

AGENDA PACKET

01/02/20 REGULAR MEETING



BARNSTABLE COUNTY

COMMISSIONERS
RONALD R. BEATY, Barnstable
RONALD BERGSTROM, Chatham
MARY PAT FLYNN, Falmouth

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

REGULAR MEETING AGENDA



DATE: January 15, 2020

TIME: 10:00 AM

PLACE: Commissioners' Conference Room
Superior Courthouse
3195 Main Street
Barnstable, MA 02630

1. Call to Order
 2. Pledge of Allegiance
 3. Moment of Silence
 4. Public Comment
 5. Approval of Minutes
 - a. Regular Meeting of January 8, 2020
 6. Fiscal Year 2021 County Budget Presentations
 - a. Health and Environment
 - b. Human Services
 - c. Children's Cove
 - d. Information Technology
 - e. Facilities
 7. General Business
 - a. Acknowledging the service of James Butcher, Chief Probation Officer for the Barnstable District Court, to the Commonwealth of Massachusetts and County of Barnstable
- Note: For all items under General Business, the Board may take official action including votes*
8. New Business – Other business not reasonably anticipated by the Chair

9. Commissioners' Actions

- a. Authorizing the appointment of Elizabeth Wade to the Barnstable County HOME Consortium Advisory Council, as an at-large representative, for a three-year term from February 1, 2020 through January 31, 2023
- b. Authorizing the allocation of funds to the County Administrator for the activities of the Mercy Otis Warren Woman of the Year Award Committee for Fiscal Years 2019 and 2020
- c. Authorizing a grant from the Special License Plate Fund to the Yarmouth Chamber of Commerce, and the transfer of an amount not to exceed \$50,000.00, for the operation of the Route 6 Rest Area for the 2020 and 2021 seasons
- d. Authorizing the execution of an agreement with the Town of Dennis, up to a maximum amount of \$135,00.00, to do and perform all dredge related work at Sesuit Harbor Entrance Channel
- e. Authorizing the execution of an agreement with the Town of Mashpee, up to a maximum amount of \$104,000.00, to do and perform all dredge related work for the Town of Mashpee
- f. Authorizing the execution of an agreement with the Town of Truro, up to a maximum amount of \$90,000.00, to do and perform all dredge related work for the Town of Truro in Pamet Harbor Approach Channel
- g. Authorizing the execution of an amendment to an agreement with the Town of Barnstable, executed July 1, 2017, to provide a license to access the County Farm for the limited purpose of conducting exploratory test drilling, for a period from July 1, 2017 through December 31, 2019, to extend the term of the agreement for one (1) year through December 31, 2020
- h. Authorizing the discharge of a mortgage by Amber E. Lavelle, to Barnstable County, acting by and through the Cape Cod Commission, dated November 4, 2005, and recorded with the Barnstable County Registry of Deeds in Book 20444, Page 72
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

10. Commissioners' Reports

11. County Administrator and Staff Reports

12. Adjournment

Reasonable accommodations for people with disabilities are available upon request. Please contact Justyna Marczak, Barnstable County ADA Coordinator at jmarczak@barnstablecounty.org or call 508-375-6646 at least 24 hours in advance of the meeting. The County Commissioners' meeting may be viewed in real time at <https://www.youtube.com/user/BarnstableCounty>, <https://www.barnstablecounty.org/>



DOCUMENT LIST

Agenda Item 5a:

- Draft Minutes of the Board of Regional Commissioners Regular Meeting of January 8, 2020

Agenda Item 7a:

- Citation acknowledging the service of James Butcher, Chief Probation Officer for the Barnstable District Court, to the Commonwealth of Massachusetts and County of Barnstable

Agenda Item 9a:

- Appointment Memorandum to the Barnstable County Commissioners from Renie Hamman, HOME Program Manager, regarding "Barnstable County HOME Consortium Advisory Council, Re-Appointment of At-Large Member", dated January 10, 2020

