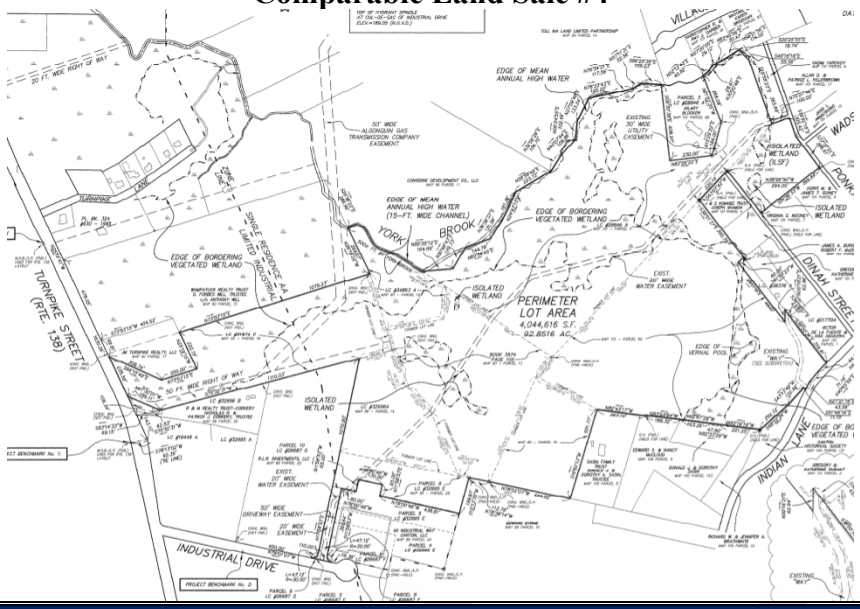

| 0 Little Sandy Pond<br>Plymouth, MA | | | |
|---|---|---|---|
| **Grantee** | Deasy Assoc., LLC | **Grantor** | Sandy Pines LLC |
| **Sale Price** | $850,000 | **Sale Date** | September 23, 2020 |
| **Financing** | None noted | **Zoning/Use** | R-25 (Residential) |
| **Site Size** | 11.24 Acres (all uplands) | | |
| **Frontage** | 2000± feet along Little Sandy Pond | **$/Upland Acre** | **$74,074** |
| **Legal Reference** | Book 53482 Page 296 (Plymouth County Registry of Deeds) | | |
| **Location** | The property is located in South Plymouth. | | |
| **Site Characteristics** | The lot is mostly level. It sold with approvals in place for a 15 lot subdivision. | | |
| **Proposed Use** | Residential Development | | |
| **Comments** | Sold for land development. There will be 15 25,000 +/- SF lots. The sale is based on granted permits and approvals for development. The property was listed for $1,300,000 in November 2018 and sold in about 9 months for $850,000. | | |

## Comparable Land Sale #3



| 970 Tucker Road<br>Dartmouth, MA | | | |
|---|---|---|---|
| **Grantee** | Bliss Investors LLC | **Grantor** | 970 Tucker Road LLC |
| **Sale Price** | $2,300,000 | **Sale Date** | 1/22/2021 |
| **Financing** | Assumption of Existing Mortgage | **Zoning/Use** | SRB (Residential) |
| **Site Size** | 56.28 Acres (Mostly Uplands) | | |
| **Frontage** | 152± feet | **$/Upland Acre** | **$40,867** |
| **Legal Reference** | Book 13616 Page 319(South Bristol County Registry of Deeds) | | |
| **Location** | Located in the central portion of Dartmouth in a residential area. | | |
| **Site Characteristics** | The property is a former 9 hole golf course and banquet center. Both facilities are closed. | | |
| **Proposed Use** | Unknown | | |
| **Comments** | The property was sold for redevelopment in January 20201. As of February 2021, it was back on the market with an asking price of $2,999,000. | | |

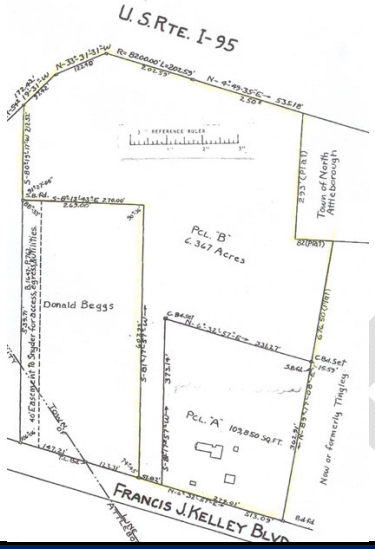
## Comparable Land Sale #4




| Turnpike Street<br>Canton, MA, MA | | | |
|---|---|---|---|
| **Grantee** | Toll Northeast 5 Corp. | **Grantor** | Pine Street Realty Corp. |
| **Sale Price** | $9,000,000 | **Sale Date** | 3/4/2020 |
| **Financing** | None | **Zoning/Use** | SRAA and Industrial |
| **Site Size** | 92.85 Acres<br>40 Acres Uplands | | |
| **Frontage** | 235± feet on Turnpike Street<br>190± feet on Indian Lane | **$/Acre** | **$225,000 (uplands)** |
| **Legal Reference** | Book 37649 Page 171 (Norfolk County Registry of Deeds) | | |
| **Location** | Located off Route 138 in a mixed use area of Canton. Also located off Indian Lane in a more residential setting. | | |
| **Site Characteristics** | The site is irregular in shape and has a rolling topography. There is 40 acres of uplands and 52.85 acres of wetlands. | | |
| **Proposed Use** | Approved as a flexible development for 30 single family homes. | | |
| **Comments** | This was the sale of an approved parcel of land for 40 single family homes. The buyer was Toll Brothers. This was an "all cash" sale with all permits in place. The homes are being marketed in the $1,500,000 range. Access to the subdivision is located off Indian Lane, | | |

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## Comparable Land Sale #5




| 12 Kelley Boulevard<br>North Attleboro, MA | | | |
|---|---|---|---|
| **Grantee** | John C. Wightman, Jr. and Janis L. Wightman | **Grantor** | Mill Street Preserve Limited Partnership |
| **Sale Price** | $890,000 | **Sale Date** | 11/2/2020 |
| **Financing** | None | **Zoning/Use** | R-20 Residential |
| **Site Size** | 8.89 Acres (all uplands) | | |
| **Frontage** | 330.83 Feet along the west side of Kelley Boulevard.<br><br>257.59 Feet along the east side of Interstate 95 | $/Acre | $100,112 (uplands) |
| **Legal Reference** | Book 26427, Pages 173-175 (Bristol County Registry of Deeds) | | |
| **Location** | This property is located at 12 Kelley Boulevard (Route 152) in the southeastern section of North Attleboro, near the City of Attleboro municipal border. The closest means of accessing Interstate 95 is available less than a ½ mile southwest of the property via Route 152 and Robert F. Toner Boulevard. | | |
| **Site Characteristics** | The site is irregular in shape and has a level. There is 8.89 acres of uplands. | | |
| **Proposed Use** | The owner recently razed the single family home that had been on the site and is in the process of seeking approvals for a 16-lot residential subdivision with about 1,000 linear feet of roadway. Approved as a flexible development for 30 single family homes. | | |
| **Comments** | This was the sale of an unapproved parcel of land for 15 single family homes. The buyer is still in the process of obtaining municipal approvals. | | |

LAND SALES ANALYSIS

The appraiser has abstracted and analyzed four recent land sales for residential development. The transactions will be examined more closely to equate the sales with the subject. Because there are variations between the properties that could affect value, adjustments are made to account for these differences. The following explains adjustments to subject property attributes when equated to the comparables.

- CONDITION OF SALES - Each of the four comparable sales were verified through Assessor's Records, Registry of Deeds, Buyer, Seller, Broker or a combination. Based on this research, the comparables were recognized as arm's-length transactions.
- MARKET CONDITIONS (Date of Sale) – The sales sold from 2019 to 2021. They were adjusted 5% to 15% for improved market conditions over the past three years.
- LOCATION ADJUSTMENT - Location adjustments may be needed to reflect any increase or decrease in value based on a property's location. That is, a certain site may experience better access to arterial traffic, exposure or compatibility with the surroundings; thus, creating a more desirable location and vice versa. Studying differences in rental rates and land values is a good indication of how location factors affect value. The subject property in the Town of Plymouth. Per Banker and Tradesman MLS, the median sale price of a single family home in 2021 was $481,000. Each sale was adjusted for location based on the median sale price in the Town in 2021 (per Banker and Tradesman).
- CONDITION /APPEAL – The subject has good appeal as a residential development site. Portions of the land is cleared due, soil conditions are sandy, and there are no wetlands. Sale 4 required more site work. Therefore, a plus 10% adjustment was made.
- SIZE ADJUSTMENT - This adjustment takes into consideration the total size (or square footage) of a particular property. Generally, a buyer is willing to pay more per square foot for a smaller site than a larger site based on economies of scale. Sales 2 and 5 are smaller sites and adjusted a minus 10%. Sales 3 and 4 are larger and were adjusted plus 10% to 15% for size.

- PERMITTING ADJUSTMENT - This adjustment takes into consideration the town approvals and permitting needed which allow site development and overall limits of usability based on wetlands, and/or green space or conservation space regulations placed on the site. In this case, Sales 1, 2 and 4 had approvals and permitting at the time of sale and a minus 20% adjustment was made to each. The permitting adjustment also considers the time value of money and that it could take 12 to 24 months to obtain all permits.

The following is the Quantitative Adjustment Grid….

| | Subject | Sale #1 | Sale #2 | Sale #3 | Sale #4 | Sale #5 |
|---|---|---|---|---|---|---|
| Address | *46 Sandwich Rd. Plymouth* | *139-143 Beaver Dam Road Plymouth* | *0 Little Sandy Pond Plymouth* | *970 Tucker Road Dartmouth, MA* | *Turnpike Street Canton* | *12 Kelley Boulevard, North Attleboro* |
| **Effective Price** | | **$1,100,000** | **$850,000** | **$2,300,000** | **$9,000,000** | **$890,000** |
| **Size (Upland Acres)** | **19.38** | **17.58** | **11.24** | **56.28** | **40** | **8.89** |
| | | | | | | |
| **Price Per Acre** | | **$62,571** | **$75,623** | **$40,867** | **$225,000** | **$100,112** |
| Property Rights Conveyed | Fee Simple | Fee Simple<br>0% | Fee Simple<br>0% | Fee Simple<br>0% | Fee Simple<br>0% | Fee Simple<br>0% |
| Prop. Rights Adjusted Price | | $1,100,000 | $850,000 | $2,300,000 | $9,000,000 | $890,000 |
| Financing | | Typical<br>0% | Typical<br>0% | Typical<br>0% | Typical<br>0% | Typical<br>0% |
| Fin. Adjusted Price | | $1,100,000 | $850,000 | $2,300,000 | $9,000,000 | $890,000 |
| Conditions of Sale | | Typical<br>0% | Typical<br>0% | Typical<br>0% | Typical<br>0% | Typical<br>0% |
| Conditions Adjusted Price | | $1,100,000 | $850,000 | $2,300,000 | $9,000,000 | $890,000 |
| Market Conditions (Date) | May-22 | Dec-19<br>15% | Sep-20<br>10% | Jan-21<br>5% | Mar-20<br>10% | Nov-20<br>10% |
| Adjusted Price | | **$1,265,000** | **$935,000** | **$2,415,000** | **$9,900,000** | **$979,000** |
| Location<br>Median Price of Home | Average<br>$481,000 | Average<br>$481,000<br>0% | Average<br>$481,000<br>0% | Inferior<br>$442,500<br>9% | Superior<br>$739,000<br>-35% | Superior<br>$485,000<br>-1% |
| Condition/Appeal | Good | Similar<br>0% | Similar<br>0% | Similar<br>0% | Inferior<br>10% | Similar<br>0% |
| Lot Size (Upland Acres) | 19.38 | 17.58<br>0% | 11.24<br>-10% | 56.28<br>15% | 40.00<br>10% | 8.89<br>-10% |
| Permitting | No Approved or Permitted | Superior<br>-20% | Superior<br>-20% | None<br>0% | Superior<br>-20% | None<br>0% |
| **Net Adjustments** | | **-20%** | **-30%** | **24%** | **-35%** | **-11%** |
| **Adjusted Sale Price** | | **$1,012,000** | **$654,500** | **$2,987,369** | **$6,443,708** | **$873,026** |
| **Adjusted Price / Upland Acre** | | **$57,565** | **$58,230** | **$53,080** | **$161,093** | **$98,203** |
| **Range - $/Upland Acre** | **$42,091 - $88,969** | | | | | |
| **Average - $/Upland Acre** | **$82,492** | | | | | |
| **Median - $/Upland Acre** | **$57,897** | | | | | |

As shown on the sales grid, the average of these four sales is at $82,000/upland acre and the median at $58,000/upland acre (both rounded). Sale 1 sand 2 were weighted most and a rounded value of $60,000 per acre appears reasonable.

***VALUE INDICATION***

***19.38 Acres @ $60,000/Acre = $1,162,800***

***ROUNDED TO: $1,150,000***

***As noted, the subject consists of two portions including…***

| | | |
|---|---|---|
| ***1.*** | ***Existing building improvement supported by five acres of land:*** | ***$3,200,000*** |
| ***2.*** | ***19.38 Acres of Excess Land:*** | ***$1,150,000*** |
| | ***TOTAL VALUE*** | ***$4,350,000*** |

DRAFT

## RECONCILIATION AND FINAL VALUE OPINION

The final step in reconciliation of the opinion of the value of the subject is an analysis of indications of values from each of the various approaches utilized. A summary of these approaches is as follows:

| Valuation Technique | "As Is" |
|---|---|
| Sales Comparison Approach | Building Portion: $3,200,000<br>Land Portion: $1,150,000<br>Total Value: $4,350,000 |
| Income Approach | NA |
| Cost Approach Valuation | NA |

## CONCLUSIONS

Therefore, it is our opinion that the "As Is" Market Value of the Fee Simple interest in the subject property, as of May 12, 2022 was ***$4,350,000.***

DRAFT

# LANE VALUATION GROUP, INC.

## A REAL ESTATE SERVICE CORPORATION



# THE COMPANY
**LANE VALUATION GROUP**

We are pleased to present information regarding our company. You will note that we are a real estate service company dedicated to applying the expertise, standards, and ethics of real estate appraisal and analysis of all aspects of real estate.

Formed in 2000, Lane Valuation Group operates in the strategic markets of Eastern Massachusetts. These specific areas include:

**Barnstable County, Bristol County, Essex County, Middlesex County, Norfolk County, Plymouth County, Suffolk County and Worcester County.**

Consistent with our growth as a diversified real estate service company, we are able to refer clients to other real estate professionals including Zoning Opinions and Certificates, Environmental Consulting, and Construction Maintenance and Consulting.

In the pages that follow, we have provided further information about our company, services provided, geographic coverage areas, and our Errors and Omission Insurance Policy. Lane Valuation Group offers the ever present challenges in the appraisal industry, and will continue to promote high quality workmanship, service, and professionalism. It is our hope that you find Lane Valuation Group, Inc. the type of company to earn your business, whether it be for one market or several.

For further information please feel free to contact us at:

**210 Whiting Street – Unit 7**
**Hingham, MA 02043**
**TEL: 781-740-5040**
**FAX: 781-740-5041**
**EMAIL: plane@lanevaluation.com**
**Mr. Peter Lane**

# PETER L. LANE
**PROFILE**

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**LICENSE #3494 -** **Massachusetts Certified General Real Estate Appraiser**
(License Expires: June 1, 2020)

## PROFESSIONAL EXPERIENCE

November 2000 to Present — **LANE VALUATION GROUP, INC. – Hingham, MA**
**Title: Principal**
Mr. Lane is the owner operator of this full service real estate service company dedicated to applying the expertise, standards, and ethics of real estate appraisal and analysis of all aspects of real estate.

June, 1991 to November, 2000 — **ROBERT P. WOOD & CO., INC - Milton and Marshfield, MA**
**Title: Partner/Manager of Commercial Division**
Mr. Lane oversaw all commercial appraisal production and review responsibilities for this full service appraisal company located in Eastern Massachusetts. Mr. Lane also served in both marketing and client relations.

December, 1989 to September, 1991 — **LANE, LANE, AND KELLY - Braintree, MA**
Attorney at Law
Practice included but not limited to: Real Estate Law, Commercial Litigation, Condominium Law, Municipal Law, and Conveyancing.

1985 to 1989 — **JANOVSKY APPRAISAL SERVICE, INC. - Braintree, MA**
Commercial and Residential Field Appraiser

1984 to 1985 — **CITY FEDERAL SAVINGS AND LOAN - Weymouth, MA**
Residential Loan Officer

## EDUCATION EXPERIENCE

June, 1989 — **Suffolk University Law School - Boston, MA**
Juris Doctor Degree
Member of Massachusetts Bar.

June, 1984 — **Middlebury College - Middlebury, VT**
B.A. – Economics

June, 1983 — **London School of Economics and Political Science, London, England**
General Course Degree

**RELATED COURSES AND SEMINARS**

| | |
|---|---|
| **APPRAISAL INSTITUTE** | **Advanced Income Capitalization, Apartment Appraisal, Concepts, & Applications, Understanding Limited Appraisals and Reporting Options, Commercial Site Selection - Financing Workshop, Issues in Highest and Best Use Seminar, Industrial Valuation Seminar, Analyzing Operating Expenses Seminar, Small Motel/Hotel Valuation Seminar, Appraising From Blueprints and Specifications Seminar, Appraising Automobile Dealerships, Online Valuation of Detrimental Conditions in Real Estate, Online Analyzing Distressed Real Estate, Online Marshall & Swift Commercial Cost Training, & Online Analyzing Operating Expenses** |
| **BOSTON UNIVERSITY** | **Physical Evaluation of Real Estate Assets**<br>**Introduction to Real Estate Investment Analysis** |
| **MASSACHUSETTS BOARD OF REAL ESTATE APPRAISERS** | **Introduction to Real Estate Appraisal**<br>**USPAP Update Seminar (1997, 2000, and 2003, 2006, 2008, 2010, 2012, 2014)**<br>**Appraisal Research, Technology, and the Internet Seminar, Land Development Seminar, Introduction to Commercial Appraisal Commercial Appraisal Problem Solving Seminar (1997 and 2000), Multi Family Housing Seminar, Writing Better Reports: Communicating with the Client Seminar, Commercial Appraisal Review Seminar, Subdivision Planning for Real Estate Appraisers, & Virtual Real Estate Appraising** |
| **JMB REAL ESTATE ACADEMY** | **Uniform Standards of Professional Practice**<br>**Investment Analysis for Appraisers**<br>**Residential Cost Approach Seminar**<br>**Income Approach – An Overview - Seminar**<br>**Sales Comparison Approach – Seminar**<br>**Supervising the Trainee** |
| **McKissock** | **USPAP Update Seminars (2016 and 2018)**<br>**Mold, Pollution and the Appraiser, Environmental Issues for Appraisers, Appraisal of Self Storage Facilities, Introduction to Legal Descriptions, Appraisal of Industrial Incubators, Appraisal of Land Subject to Ground Leases, Appraisal of Owner-Occupied Commercial Properties, Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting** |

**SAMPLING OF APPRAISAL ASSIGNMENTS**

Appraisal assignments completed by Mr. Lane have included, but are not limited to: Offices, Retail Buildings, Warehouses, Light Industrial Facilities, Vacant Land (Commercial, Industrial, Residential), Residential Subdivisions, Apartment Buildings, Nursing Homes, Restaurants, Fitness Centers, Lodging Facilities, Gasoline Service Stations, Rooming Houses (SRO's), Mixed Use Facilities, and Automotive Repair Facilities. Property rights appraised have included Fee Simple, Leased Fee, and Leasehold interests.

**AFFILIATIONS / OTHER**

Qualified as an Expert Witness in the US Bankruptcy Court and Appellate Tax Court of the Commonwealth of MA

Trustee - Alden Crossing Condominiums (1995-2000), Mt. Washington Place Condominiums (2005-2011), Whiting Place (2015 to Present)

# COMMERCIAL APPRAISAL SERVICES
**LANE VALUATION GROUP**

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## WORK PRODUCT BY PROPERTY TYPE

| | |
|---|---|
| Multi Family: | * Apartments<br>* Condominiums |
| Office: | * Central Business District<br>* Suburban<br>* Single Occupant<br>* Multiple Tenancies |
| Industrial: | * Light Manufacturing<br>* Warehouse/Storage<br>* Distribution<br>* Research and Development<br>* Cold Storage/Freezer |
| Retail: | * Neighborhood, Community, and Regional Center<br>* Restaurant and Clubs |
| Hotel: | * Destination<br>* Business |
| Land: | * Acreage<br>* Vacant Tracts<br>* City Tracts<br>* Subdivisions |
| Other: | * Auto Dealerships<br>* Gasoline Service Stations |

## WORK PRODUCT BY INTEREST HELD

- Fee Simple Interests
- Leased Fee Interests
- Leasehold Interests
- Sub-Leased Interests
- Partial Interests

# RESIDENTIAL APPRAISAL SERVICES
**LANE VALUATION GROUP**

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**WORK PRODUCT BY PROPERTY TYPE**

* Single Family
* 2-4 Family
* Condominiums
* Employment Relocation
* Under Construction
* Vacant Land
* Existing
* Proposed
* Narrative or FNMA Form Appraisals

**THIRD PARTY REVIEW**

* Review and Commentary

**CONSULTATION SERVICES**

- All types of real estate valuation, including feasibility and highest and best use analysis (Billed hourly or on a per assignment basis)

Fold, Then Detach Along All Perforations

**COMMONWEALTH OF MASSACHUSETTS**

**DIVISION OF PROFESSIONAL LICENSURE**

**BOARD OF**

**REAL ESTATE APPRAISERS**

**ISSUES THE FOLLOWING LICENSE CERT**

**GEN. REAL ESTATE APPRAISER**




**PETER L LANE**
**210 WHITING ST**
**STE 7**
**HINGHAM, MA 02043-3724**

| 3494 | 06/01/2020 | 478092 |
|---|---|---|
| LICENSE NUMBER | EXPIRATION DATE | SERIAL NUMBER |

COPY

# Analysis of Fire Station Location Alternatives

# Town of Plymouth, Massachusetts




**August 2021**

# 1. Scope of Work

The Town of Plymouth (Massachusetts), retained Criterion Associates to conduct analyses as to the best location for the fire stations within the Town. The Town of Plymouth is currently investigating and developing the options for potential renovation/expansions and/or replacements of three (3) existing fire stations of the seven (7) currently operated. As part of this study Criterion Associates has been contracted to perform a Town-wide response time analysis as part of a broader effort by the Town to make the best decision possible for each station and for overall Town fire-rescue coverage. The scope included:

- Document the current call data and response times as they relate to the (7) existing locations;
- Develop and evaluate test models to identify the ideal locations for each facility (including HQ) as compared to the existing locations; and
- Perform test models for options to combine stations, relocate stations and or eliminate locations.

The project team from Criterion Associates was provided with a single location which had been identified by the Town of Plymouth as a possible candidate for one or possibly a consolidation of two stations. Given the short list of possible sites, the project team from Criterion Associates focused their analyses on identifying "optimal" location for fire stations based on several optimization criteria involving distribution of historical calls for service, targeted response times, as well as the unique requirement for the Town of Plymouth to focus on the "village" concept of planning and development.

It should be noted that in most communities the location of fire stations is closely related to the distribution of calls for service – this is very much the case in Plymouth also. However, the "village" approach to planning and development in the Town drives another reality – that there is often little effective overlap of coverage areas across multiple stations – this is the tradeoff for spreading out a number of "village" locations across a relatively large land area town. The current station locations are as follows:

| Station | Address | Units / Staffing |
|---|---|---|
| 1 (HQ) "Downtown" | 114 Sandwich St | BC (1) / E (1+2) / Twr (1+2) |
| 2 "West Plymouth" | 240 Samoset St | E (1+2) / Tanker & Brush (from E) |
| 3 "Pine Hills" | 12 Pinehills Dr | E (1+2) / Rescue (1+2) |
| 4 "Bourne Rd" | 525 Bourne Rd | E (1+2) / Brush (from E) |
| 5 "Manomet" | 827 State Rd | E (1+2) / Quint & Brush (from E or call back) |
| 6 "Cedarville" | 2209 State Rd | E (1+2) / Tanker & Brush (from E) |
| 7 "North Plymouth" | 15 Hedge Rd | E (1+2) / Ladder & Brush (from E or call back) |

The project examined scenarios under two specific regimes:

- Under current workload;
- With growth assumptions based on currently available forecasts for 20 years in the future. *These analyses showed no variation in the recommended locations for stations – this is due to the Town's focus on "villages" for purposes managing growth and development.*

The scenarios that were examined included:

- Identify an optimal location for each of five stations (exempting the newest two: 3 & 7), with all other stations locked down at their current locations – these include Stations: 1,2,4,5 and 6;
- Test the optimal locations for a total of six (6) & seven (7) stations locking down Stations 3 & 7;
- Lock down all locations except Stations 1 & 2 and test for the optimal locations for a total of six (6) & seven (7) stations;
- Lock down Stations 2,3,6 & 7 and look for two (2) or three (3) optimal sites for a total of six (6) & seven (7) stations;
- Lock down all station locations and test the site at Long Pond Rd and Camelot as a replacement for Station 1 (alone) and a combined Station 1 & 2;
- In the case of Station 4, the model was restricted to a triangle that roughly corresponds to the eastern boundary of the Myles Standish State Forest, Route 3, and a virtual line drawn between those two through the current site (this was done because when the model was left "free" to move Station 4 wherever it wanted to, it moved it into the northern end of Town – a public policy issue for the Town).

Note that the optimizations were done at both four-minute and eight-minute drive-time thresholds. These were done for fire / rescue calls. Note that total response time is comprised of other elements including the time it takes to process incoming phone calls, dispatch appropriate units, and for personnel to "go on route" from their vehicles or stations. Maps for these scenarios can be found in the Appendixes to this report.

## 2. Executive Summary

Criterion Associates analyzed multiple station-location options for the Fire Department within the Town of Plymouth. These analyses, and resulting maps, are provided in the body of this report and in the Appendix (maps) at the end of this report. Options considered include both those sites identified by the Town, as well as those identified by the geographic information system (GIS) model as "optimal" given various time constraints (four and eight minutes of travel time) and for fire and emergency medicals calls to which the Fire Department responds.

It is important to note that the analyses were performed using actual call for service data provided by the Town for a multi-year period. This enables the consulting team to consider the potential implications of each scenario based on the actual service demands of the town. A public safety service delivery system should be designed to maximize the benefit (through rapid

response times) to as many incidents as practicable given the financial and operational constraints facing the community. Another way of saying this is that not every road segment has as many calls for service as another (consider a road with an assisted living facility on it, versus one with several single-family homes) and so our model (and in fact all national guidance) prioritizes higher-density call areas.

The results from the analyses for the fire / rescue calls is summarized below:

**Summary of Analyses Using Fire / EMS Data**

| Scenario | <4 Minutes | <8 Minutes |
|---|---|---|
| Current | 72.9% | 87.5% |
| **Relocating One or Two Stations to Long Pond and Camelot** | | |
| Moving HQ Station Only | 71.7% | 87.9% |
| Moving HQ and Station 2 | 62.9% | 83.7% |
| **Relocating Two Stations (HQ & 2)** | | |
| Optimal Location for a 7-Station System | 75.7% | 87.7% |
| Optimal Location for a 6-Station System | 66.9% | 83.8% |
| **If All Other Stations Remain in Place** | | |
| Optional Location for HQ | 75.2% | 87.8% |
| Optimal Location for Station 2 | 74.3% | 87.5% |
| Optimal Location for Station 4 | 73.0% | 85.1% |
| Optimal Location for Station 5 | 73.4% | 87.5% |
| Optimal Location for Station 6 | 73.1% | 87.5% |
| **If Four Stations Remain in Place (2,3,6 & 7)** | | |
| Optimized 7-Station System | 76.0% | 87.8% |
| Optimized 6-Station System | 73.1% | 85.2% |
| **If Two Stations Remain in Place (3 & 7)** | | |
| Optimized 7-Station System | 77.1% | 87.6% |
| Optimized 6-Station System | 74.2% | 84.4% |

The following table provides a list of the "optimal" locations as determined utilizing the GIS model. It should be noted that, given the constraints of land availability, road network, competing uses, and other factors that the locations identified below should be used as a guide for the area in which a site should be located – many communities will strive to acquire land

within a half-mile radius of the selected locations – enabling them to address the aforementioned constraints unique to each community and location.

| Scenario | Selected Site Label on Map | Address | Parcel Number |
|---|---|---|---|
| Optimal Headquarters | Site 1 | OFF E RUSSELL MILLS RD | 082-000-001-000 |
| Optimal Station 2 | Site 2 | 6 Stone Gate Dr | 104-000-008-001 |
| Optimal Station 4 | Site 4 | 62 Bramhall Ln | 026-000-003-014 |
| Optimal Station 5 | Site 5 | State Rd | 045-000-026-006 |
| Optimal Station 6 | Site 6 | State Rd | 054-005-003-001C |
| Optimal Six Stations (Lock in 2,3,6,7) | Site 1 | Off E Russell Mills Rd | 082-000-001-000 |
| Optimal Six Stations (Lock in 2,3,6,7) | Site 2 | State Rd | 045-000-026-006 |
| Three Optimal with Stations 2,3,6,7 | Site 1 | Off E Russell Mills Rd | 082-000-001-000 |
| Three Optimal with Stations 2,3,6,7 | Site 2 | State Rd | 045-000-026-006 |
| Three Optimal with Stations 2,3,6,7 | Site 3 | Paulette Terr | 121-000-007-025 |
| 6 Stations with Stations 3 and 7 | Site 1 | 6 Stone Gate Dr | 104-000-008-001 |
| 6 Stations with Stations 3 and 7 | Site 2 | State Rd | 045-000-026-006 |
| 6 Stations with Stations 3 and 7 | Site 3 | Mary B Ln | 083-000-013-022 |
| 6 Stations with Stations 3 and 7 | Site 4 | Moraine Rd | 061-000-006A-005 |
| 7 Stations with Stations 3 and 7 | Site 1 | 6 Stone Gate Dr | 104-000-008-001 |
| 7 Stations with Stations 3 and 7 | Site 2 | State Rd | 045-000-026-006 |
| 7 Stations with Stations 3 and 7 | Site 3 | Mary B Ln | 083-000-013-022 |
| 7 Stations with Stations 3 and 7 | Site 4 | Moraine Rd | 061-000-006A-005 |
| 7 Stations with Stations 3 and 7 | Site 5 | Paulette Terr | 121-000-007-025 |
| 6 Stations without Station 1 and 2 | Site 1 | Mary B Ln | 083-000-013-022 |
| 7 Stations without Station 1 and 2 | Site 1 | Mary B Ln | 083-000-013-022 |
| 7 Stations without Station 1 and 2 | Site 2 | 6 Stone Gate Dr | 104-000-008-001 |

## 3. Time Standards Utilized

In order to conduct these analyses, the project team from Criterion Associates needed to provide the GIS software with time-stamps. This makes it possible to compare various alternatives across a common measure. These standards exist for fire / EMS (though there are issues with them that are discussed below).

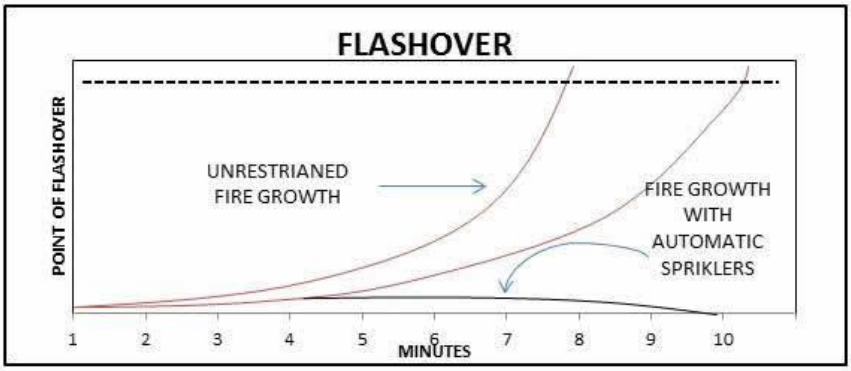
The adoption of performance standards for fire and EMS response is a critical first step in the evaluation of service levels and staffing alternatives. While there are national standards that can be used to evaluate fire and EMS service delivery, each community must identify the key risks and necessary level of protection it needs based on its own unique circumstances. Once these performance standards are established a community can assess its performance and determine if current resources support the desired level of service.

Nationwide, a great deal of effort and research has been put into developing performance objectives for the delivery of fire and EMS services. This effort is critical for agencies making decisions about deployment and location of emergency resources. The objectives promoted for fire/rescue and EMS have their basis in research that has been conducted into two critical issues:

- What is the critical point in a fire's "life" for gaining control of the blaze while minimizing the impact on the structure of origin and on those structures around it?
- What is the impact of the passage of time on survivability for victims of cardiac arrest?

The exhibit, that follows, shows a typical "flashover" curve for interior structure fires. The point in time represented by the occurrence of "flashover" is critical because it defines when all of the contents of a room become involved in the fire. This is also the point at which a fire typically shifts from "room and contents" to a "structure" fire – involving a wider area of the building and posing a potential risk to the structures surrounding the original location of the fire.

**Figure: Typical Fire Flashover Timeline**




| DETECTION OF FIRE | REPORT OF ALARM 911 OR DIRECT | FIRE RESPONSE TIME | | | |
|---|---|---|---|---|---|
| | | DISPATCH UNITS | TURN OUT | RESPONSE TIME | SET UP |
| TIME VARIES | TIME DIRECTLY MANAGEABLE | | | | |

Note that this exhibit depicts a fire from the moment of inception – not from the moment that a fire is detected or reported. This demonstrates the criticality of early detection and fast reporting as well as rapid dispatch of responding units. This also shows the critical need for a rapid (and sufficiently staffed) initial response – by quickly initiating the attack on a fire, "flashover" can be averted. The points, below, describe the major changes that occur at a fire when "flashover" occurs:

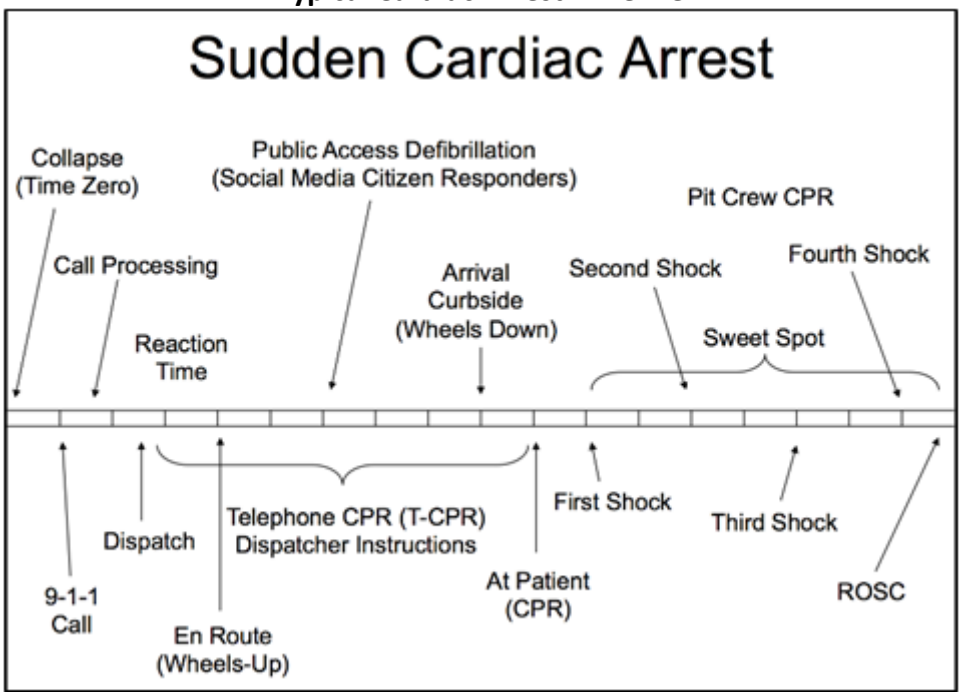
- It is the end of time for effective search and rescue in a room involved in the fire. It means that likely death of any person trapped in the room – either civilian or firefighter.
- After this point in a fire is reached, potable extinguishers can no longer have a successful impact on controlling the blaze. Only larger hand-lines will have enough water supply to affect a fire after this point.
- The fire has reached the end of the "growth" phase and has entered the fully developed phase. During this phase, every combustible object is subject to the full impact of the fire.
- This also signals the changeover from "contents" to "structure" fire. This is also the beginning of collapse danger for the structure. Structural collapse begins to become a major risk at this point and reaches the highest point during the decay stage of the fire (after the fire has been extinguished).

It should be noted that not every fire will reach flashover – and that not every fire will "wait" for the 8-minute mark to reach flashover. A quickly responding fire crew can do things to prevent or delay the occurrence of flashover. These options include:

- Application of portable extinguisher or other "fast attack" methodology.
- Venting the room to allow hot gases to escape before they can cause the ignition of other materials in the room.
- Not venting a room – under some circumstances this will actually stifle a fire and prevent flashover from occurring.

Each of these techniques requires the rapid response of appropriately trained fire suppression resources that can safely initiate these actions. In the absence of automatic fire suppression systems, access to interior fires can again limited by a safety requirement related to staffing levels. OSHA and related industry standards require the presence of at least 2-firefighters on the exterior of a building before entry can be made to a structure in which the environment has been contaminated by a fire. In the absence of a threat to life demanding immediate rescue, interior fire suppression operations are limited to the extent a fire service delivery system can staff to assure a minimum of 4-people actively involved in firefighting operations. The second issue to consider is the delivery emergency medical services. One of the primary factors in the design of emergency medical systems is the ability to deliver basic CPR and defibrillation to the victims of cardiac arrest. The exhibit, that follows, demonstrates the survivability of cardiac patients as related to time from onset:

**Typical Cardiac Arrest Timeline**

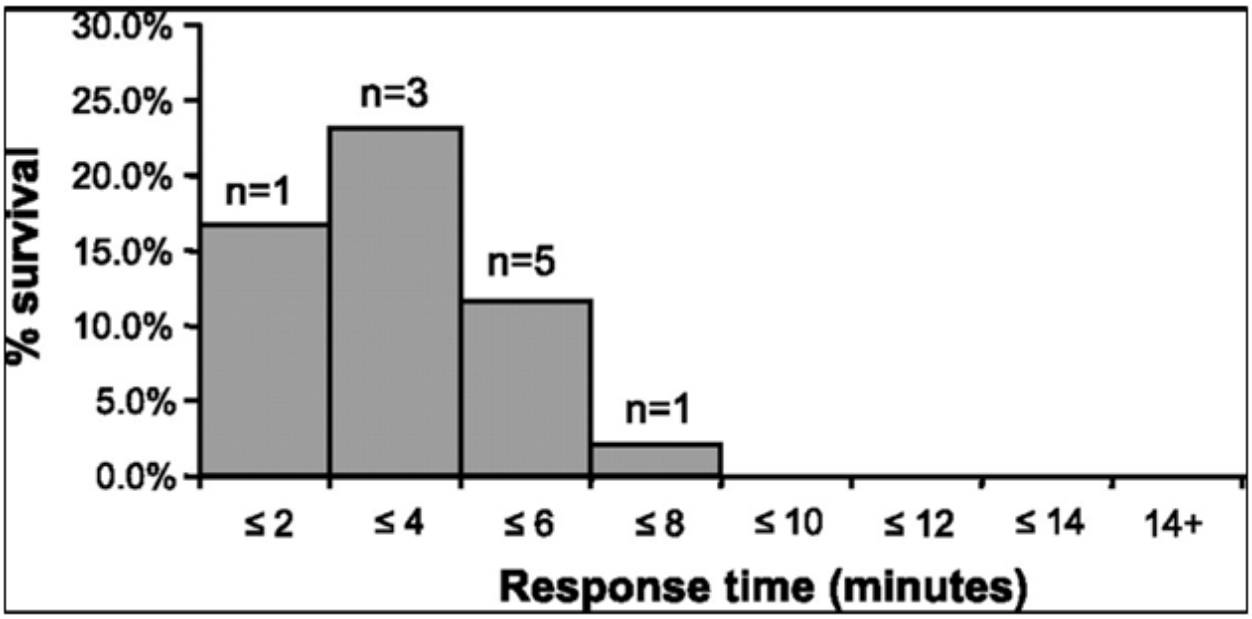



This graph illustrates that the chances of survival of cardiac arrest diminish approximately 10% for each minute that passes before the initiation of CPR and/or defibrillation. These dynamics are

the result of extensive studies of the survivability of patients suffering from cardiac arrest. While the demand for services in EMS is wide ranging, the survival rates for full arrests are often utilized as benchmarks for response time standards as they are more readily evaluated because of the ease in defining patient outcomes (a patient either survives or does not). This research results in the recommended objective of provision of basic life support within 4-minutes of notification and the provision of advanced life support within 8 minutes of notification. The goal is to provide BLS within 6 minutes of the onset of the incident (including detection, dispatch and travel time) and ALS within 10 minutes. This is often used as the foundation for a two-tier system where fire resources function as first responders with additional (ALS) assistance provided by responding ambulance units and personnel.

With cardiac arrest – and opioid overdose has a similar timeline – rapidity of initial treatment (CPR, AED, drugs) can have a significant impact on patient survival outcomes:

**Cardiac Arrest Survival Rate vs. Timeline**




Additional research shows the impact and efficacy of rapid deployment of automatic defibrillators to cardiac arrests. This research – conducted in King County (WA), Houston (TX) and as part of the OPALS study in Ontario, Canada – shows that the AED can be the largest single contributor to the successful outcome of a cardiac arrest – particularly when accompanied by early delivery of CPR. It is also important to note that these medical research efforts have been focused on a small fraction of the emergency responses handled by typical EMS systems – non-cardiac events make up the large majority of EMS and total system responses and this research does not attempt to address the need for such rapid (and expensive) intervention on these events.

The results of these research efforts have been utilized by communities and first responders, often on their own with no single reference, to develop local response time and other performance objectives. However, there are now three major sources of information to which

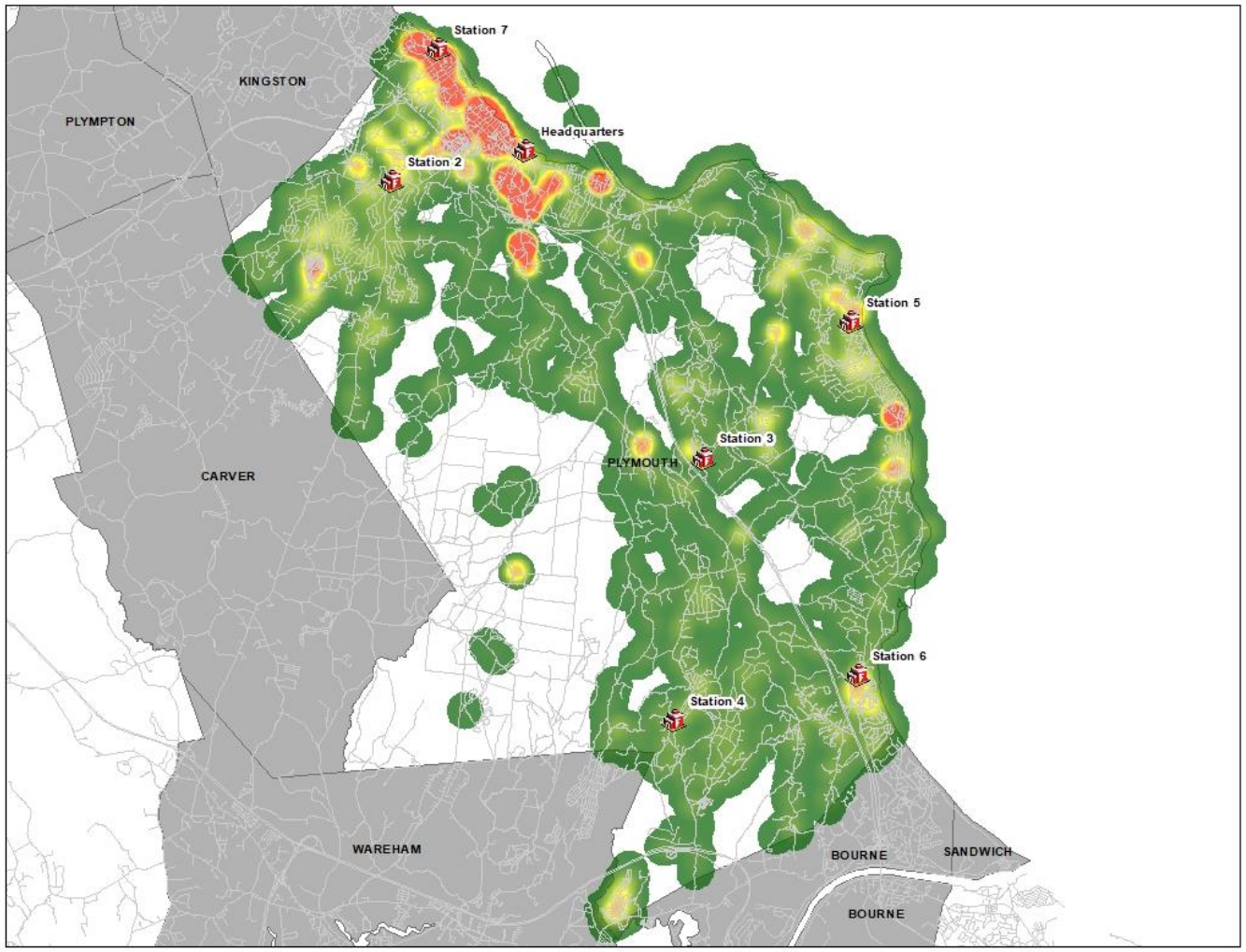
responders and local policy makers can refer when determining the most appropriate response objectives for their community:

- The Insurance Services Office (ISO) provides basic information regarding distances between fire stations. However, this "objective" does little to recognize the unique nature of every community's road network, population, calls for service, call density, etc.
- The National Fire Protection Association (NFPA) promulgated a documented entitled: "NFPA 1710: Objective for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments." This document (NFPA 1710) was first published in 2001 and updated in every several years – has and generated a great deal of dialogue and debate – which is still on going. This document is not a requirement for communities to follow – local authorities can and must determine for themselves an appropriate service level – but it is an important starting point for most service level discussions.
- The Commission on Fire Accreditation International (CFAI) in its "Objectives of Coverage" manual places the responsibility for identifying "appropriate" response objectives on the locality. These objectives should be developed following a comprehensive exercise in which the risks and hazards in the community are compared to the likelihood of their occurrence.