Agenda Item 9b:

- Approval of the Barnstable County Board of Regional Commissioners to establish the Mercy Otis Warren Woman of the Year Award, dated March 8, 2017

Agenda Item 9c:

- Letter dated January 9, 2020 to the Barnstable County Commissioners from Mary Vilbon, Executive Director of Yarmouth Chamber of Commerce
- Yarmouth Chamber of Commerce Route 6 Expenses, May through December 2020, dated January 9, 2020
- 2019 Route 6 Rest Area Summary, Data, and 2020, prepared by the Yarmouth Chamber of Commerce
- Barnstable Economic Development County License Plate Major Grants Pre-proposal Application by Yarmouth Chamber of Commerce
- Email from Siobhan Hickey Cavacco, sent Tuesday, November 19, 2019 10:29 AM to Mary Vilbon, Executive Director of Yarmouth Chamber of Commerce, with the subject "License Plate Major Grant Proposal"

Agenda Item 9d:

- Agreement with the Town of Dennis, to do and perform all dredge related work at Sesuit Harbor Entrance Channel, up to a maximum amount of \$135,00.00

Agenda Item 9e:

- Agreement with the Town of Mashpee, to do and perform all dredge related work, up to a maximum amount of \$104,000.00

Agenda Item 9f:

- Agreement with the Town of Truro, to do and perform all dredge related work in Pamet Harbor Approach Channel, up to a maximum amount of \$90,000.00

Agenda Item 9g:

- Amendment to an agreement with the Town of Barnstable, executed July 1, 2017, to provide a license to access the County Farm for the limited purpose of conducting exploratory test drilling, for a period from July 1, 2017 through December 31, 2019, to extend the term of the agreement for one (1) year through December 31, 2020
- Agreement with the Town of Barnstable, executed July 1, 2017, to provide a license to access the County Farm for the limited purpose of conducting exploratory test drilling, for a period from July 1, 2017 through December 31, 2019

Agenda Item 9h:

- Discharge of a mortgage by Amber E. Lavelle, to Barnstable County, acting by and through the Cape Cod Commission, dated November 4, 2005, and recorded with the Barnstable County Registry of Deeds in Book 20444, Page 72

Agenda Item 9i:

- Memorandum dated January 6, 2020 to the Board of Regional Commissioners from Community Septic Loan Program regarding Certificates for Dissolving Betterments

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of January 8, 2020

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in the Commissioners' Conference Room, in the Superior Courthouse, on the eighth day of January, A.D. 2020

Barnstable County Commissioners:

Ronald R. Beaty	Present
Ronald Bergstrom	Present
Mary Pat Flynn	Present

Barnstable County Assembly of Delegates

John Ohman	Delegate, Town of Dennis
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Staff Present:

Jack Yunits	County Administrator
Steve Tebo	Assistant County Administrator
Justyna Marczak	Human Resources Director, Administration
Owen Fletcher	Executive Assistant, Administration
Elizabeth Braccia	Director of Finance/Treasurer
Donald Reynolds	Director, Facilities
Phil Burt	Director, Cape Cod Center for Public Safety Training
Mike Maguire	Director, Cape Cod Cooperative Extension
Sean O'Brien	Director, Health and Environment
Julie Ferguson	Director, Resource Development Office
Ian Roberts	Technical Support Specialist, Information Technology

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M.

2. Pledge of Allegiance

3. Moment of Silence

Chairman Bergstrom asked for a moment of silence to support all members of the armed forces serving both at home and abroad.

4. Public Comment

No members of the public offered comment.

5. Approval of Minutes**a. Regular Meeting of January 2, 2020**

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of January 2, 2020 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. Fiscal Year 2021 County Budget Presentations**a. Fiscal Year 2021 Budget Overview**

Mr. Yunits and Ms. Braccia presented to the Board. They highlighted increases in the general budget. Ms. Braccia noted that those increases are largely due to mandatory costs such as the County Sheriff's Pension Contribution, and the Early Retirement Incentive Program (ERIP). Ms. Braccia and Mr. Yunits explained increases in the Commissioners' Office's Budget due to re-organization accounting for an expansion of communication services and new accounting for the Assistant County Administrator's salary.