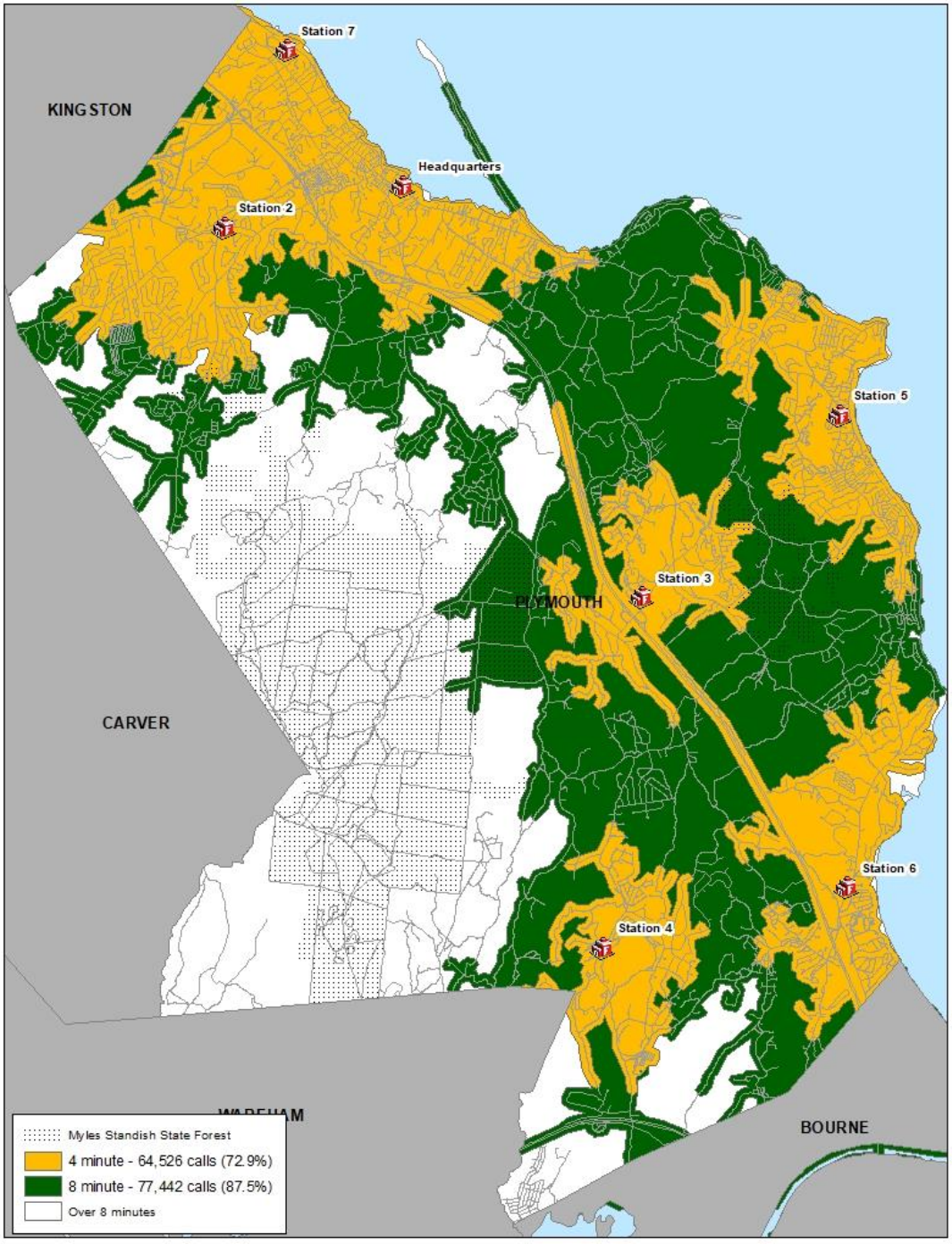
As mentioned, above, there are no similar nationally recognized standards for law enforcement due to the incredibly varied types of calls for service to which they respond.

# APPENDIX 1 – MAPS

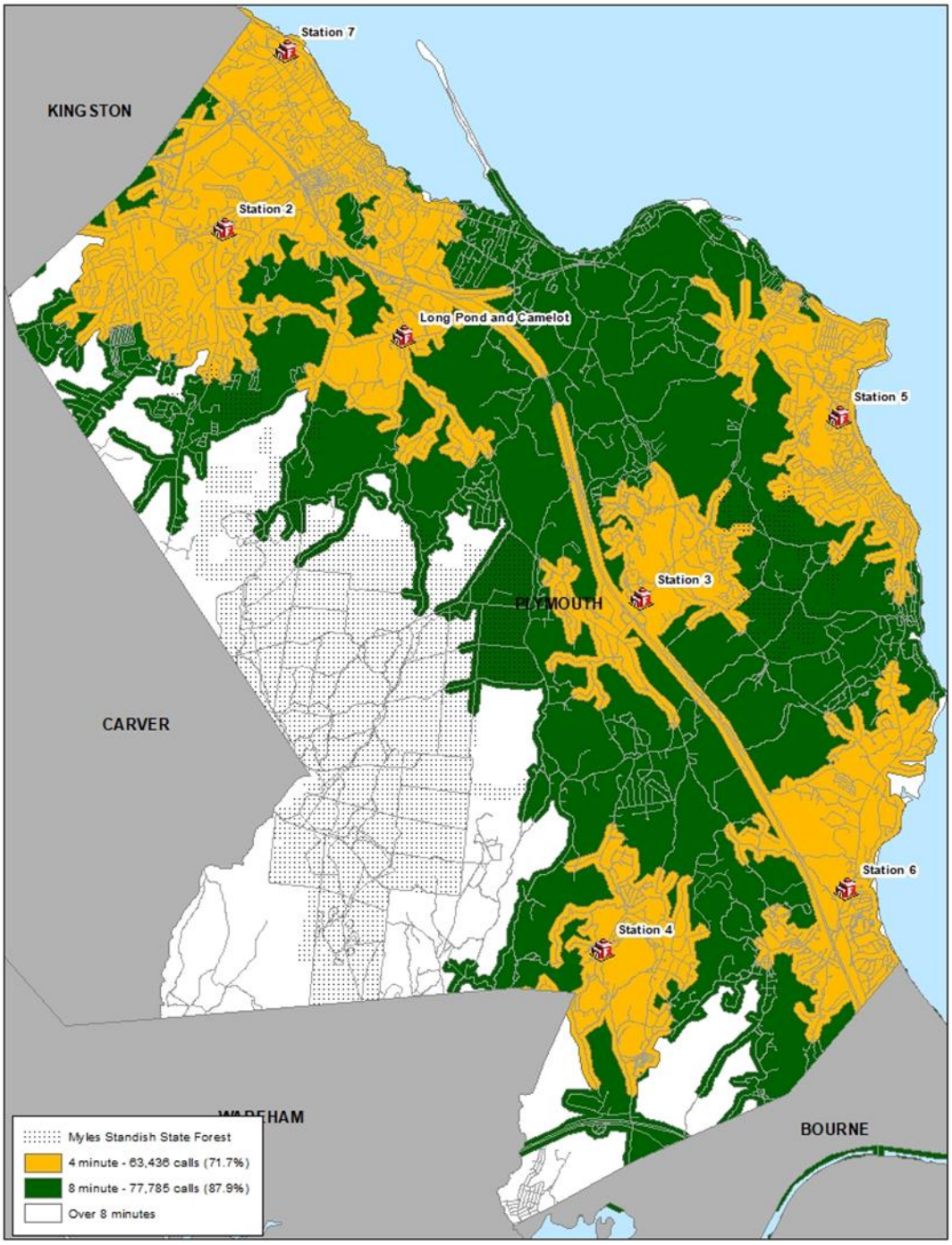
## Distribution of Fire Calls for Service



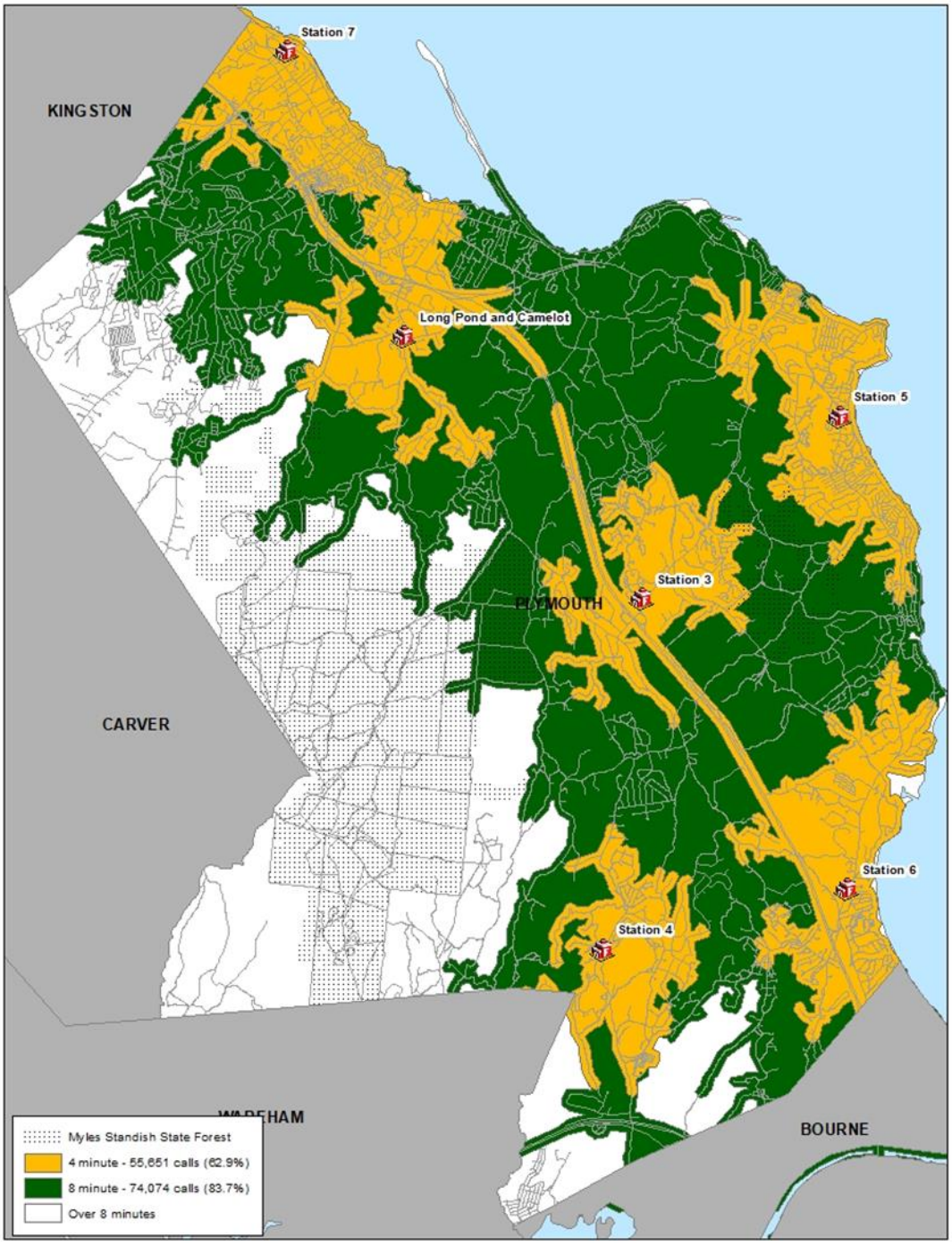
## Current System Performance



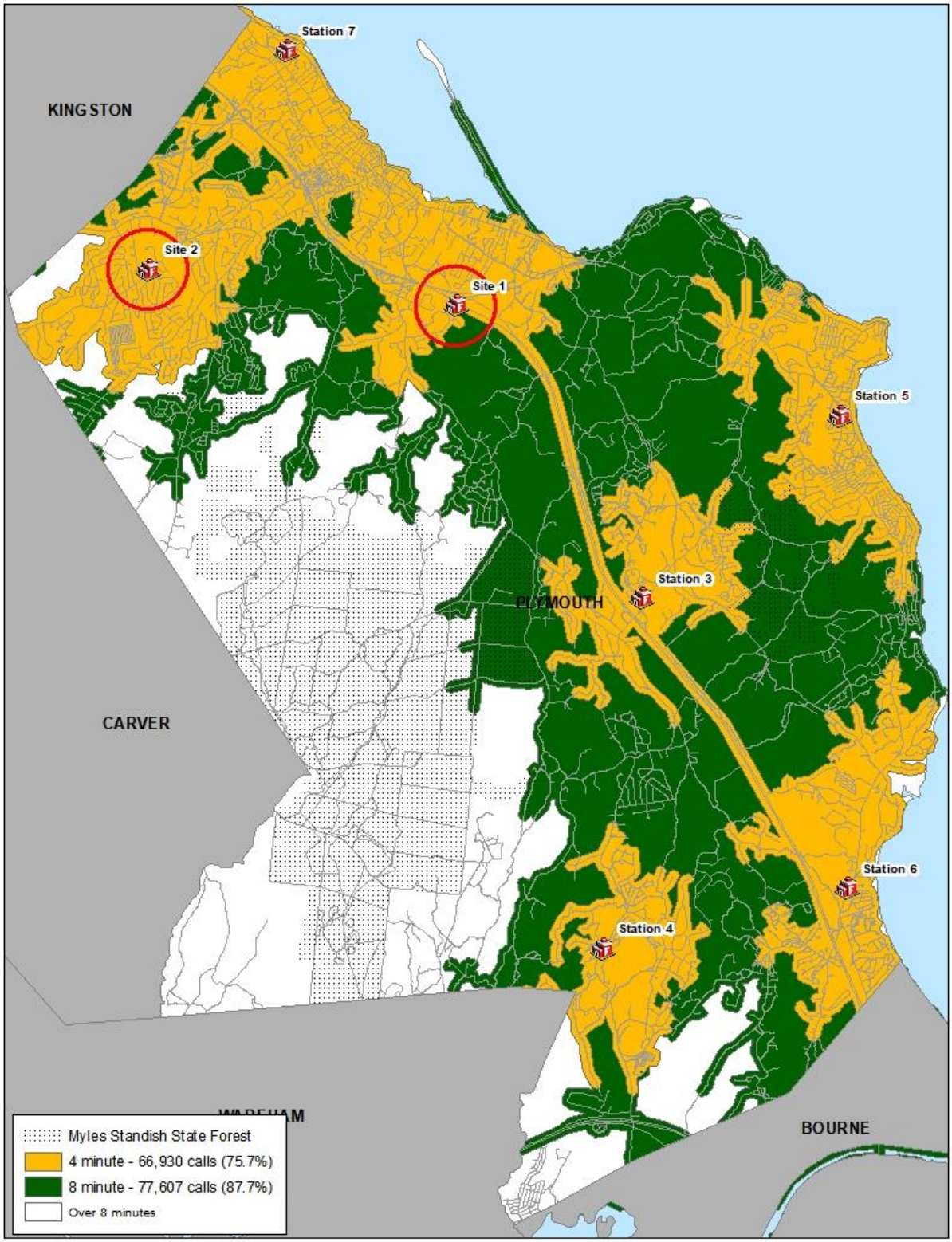
## Move HQ to Long Pond and Camelot



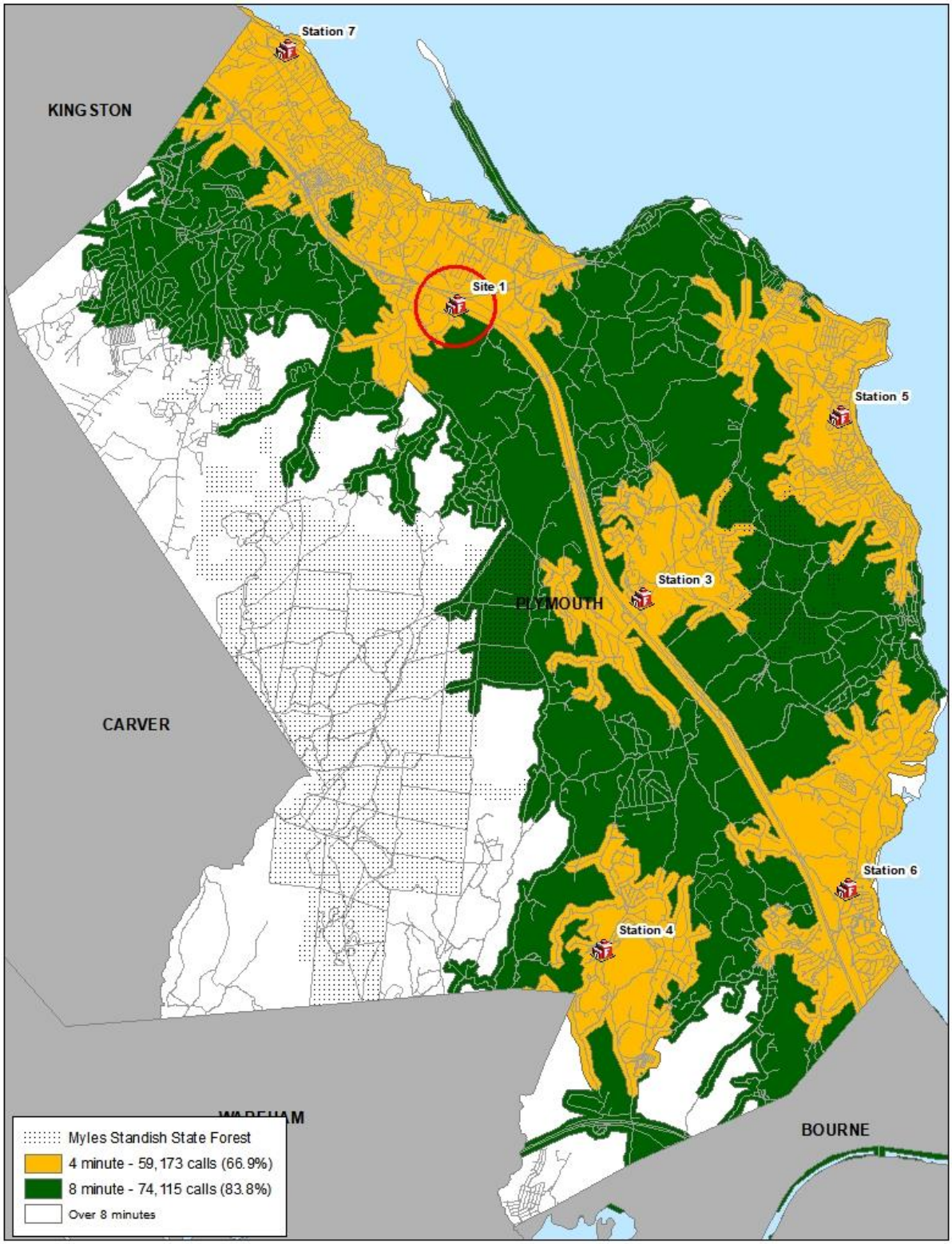
## Move HQ & Station 2 to Long Pond and Camelot



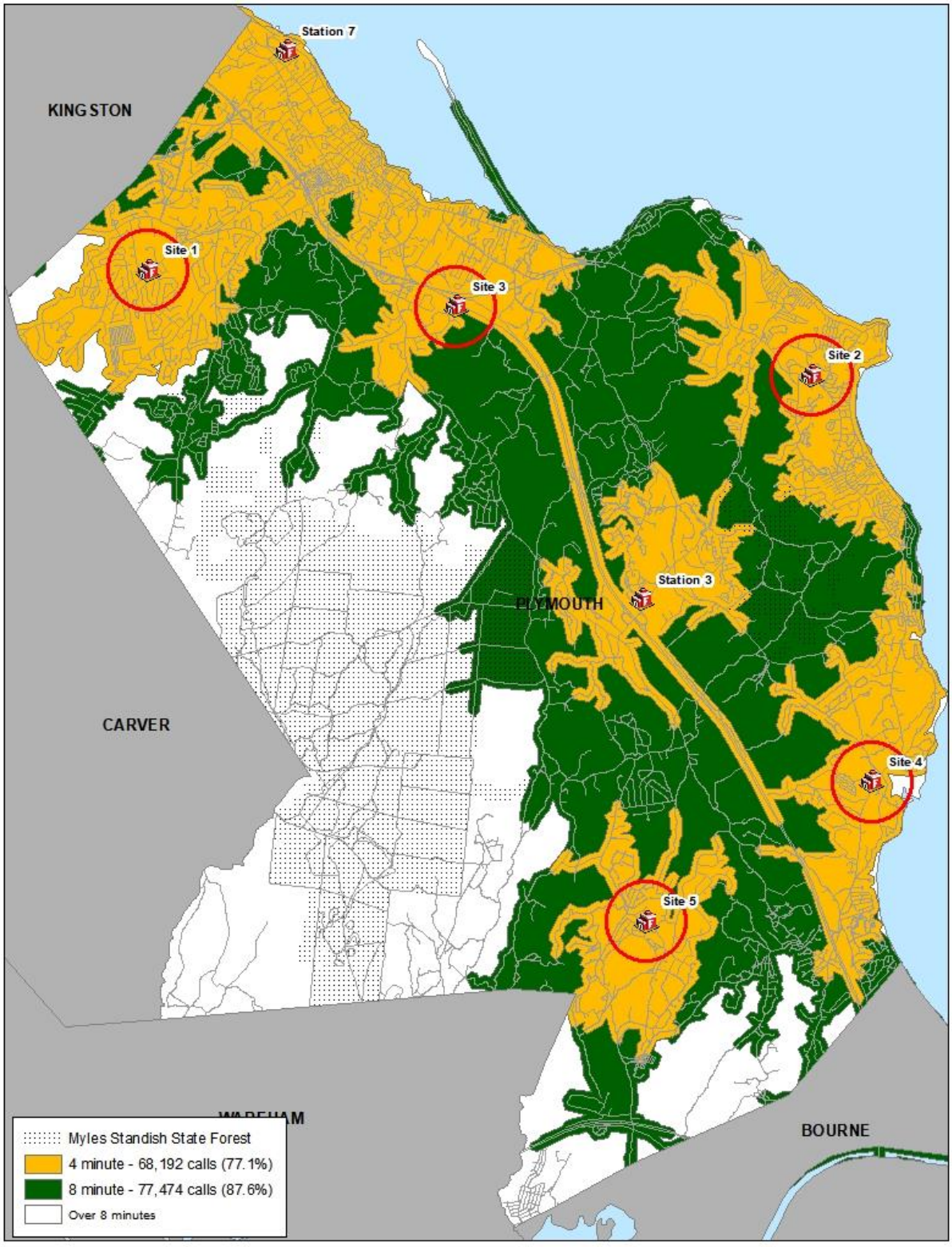
**Optimal Location for a 7-Station System Leaving**
**All Stations in Current Locations Except Stations 1&2**



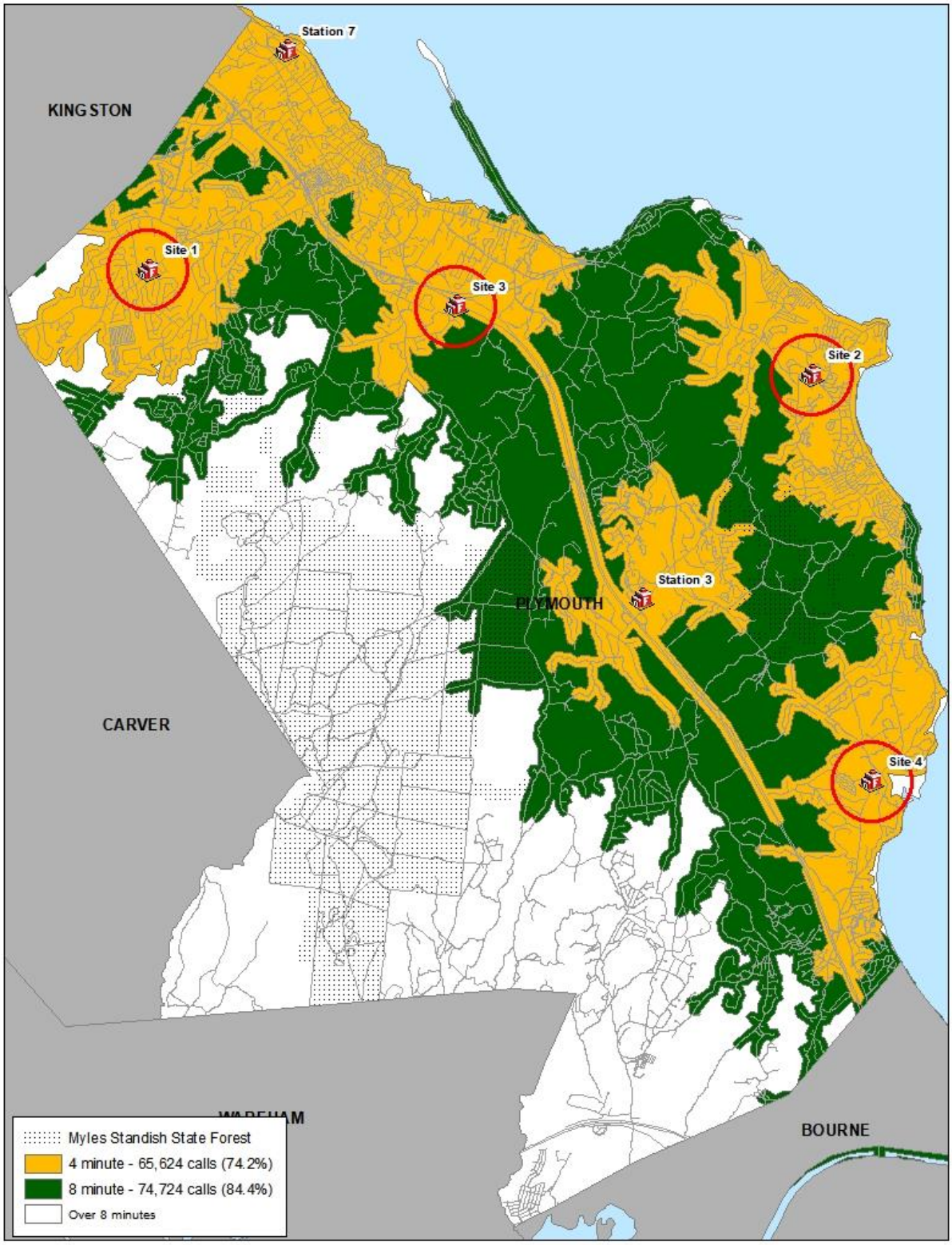
**Optimal Location for a 6-Station System Leaving**
**All Stations in Current Locations Except Stations 1&2**