The Board engaged in a lengthy discussion on the effect of savings due to the ERIP. The Commissioners questioned why the budget increase was more than last year's. Mr. Yunits noted the County largely used savings from the ERIP to restructure County staff and invest in new County Services. The Board discussed the effect of health insurance costs on the budget, and expressed its support for the expansion of communications services.

b. Fiscal Year 2021 Five-Year Capital Plan

Motion by Commissioner Beaty to approve the Board of Regional Commissioners' Fiscal Year 2021 Five-Year Capital Plan, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ms. Braccia and Mr. Yunits presented to the Board. Ms. Braccia discussed the County's Real Estate Committees' recommendation for a study on constructing a new County office complex on existing County property. Mr. Maguire answered questions from the Board regarding building a structure to provide space for Cape Cod Cooperative Extension on the County Farm. The Board had a lengthy discussion regarding capital costs for any changes to the farm and alternatives to house the Extension.

c. Board of Regional Commissioners' Office

Mr. Yunits generally discussed the Commissioners' Office budget during the presentation for Item 6a.

d. Assembly of Delegates

Delegate Ohman and Ms. O'Connell presented to the Board. They highlighted decreases in the Assembly's budget year over year. The Board engaged in a lengthy discussion regarding the process for the County funding Assembly legal costs.

e. Finance Department

Ms. Braccia presented to the Board. She noted increases in the budget due to the transfer of an assistant from the Resource Development Office to Finance. She also noted the transfer would create a corresponding decrease in the budget for the Resource Development Office. Ms. Braccia highlighted many opportunities for savings the Finance Department is taking advantage of. She also discussed changes to the County's handling of debt service to comply with best practices.

f. Resource Development Office and AmeriCorps Cape Cod

Ms. Ferguson presented to the Board on the Resource Development Office and AmeriCorps proposed budgets. The Board discussed costs for housing AmeriCorps Members.

g. Cape Cod Center for Public Safety Training

Mr. Burt presented on the budget to the Board. The Commissioners engaged in a lengthy discussion on the Commonwealth's possibly future involvement in the Center's operations. Mr. Burt noted this could lead to a possible decrease in both expenses and revenues. The Board also engaged in discussions regarding the benefits of using independent contractors versus employees at the Center, and the timeframe for the Center's self sufficiency.

7. General Business**a. Proposed Ordinance 20-__ , To authorize the County to purchase capital equipment, and**

Motion by Commissioner Beaty to introduce a proposed ordinance, to authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay, pursuant to Sections 2 - 8(e) and 5 - 4(b) of the Barnstable County Home Rule Charter, at the next regular or special meeting of the Assembly of Delegates, as presented as presented , 2nd by Commissioner Flynn, approved 3-0-0

8. New Business – Other business not reasonably anticipated by the Chair

There was no other business not reasonably anticipated by the Chair.

9. Commissioners' Actions**a. Authorizing filling of a vacancy for a full-time Extension Educator/Youth Coordinator Position in the Cape Cod Cooperative Extension as recommended by the County Review Committee**

Motion by Commissioner Beaty to authorize filling of a vacancy for a full-time Extension Educator/Youth Coordinator Position in the Cape Cod Cooperative Extension as recommended by the County Review Committee, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Maguire explained the need to fill the position. He noted it was vacated due to the County's ERIP and the department had changed the position's responsibilities before requesting to fill it.

b. Authorizing the approval of a reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, in the amount of \$756.02, for a period from October 1, 2019 through December 31, 2019

Motion by Commissioner Beaty to authorize the approval of a reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, in the amount of \$756.02, for a period from October 1, 2019 through December 31, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

c. Authorizing fee increases for County Water Quality Laboratory analysis

Motion by Commissioner Beaty to authorize fee increases for County Water Quality Laboratory analysis, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. O'Brien explained the need to increase fees to ensure the laboratory would not generate losses due to changes and advances in testing.