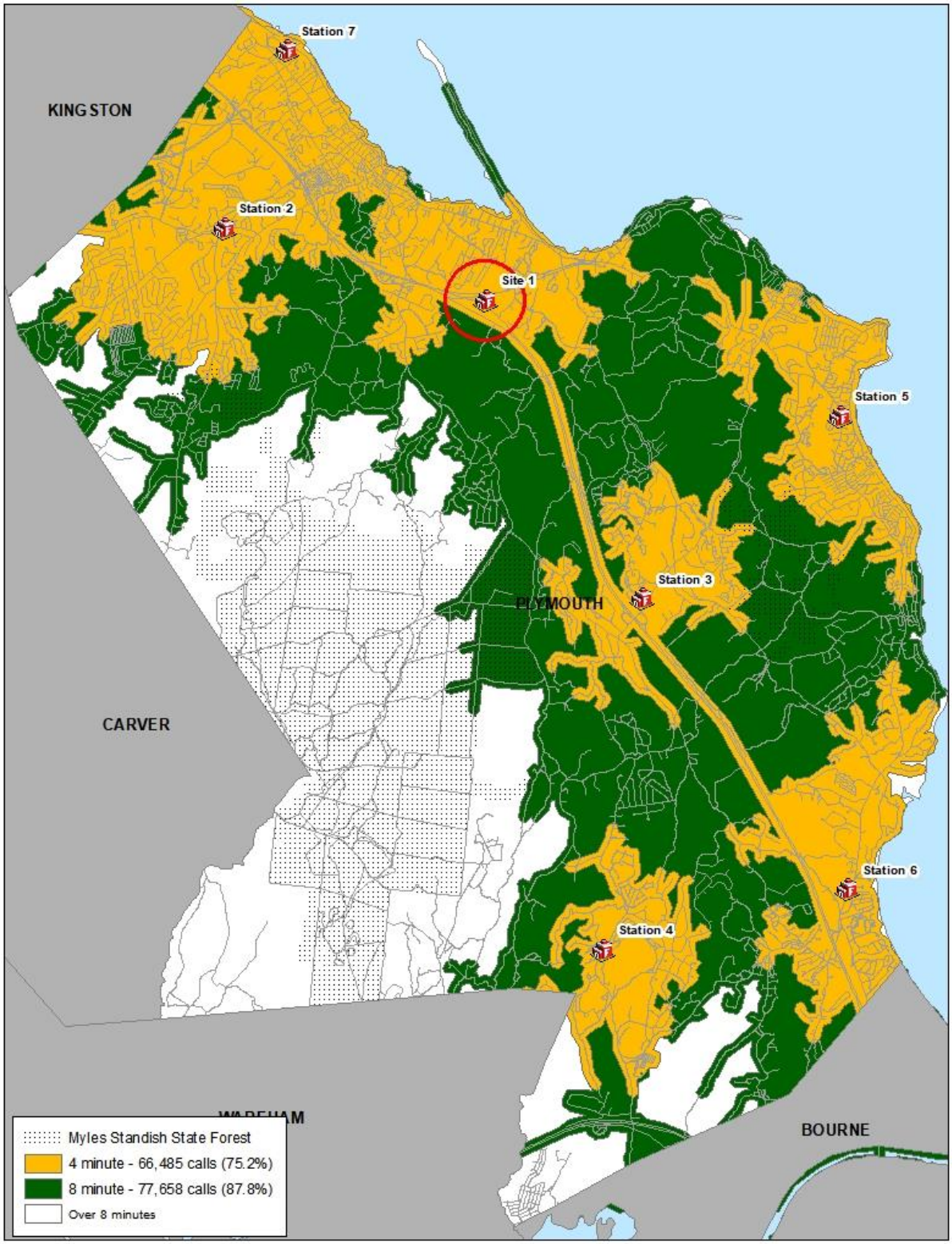
**Optimal Location for a 7-Station System Allowing All Stations to Move Except Stations 3&7**



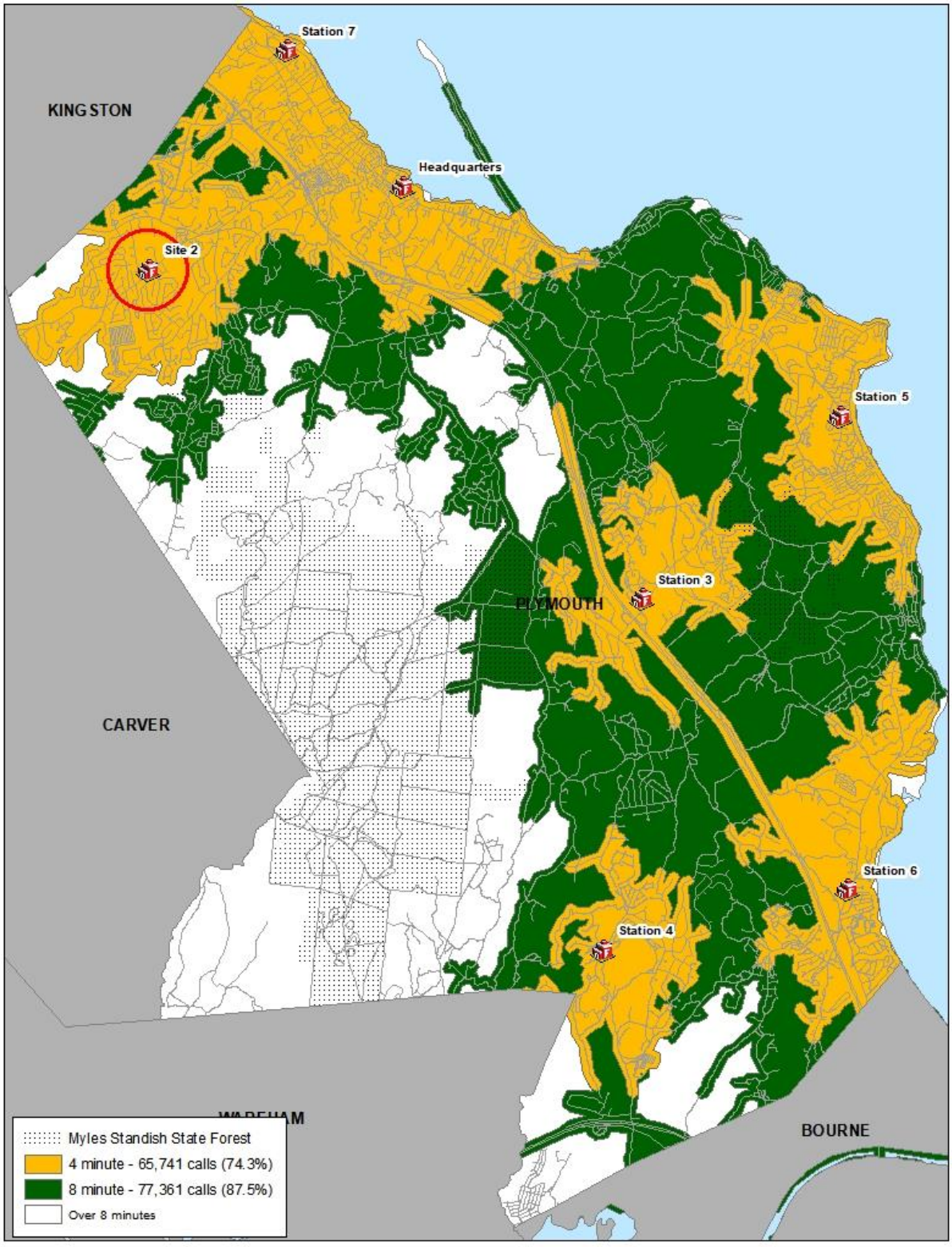
**Optimal Location for a 6-Station System Allowing**
**All Stations to Move Except Stations 3&7**



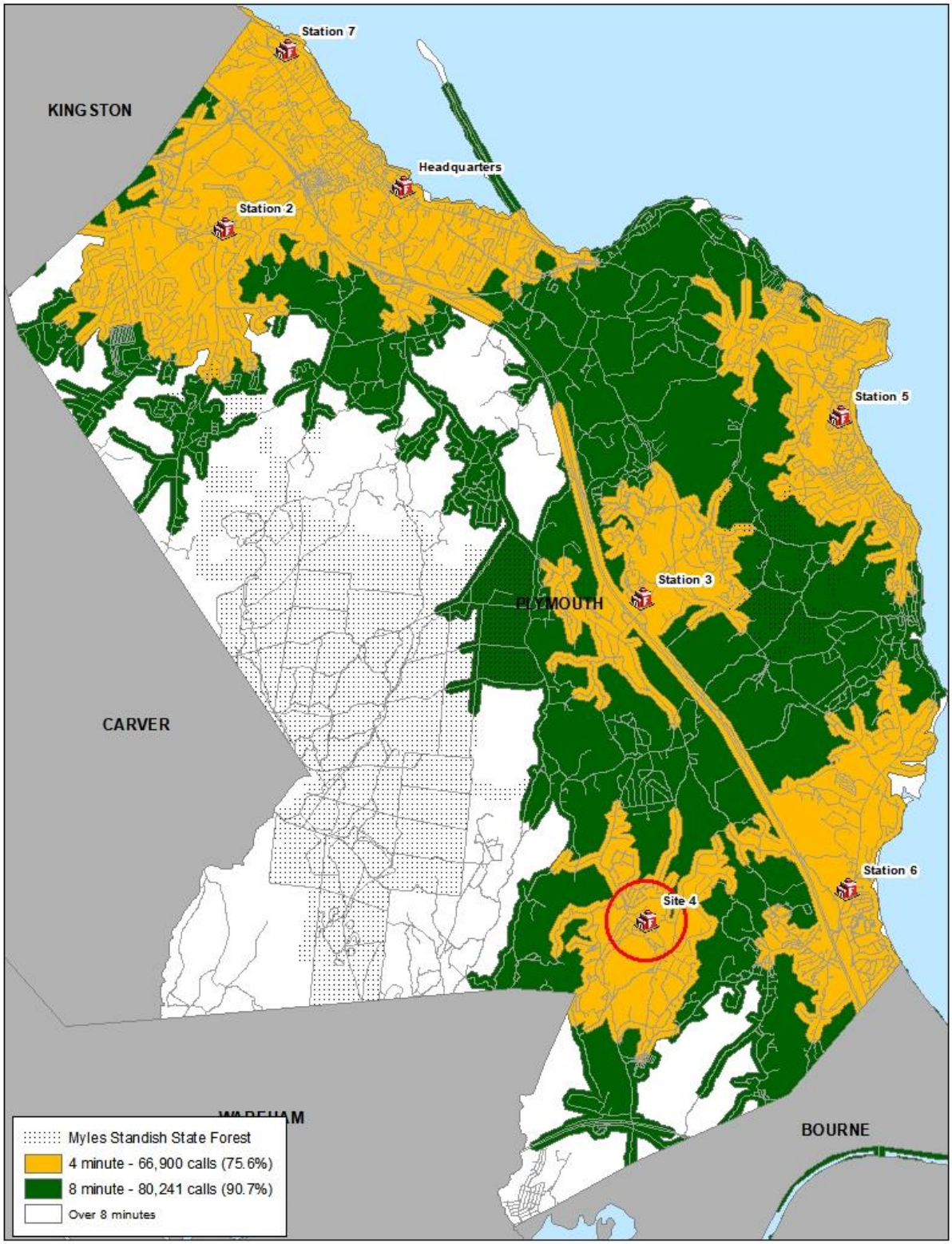
**Optimal Location for Station 1**
**Assuming All Other Stations Remain at Current Locations**



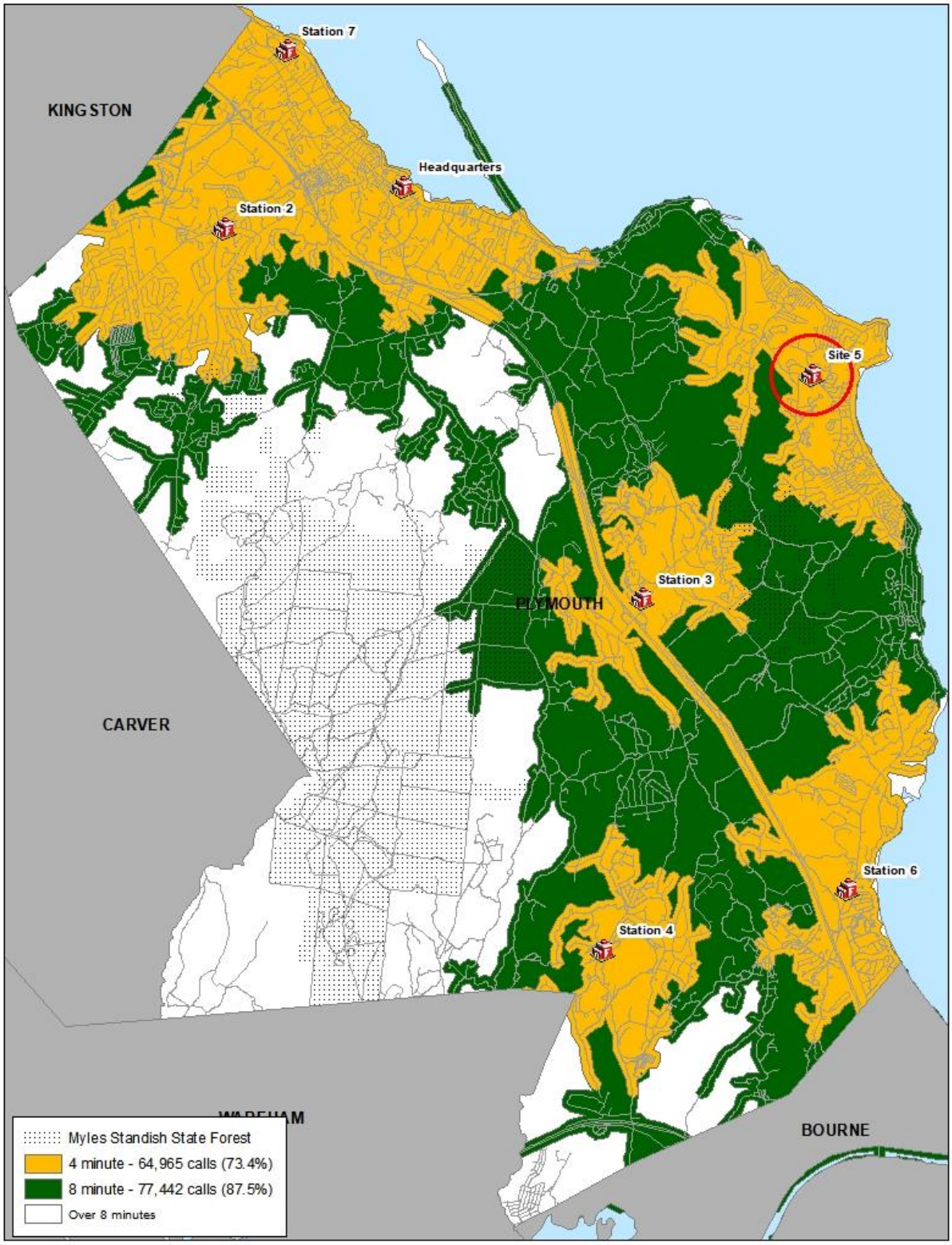
**Optimal Location for Station 2**
**Assuming All Other Stations Remain at Current Locations**



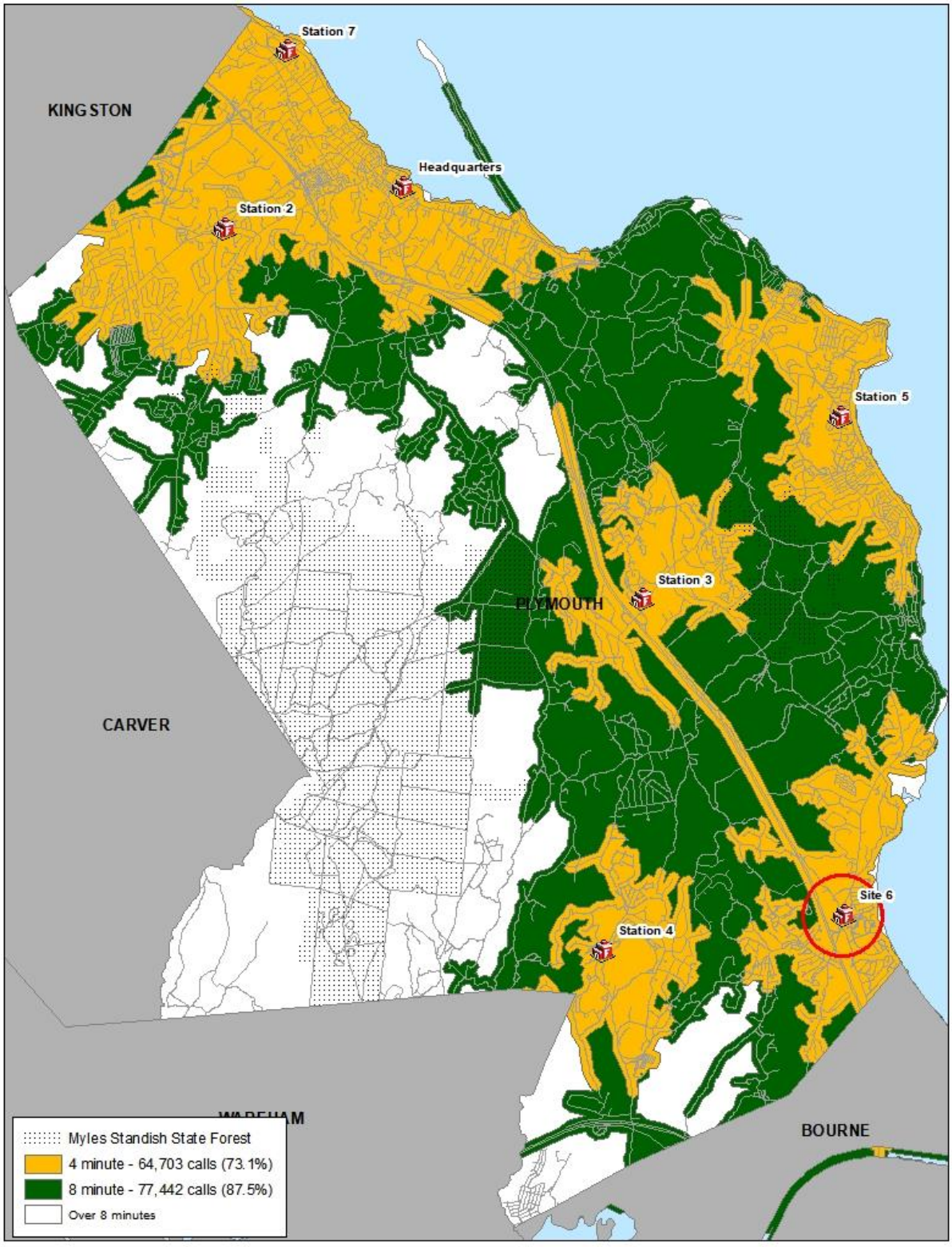
**Optimal Location for Station 4**
**Assuming All Other Stations Remain at Current Locations**



**Optimal Location for Station 5**
**Assuming All Other Stations Remain at Current Locations**



**Optimal Location for Station 6**
**Assuming All Other Stations Remain at Current Locations**



TOWN OF PLYMOUTH
COMMUNITY PRESERVATION
COMMITTEE

# MEMO

TO: Town Meeting, Board of Selectmen And the Advisory & Finance Committee
From: The Community Preservation Committee
Date: May 23, 2022
Re: Special: TM 2022: CPA Article 1: 46 Sandwich Road 10.36 acres

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SUMMARY & INTENT:

The CPC voted on Tuesday May 17 to recommend to the June 21, 2022 Special Town Meeting to utilize $600,000.00 of CPA funding for the acquisition of 10.36 acres at 46 Sandwich Road. The Committee understood the Town would put 10.36 acres into conservation land based on appraisal of value of the land at $60,000 per acre. The Committee also indicated that if the town wanted to put more acreages into conservation it would offer $60,000 per acre up to fifteen acres. The CPC has provided a copy to the application for 46 Sandwich Road, the appraisal and the ranking criteria as supporting documents.

CPC RECOMMENDATION: Approval 7 in favor and 2 abstentions

The Community Preservation Committee voted unanimously in favor Article 1 at its meeting held May 17, 2022. Betty Cavacao, member of the Select Board abstained and Bill Keohan, Chairman of the CPC also abstained, as the chairman only votes in case of a tie.

| Community Preservation Fund - Available Funds | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund Balances:** | **Balance 6/30/2021 - CP2** | **FY2022 Annual Town Meeting Set Asides** | **ATM 4/2021** | **Art #** | **Balances Available for FY2022 Town Meetings - FATM, April STM & ATM** | **Art #** | **FATM Oct 2021** | **ATM April 2022** | **STM April 2022** | **Balances Remaining** |
| Reserved for Open Space | - | 251,531.00 | | | 251,531.00 | | | | | 251,531.00 |
| Reserved for Community Housing | 325,731.00 | 351,531.00 | (325,731.00) | 16A | 351,531.00 | | | | | 351,531.00 |
| Reserved for Historic Resources | 151,046.00 | 284,414.00 | (151,046.00) | 16B | 284,414.00 | 9A | 151,046.00 | | | 284,414.00 |
| | | | | | | 9B | (151,046.00) | | | |
| Budgeted Reserve | - | 350,000.00 | | | 350,000.00 | TRR | 51,542.00 | | | 401,542.00 |
| | | | | | | | | | | |
| | | | | | | | | | | - |
| **Unreserved - for any Purpose** | | | | | | | | | | - |
| Undesignated Fund Balance | 764,490.41 | | | | 764,490.41 | | | | | 764,490.41 |
| Premium Fund for Projects | 55,732.00 | | | | 55,732.00 | | | | | 55,732.00 |
| | | | | | | | | | | |
| **Grand Total** | **1,296,999.41** | **1,237,476.00** | **(476,777.00)** | | **2,057,698.41** | | **51,542.00** | **-** | **-** | **2,109,240.41** |

| Article 1 STM June 2022 - 46 Sandwich | |
|---|---|
| CPA Available Funds: | |
| Reserved for Open Space | 142,726 |
| Budgeted Reserve | 401,542 |
| Premium on Debt Fund | 55,732 |
| Sub-total CPA Fund | 600,000 |
| General Purpose Funds: | |
| Borrowing | 800,000 |
| Premium on Debt Fund | 78,591 |
| Free Cash | 2,271,409 |
| Sub-total General Fund | 3,150,000 |
| Grand Total | 3,750,000 |

5/27/2022
Lynne A. Barrett

FISCAL YEAR 2022-2023 APPLICATION

Project Name: 46 SANDWICH ROAD ACQUESITION

CPA Funding requested: $ 1,500,000 If the amount is unknown, will an appraisal be needed?

☐ Y ☐ N (If yes see page 14 of the appraisal process)

Total project cost: $ TBD

Category–check all that apply: ☑ Open Space/Recreation ☐ Historic ☐ Housing

Lot and Plot: 8

Assessors Map #: 47

Number of acres in parcel: 10.36

Number of proposed housing units: 0

Are there any existing deed restrictions on this property? ☐ No ☒ Don't know ☐ Yes/DESCRIBE

Describe restrictions below:

Project Sponsor/Organization: WILDLANDS TRUST

Contact Name: Scott MacFadden

Address: 675 LONG POND RD PLYMOUTH, MA 02360

Phone #: 774-343-5121 E-mail: smacfadden@wildlandstrust.org

Applicant Signature

5/23/2022
Date submitted

APPLICATION REQUIREMENTS:

A complete application consists of this application page (the specific amount of CPA funding is required), along with the following:

- A detailed description of the project explaining how your proposal benefits the Town of Plymouth and how it meets CPA goals and selection criteria outlined at the end of this application packet.
- Are there any special permit, variance or other approvals required? Are there any legal ramifications or impediments to this project?
- A detailed project budget including any additional revenue sources. Will there be any annual costs to the town once the project is operational?
- A project timeline.
- Additional supporting information such as photographs, plot plans, and maps (if applicable).
- Applicant must provide all title information for the property.
- Applicant must initial each page in the space provided.