- d. Authorizing the execution of an amendment to an agreement, for a grant from the United States National Oceanic and Atmospheric Administration, through Woods Hole Oceanographic Institute to the Cape Cod Cooperative Extension, executed May 2, 2018, in the amount of \$985,500.00, to support the Woods Hole Sea Grant Marine Extension Program, for a period from February 1, 2018 through January 31, 2021, to extend the performance period for an "Evaluation of River Herring Passage" Project for an additional year, through January 31,**

Motion by Commissioner Beaty to authorize the execution of an amendment to an agreement, for a grant from the United States National Oceanic and Atmospheric Administration, through Woods Hole Oceanographic Institute to the Cape Cod Cooperative Extension, executed May 2, 2018, in the amount of \$985,500.00, to support the Woods Hole Sea Grant Marine Extension Program, for a period from February 1, 2018 through January 31, 2021, to extend the performance period for an "Evaluation of River Herring Passage" Project for an additional year, through January 31, 2021, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Maguire explained that this amendment would not change the amount of the agreement, but would permit Cape Cod Cooperative Extension Staff to complete its work on this project.

- e. Authorizing a request to the Nantucket County Commissioners to authorize Barnstable County to include Nantucket County in the Invitation for Bids for Trade Contractors on an annual basis pursuant to Section 1-5 of the Barnstable County Home Rule Charter**

Motion by Commissioner Beaty to authorize a request to the Nantucket County Commissioners to authorize Barnstable County to include Nantucket County in the Invitation for Bids for Trade Contractors on an annual basis pursuant to Section 1-5 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- f. Authorizing the approval of Brown, Lindquist, Fenuccio & Raber Architects, Inc. as the finalist recommendation of the Proposal Evaluation Committee, for the County issued Request for Qualifications for the Barnstable County Farmhouse Expansion (#7893), and delegation of authority to the Committee to negotiate and recommend a contract with the successful bidder, pursuant to the County Designer Selection Procedures**

Motion by Commissioner Beaty to authorize the approval of Brown, Lindquist, Fenuccio & Raber Architects, Inc. as the finalist recommendation of the Proposal Evaluation Committee, for the County issued Request for Qualifications for the Barnstable County Farmhouse Expansion (#7893), and delegation of authority to the Committee to negotiate and recommend a contract with the successful bidder, pursuant to the County Designer Selection Procedures, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits explained the process for this award and noted the firm submitted the only response to the request.

- g. Authorizing the discharge of a mortgage by Rajwadi Shashikant, acting by and through the Cape Cod Commission, to Barnstable County, dated June 18, 2013, and recorded with the Barnstable County Land Court Registry as Document No. 1224064**

Motion by Commissioner Beaty to authorize the discharge of a mortgage by Rajwadi Shashikant, acting by and through the Cape Cod Commission, to Barnstable County, dated June 18, 2013, and recorded with the Barnstable County Land Court Registry as Document No. 1224064, as presented, 2nd by Commissioner Flynn, approved 3-0-0

h. Authorizing the execution of an Eligible Purchaser Certificate for a HOME Program deed restricted property located at 22 Greenville Drive, in the Town of Sandwich (Forestdale)

Motion by Commissioner Beaty to authorize the execution of an Eligible Purchaser Certificate for a HOME Program deed restricted property located at 22 Greenville Drive, in the Town of Sandwich (Forestdale), as presented, 2nd by Commissioner Flynn, approved 3-0-0

i. Authorizing the execution of Certificates for Dissolving Septic Betterments

Motion by Commissioner Beaty to authorize the Chair to execute Certificates for Dissolving Septic Betterments, as presented, 2nd by Commissioner Flynn, approved 3-0-0

10. Commissioners' Reports

The Board offered no reports at this meeting.