PLEASE SEND 11 COPIES (DOUBLE-SIDED) OF YOUR APPLICATION TO:
The Community Preservation Committee, Plymouth Town Hall
26 Court Street, Plymouth, MA 02360

Applications may also be dropped off at the Town Clerk's office.
or in the CPC mailbox at Plymouth Town Hall.

The deadline for submitting an application is last Friday in February for Spring Town Meeting, and last Friday in June for Fall Town Meeting.

## MEMORANDUM OF UNDERSTANDING

Project Name: _____

Applicant Name: _____

Address: _____

Phone #: _____ E-mail: _____

I understand that there are certain conditions and responsibilities involved in receiving CPA funding. My signature below indicates that I have read the following conditions and agree to follow them if my application is recommended to and approved by Town Meeting:

1. I understand that the funding process follows procedures described in the Community Preservation Act, M.G.L. Ch. 44B and that this places certain restrictions on how payments may be made.
2. In order to acknowledge the Community Preservation Act, and thus the contributions of the Plymouth taxpayers, I will:
   - Order, pay for and place a temporary "Community Preservation Works" sign or banner in front of the project. The Community Preservation Committee will provide the approved design. Approximate cost for the banner is generally $250-$300.
   - Acknowledge the contributions of the Community Preservation Act in all press releases, newsletters, and other publicity.
   - Include recognition of the Community Preservation Act if a permanent plaque or sign is placed on the project.
3. If requested I will supply the Community Preservation Committee with quarterly financial up-dates the project.
4. As needed, I will assist in the process of obtaining the required deed restriction to help protect the property in perpetuity.
5. The Applicant agrees to adhere to the intent and the spirit of the presentation made to Town Meeting.

_____
Print Name

_____ _____
Signature Date

# APPLICATION
# to the
# PLYMOUTH
# COMMUNITY PRESERVATION
# COMMITTEE

**MAY, 2022**

**PROJECT: 46 SANDWICH ROAD ACQUISITION**

**LOCATION: 46 SANDWICH ROAD**

**TOTAL PARCEL ACREAGE: 24.38**
**PROPOSED OPEN SPACE ACREAGE: 10.36**

**CURRENT OWNER:**

**ENTERGY NUCLEAR GENERATION CO. C/O HOLTEC PILGRIM LLC**

*Map 47, Lot 8*

**CURRENT ASSESSED VALUE: $3,466,700**
**(entire property)**

## PROJECT SUMMARY:

Wildlands Trust ("WLT") hereby submits an application to the Plymouth Community Preservation Committee on behalf of the Town, pursuant to the possibility of the Town acquiring approximately 10.36 acres of open space that is currently part of a 24.38-acre parcel located at 46 Sandwich Road (hereafter, the "Property").

The Property's landscape context is generally favorable. It is part of one of the parcels serving as a 'gateway" to Chiltonville, one of Plymouth's most scenic and bucolic neighborhoods.

The Property is entirely upland. It is primarily wooded, with mixed deciduous and coniferous woodland. Topography is variable, with some areas of steeper slopes.

Although the Property doesn't itself contain any rare habitats as designated by the Commonwealth's Natural Heritage and Endangered Species Program ("NHESP") it is proximate to multiple areas identified by NHESP as containing important wildlife habitats.

The proposed open space acquisition meets several of the "Open Space Goals and Criteria" enumerated in Plymouth's Community Preservation Committee Application, is consistent with several of the goals and objectives articulated in Plymouth's 2021 Updated Open Space and Recreation Plan.

## OWNERSHIP/PROJECT HISTORY:

Per Plymouth Assessors records, Entergy still owns the subject Property.

The Town's intention is to partition the Property into two components: an open space component and a public safety component. Because the Town will use Community Preservation Act funds to acquire the open space component, Committee Chair Bill Keohan reached out to WLT to prepare this application. WLT works closely with the CPC on a wide range of "passive" open space projects, and typically prepares applications on behalf of landowners, and holds the Conservation Restrictions the CPA requires on all CPA-funded open space acquisitions.

## ZONING/DEVELOPMENT POTENTIAL:

The Property is situated within the "R40" Zoning District. Its development potential is not known at this time.

## PLANS OF LAND:

There is a plan of record dating from 1982 depicting the entirety of the 24.38-acre parcel. A copy of said plan is included in the Attachments section.

The Town's Engineering Office has prepared plans that depict the proposed partition of the Property into two components: an open space component and a public safety component. A copy of the new plan is included herewith in the Attachments section of this application.

As noted elsewhere herein, this application is focused solely on the open space component.

## ACQUISITION PLAN/TIMELINE:

The "Project Timeline" page found later in this application provides additional information about the acquisition plan's anticipated steps. In summary, primary steps include:

- Discussions with the CPC and the landowners to help define the project scope
- Preparing and submitting this application to the CPC
- The joint commissioning of an appraisal for the subject Property. Note that the CPC seeks to include the property owner in all phases of the approval process, including the vetting and hiring of an appraiser, and sharing the cost of the appraisal.
- Review of the appraisal by all parties
- Negotiations toward finalizing a purchase price
- Advancing the project to Plymouth Town Meeting for approval. The earliest that could occur for this project would at the June 2022 Plymouth Town Meeting.
- Closing: If Town Meeting approval is obtained, and subject to the satisfactory completion of all required due diligence, then the closing could occur as soon as possible thereafter, ideally within two to four weeks.

## NATURAL RESOURCES SUMMARY:

The Property is entirely upland. It is primarily wooded, with mixed deciduous and coniferous woodland. Topography is variable, with some areas of steeper slopes.

Although the Property doesn't itself contain any rare habitats as designated by the Commonwealth's Natural Heritage and Endangered Species Program ("NHESP") it is proximate to multiple areas identified by NHESP as containing important wildlife habitats, including:

- "Sandplain Natural Community Systems, Grassland".

- "BioMap Core Habitat and Critical Natural Landscape"

BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems.

Said Critical Natural Landscape areas complement and often overlap Bio Map 2 "Core Habitat" areas, including large natural Landscape Blocks and buffering uplands around coastal, wetland and aquatic Core Habitats to help ensure their long-term integrity.

The preservation of the Property will also help to protect the Plymouth-Carver sole source aquifer, one of the town's and the region's most significant and irreplaceable natural resources. Every acre of well-drained upland is a "window into the aquifer", and every such acre that is protected helps protect that aquifer.

**LANDSCAPE CONTEXT:**

The Property's landscape context is generally favorable. The parcel immediately abutting to the west is privately owned but undeveloped, and the parcels to the east are lightly developed. Single family homes exist on the opposite side of Sandwich Road.

The Town's acquisition of the Property would preserve a significant part of one of the parcels serving as a 'gateway" to Chiltonville, one of Plymouth's most scenic and bucolic neighborhoods.

**ACCESS/IMPROVEMENTS:**

Plans for public access to the Property are unknown at this time. The Property does not include any improvements.

**LONG-TERM MANAGEMENT PROGNOSIS:**

The Property should not pose any significant long-term operational burden on Town natural resources staff or budgets, as it would be managed as the "passive" open space component of the 46 Sandwich Road complex. Such passive open space components generally require little in the way of active management.

## ALIGNMENT WITH COMMUNITY PRESERVATION ACT GOALS FOR OPEN SPACE

**GOAL 4:** *Ensure adequate size and connection of protected natural areas to maximize environmental and habitat benefits.* The Property is proximate to a large expanse of

protected land situated to the southeast owned and managed by WLT, and is part of a corridor of mostly contiguous open space to the west of the Eel River.

**OTHER SUPPORTING INFORMATION:** The proposed acquisition would be consistent with several of the identified resource protection needs and goals, objectives, and strategies enumerated in the updated 2017 Town of Plymouth Open Space and Recreation Plan, including:

*Section VIII, GOALS AND OBJECTIVES, MASTER PLAN GOALS*

*Pg. 204-205, Open Space: Preserve open space parcels within or near every village and residential neighborhood.* The proposed project will preserve land in close proximity to Chiltonville, one of Plymouth's most scenic and rural neighborhoods.

## PROJECT BUDGET

| | |
|---|---|
| *Proposed Sales Price* | $3,700,500 (total property)<br><br>**$1,500,000** (open space Component) |
| *Funding Sources* | |
| *Town of Plymouth CPC Funds* | $1,500,000 |
| *Project Costs* | |
| *Appraisal* | $TBD |
| *Due Diligence* | $ TBD (estimated: to potentially include EHA, closing and legal costs, title exam) |
| *Survey Plan* | $N/A |
| *Stewardship Endowment* | $10,000* |
| **Project Total** | **$ TBD** |

*** As the presumptive Conservation Restriction ("CR") holder, Wildlands Trust will require a stewardship endowment contribution. Said contribution is a one-time fee that the Trust will invest in a stewardship endowment fund to ensure that it will always have the financial capacity to perform its obligations as the CR holder.**

**It is standard practice for nonprofit conservation organizations to require stewardship endowment contributions when acquiring CR's. The indicated contribution is an estimate, and will need to be verified by a property-specific stewardship endowment calculation.**

**For CPA projects, the Town provides this contribution, and not the landowner/seller**

# PROJECT TIMELINE (conditional)

- Initial Discussions with Landowners/Other Stakeholders—Winter/Spring 2022
- Preparation and Submission of Application to CPC—May 2022
- CPC Deliberations on Application/Vote—May 2022
- Appraisal commissioned—Following Affirmative CPC Vote
- Town Meeting Vote on Warrant Article Authorizing CPC Expenditure on Project—June 2022
- Execution of P+S—Subsequent to Town Meeting approval
- Due Diligence Initiated/Completed—Summer 2022
- Closing—Pending completion of due diligence, within two to four weeks after Town Meeting vote authorizing project
- Completion of WLT CR--Within six months after Closing

# ATTACHMENTS/EXHIBITS

- ASSESSORS FIELD CARD FOR SUBJECT PROPERTY
- MOST RECENT DEED FOR SUBJECT PROPERTY (*FOURTH TRACT IN SAID DEED*)
- 1982 PLAN OF LAND
- EXISTING CONDITIONS PLAN
- SKETCH PLAN DEPICTING PROPOSED OPEN SPACE COMPONENT

# Unofficial Property Record Card - Plymouth, MA

## General Property Data

| | | | |
|---|---|---|---|
| Parcel ID | 047-000-008-000 | Account Number | 7421 |
| Prior Parcel ID | 4810 -C01 -047*0074* | | |
| Property Owner | ENTERGY NUCLEAR GENERATION CO | Property Location | 46 SANDWICH RD |
| | C/O HOLTEC PILGRIM, LLC | Property Use | OFFICE |
| Mailing Address | DRISHAN P SINGH | Most Recent Sale Date | 7/13/1999 |
| | 1 HOLTEC BLVD | Legal Reference | 17668-266 |
| City | CAMDEN | Grantor | BOSTON EDISON COMPANY, |
| Mailing State | NJ Zip 08104 | Sale Price | 10,000,000 |
| ParcelZoning | R40 | Land Area | 24.380 acres |

## Current Property Assessment

| Card 1 Value | Building Value 2,548,400 | Xtra Features Value 53,500 | Land Value 864,800 | Total Value 3,466,700 |
|---|---|---|---|---|

## Building Description

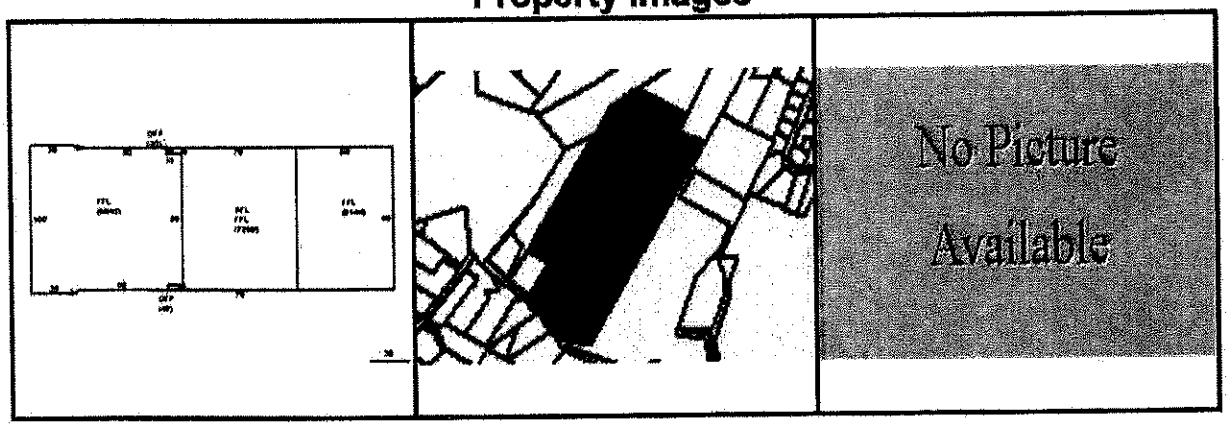
| | | |
|---|---|---|
| Building Style OFFICE | Foundation Type SLAB | Flooring Type CARPET |
| # of Living Units 1 | Frame Type WOOD | Basement Floor N/A |
| Year Built 1974 | Roof Structure FLAT | Heating Type HEAT PMP |
| Building Grade AVERAGE+ | Roof Cover Membrane | Heating Fuel ELECTRIC |
| Building Condition Avg-Good | Siding BRICK | Air Conditioning 100% |
| Finished Area (SF) 30376 | Interior Walls DRYWALL | # of Bsmt Garages 0 |
| Number Rooms 0 | # of Bedrooms 0 | # of Full Baths 0 |
| # of 3/4 Baths 0 | # of 1/2 Baths 2 | # of Other Fixtures 17 |

## Legal Description

## Narrative Description of Property

This property contains 24.380 acres of land mainly classified as OFFICE with a(n) OFFICE style building, built about 1974 , having BRICK exterior and Membrane roof cover, with 1 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 2 half bath(s).

## Property Images




Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

pl99-488

96136
Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
13 JUL 1999 10:24AM
RICHARD C.SEIBERT
REGISTER
Bk 17658 Pg 265-282

# DEED

BOSTON EDISON COMPANY, a Massachusetts corporation and electric company, whose principal place of business is at 800 Boylston Street, Boston, Suffolk County, Massachusetts 02199 ("Grantor"), for consideration paid and in full consideration of Ten Million Dollars ($10,000,000.00), the receipt of which is hereby acknowledged, does hereby grant to ENTERGY NUCLEAR GENERATION COMPANY, a Delaware corporation, whose address is 1340 Echelon Parkway, Jackson, Mississippi 39213 ("Grantee"), the following premises:

> Those certain parcels of land situated in the Town of Plymouth, Plymouth County, Massachusetts, and more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Granted Premises").

For title reference only, see deeds and instruments identified immediately following each description on Exhibit A.

Together with all buildings, structures, fixtures and other improvements, above or below ground, now located on or in the Granted Premises, except as provided herein with respect to the reserved easements described below.

Together with all other easements, rights and other matters appurtenant to the Granted Premises, but subject to all easements, covenants, conditions, restrictions, reservations and other matters of record, insofar as the same are in force and applicable, including, without limitation, all zoning, building and environmental land use laws, ordinances and regulations, and subject further to all outstanding and unpaid real property taxes assessed on the Granted Premises by the Town of Plymouth for the tax period July 1, 1999 to June 30, 2000 and for subsequent years, which taxes the Grantee, by acceptance of this deed hereby assumes and agrees to pay. Nothing herein shall be construed as an assumption by Grantee of any obligations of Grantor or its affiliates under any tax agreement now or hereafter made by Grantor with the Town of Plymouth, including, without limitation, the agreement dated March 16, 1999.

Excepting and reserving to the Grantor a perpetual right and easement (1) to erect, install, construct, reconstruct, replace, repair, maintain, use, operate, inspect and patrol one or more lines for the transmission of high and low voltage electric currents and lines for telecommunications, signal and control purposes, including ground wires, over, across, upon and under a strip of land three hundred (300) feet wide, said strip of land being shown as Parcels 16, 17, 18, 19, 20, 21, 22 and 22A on a plan ("the Plan") in two sheets entitled, "BOSTON EDISON COMPANY PLAN OF RIGHT OF WAY IN PLYMOUTH, MA. CANAL-WALPOLE LINE - PILGRIM STATION TRANSMISSION LINE", dated Oct. 30, 1998, sheets 1 of 2 and 2 of 2, signed by Wayne S. Carlson, RLS # 29283, on March 8, 1999 (said strip of land hereinafter referred to as the "Easement Area"), which lines may consist of towers, poles or pole structures, or

conduits, pipes or ducts and manholes, with wires, cables, antennae and ground wires strung upon and from or installed within or upon the same, or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same, together with (a) all necessary foundations, anchors, guys, braces, insulators, hardware, fittings, equipment, enclosures and appurtenances located on or buried in the ground, and (b) such foot and vehicle bridges and ways of access (all to be located within the Easement Area or the Access Easements, as hereinafter defined) as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of the same (collectively, the "Facilities"); (2) to construct such Facilities, or any of them, at any time hereafter and at the same time or different times and to renew, add to, replace, remove and otherwise change the Facilities and each and every part thereof and the location thereof within said Easement Area which shall not exceed three hundred (300) feet in width; (3) to clear and keep clear, by physical, chemical or other means, said Easement Area or any part thereof of trees, underbrush, buildings and any other structures; (4) to remove any tree situated outside the Easement Area which, in the reasonable opinion of the Grantor, will endanger or interfere with the maintenance and operation of said Facilities; (5) to enter upon and pass along said Easement Area to and from the adjoining lands by way of the Access Easements as hereinafter defined for all the above purposes as reasonably required; (6) to enter upon and pass and re-pass, by foot and vehicle, and to grade, slope, improve, clear and keep clear of trees, underbrush and other obstacles, widen, drain, fence or similarly protect, maintain and utilize seven (7) certain strips of land ("the Access Easements"), being labeled on the Plan as "ACCESS EASEMENT A, B, C, D, E, F and G" respectively, said seven strips of land being located as shown on the Plan, to provide non-exclusive access to the Grantor to the Easement Area for all the above purposes as reasonably required, and in lieu of access to the Easement Area across other lands of Grantee (except private ways established by Grantee from time to time); (7) to enter upon and pass and re-pass, by foot and vehicle, over the "Edison Access Road" as shown on said Plan, and (8) to enter upon and pass and re-pass, by foot and vehicle, over certain paved portions of registered land of the Grantor, Certificate of Title No. 80710, situated outside the Easement Area, subject to any reasonable provisions of the Grantee in regards to security therein, in order to provide necessary access to the northwesterly portion of Parcel 22.

Further excepting and reserving to the Grantor any of the Facilities that exist on the Easement Area as of the date hereof, such Facilities being excluded from the within grant. All taxes for the Facilities shall be the responsibility of the Grantor.

The registered land affected by the reservation set forth above is described in Certificates of Title Nos. 80710 and 39971. The unregistered parcels affected by the reservation set forth above are described in deeds recorded in Book 3416, Page 84 and Book 3405, Page 233.

By the acceptance of this deed, the Grantee, for itself and its successors in title to the Easement Area and the Access Easements, covenants and agrees with the Grantor, its successors and assigns, that neither the Grantee nor any of its successors in title will (a) use or alter said Easement Area or the Access Easements, or change the present grade or

ground level of the surface thereof by excavation, filling or otherwise, in any manner which in the reasonable judgment of the Grantor, will endanger or interfere with the proper operation or maintenance of the Facilities; or (b) install or have installed within the Easement Area or the Access Easements any structures, buildings, overhead utility lines and appurtenances, septic tanks, fields and other soil absorption system components, detention, retention or similar basins, wetland replication areas, roadways or driveways; or (c) install any landscaping, trees, shrubs, lawn areas, vegetable gardens, flower gardens, footpaths, trails or similar ways of access, walls, fences or gates within the Easement Area or the Access Easements, without, in each instance, first obtaining prior written approval from the Grantor, not to be unreasonably withheld or delayed, said approval being a written agreement, drafted by the Grantor, executed by the Grantee and the Grantor, said agreement covering the conditions to be adhered to by the Grantee within the Easement Area or the Access Easements; (d) install any aboveground structure, including but not limited to lighting poles, highway signs, traffic signal structures or similar structures, within Parcel 22A, as shown on said Plan, or widen any portion of the existing roadway situated within Parcel 22A; or (f) do any other act which may be inconsistent with the rights and easements herein reserved.

Grantor, for itself and its successors and assigns, covenants and agrees, with respect to the Easement Area and the Access Easements, that Grantor shall install, maintain, operate, upgrade, repair, reconstruct, relocate, and replace any Facilities (a) in accordance with all applicable laws, rules, regulations, codes and industry safety and reliability standards, and (b) at Grantor's sole cost and expense, except as may otherwise be provided under any applicable law, rule or regulation, but in no event shall Grantee be responsible for any such cost or expense.

Grantor's reservation of easement rights with respect to the Easement Area and the Access Easements shall not preclude Grantee, or its successors or assigns, from constructing, installing, maintaining, repairing, replacing, altering, adding to, using and operating a natural gas pipeline or pipelines under, along, within and across Grantor's retained easements, to serve any existing or new generation facilities located on the Granted Premises; provided, however, that Grantee's foregoing rights shall be subject to the following conditions: (a) Grantee shall comply with all applicable laws, rules, regulations, codes and industry safety and reliability standards applicable to the co-location of gas and high voltage electric lines; (b) Grantee shall prepare, prior to the commencement of any work, at its sole cost and expense, all necessary engineering and other plans and drawings necessary for approval of such pipeline by applicable governmental authorities and for Grantor's approval, such approval not to be unreasonably withheld or delayed; (c) Grantee shall not install or have installed a natural gas transmission valve station blow-off valve within one hundred fifty (150) feet of either sideline of the Easement Area; and (d) such pipeline shall not unreasonably interfere with Grantee's use of the Easement Area and the Access Easements for purposes described herein.

Grantor hereby further retains the perpetual, non-exclusive easements for access to (in common with Grantee and others over existing accessways or such other ways as

designated by Grantee from time to time providing reasonable access), and for installation, maintenance, operation, upgrading, repair, reconstruction, relocation and replacement of, all telecommunications facilities owned by the Grantor, and located on two tower structures now located on the Granted Premises and commonly known as and referred to as the Pine Hills Tower (located on Lot 527 shown on Land Court Plan No. 5279-47 described in Certificate of Title No. 59249) and the Cleft Rock Tower (located on Lot 525 on Land Court Plan No. 5279-45 described on Certificate of Title No. 39971, such easements to continue for so long as such towers, or replacements thereto, remain on the Granted Premises.

No cessation of use or operation of the reserved easements shall be deemed an abandonment thereof resulting in the termination of any aspect of the reserved easements, unless the holder thereof at the time of such cessation of use or operation releases to Grantee, its successors and assigns, in a written instrument in recordable form, its right in such reserved easements, or any one or more of the same.

In exercising any or all of the Grantor's rights, easements and other matters reserved in this deed, and in connection with the existence at the Granted Premises of the Facilities and any other Grantor's improvements, property and equipment including all appurtenances, Grantor shall indemnify, defend and hold harmless Grantee and its successors, legal representatives and assigns from and against all claims, losses, costs, damages and expenses, including reasonable attorney fees and expenses arising from any negligent or willful act or omission of Grantor or its employees, agents or contractors.

Grantee shall have the right, at its sole cost and expense (including, without limitation the cost of all permitting), at any time and from time to time, to relocate any and all of the Facilities and other Grantor's improvements, property and equipment, including all appurtenances, the Access Easements and all other rights and easements and other matters reserved herein, at the Granted Premises, provided that there shall be no change to the nature or the utility of any such Facilities, improvements, property and equipment, other than the physical location thereof on the Granted Premises, as a result of any such relocation. Grantee shall provide Grantor with any such relocation plans and all other documentation for such relocation for its review and approval, such approval not to be unreasonably withheld or delayed.

Grantor acknowledges that the Grantee shall have the right to use the Easement Area and Access Easements for all purposes not inconsistent with the Grantor's rights herein reserved.

By its acceptance of this deed and the recording thereof, the Grantee acknowledges its present intention to continue to use and qualify those parcels heretofore qualified, assessed and taxed under the provisions of Massachusetts General Laws, Chapter 61, in accordance with the provisions thereof.

The Granted Premises do not constitute all or substantially all of the real property of Grantor in the Commonwealth of Massachusetts.

Executed as a sealed instrument as of the 12 day of July, 1999.

BOSTON EDISON COMPANY

By: James J. Judge
Name: James J. Judge
Title: Senior Vice President and Treasurer

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss. July 12, 1999

Then personally appeared before me the above named James J. Judge, Senior Vice President and Treasurer of BOSTON EDISON COMPANY, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer, and the free act and deed of said corporation.

Neven Rabadjija
Notary Public
My commission expires:

NEVEN RABADJIJA
Notary Public
Commission Expires January 20, 2006

PLYMOUTH
DEEDS REG#18
CANCELLED
07/13/99 10:13AM 01
000000 #3421
FEE $45600.00
CASH $45600.00

## EXHIBIT A

To Deed from Boston Edison Company to Entergy Nuclear Generation Company of Premises in Plymouth, Plymouth County, Massachusetts

The Granted Premises consist of the following four (4) tracts of land, the first three consisting of multiple parcels and the fourth consisting of a single parcel, with the buildings and improvements thereon, situated in Plymouth, Plymouth County, Massachusetts.

First Tract

A certain tract of land with the buildings and improvements thereon situated on the northeasterly side of Rocky Hill Road and the southwesterly side of Cape Cod Bay in said Plymouth, seaward to the extent of private ownership, consisting of the following three registered parcels:

1. the first shown as Lot 1 on Land Court Plan 35214A filed with Certificate of Title No. 52654, excepting from Lot 1, Lot 3 shown on Land Court Plan No. 35214B filed with Certificate of Title No. 52654;

2. the second shown as Lot 3 on Land Court Plan No. 35214B filed with Certificate of Title No. 52654; and

3. the third being that certain parcel of land bounded and described as follows:

| | |
|---|---|
| Southwesterly: | by the northeasterly line of Rocky Hill Road, one hundred eighteen and 22/100 (118.22) feet; |
| Northwesterly: | thirty-four and 09/100 (34.09) feet; |
| Southwesterly: | two hundred eighty-four and 71/100 (284.71) feet; |
| Northwesterly: | one hundred seventy-two and 62/100 (172.62) feet; |
| Southerly: | two hundred thirty-three and 22/100 (233.22) feet by land now or formerly of Russell Howard Hall et al; |
| Westerly: | by land now or formerly of Boston Edison Company eight hundred eleven and 77/100 (811.77) feet; |
| Northwesterly: | by land now or formerly of said Boston Edison Company, the line protracted over the foreshore about two hundred ninety (290) feet; |
| Northeasterly: | by low water mark of Cape Cod Bay; |
| Southeasterly: | by land now or formerly of Henry W. Taylor, the line protracted over the foreshore, about two hundred ten (210) feet; and |
| Easterly: | by land now or formerly of said Henry W. Taylor and by the end of John Alden Road one thousand forty-eight and 58/100 (1048.58) feet. |

All of said boundaries of the third parcel, except the water lines, are shown on plan #35215A, a copy of a portion of which is filed with Certificate of Title No. 58079.

For the title of Boston Edison Company to the First Tract see Certificates of Title Nos. 80710 and 69119.

Second Tract

A certain tract of land with the improvements thereon, if any, situated on the southwesterly side of Rocky Hill Road, the northwesterly side of White Horse Road, the easterly, northeasterly and northerly sides of Manomet Road, also known as State Highway - Route 3A, and the southeasterly side of Rocky Hill Road, in said Plymouth, consisting of three registered parcels and six unregistered parcels, the three registered parcels being shown:

1. as Lot 2 on Land Court Plan No. 35214A filed with Certificate of Title No. 52654;

2. as Lot 525 on Land Court Plan No. 5279-45 filed with Certificate of Title No. 39971, excepting therefrom Lot 552 on Land Court Plan No. 5279-56 filed with Certificate of Title No. 39971; and

3. on Land Court Plan No. 40712A filed with Certificate of Title No. 70716 and bounded and described as follows:

| | |
|---|---|
| Southwesterly: | by the northeasterly line of Manomet Road, two hundred fourteen and 72/100 (214.72) feet; |
| Westerly: | by land now or formerly of Boston Edison Company, one thousand nine and 89/100 (1009.89) feet; and |
| Northeasterly: | seven hundred forty-six and 73/100 (746.73) feet, and |
| Southeasterly: | five hundred twenty and 68/100 (520.68) feet by land now or formerly of Henry W. Taylor; |

and the six unregistered parcels being described as follows:

1. A parcel of land shown on the plan hereinafter mentioned as containing 20.95 acres, more or less, lying on the northerly side of Manomet Road, State Highway Route 3A, and bounded and described as follows:

| | |
|---|---|
| Southwesterly: | by said Manomet Road on several courses one thousand three hundred sixty-six and 81/100 (1,366.81) feet; |
| Westerly: | by land of Gordon L. Howland and Madeline P. Howland two hundred ninety-four and 49/100 (294.49) feet, and by registered land of Boston Edison Company constituting a portion of Lot 525 on Land Court Plan 5279-45 and registered under Certificate of Title No. 39971 filed in Plymouth Registry District, Registration Book 199, Page 171, three hundred sixty-seven and 79/100 (367.79) feet; |
| Northerly: | two hundred fifty-one and 98/100 (251.98) feet; |

| | |
|---|---|
| Easterly: | Thirty-four and 69/100 (34.69) feet; |
| Northerly: | again on several courses a total distance of nine hundred twenty-two and 23/100 (922.23) feet, said last three bounds being all by said registered land of Boston Edison Company; |
| Southeasterly: | three hundred ninety-one and 97/100 (391.97) feet; |
| Easterly: | three hundred twenty-eight (328) feet by land of Malcom P. Hayden; |
| Northerly: | again by said Hayden land two hundred forty-nine and 18/100 (249.18) feet; and |
| Easterly: | again by the same one hundred twenty-one and 01/100 (121.01) feet. |

Said parcel of land is shown on the plan entitled "Boston Edison Company Property Plat Showing Land of GEORGE SKULSKY & HARRY L. SKULSKY Plymouth, Plymouth County, Mass." by Water E. Rowley & Assoc., West Wareham, Mass., dated September 11, 1967, recorded in Plan Book 14, Page 712.

2. A certain parcel of land lying on the southeasterly side of Rocky Hill Road and the northeasterly side of State Road, otherwise known as Route 3A or Manomet Road, in said Plymouth, bounded and described as follows:

Beginning at a point on the southeasterly side of said Rocky Hill Road, which point is the northwesterly corner of a lot of land now or formerly of Farrell, once of Scott, said lot being shown as Lot 11B-1 on the Town of Plymouth Assessor's Plans, Plat 43, revision of January 1, 1975;

Thence running by a curve to the left, twenty (20) feet to a point;

Thence running South 19° 18' East by said land now or formerly of Farrell, a portion of which is shown as Lot 11B on said Plat 43, four hundred fifty-seven and 24/100 (457.24) feet to a point, said point being the most southerly corner of said land now or formerly of Farrell;

Thence turning and running northeast by said land now or formerly of Farrell, four hundred fifty-five and 57/100 (455.57) feet to a point, said point being the most southerly corner of land now or formerly of Scott, said Scott land being shown as Lot 16 on said Plat 43;

Thence turning and running North 38° 40' East by the southeasterly boundary line of said land now or formerly of Scott, three hundred twenty-seven and 84/100 (327.84) feet to a point, said point being the most easterly corner of said land now or formerly of Scott;

Thence turning and running South 51° 20' East by land once of Tarantino, now of Boston Edison Company, which land was conveyed by Gerald Montrio and Raquel Montrio to Christy J. Tarantino by deed dated July 9, 1954 and recorded with Plymouth Deeds, Book 2355, Page 41, (said former Tarantino land being shown as Lot 11E on said Plat 43 and also being shown on a plan entitled "Plan of Land Plymouth belonging to Christy J. Tarantino", dated May 7, 1957, Delano & Keith, Surveyors, recorded with said Deeds,

Book 3434, Page 98, as Plan No. 168 of 1968), to a point, this point being the most northerly corner of a triangular lot of land containing 5.89 acres, more or less, conveyed by said Gerald Montrio and Raquel Montrio to said Christy J. Tarantino by deed dated February 9, 1957 and recorded with said Deeds, Book 2553, Page 274, said triangular shaped lot being shown as Lot 11G on Plat 43 of the January 1, 1964 Edition of said Assessors' Plans, merged into Lot 11E on said January 1, 1975 Edition thereof, and also being land now of Boston Edison Company and shown on said plan dated May 7, 1957;

Thence turning and running South 3° 57' 50" West, two thousand seven hundred and twenty-nine and 23/100 (2,729.23) feet by the westerly boundary of said land formerly of Tarantino, now of Boston Edison Company, to a point on said State Road, also known as Manomet Road;

Thence turning and running westerly by the northerly side of State Road, three thousand one hundred twenty (3,120) feet, more or less, to a point in the northeasterly line of said highway, which point is the southeasterly corner of land now or formerly of Balmon E. Pimental, conveyed to him by deed recorded with said Deeds, Book 2220, Page 413, said point being also the southwesterly corner of the parcel of land hereby conveyed;

Thence turning and running North 27° 49' East by said land now or formerly of Pimental, two hundred (200) feet to a point;

Thence turning and running northwesterly by said lot of land now or formerly of Pimental and parallel to said State Road, said Pimental land being shown as Lot 11C on said Plat 43, one hundred twenty (120) feet to a point at the southeasterly boundary line of land now or formerly of Sears, said Sears land being shown as Lot 11a1 on said Plat 43;

Thence turning and running North 27° 49' East by said land now or formerly of Sears, thirty-seven and 80/100 (37.80) feet to a point, said point being the most easterly corner of said land now or formerly of Sears;

Thence turning and running North 28° 52' West by the northeasterly boundary line of said land now or formerly of Sears and by the northeasterly boundary line of land now or formerly of Shipley, running by Lots 10-1B, 10-6 and 10-1A, as shown on said Plat 43, to a point which is the most southerly corner of Lot 88 as shown on said Plat 43;

Thence turning and running along a line which forms the rear or southeasterly boundary lines of Lots 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66 and 65, as shown on said Plat 43 and also as shown on a plan entitled "Plan of Rocky Point, Section C, Plymouth, Mass.", dated June 1948 by Irving Rosenblatt, Civil Engineer, Framingham, Massachusetts, said plan being recorded with said Deeds, Plan Book 7, Plan 446, to a point;

Thence continuing northeasterly by the rear or southeasterly boundary line of Lot 15, land now or formerly of Wilson, as shown on said Plat 43, and as also shown on a plan

entitled "Plan of Land in Plymouth, Mass.", dated September 29, 1944 by Ernest W. Branch, Inc., Civil Engineer, Quincy, Massachusetts, said plan being recorded with said Deeds, Plan Book 6, Page 663, to a point, being the most easterly corner of said Lot 15;

Thence turning and running northwesterly by said land now or formerly of Wilson, one hundred eight (180) feet to a point;

Thence turning and running by a curve to the left, twenty (20) feet to a point on the southerly side of said Rocky Hill Road;

Thence turning and running northeasterly by said Rocky Hill Road to the point of beginning.

This conveyance includes all improvements, if any, now located on the above described parcel of land.

Reference is made to a plan entitled "Plan of the Property of Stone Farm Association and Adjacent Land in the Town of Plymouth, Massachusetts, SFA and Adjacent Land Plymouth", dated January 1922, recorded with said Deeds, Plan Book 5, Page 681.

3. A certain parcel of land with any improvements thereon situated on the northerly and northeasterly sides of Manomet Road, also known as State Highway - Route 3A, and consisting of Lot Nos. 17, 17B and 20 as shown on a plan entitled "Plan of Stone Farm Association and Adjacent Land in the Town of Plymouth, Massachusetts, SFA & Adjacent Land - Plymouth" dated January 1922, and recorded in Plan Book 5, Page 681.

4. A certain parcel of land situated on the northerly side of Manomet Road on the Pine Hills, so-called, lying in part between the two parcels last described above designated 2. and 3., and bounded and described as follows:

Beginning at the southwesterly corner thereof, at a stake, said stake being located in the northerly line of said State Highway and being the southeasterly corner of land now or formerly of Gerald Montrio, et ux;

Thence by land of said Montrio North 3° 57' 50" East, two thousand seven hundred twenty-nine and 23/100 (2,729.23) feet to a stake;

Thence turning and running again by land of said Montrio and land now or formerly of Hunter H. Scott et ux, North 51° 19' 55" West, one thousand three hundred thirty-six and 87/100 (1,336.87) feet to a stake, said stake marking the most southerly corner of Lot #122 as shown on a plan of lots, Section "B" at Rocky Point, dated May, 1948;

Thence turning and running by said Lot 122 and by Lots inclusive to #145 of said Rocky Point Section "B" in the following described courses and distances:

North: 38° 47' 40" East, four hundred eleven and 68/100 (411.68) feet;

| | |
|---|---|
| North | 33° 57' 40" East, two hundred forty-seven and 38/100 (247.38) feet; |
| Northeasterly: | by a curve to the right having a radius of nine and 05/100 (9.05) feet, an arc distance of six and 05/100 (6.05) feet; |
| North: | 72° 16' 40" East, four hundred two and 06/100 (402.06) feet; |
| Northeasterly: | by a curve to the right having a radius of four hundred seventy-three and 60/100 (473.60) feet, an arc distance of one hundred four and 30/100 (104.30) feet; |
| North: | 84° 53' 40" East, two hundred sixty-eight and 52/100 (268.52) feet; |
| Southeasterly: | by a curve to the right having a radius of thirty-four and 28/100 (34.28) feet, an arc distance of sixteen and 75/100 (16.75) feet, |
| South: | 67° 06' 20" East, one hundred forty-one and 46/100 (141.46) feet to a point in a stone wall at land formerly of Richard N. Greenwood, now of Boston Edison Company; |

Thence turning and running on the following courses and distances by said land of Boston Edison Company:

| | |
|---|---|
| South: | 34° 07' 00" West, two hundred eighty and 83/100 (280.83) feet; |
| South: | 29° 33' 00" West, three hundred twenty and 09/100 (320.09) feet; |
| South: | 31° 53' 40" West one hundred fifteen and 43/100 (115.43) feet to a stake; |

Thence turning and running South 66° 02' 00" East, two hundred forty-one and 70/100 (241.70) feet;

| | |
|---|---|
| South: | 50° 53' 40" East, two hundred twenty and 36/100 (220.36) feet; |
| South: | 41° 44' 10" East, two hundred eighty and 94/100 (280.94) feet to a stake and stones; |
| South: | 55° 07' 30" East, one thousand one hundred thirty and 35/100 (1,130.35) feet; |
| North: | 51° 51' 00" East, twenty-six and 65/100 (26.65) feet; |
| South: | 47° 04' 30" East, six hundred eleven and 61/100 (611.61) feet to an iron pipe at land formerly of Neil McIntosh, also now of Boston Edison Company; |

Thence turning and running by last-named land of Boston Edison Company, South 47° 42' 50" West, three hundred eighty-two and 10/100 (382.10) feet;

Thence turning and running again by said former McIntosh land, now of Boston Edison Company:

| | |
|---|---|
| South: | 52° 30' 00" East, one hundred ninety-eight (198.00) feet to land now or formerly of John J. Vigna, et ux; |

Then turning and running by land of said Vigna on the following courses and distances:

South: 23° 13' 00" West, two hundred forty-five and 04/100 (245.04) feet;
North: 58° 58' 50" West, seven hundred nineteen and 92/100 (719.92) feet to a stake and stones;
South: 30° 17' 20" West, one thousand six hundred fifty-eight and 29/100 (1,658.29) feet to a stake at the center line of the Old Ponds Road so-called:

Thence by the center line of the Old Ponds Road, so-called, in the following described courses and distances:

South: 37° 28' 50" East, forty and 61/100 (40.61) feet;
South: 21° 25' 30" East, one hundred one and 18/100 (101.18) feet;
South: 12° 21' 20" East, seventy-nine and 42/100 (79.42) feet;
South: 19° 52' 40" East, forty-nine and 82/100 (49.82) feet;
South: 44° 15' 20" East, seventy-five and 32/100 (75.32) feet;
South: 77° 36' 10" East, one hundred two and 20/100 (102.20) feet to the State Highway;

Thence turning and running Southwesterly by a curve to the left having a radius of eight hundred eight and 41/100 (808.41) feet, an arc distance of two hundred thirty and 74/100 (230.74) feet to a Massachusetts Highway Bound;

Thence by said State Highway Bound 77° 10' 40" West, one hundred eighty-five and 38/100 (185.38) feet to a Massachusetts Highway Bound;

Thence by a curve to the right having a radius of five hundred ninety-nine and 79/100 (599.79) feet, an arc distance of one hundred eighty-three and 88/100 (183.88) feet to the point of beginning.

Containing an area of ninety-two and 80/100 (92.80) acres.

All as shown on a plan entitled "Plan of Land in Plymouth belonging to Christy J. Tarantino", dated May 7, 1957, Delano & Keith, Surveyors, recorded with Plymouth Deeds, book 3434, Page 98, as Plan No. 168 of 1968.

5. A certain parcel of land situated on the southeasterly side of Rocky Hill Road, bounded and described as follows:

Northwesterly: by said Rocky Hill Road, seventy-five (75) feet;
Northeasterly: by Lot 125 as shown on the plan hereinafter mentioned, two hundred (200) feet;
Southeasterly: by land formerly of Christy J. Tarantino, now of the grantee, seventy-five (75) feet; and
Southwesterly: by Lot 123 on said plan, two hundred (200) feet.

The above-described parcel is shown as Lot 124 on a plan entitled "Complete Plan of Section B at Rocky Point in Plymouth, Mass.", by Irving Rosenblatt, Civil Engineer, dated May, 1948, recorded with Plymouth Deeds, Plan Book 7, Pages 742 and 743.

6. A certain parcel of land lying on the easterly side of Manomet Road, also known as State Highway - Route 3A, in said Plymouth, bounded and described as follows:

| | |
|---|---|
| Westerly: | by Manomet Road, three hundred seventy-six and 89/100 (376.89) feet; |
| Southeasterly: | by land of Boston Edison Company, two hundred eighty-nine and 30/100 (289.30) feet, and |
| Northerly: | by land of Boston Edison Company, one hundred sixty-eight and 34/100 (168.34) feet. |

Said parcel is shown on a plan by Cape Cod Survey Consultants, dated June 7, 1973, revised June 25, 1973, filed in the Land Registration Office as Plan No. 38016.

For the title of Boston Edison Company to the Second Tract, see Certificate of Title Nos. 80710, 39971, and 70716; and a deed dated December 21, 1967 recorded in Book 3416, Page 84 from George Skulsky and Harry L. Skulsky, a deed dated June 3, 1976 recorded in Book 4369, Page 223 from John F. Murphy, a deed dated March 9, 1978 recorded in Book 4416, Page 217 from Leo Gallitano et als, Trustees of Pine Hill Trust; a deed dated December 1, 1975 recorded in Book 4369, Page 218 from John F. Murphy, a deed dated January 3, 1977 recorded in Book 4369, Page 221 from John F. Murphy, and a deed dated November 29, 1976 recorded in Book 4369, Page 227 from John F. Murphy, and deed in confirmation thereof dated December 9, 1976 recorded in Book 4369, Page 331.

Third Tract

A certain tract of land with the improvements thereon, if any, situated on the southeasterly, southerly and southwesterly sides of Manomet Road, also known as State Highway - Route 3A, in said Plymouth, consisting of one registered parcel and six unregistered parcels, the one registered parcel being shown:

1. as Lot 527 on Land Court Plan No. 5279-47 filed with Certificate of Title No. 44987; and

the six unregistered parcels being described as follows:

1. A parcel of land lying on the southerly side of said Manomet Road shown as the lot containing .14 acre, more or less, shown on a plan entitled "Boston Edison Company Property Plat Showing Land of GEORGE SKULSKY & HARRY L. SKULSKY Plymouth, Plymouth County, Mass." by Walter E. Rowley & Assoc., West Wareham, Mass., dated September 11, 1967 recorded in Plan Book 14, Page 712 and bounded and described as follows:

| | |
|---|---|
| Northeasterly: | by said Manomet Road measuring on a curved line having a radius of three hundred forty-two and 70/100 (342.70) feet, a distance of one hundred sixty-two and 66/100 (162.66) feet; |
| Southerly: | one hundred forty-one and 24/100 (141.24) feet; |
| Northwesterly: | one hundred two and 64/100 (102.64) feet, both of said bounds being by land of Gordon L. Howland and Madeline P. Howland. |

2. A certain parcel of land located on the southeasterly side of Manomet Road, consisting of the premises shown as "William F. Doten to Charles H. Rutan, Book 1112, Page 384 '80 acre lot' ", on a plan entitled "Plan of Land in Plymouth, Scale 200 feet - 1 inch, October 25, 1926, Delano & Keith Survey Surveyors, 3A Main Street, Plymouth, No. 14847A", filed with Plymouth Registry District of the Land Court.

3. A certain parcel of land located on the southerly and westerly sides of Manomet Road in said Plymouth bounded and described as follows:

| | |
|---|---|
| Northerly: | by Manomet Road three thousand one hundred seventy-two and 14/100 (3,172.14) feet; |
| Easterly: | by land of Ronald H. and Nellie Redman, five hundred twenty-two and 82/100 (522.82) feet; |
| Northerly: | by said Redman land, seven hundred twenty and 33/100 (720.33) feet, |
| Easterly: | by land formerly of Ronald W. McIntosh, registered to Boston Edison Company, nine hundred twenty-nine and 52/100 (929.52) feet; |
| Northerly: | by said former McIntosh land, one thousand nine hundred sixty-eight and 39/100 (1,968.39) feet; |
| Easterly: | by said Manomet Road, five hundred ninety-two and 71/100 (592.71) feet; |

| | |
|---|---|
| Easterly: | by land of Boston Edison Company, one hundred one and 16/100 (101.16) feet; |
| Northerly: | by said land of Boston Edison Company and said Road, one hundred fifty and 10/100 (150.10) feet; |
| Easterly: | by land of Boston Edison Company, two thousand seven hundred fifty-nine and 40/100 (2,759.40) feet; |
| Northerly: | by said land of Boston Edison Company, four hundred thirty and 01/100 (430.01); |
| Easterly: | by land of Walter J. and Eleanor F. Burt and of Boston Edison Company five hundred and 44/100 (500.44) feet; |
| Southerly: | by land of John G. Talcott, Jr., one thousand nine hundred eighty-two and 21/100 (1,982.21) feet; |
| Westerly: | by lands of said John G. Talcott, Jr. and of the Town of Plymouth, one thousand four hundred twenty-one and 29/100 (1,421.29) feet; |
| Southerly: | two hundred (200) feet and easterly four hundred (400) feet by said land of the Town of Plymouth; |
| Southerly: | by land of said John G. Talcott, Jr., two thousand eight hundred sixty-nine and 22/100 (2,869.22) feet; |
| Westerly: | by Back Road and Doten Road, four thousand five hundred eighty-two and 13/100 (4,582.13); |
| Northerly: | by lands of Mary R.J. Goodwin and the parcel immediately above described, two thousand three hundred fifty-seven and 55/100 (2,357.55) feet; |
| Westerly: | by said parcel two thousand four hundred fifty-two and 55/100 (2,452.55) feet; and |
| Southerly: | by said parcel, seven hundred four and 40/100 (704.40) feet. |

There is excepted from this parcel the land conveyed to the Town of Plymouth by deed from Gordon L. Howland et ux. dated July 30, 1969, recorded with said Deeds, Book 3540, Page 424.

For further description of this unregistered parcel 3, see Confirmation Decrees recorded in Book 4228, Page 441, Confirmation Case No. 39331, and Book 4359, Page 329, Confirmation Case No. 38016.

4. A parcel of land lying on the southerly side of said Manomet Road shown as Parcel 1 containing 4.24 acres, more or less, on the plan next hereinafter mentioned and bounded and described according to said plan as follows:

| | |
|---|---|
| Northeasterly: | by said Manomet Road two hundred ninety-four and 74/100 (294.74) feet; |
| Southeasterly: | by land of Arthur W. Elliot and Margaret C. Elliot six hundred twelve and 03/100 (612.03) feet; |
| Southwesterly: | by Parcel 2 as shown on said plan next hereinafter mentioned three hundred twenty and 21/100 (320.21) feet; and |

Northwesterly: by land of Gordon L. Howland and Madeline P. Howland five hundred eighty-three and 56/100 (583.56) feet.