11. County Administrator and Staff Reports

Mr. Yunits spoke regarding the process for retaining an attorney to advise the Board on County owned properties in the Town of Bourne. He also spoke regarding the Board directly allocating funds to cover the operations of the Route 6 Rest Area for the upcoming season. Mr. Yunits noted the Board could directly allocate those funds without going through the County's Economic Development Committee for a recommendation.

12. Adjournment

Barnstable, ss. at 12:09 P.M. on this eighth day of January A.D. 2020, motion by Commissioner Beaty to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents

- Proposed Ordinance 20-___, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay
- Barnstable County Job Description for a Youth Extension Educator in the Cape Cod Cooperative Extension
- Reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, in the amount of \$756.02, for a period from October 1, 2019 through December 31, 2019
- Memorandum to Jack Yunits, Administrator, County of Barnstable, from Sean M. O'Brien, Director, Barnstable County Department of Health and Environment, regarding "Request for reevaluation of Barnstable County Laboratory Fees", dated December 23, 2019
- Amendment to an agreement, for a grant from the United States National Oceanic and Atmospheric Administration, through Woods Hole Oceanographic Institute to the Cape Cod Cooperative Extension, executed May 2, 2018, in the amount of \$985,500.00, to support the Woods Hole Sea Grant Marine Extension Program, for a period from February 1, 2018 through January 31, 2021, to extend the performance period for an "Evaluation of River Herring Passage" Project for an additional
- Draft Correspondence dated January 8, 2020 to Jason Bridges, Chair, Nantucket County Commissioners, regarding "Participation in Barnstable County Bids" from Ronald Bergstrom, Chairman of the Barnstable County Board of Regional Commissioners
- Memorandum dated January 3, 2020 to the County Commissioners from Jennifer Frates, Chief Procurement Officer, regarding "General Approval - #7893 RFQ: Designer Services for the Barnstable County Farmhouse Expansion"
- Discharge of a mortgage by Rajwadi Shashikant, acting by and through the Cape Cod Commission, to Barnstable County, dated June 18, 2013, and recorded with the Barnstable County Land Court Registry as Document No. 122
- Eligible Purchaser Certificate for a HOME Program deed restricted property located at 22 Greenville Drive, in the Town of Sandwich (Forestdale)

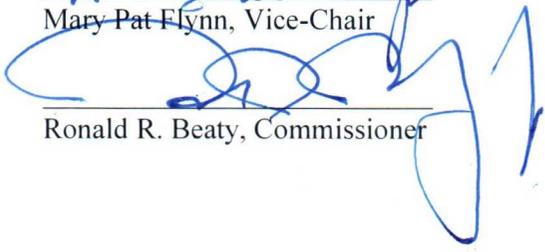
Approved, Board of Regional Commissioners



Ronald Bergstrom, Chair



Mary Pat Flynn, Vice-Chair



Ronald R. Beaty, Commissioner

A true copy, attest:

The foregoing records have been read and approved, January ^{15th}, 2020.

A true copy, attest:



Janice O'Connell, Regional Clerk



AGENDA ITEM 7a

Acknowledging the service of James Butcher, Chief Probation Officer for the Barnstable District Court, to the Commonwealth of Massachusetts and County of Barnstable

The County of Barnstable



In Recognition of James Butcher

Whereas, James Butcher has served public safety in the Commonwealth of Massachusetts for thirty-seven years, and in this County for these last seven years as Chief Probation Officer for the Barnstable District Court; and

Whereas, Mr. Butcher hails from the City of Worcester and began his long career serving the public as a victim witness advocate through the Worcester County District Attorney's Office in the initial years of the program, and served as a probation officer for the Westborough District Court for the next decade before transferring to Barnstable County District Court as its Chief Probation Officer; and