Said parcel of land is shown as Parcel 1 on a plan entitled "Boston Edison Company Property Plat Showing Land of HARRY G. CHURCHILL (Pcl. 2) GEORGE SKULSKY & HARRY L. SKULSKY (Pcls. 1 & 3) Plymouth, Plymouth County, Mass.", by Walter E. Rowley & Assoc. West Wareham, Mass., dated September 14, 1967, recorded in Plan Book 14, Page 663.

5. That certain parcel of land lying southwesterly of, but not abutting, said Manomet Road, shown as Parcel 3 containing 15.01 acres, more or less, on said last mentioned plan and bounded and described in accordance with said plan as follows:

Northeasterly: by Parcel 2 on said plan three hundred forty-four and 68/100 (344.68) feet;
Southeasterly: by said land of Arthur W. Elliot and Margaret C. Elliot and by land of Walter J. Burt and Eleanor Burt one thousand seven hundred fifty-four and 11/100 (1,754.11) feet;
Southwesterly: by other land of Gordon L. Howland and Madeline P. Howland four hundred thirty and 01/100 (430.01) feet; and
Northwesterly: by said Howland land last specified, by land of Henry W. Taylor, and by said land of Gordon L. Howland and Madeline P. Howland first herein specified one thousand six hundred sixty-seven and 20/100 (1,667.20) feet.

6. That certain parcel of land lying southwesterly of, but not abutting, Manomet Road, in said Plymouth shown as Parcel 2 containing 3.63 acres, more or less, on said last mentioned plan, bounded and described according to said plan as follows:

Northeasterly: by Parcel 1 on said plan three hundred twenty and 21/100 (320.21);
Southeasterly: by land of Arthur W. Elliot and Margaret C. Elliot four hundred forty-eight and 50/100 (448.50) feet;
Southwesterly: by Parcel 3 on said plan three hundred forty-four and 68/100 (344.68) feet; and
Northwesterly: by land of Gordon L. Howland and Madeline P. Howland five hundred eight and 79/100 (508.79) feet.

For title of Boston Edison Company to the Third Tract, see Certificate of Title No. 59249, deed dated December 21, 1967 recorded in Book 3416, Page 84 from George Skulsky and Harry L. Skulsky, deed dated November 29, 1976 recorded in Book 4369, Page 227 from John F. Murphy, deed in confirmation thereof dated December 9, 1976 recorded in Book 4369, Page 331, and deed dated October 24, 1967 recorded in Book 3405, Page 233 from Harry G. Churchill.

The street addresses, and in the event no street addresses are assigned, the locations of the parcels constituting the first three tracts are as follows:

490 Rocky Hill Road, Plymouth, Mass. 02360
680 Rocky Hill Road, Plymouth, Mass. 02360
0 Rocky Hill Road, Plymouth, Mass 02360
769 Rocky Hill Road, Plymouth, Mass. 02360
0 State Road, Plymouth, Mass. 02360
0 State Road Pine Hills, Plymouth, Mass. 02360
423 State Road, Plymouth, Mass. 02360
159 Rocky Hill Road, Plymouth, Mass. 02360
0 State Road Pine Hills, Plymouth, Mass. 02360
0 State Road Pine Hill, Plymouth, Mass. 02360
189 Rocky Hill Road, Plymouth, Mass. 02360
427 State Road, Plymouth, Mass. 02360
0 Pine Hills, Plymouth, Mass. 02360
0 Pine Hills, Plymouth, Mass. 02360
0 State Road, Plymouth, Mass. 02360
0 State Road, Plymouth. Mass. 02360
4 State Road, Plymouth, Mass. 02360

Fourth Tract

That certain parcel of land with the building and improvements thereon, situated on the easterly side of Sandwich Road in said Plymouth, containing 24.38 acres, and being the parcel of land shown on a plan entitled "COMPILED PLAN OF LAND IN PLYMOUTH, MASS. BELONGING TO BIBLE BAPTIST CHURCH OF PLYMOUTH", signed by John W. Mich, Registered Land Surveyor, dated May 15, 1982, in Plan Book 23, Page 100.

Said parcel of land is bounded and described according to said plan as follows:

| | |
|---|---|
| Southwesterly: | by said Sandwich Road, three hundred forty-six and 31/100 (346.31) feet; |
| Northwesterly: | by land now or formerly of Mary K. Poncin, two hundred sixty-eight and 72/100 (268.72) feet; |
| Southwesterly: | again by said Poncin land, one hundred sixty-seven and 13/100 (167.13) feet; |
| Northwesterly: | again by land now or formerly of Adelaide S. Blackmer, eleven hundred thirty-eight and 75/100 (1,138.75) feet; |
| Northwesterly: | again, but more northerly, by the Plymouth-Kingston By-Pass, Massachusetts State Highway, Route 3, two hundred twenty-five and 79/100 (225.79) feet; |
| Northeasterly: | by land now or formerly of James W. Clark, three hundred seventy-eight and 36/100 (378.36) feet; |
| Southeasterly: | by land now or formerly of Samuel F. Smith and Ann M. Smith, one hundred twenty and 68/100 (120.68) feet; |

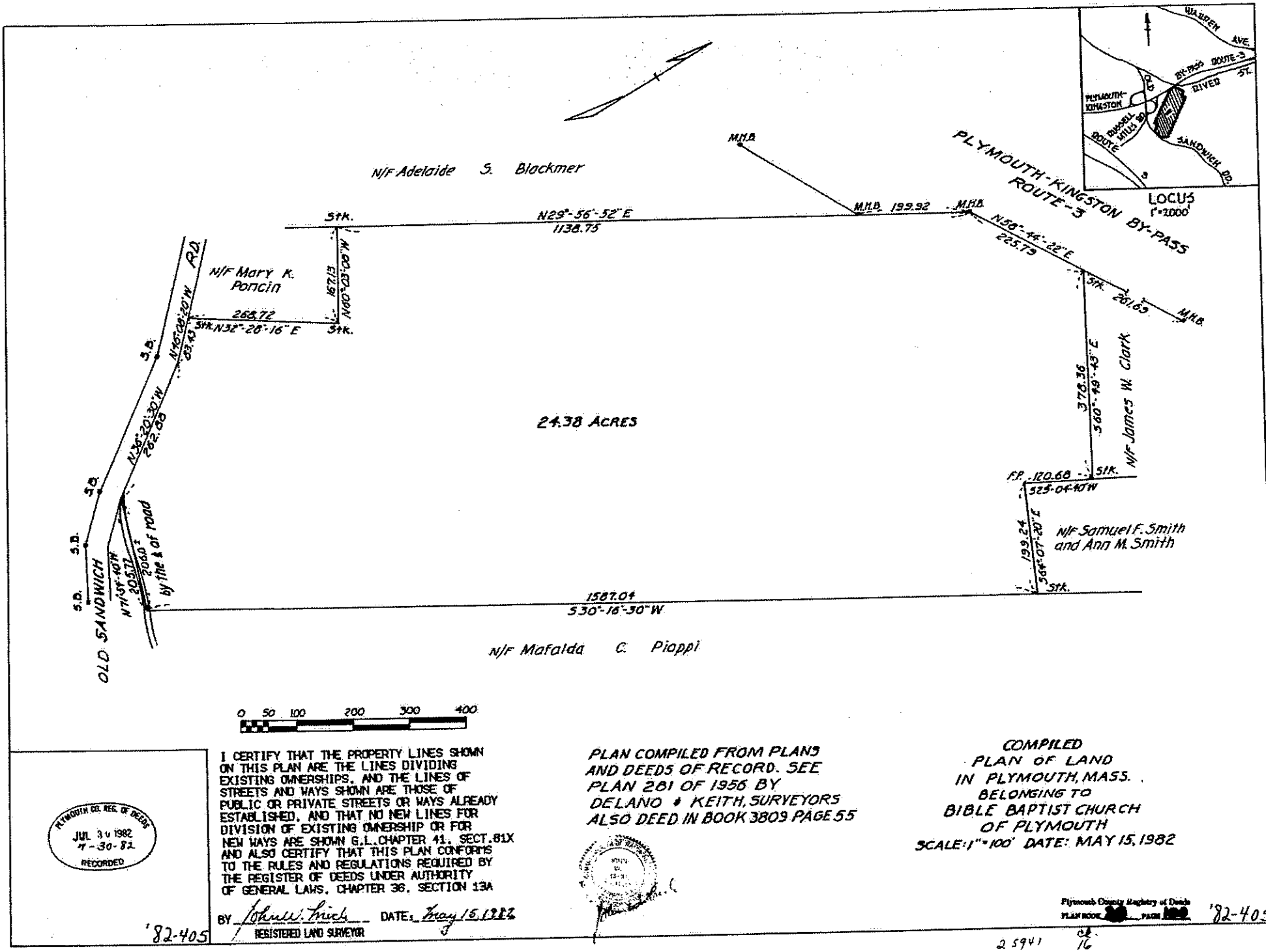
| | |
|---|---|
| Northeasterly: | again by said Smith land, one hundred ninety-nine and 24/100 (199.24) feet; |
| Southeasterly: | again by land now or formerly of Mafalda C. Pioppi, fifteen hundred eighty-seven and 04/100 (1,587.04) feet; and |
| Southerly: | by a road, two hundred five and 77/100 (205.77) feet, more or less. |

For the title of Boston Edison Company to the Fourth Tract, see a deed dated July 30, 1982 recorded in Book 5184, Page 18 from Bible Baptist Church of Plymouth.

The street address for the Fourth Tract is 46 Sandwich Road, Plymouth, MA 02360.



END OF INSTRUMENT




I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN G.L. CHAPTER 41, SECT. 81X AND ALSO CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS REQUIRED BY THE REGISTER OF DEEDS UNDER AUTHORITY OF GENERAL LAWS, CHAPTER 36, SECTION 13A

BY Johnell. Finch DATE: May 15, 1982

REGISTERED LAND SURVEYOR

PLYMOUTH CO. REG. OF DEEDS
JUL 3 v 1982
4-30-82
RECORDED

'82-405

PLAN COMPILED FROM PLANS AND DEEDS OF RECORD. SEE PLAN 281 OF 1956 BY DELANO & KEITH, SURVEYORS ALSO DEED IN BOOK 3809 PAGE 55

COMPILED PLAN OF LAND IN PLYMOUTH, MASS. BELONGING TO BIBLE BAPTIST CHURCH OF PLYMOUTH
SCALE: 1"=100' DATE: MAY 15, 1982

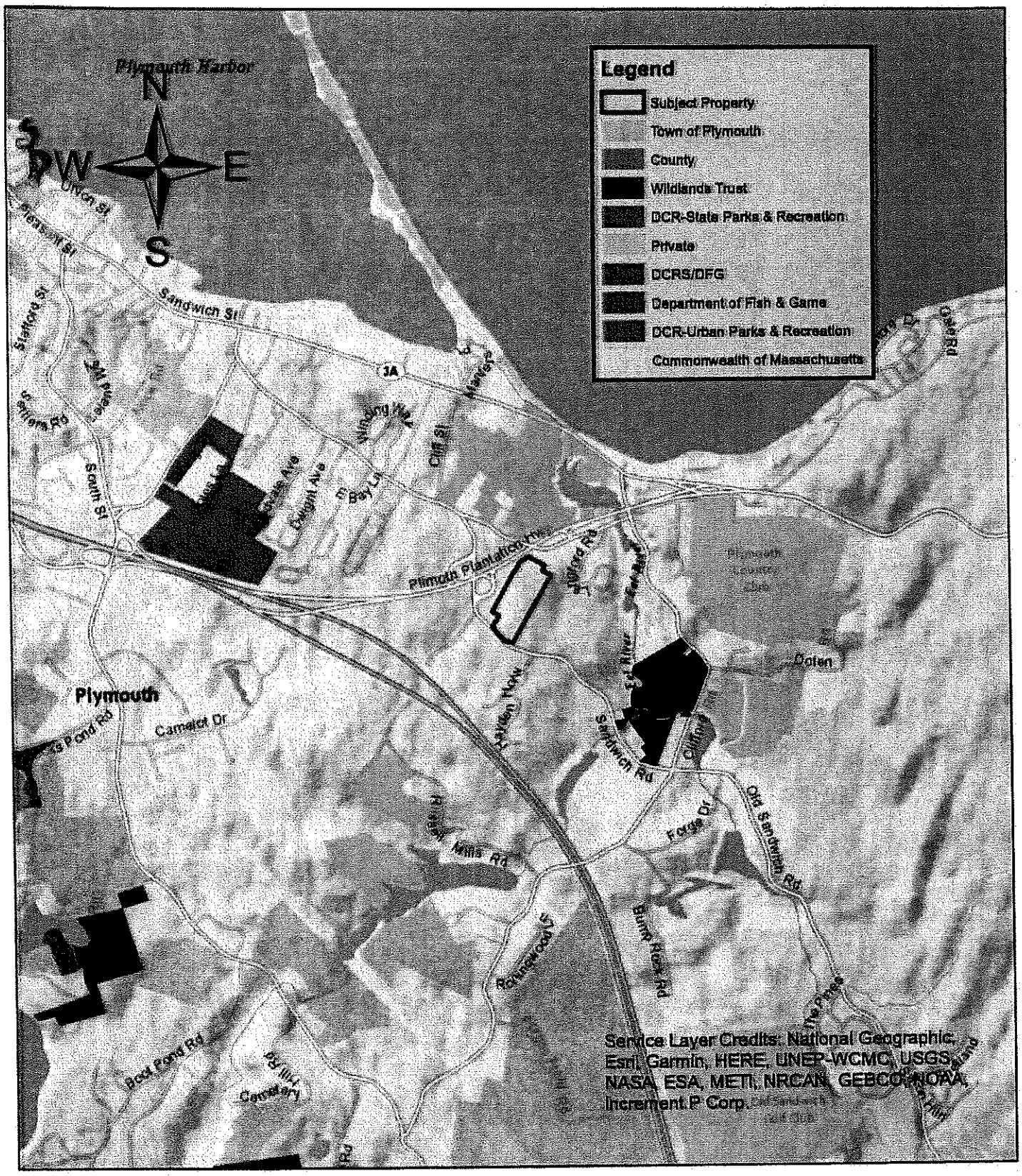
Plymouth County Registry of Deeds
PLAN BOOK [redacted] PAGE [redacted]

'82-405

25941 cl. 16

168

465




Feet
0 1,450 2,900 5,800

# Locus Map
# 46 Sandwich Rd


46 Sandwich Road
Proposed Fire & Police Stations
Existing Conditions & Contours
N
46
Sandwich Road
Police Station Training Center
0 50 100 200 300 400
Feet




PROPOSED PRELIMINARY SITE PLAN
46 SANDWICH ROAD
TOWN OF PLYMOUTH
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
SCALE IN FEET
SHEET 1 OF 1

PLAN
DATE: MAY 19, 2022

Town of Plymouth
**Fire Department**
114 Sandwich Street
Plymouth, Massachusetts 02360
508-830-4213
Fax 508-830-4174

Date: May 13, 2022

To: Derek Brindisi, Town Manager

cc: Lynne Barrett, Finance Director

From: Neil Foley, Chief of Department

**Re: Special Town Meeting, Article 1: 46 Sandwich Road**

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## Cost Estimates

Speaking with our consultants, fire stations that include some administrative offices run in the area of $700 - $800 per sq ft. Based on what we know of our current and some future needs are, we can provide a rough estimate of $700 - $750 per sq ft. A very early building program shows a need for about 35,000 sq ft bringing an estimated project cost to $26.3 million ($750 x 35,000sq ft.).

## History of Current Headquarters

For more than forty years, the Plymouth Fire Department Headquarters has been at its current location at 114 Sandwich Street. The town did not select this location because of an in-depth study of needs or location. Instead, opportunity and convenience drove that location. The Plymouth Fire Department was in desperate need of a new Headquarters as the apparatus bay floors were built from wood that had deteriorated beyond repair and could no longer support the engines and ladders of that time.

In 1977 the town agreed to a deal with the Plymouth-Brockton Street Railway Company (P&B) Bus depot, located at 114 Sandwich Street so that a new Bus Depot could be built in the industrial park. This was a result of the Plymouth Development and Industrial Commission receiving a federal grant to assist in the development of the Industrial Park. In turn, the town received $1,075,856 in grant money to build a new Headquarters Station at the old Bus Station on Sandwich Street.

The Chief in 1977 was Chief Arthur Lamb. Chief Bradley spoke to his son, retired Deputy Chief Lamb, who stated that Chief Lamb was not happy with the site location on

Sandwich Street. He was aware that several underground diesel and oil tanks were buried and probably leaking. He was also concerned about the underground water that flowed through the site and that the building would always have water problems and flooding.

**Building Maintenance Challenges**

While the Fire Department Headquarters has served the community well, there has been a growing list of deficiencies as the building has aged. In addition, the years of deferred maintenance continue to produce severe problems. Within the last several weeks, electricians found extensive corrosion in several electrical panels most likely caused by years of leaks.

An abbreviated list of other concerns are:

- The building requires a complete envelope repair (windows, doors, exterior walls, and front support columns).
- The HVAC, electrical, and plumbing all need an extensive overhaul.
- Ground pollution continues to be monitored at several locations throughout the property.
- Rain water still penetrates into the office and living spaces around windows and through masonry.
- Recent surveys by environmental engineers confirm that several building components contain asbestos, which is very common in a building from this era.
- Groundwater issues will continue to be a challenge while we occupy this location. Several pumps are required to operate 24/365 to keep the basement area from flooding, causing mold and fungus, a known health concern.

**Current and Future Needs**

The size of the current Fire Headquarters is challenging for our staff as demand for services continues to grow and so does the staff hired to meet those demands. Additionally, many of the functional areas are undersized to support daily operations for our growing staff. Three of our front office personnel work in an area under 300 sq. feet. It has three workstations and no designated reception or file area. Well under accepted industry practices of 225 sq ft. per person.

While we plan to move some of the business office functions to Town Hall, we are waiting on recommendations from a comprehensive department study that is currently underway looking at all of our current operations before we consider moving other department functions.

Fire Headquarters does not meet many safety standards recommended by OSHA (Occupational Safety and Health Administration) or the NFPA (National Fire Protection

Agency). These organizations established these standards to protect our firefighters from harmful toxins, bloodborne pathogens, and other job-related hazards that Plymouth Firefighters encounter daily.

The current living quarters do not conform to today's social standards. Its current configuration is an open communal dormitory that does not have separate male/female facilities.

## 46 Sandwich Road

In 2021, a fire station location and response time study looked at five years of actual Fire Department responses to determine if the current seven fire stations were in optimal areas. Two of the stations, Headquarters and Station 4 on Bourne Road, were recommended to move.

The 2021 study indicated the most optimal location for Headquarters was more west and south and specifically showed East Russell Mills Road. Moving Headquarters further west also allows for a more balanced response to the area. The current Stations proximity to Plymouth Bay only allows for 180 degrees of response coverage.

While more investigation will be needed, the availability of 46 Sandwich Road is opportunistic, due to the lack of available parcels of land large enough to accommodate a fire station.

# PLYMOUTH POLICE DEPARTMENT

20 Long Pond Road, Plymouth, MA 02360
Phone (508) 830-4218 - Fax (508) 830-4217
www.plymouthpolice.com

**Dana A. Flynn**
Chief of Police


To: Derek Brindisi, Town Manager
From : Dana Flynn, Chief of Police
Date: May 13, 2022
Re: Plymouth Police Headquarters

Mr. Brindisi,

Please accept this letter regarding the current status of Plymouth Police Headquarters located at 20 Long Pond Road.

Year Built: 1995
Area: Approx. 30,000 sq. ft.
Land: Approx. 5 acres
Assessed Value: $6 million

| | 1995 | 2021 |
|---|---|---|
| Population | 47,915 | Approx. 62,000 |
| Calls for Service | 18,779 | 43,103 |
| Total Employees | 111 | 152 |

The current Plymouth Police Headquarters at 20 Long Pond Road was built in 1995 on the site of the old Town landfill. Over the years there have been concerns about the buildup of methane gas due to the natural decomposition of waste materials. The building is monitored by a gas meter and the surrounding property is tested by an outside environmental contractor. Several years ago, due to a significant erosion problem, the rear parking area was excavated to remove waste and recap the area prior to being repaved.

Though the overall condition of the building is good, the current workspace is not adequate. Since 1995 we have added 41 more employees. We have added Patrol Officers and support staff, expanded the Detective Division, added the Street Crimes Unit, joined in partnership with Plymouth County Outreach, and added a mental health clinician with plans to add another. The locker rooms are nearly at capacity and their bath and shower facilities need renovation. The heating and air conditioning mechanicals are in constant need of maintenance and repair. There have been issues with the emergency generator during load tests that have been rectified but are attributed to age.

At this time each office, or potential space for an office is utilized. Expansion of the administrative staff, the creation of new specialty units, or the expansion of current specialty units such as the Detective Division of Narcotics Division will be hampered by the lack of space.

Our current records storage room is at capacity. Due to requirements dictated by the public records law as well as criminal law many documents must be kept for extended periods of time. Our property and evidence storage areas are governed by many of the same laws which can be problematic. Over time, to address lack of space for storage we have included a small addition to the building, constructed a steel storage garage (complements of All-Town), and most recently built a small garden shed to store training materials and equipment.

The additional personnel have added a strain to our current parking area. We have added additional patrol and auxiliary vehicles to service the community effectively and efficiently. This coupled with the added employee vehicles and required secured space for vehicles being held for evidence or subject to forfeiture, have resulted in the need to store some non-essential equipment outside the security of the of the fenced and gated area.

As part of my submitted 5- and 10-year goals was a proposal for a renovation and expansion of the current facility to meet our space and growth needs. However, a renovation and expansion may not be feasible due to the location of the building on the lot. Immediately to the east of the headquarters building are a cell tower and support building, our 20x30 steel storage building, and another outbuilding that contains pumping equipment for the Town's sewer department. To the west is our current parking lot, to the south the main drive to our visitor parking lot, and to the north is Long Pond Road.

Since 1995 commercial, industrial, and residential growth along the corridor of 20 to 117 Long Pond Road has grown enormously. As a result of this growth the main entrance to headquarters had to be closed and rerouted. The congestion along the roadway not only adversely effects the rapid response of emergency vehicles departing police headquarters but also, in my opinion, deters residents from visiting our facility.

To account for current and future growth of the Town, and to provide the services to meet the needs of the community, I would propose a facility of at least 50,000 sq. ft. with ample land area for the secure parking of departmental vehicles and equipment along with sufficient space for employee and visitor vehicles.

I have reached out through the Massachusetts Chiefs of Police Association to any police department who has just completed or are in the midst of a similar project. I have received responses from over a dozen Police Chiefs who report building costs in the $600-$800 per sq. ft. range. Several Chiefs have indicated problems with supply issues that have adversely effected their initial cost estimations and budgets.

Please feel free to contact contact me for further information.

Respectfully,

Dana Flynn
Chief of Police

# ARTICLE 2:

**ARTICLE 2: Hybrid Town Meetings**.
To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation, substantially as set forth below, in regards to holding hybrid town meetings; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition; or take any other action relative thereto.

SECTION 1. Subsection (a) of section 26 of chapter 22 of the acts of 2022 is hereby amended by inserting, after the first sentence, the following new sentence:- For purposes of this section, the use of the term "remote participation" shall include remote representative town meetings that allow, but do not require, in-person participation, with such remote representative town meetings to be referred to as hybrid remote town meetings; any request submitted by a town moderator for a hybrid town meeting must specifically so state.

SECTION 2. All actions taken during a hybrid remote town meeting held pursuant to section 26 of said chapter 22 and this act, or consistent with said section 26 and this act prior to its passage, are hereby ratified, validated and confirmed to the same extent as if the town meeting had been conducted in person or fully remote and such actions are in accordance with all other applicable general and special laws, charter provisions, and by-laws.

SECTION 3. This act shall take effect upon its passage.

**SELECT BOARD**

**RECOMMENDATION: Approval (9-0-2)**
The Advisory & Finance Committee recommends Town Meeting approve Article 2. Approval of this article will authorize the Select Board to petition the Massachusetts General Court for special legislation, substantially as set forth below this explanation, in regards to holding hybrid town meetings. This home rule petition, once enacted into law, would give Plymouth the option to hold hybrid or entirely virtual Town Meetings, with no sunset clause or expiration date on this ability. The Moderator would have to request which type of Town Meeting to hold, the Select Board would have to approve that format selection, and Town Meeting would have to authorize that business be conducted in the selected format manner before any other business is taken up in that Town Meeting. This maintains the basic structure of the procedure used since the outbreak of the pandemic that Town Meeting is familiar with, but will permit Town Meetings to be conducted in the much-requested hybrid format safe from legal challenge. The specific text of the petitioned special legislation is as follows:

SECTION 1. Notwithstanding the provisions of section 10 of chapter 39 or of any general or special law, charter provision, or by-law to the contrary, the town of Plymouth shall hereby be authorized to hold remote representative town meetings. For purposes of this act, the term "remote" shall include those representative town meetings that allow, but do not require, in–person participation, also referred to as

"hybrid" representative town meetings. A remote meeting may be held in accord with the process set forth in this act.

SECTION 2. The moderator may request, in writing, that the select board hold a remote representative town meeting. The moderator's request to hold a remote representative town meeting shall also include: (i) the video or telephone conferencing platform the moderator or the moderator's designee has determined to use to hold the town meeting; (ii) confirmation that the moderator or the moderator's designee has consulted with the local disability commission or coordinator for federal Americans with Disabilities Act compliance; and (iii) a certification by the moderator or the moderator's designee that: (A) the video or telephone conferencing platform has been tested;and (B) the platform satisfactorily enables the town meeting to be conducted in substantially the same manner as if the meeting occurred entirely in person at a physical location and in accordance with the operational and functional requirements set forth in this section.

SECTION 3. A video or telephone conference platform used by a remote representative town meeting shall, at minimum, provide for: (i) the moderator, town meeting members, town officials and any other interested members of the public to identify and hear the moderator and each town meeting member who attends and participates in the remote representative town meeting, as well as any other individuals who participate in that meeting; (ii) confirmation that a quorum is present; (iii) a town meeting member, town official or other individual to request recognition by the moderator without prior authorization; provided, however, that to the extent technologically feasible, the request is visible or audible to the public in real time and upon review of the recording of the town meeting proceedings, preserved according to section (h); (iv) the moderator to determine when a town meeting member wishes to be recognized to speak, make a motion, raise a point of order or object to a request for unanimous consent; (v) the moderator to recognize a town meeting member, town official or other individual to speak and to enable that person to speak; (vi) the ability to conduct a roll call vote; (vii) any interested members of the public to access the meeting remotely for purposes of witnessing the deliberations and actions taken at the town meeting; and (viii) the town meeting to be recorded. Registered voters residing in the town who are not representative town meeting members shall submit a request to participate to the town clerk not less than 48 hours in advance of the town meeting. Upon receipt of the request and verification of the requester's voter registration status, the clerk shall provide to the requester instructions for participating in the remote town meeting.

SECTION 4. Not later than 20 business days following receipt of a written request by the moderator for remote participation at a town meeting pursuant to subsection (a), the select board shall vote to determine if the town meeting shall be held remotely by means of the video or telephone conferencing platform requested by the moderator.

SECTION 5. (a) If the select board votes to approve the request of the moderator and the select board has already issued a warrant pursuant to section 10 of chapter 39 of the General Laws, the select board shall, at the same meeting of the board, approve and issue, in consultation with the moderator, a notice that expressly states: (i) that the town meeting shall be held remotely by means of the video or telephone conferencing platform requested by the moderator; (ii) the date and time of the meeting; and (iii) reference to the town website and town clerk's office to access any information necessary to witness the

deliberations and actions taken at the town meeting remotely. The notice issued by the select board shall be: (i) accompanied by the written request of the moderator submitted to the select board subsection (a); (ii) filed and posted in accordance with the requirements of subsection (b) of section 10A of chapter 39 of the General Laws; (iii) made available to each town meeting member; and (iv) publicly posted not less than 10 days before the scheduled date of the remote town meeting; provided, however, that the 10-day posting requirement may be waived by the select board if the moderator makes the request for a remote representative town meeting within that period, in which case, notice shall be posted forthwith and as otherwise required by this section. The notice may include a date, time and place for the town meeting to be resumed if the representative town meeting does not vote to hold the meeting remotely pursuant to section 7.

(b) If the select board votes to approve the request of the moderator for remote representative town meeting and has not yet issued a warrant for a town meeting, the select board shall approve and issue a warrant for town meeting pursuant to section 10 of said chapter 39, which warrant shall have attached thereto the moderator's request and declaration, and the notice as required in section 5(a).

SECTION 6. Not later than 5 business days after a vote of the select board to approve the request of the moderator to hold a remote representative town meeting, the town clerk shall submit to the attorney general certified copies of the vote and the written request and declaration of the moderator.

SECTION 7. Following the establishment of a quorum, and prior to taking up any other business at a remote representative town meeting, the representative town meeting members shall vote whether to hold the meeting remotely as requested by the moderator and approved by the select board. If the representative town meeting votes to conduct the town meeting remotely, then the business of the meeting may be acted upon. If the representative town meeting rejects the holding of a remote representative town meeting, then the meeting shall be adjourned by operation of law and without any further action to the date, time and place specified in the notice or warrant issued under section 5, or, if such information does not appear in the notice or warrant issued under section 5, the moderator, following consultation with the select board, shall declare the continuation of the meeting to a specific date, time, and physical location.

SECTION 8. Any roll call vote taken at a remote representative town meeting shall be taken by any means the moderator determines accurately and securely records the votes of those entitled to vote at the meeting, including, but not limited to, roll call vote, electronic voting, voting by ballot, voting by phone or any combination thereof. The vote of each town meeting member on a roll call vote shall be recorded and kept with the minutes of the town meeting.

SECTION 9. A representative town meeting held remotely pursuant to this section shall be recorded and the recording shall be preserved and made publicly available on the town's website for not less than 90 days after the conclusion of the remote town meeting.

SECTION 10. All actions taken during a remote town meeting held consistent with the requirements set forth in this act are hereby ratified, validated and confirmed to the same extent as if this act had been in place prior thereto.

SECTION 11. This act shall take effect upon its passage.

# TOWN OF PLYMOUTH

BOARD OF SELECTMEN / TOWN MANAGER
26 COURT STREET, PLYMOUTH, MA 02360
PHONE (508) 747-1620 EXTENSION 10100


| | |
|---|---|
| To: | Selectboard |
| | Advisory and Finance Committee |
| From: | Derek Brindisi, Town Manager |
| Date: | May 12, 2022 |
| **Subject:** | **Special Town Meeting Article 2- Hybrid Town Meeting Legislation** |

During the height of the pandemic, there was a shift to virtual town meetings throughout the nation, with most individuals connecting from their own devices from home. Now that local government and other organizations are partially or fully returning to the office, town hall and many of its boards and committees have started to operate in a hybrid (in person and virtual) model for many of their day-to-day functions and meetings.

As you know, our State delegation submitted legislation in March 2022 that would allow municipalities to conduct hybrid town meetings. For all intents and purposes, this legislation has an extremely low probability of passing through the Legislature.

Article 2, however, requests Town Meeting to authorize the Selectboard to file Special Legislation that specifically allows the Town of Plymouth to host hybrid Town Meetings. If such Special Legislation were to be approved, it would provide the flexibility for town meeting members to either attend in person or in the comfort of a virtual location. I have communicated with both PACTV and Option One Technologies and both state that they already possess the technology to deliver the required services for this model of Town Meeting.

I ask that you strongly consider supporting Article 2 of the Special Town Meeting.

# ARTICLE 3:

**ARTICLE 3: Lease of Town Property for Telecommunications Purposes.**
To see if the Town will vote to transfer the care, custody, management and control of the property described below from the Select Board for wastewater and any other purposes for which the property is held to the Select Board for such purposes and for the additional purpose of leasing for telecommunications purposes; and to authorize the Select Board to enter into such a lease or leases for telecommunications purposes, for all or a portion of the property located at 131 Camelot Drive, shown as Lot 24-2 on Plymouth Assessors Map 83, further described in an Order of Taking recorded with the Plymouth County Registry of Deeds on Page 215 of Book 16335, upon such terms and conditions as the Select Board determine to be appropriate, such lease or leases to exceed three years; and to authorize the Select Board to grant such non-exclusive access and utility easements as the Select Board deems appropriate in support of such uses; and to further authorize the Select Board to enter into such agreements and execute such instruments as may be necessary to effectuate the purposes of this article; or take any other action relative thereto.
**FIRE DEPARTMENT**

**RECOMMENDATION: Approval (Unanimous 11-0-0)**
The Advisory & Finance Committee recommends Town Meeting approve Article 3. Approval of this article will transfer the care, custody, management and control for all, or a portion of, the property located at 131 Camelot Drive, shown as Lot 24-2 on Plymouth Assessors Map 83 for the purpose of leasing for telecommunications purposes and open up a new potential revenue source for the Town at this location. Similar lease agreements have been entered into with private companies at other locations in Town and those arrangements generate between $35,000 and $64,000 in revenue per location annually. Revenue obtained through these lease agreements goes into the General Fund.

Town of Plymouth
**Fire Department**
114 Sandwich Street
Plymouth, Massachusetts 02360
508-830-4213
Fax 508-830-4174

Date: May 4, 2022

To: Brad Brothers, Assistant Town Manager

cc: Lynne Barrett, Finance Director
Derek Brindisi, Town Manager

From: Neil Foley, Chief of Department

**Re: Special Town Meeting Request to Lease Town Equipment**

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The Fire Department is requesting the approval of Town Meeting to enter into lease agreements for up to two spaces at the new 180-foot communications tower located at 131 Camelot Drive.

Last year, the Fire Department began the construction of a new public safety communications tower to replace the damaged tower that had to be removed from Fire Headquarters. Since the beginning of this project the department has received several inquiries from cell phone carriers and their consultants on the availability of any leasable space on the new communications tower. Our staff reviewed the town's current and projected needs with our communication experts, we have identified two areas of leasable space that we intend to solicit through the RFP process.

Upon reviewing the language for the RFP with Town Council, we were advised that Town Meeting approval would be required before we could proceed with awarding any successful proposals.

Plymouth's eight active cell site locations currently generate revenue ranging from $35,000 to $64,000, annually, per each location, based on the amount at which the original bid pricing was set, and/or the length of time the lease has been in place (e.g. accumulation of annual rent increases, over time). Lease terms are generally set in five year increments, with options to extend up to a total of twenty years (e.g. four five-year terms).

With Town Meeting approval, the funds generated from the lease of these tower spaces will provide annual General Fund revenue for the foreseeable future.

# ARTICLE 4:

**ARTICLE 4: Citizens Petition – Bylaw**
To see if the Town will vote to amend the Town General Bylaw, Wetlands Protection, Chapter 196, § 196-5 A, Adoption of regulations and fee schedule, to add a sentence to the end of the paragraph A that says: ***These rules, regulations, design specifications and policy guidelines or amendments adopted by the Commission must be approved by a vote of Town Meeting, or take any other action relative thereto.***
**By Petition: J. Randolph Parker Jr. et al**

**RECOMMENDATION: Not Recommended (Unanimous 0-10-0)**
The Advisory & Finance Committee recommends that Town Meeting does not approve Article 4. This article seeks to require the rules, regulations, and other regulatory responsibilities of the Conservation Commission to be approved by Town Meeting before they take effect. Town Meeting has previously voted to relieve itself of such responsibility. Concerns were expressed to the Committee that restoring such a process would significantly complicate the regulatory process, prevent the Commission from effectively responding to developments outside of the Town Meeting calendar, and interfere with the ability of trusted Commission members with expertise to do their job of protecting Plymouth's wetlands and water effectively.

# PETITION FOR TOWN MEETING ACTION

PETITION CONTACT INFORMATION

Contact Person 1 RANDOLPH PARKER SR.

Address 81 MANOMET AVE

Phone 774-263-7578

Email landmanagement@comcast.net

N/ART. 4

To the see if the Town will vote to amend the Town General Bylaw, Wetlands Protection, Chapter 196, § 196-5 A, Adoption of regulations and fee schedule, to add a sentence to the end of paragraph A that says: ***These rules, regulations, design specifications and policy guidelines or amendments adopted by the Commission must be approved by a vote of Town Meeting.***

or to take any other action relative thereto.

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♦ THE FIRST SIGNATORY ON THE FIRST PAGE OF THE PETITION IS THE PETITIONER OF THE ARTICLE AND WILL BE LISTED AS SUCH ON THE TOWN MEETING WARRANT.

1 OF 2

## Article 4 NARRATIVE

## STM 06-21-2022

This proposed bylaw amendment, C.196 §.196-5, Wetlands, affects **Adoption of regulations and fee schedule**. We just want to add this sentence to the bylaw: ***These rules, regulations, design specifications and policy guidelines or amendments adopted by the Commission must be approved by town meeting.*** The intent is to provide another set of eyes to wetland regulation promulgation, as regulations made by those entirely possessed by their mutual charge compels bias.

Town meeting has seen this intent before. The undersigned fell over in the middle of the prior process, please pardon. Trying again. When the original regulations were written town meeting approval of their substance was required. After a while we decided town meeting approval of regulations should not be required. We trusted. We tried, but it's been a mistake. Time has demonstrated otherwise.

In all candor, the conservation commission has done everything right, except move ahead on the very premise of regulatory revision. There is none needed. To the best of our knowledge, there have been no substantial changes in state wetland regulations since we adopted ours. Yet in ten years it looks like our wetland permits have grown from eight pages to eighteen. We've paid a K&P attorney to sit with the commission, to instruct and review regulations, and now BSC for how far our ConCom can go with new constraints. Technical and scope issues addressed, outstanding is a community judgement by another body to assure fairness.

I asked if the commission would make some administrative time to talk. No response. I asked for some informal sit down time with staff, never happened. So now we have new regs, again, last we heard effective in June. For example, some cannot abide the proposed 50-100' no build buffer unless no practicable alternative. There are a number of similar complaints. It all gives the Town more control over one's land than the owner has. It boils down to this: We asked for a stake holders' committee, like the DEP does, to help codify proposed balanced regulations, but no response or reaction. This article makes town meeting the stake holders' committee, an opportunity for review and assessment of regulations affecting significant and valuable properties along our coast, ponds and streams; a final look at rules proffered by an entity intent on their singular expansive mission of wetland protection, with little regard for private or individual property rights. Land within 100' of any wetland does not belong to the conservation commission. They should not have the upper discretionary hand. It belongs to a taxpayer. Their local buffers are not justified. Any regulations that devalue land, promulgated by an appointed authority, simply must be subject to the judgement of a higher authority.

05-12-2022

# ARTICLE 5:

**ARTICLE 5: Citizens Petition – Bylaw**
To see if the Town will vote to amend the Town General Bylaws, Wetlands Protection, §196-6, Exceptions, to add §199-6 paragraph D that says: ***A permit and application shall not be required for residential lots or structures existing prior to March 27, 1973 or take any other action relative thereto.***
**By Petition: J. Randolph Parker Jr. et al**

**RECOMMENDATION: Not Recommended (Unanimous 0-10-0)**
The Advisory & Finance Committee recommends that Town Meeting does not approve Article 5. This article would seek to introduce a grandfather clause for all residential lots and structures that existed prior to March 27, 1973. The ramifications of introducing a grandfather clause to parcels that would be transferable from one property owner to the next 49 years after the fact may be incalcuable, given the scope of the proposal, but the signifcant potential for wide-reaching harm by such an act was unpalatable to the Committee.

# PETITION FOR TOWN MEETING ACTION

PETITION CONTACT INFORMATION

Contact Person J. RANDOLPH PARKER JR

Address 81 MANOMET AVE

Phone 774-263-7578

Email landmanagement@comcast.net

N/ART. 5

**WE, THE UNDERSIGNED RESIDENTS AND REGISTERED VOTERS OF THE TOWN OF PLYMOUTH DO HEREBY SUBMIT THE FOLLOWING PETITION FOR TOWN MEETING VOTE:**

To see of the Town will vote to amend the Town General Bylaws, Wetlands Protection, §196-6, Exceptions, to add §196-6 paragraph D that says: **A permit and application shall not be required for residential lots or structures existing prior to March 27, 1973.**
or to take any other action relative thereto.

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♦ THE FIRST SIGNATORY ON THE FIRST PAGE OF THE PETITION IS THE PETITIONER OF THE ARTICLE AND WILL BE LISTED AS SUCH ON THE TOWN MEETING WARRANT.

1 of 2

## Article 5 NARRATIVE

## STM 06-21-2022

This proposed wetlands bylaw amendment, C. 196, §196-6, **Exceptions**, is to add to 196-6 paragraph D a sentence that says: **A permit and application shall not be required for residential lots or structures existing prior to March 27, 1973.** Town meeting voted this type of "grandfathered" protection before. The previous exception or exemption relied upon a date of wetland regulation adoption that was said to be difficult to deal with. The intent of our amendment is to protect small non-conforming lots that are already grandfathered under zoning and within its pipeline, using the same date that zoning does to determine non-conformity for wetland purposes. If a zoning application is returned approved at 20-10-10' setbacks, we will all know that the subject lot is a protected non-conformity under zoning *and* wetlands.

Local wetland regulations keep expanding. These little cottage lots along our 30 miles of coastline, 360 ponds and numerous streams have become overwhelmed by buffers to any wetland, first a 25' no build buffer, then 35' no touch and 50' no build, now 50-100' no build if no practicable alternative. With 96.5 square miles of land surface and 37.5 miles of water, we contain 39% inland waters built upon early on. Many of these lots are smaller than the buffers required, their entirety subject to any and all wetland regulation, to the point that owners of old lots can do very little without conservation approval. There are minor activities, like fencing, but not even a post and rail fence down a lot line between properties can be installed in the present 35' no touch buffer. Issue has been taken by the commission over the locations of flagstones or a stationary grill next to a coastal bank where wetland interests are storm damage prevention and sediment supply. Flagstones and grills, brick patios and the like cannot be subject to such autocratic, de minimus control, as none has any influence over the controlling interest. Simply put, disproportionate control is inequitably exerted over old lots than new.

The cost of regulating de minimus is out of control: The hidden, lost money. The contention and continuations. Higher interest paid unnecessarily. Obstructive litigation costs. Rent and value lost. Inflation. Higher stock costs. Engineering bills that go on and on through revision after revision, negotiations to avoid suing the juris favored town, an avoidance of tens of thousands of dollars and years lost for nothing much. Our conservation commission has us at a distinct disadvantage for no wetland rationale whatsoever.

We should not continue down this road. It is oppressive for no good reason, an excuse to perhaps control all development by controlling all land, even that occupied by those already here. Residents need exception for quality of life. We do not need autocratic, tyrannical control of land we own and expect to enjoy. Leave the regulations to control vacant land and lots full tilt if you must, but please let us already here be.

05-12-2022

TOWN OF PLYMOUTH

# ALL MOTIONS AS VOTED

**Presented at the**

# SUMMER SPECIAL VIRTUAL TOWN MEETING

JUNE 21, 2022

**SPECIAL TOWN MEETING**
**MOTIONS**
**June 21, 2022**

*Waiving of Constable's Return of Service & Waiving of Reading of Warrant if no objections*

Mr. Canty moved that the Moderator cast a single ballot for Laurence Pizer as Temporary Town Clerk.

**Quantum of Vote: Majority / Roll Call**
**Town Meeting Vote: Motion Carried (125-5-0)**

Mr. Canty moved that all business in all sessions of this Special Town Meeting be commenced and conducted remotely by means of the Zoom Webinar and OTI virtual voting platforms.

**Quantum of Vote: Majority / Roll Call**
**Town Meeting Vote: Motion Carried (110-21-5)**

Mr. Canty moved those adjourned sessions of this Special Town Meeting be held remotely on June 22, at 6:00 PM.

**Quantum of Vote: Majority / Roll Call**
**Town Meeting Vote: Motion Carried (118-11-2)**

**Motion to Change the Order of STM Articles:**
George McKay, Precinct 8 TMM, moved that STM Article 1 be taken up last, after STM Article 5.

**Quantum of Vote: 2/3rds / Roll Call**
**Town Meeting Vote: Motion Failed (53-81-6)**

**SPECIAL TOWN MEETING**
**MOTIONS**
**June 21, 2022**

**ARTICLE 1 Motion: Acquisition of Property**.

Ms. Cavacco moved that the Select Board is authorized to acquire by purchase for open space and/or recreational purposes and/or general municipal purposes, and to accept the deed to the Town of Plymouth of a fee simple interest in land located at 46 Sandwich Road in the Town of Plymouth, composed of 24.4 acres more or less, being shown on Assessors Map 47 Lot 8, Parcel ID 047-000-008-000, said land to be held under the care, custody and control of the Select Board; and further to authorize the Select Board to grant a conservation restriction in said property or a portion thereof in accordance with the requirements of G.L. c.184, §31-33; and to authorize the Select Board, on behalf of the Town, to enter into all agreements and execute any and all instruments as may be necessary to effect said acquisition; and further, that Three Million Seven Hundred Fifty Thousand Dollars ($ 3,750,000) is appropriated to undertake such acquisition, including all costs incidental or related thereto; and to meet this appropriation, the Treasurer, with the approval of the Select Board is authorized to borrow $1,400,000 pursuant to G.L. c.44, §7(1) or any other enabling authority, transfer $2,271,409 from Free Cash, transfer $78,591 from Premium on Debt Fund.

**Motion to Amend Article 1:**

David Peck, Precinct 4, moved to delete the following lines from the motion:
"open space and/or recreational purposes and/or" and "and further to authorize the Select Board to grant a conservation restriction in said property or a portion thereof in accordance with the requirements of G.L. c.184, §31-33;"

**Quantum of Vote: Majority / Roll Call**
**Town Meeting Vote: Motion Failed (67-72-2)**

**Article 1 Main Motion:** [X] As Originally Moved [ ] As Amended

**Quantum of Vote: 2/3rds / Roll Call**
**Town Meeting Vote: Motion Failed (59-85-0)**

**Article 2 Motion: Hybrid Town Meetings**.

Mr. Canty moved that the Town vote to authorize the Select Board to petition the Massachusetts General Court for special legislation in regard to holding remote and hybrid Town Meetings in the form as provided on pages 181 - 183 in the June 21, 2022 Special Town Meeting Report and Recommendations of the Advisory & Finance Committee, which substitute special legislation further clarifies the process for such Town Meetings specifically within the Town with no sunset provision and no reliance on future legislative action allowing for such meetings; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court, and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of the petition.

**Quantum of Vote: Majority / Roll Call**
**Town Meeting Vote: Motion Carried (107-31-2)**

**Article 3 Motion: Lease of Town Property for Telecommunications Purposes.**

Mr. Canty moved that the Town vote to transfer the care, custody, management and control of the property described below from the Select Board for wastewater and any other purposes for which the property is held to the Select Board for such purposes and for the additional purpose of leasing for telecommunications purposes; and to authorize the Select Board to enter into such a lease or leases for telecommunications purposes, for all or a portion of the property located at 131 Camelot Drive, shown as Lot 24-2 on Plymouth Assessors Map 83, further described in an Order of Taking recorded with the Plymouth County Registry of Deeds on Page 215 of Book 16335, upon such terms and conditions as the Select Board determine to be appropriate, such lease or leases to exceed three years; and to authorize the Select Board to grant such non-exclusive access and utility easements as the Select Board deems appropriate in support of such uses; and to further authorize the Select Board to enter into such agreements and execute such instruments as may be necessary to effectuate the purposes of this article

**Quantum of Vote: 2/3rds / Roll Call**
**Town Meeting Vote: Motion Carried (135-3-1)**

**Article 4 Motion: Citizens Petition – Bylaw:** Ms. Ida Parker, Precinct 7, moved that the Town vote to amend the Town General Bylaw, Wetlands Protection, Chapter 196, §196-5 A, as written in the warrant.

**Quantum of Vote: Majority / Roll Call**
**Town Meeting Vote: Motion Failed (27-101-2)**

**Article 5 Motion: Citizens Petition – Bylaw: No Motion. No Action.**

Mr. Canty moved to dissolve the Special Town Meeting.

**Quantum of Vote: Majority / Roll Call**
**Town Meeting Vote: Motion Carried (131-3-0)**

**Meeting adjourned at 9:39 PM**