Whereas, Mr. Butcher's tolerance was no doubt tempered by his hockey and football experiences in both high school and college, as well as his experiences as a referee on the high school and college gridirons for the better part of two decades; and

Whereas, Mr. Butcher has demonstrated an unbelievable commitment to education by speaking to over thirty thousand students and adults at high schools all over the Commonwealth about Dangerous Driving, as well as the Brains at Risk and State Courts Against Road Rage (SCARR) Programs, and helped to award nearly one thousand scholarships and sponsor high school sports as President of the Butcher Family Foundation;

Now therefore, on this fifteenth day of January, A.D. 2020 we, Ronald R. Beaty, Ronald Bergstrom, and Mary Pat Flynn, Regional Commissioners, on behalf of Barnstable County, the Regional Government of Cape Cod, and in recognition of the many contributions to our Commonwealth, County, and its residents by James Butcher, do hereby express our deep appreciation for his dedication and service.

In witness whereof, we set our hands and cause the seal of this County to be affixed.


Ronald Bergstrom, Chair


Mary Pat Flynn, Vice-Chair


Ronald R. Beaty, Commissioner



Bio on Jim Butcher

South High School in Worcester, played Hockey and Football (Co Capt)

Worcester State University, BS in Sociology, Member of Football and Hockey teams.

Westfield State University, MS in Criminal Justice

**Worcester District Attorney's office-Administrator and Victim Witness 1982-1988,
Dept of Social Services, Social Worker to 1993.**

Probation Officer-Westborough District Court from 1993-2004

Asst. Chief Probation Officer Westborough District Court 2004-2013

Chief Probation Officer Barnstable District Court 2013 to January 31, 2020.

High School Football Official since 1982, 10 Super Bowls and 2 State Championships as well as over 20 playoff games.

College Football Official, 20 years, including 8 in Division 1, Atlantic 10 and the Ivy-Patriot League, did playoff games at each level.

President, Butcher Family Foundation, which gave out over 900 scholarships and sponsored teams for High School Student Athletes, with money raised by 7 golf tournaments, in Memory of James T. and Courtney Butcher.

Have spoken to over 30,000 students and adults about Dangerous Driving at High Schools all over the State, The Brains at Risk Program and the SCARR Program, formerly run by the State Police.

Married to Carrie, since 1994, living in Dennis and Father of 4, Courtney, Colin, Mary Kate and Patricia.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fifteenth of January, A.D. 2020, motion by Commissioner Beaty to issue a citation recognizing the service of James Butcher, Chief Probation Officer for the Barnstable District Court, to the Commonwealth of Massachusetts and County of Barnstable, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 15, 2020


Janice O'Connell, Regional Clerk

AGENDA ITEM 8a

Authorizing a certification that a copy of Layout 8613 (Alteration), dated December 31, 2019, attesting that the Massachusetts Department of Transportation, Highway Division, acting under the provisions of Chapter 6C and Chapter 81 of the General Laws, has altered the location of sections of Iyannough Road (Route 28) in the Town of Barnstable, has been filed in the Office of the County Commissioners

The Commonwealth of Massachusetts
Massachusetts Department of Transportation
Highway Division

County of Barnstable
Town of Barnstable

Layout No. 8613
Alteration

I HEREBY CERTIFY that the following plan (and a written instrument) has been this day filed in the office of the County Commissioners:

A copy of a plan bearing thereon a certificate dated December 31, 2019 attesting that the Massachusetts Department of transportation, Highway-Division has altered the location of the State highway shown on said plan and has laid out and taken charge of said State highway as altered as shown on said plan.

Attest

By: Ronald Bergstrom
Ronald Bergstrom, Chair

Mary Pat Flynn
Mary Pat Flynn, Vice-Chair

Ronald R. Beaty
Ronald R. Beaty, Commissioner

Date: 01/15/20

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fifteenth of January, A.D. 2020, motion by Commissioner Beaty to authorize a certification that a copy of Layout 8613 (Alteration), dated December 31, 2019, attesting that the Massachusetts Department of Transportation, Highway Division, acting under the provisions of Chapter 6C and Chapter 81 of the General Laws, has altered the location of sections of Iyannough Road (Route 28) in the Town of Barnstable, has been filed in the Office of the County Commissioners, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 15, 2020


Janice O'Connell, Regional Clerk




Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Administrator



January 8, 2020

Massachusetts Department of Transportation
Highway Division
Right of Way Bureau (Rm. 6160)
10 Park Plaza
Boston, MA 02116-3969

Ronald R. Beaty, Commissioner
P.O. Box 427, 3195 Main Street
Barnstable, MA 02630

Re: Barnstable
Layout: 8613 (Alteration)
Dated: December 31, 2019
Prcl(s) 16-E-3, 16-E-5, 16-E-1-T, 16-HL-PUE-23, 16-HS-3-T, 16-PUE-3, 16-PUE-20, ETC.

Dear Mr. Beaty:

Acting under the provisions of Chapter 6C and Chapter 81 of the General Laws, on December 31, 2019 the Massachusetts Department of Transportation-Highway Division altered the location of a section(s) of State highway in Barnstable.

A copy of a plan bearing a certificate that the Highway Division has altered the location laid out of said State highway in accordance with said plan, and a written instrument, is enclosed herewith for filing in your office in accordance with the statute referenced above.

Please sign the enclosed form of receipt and return it to the above address as soon as possible. If you have any questions regarding this matter, please contact the Right of Way Bureau at (857) 368-9218.

Sincerely,

Walter H. Lynch
Deputy Director, Right of Way Bureau

WHL/dd
Enclosures

*The Commonwealth of Massachusetts
Massachusetts Department of Transportation
Highway Division*

County of Barnstable
Town of Barnstable

Layout No. 8613
Alteration

I HEREBY CERTIFY that the following plan (and a written instrument) has been this day filed in the office of the County Commissioners:

A copy of a plan bearing thereon a certificate dated December 31, 2019 attesting that the Massachusetts Department of transportation, Highway-Division has altered the location of the State highway shown on said plan and has laid out and taken charge of said State highway as altered as shown on said plan.

Attest

By: _____
Ronald R. Beaty, Commissioner

Date: _____

Registered Land

Doc:1,387,587 01-03-2020 8:58
BARNSTABLE LAND COURT REGISTRY

Recorded Land

Bk 32596 Pg 33 #204
01-03-2020 @ 09:21a

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

—ooo000ooo—

**BARNSTABLE
Layout No. 8613
and Order of Taking**

Plan Book 684 Pages 13 through 34

WHEREAS, the Department of Public Works, acting on behalf of the Commonwealth of Massachusetts, did, under date of November 9, 1932 (Layout No. 2962), lay out and take charge of, as a State highway in the Town of Barnstable, County of Barnstable, being known as Iyannough Road (Route 28) as shown on the plans of said State highway on file in the office of the Massachusetts Department of Transportation, copies of which plans have been filed in the office of the County Commissioners of said County, or their successors, if any, and in the office of the Town Clerk of said Town; and

WHEREAS, it now appears advisable to make certain changes in the location of said State highway.

NOW, THEREFORE, acting under the provisions of Chapter 6C and Chapter 81 of the General Laws, as appearing in the Official Edition thereof, and acts in amendment thereof and in addition thereto, the Massachusetts Department of Transportation adjudges that public necessity and convenience require that said Department should alter the location of said State highway, and should lay out and take charge of said State highway, as altered, as hereinafter described.

The alteration consists of widening portions of the aforesaid State highway location on the northerly and southerly sides thereof and is made in two sections more fully described as follows:

The baseline used for the alteration is the baseline location of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28).

Yarmouth Road baseline begins at a point within the existing roadway of Yarmouth Road, at N 2702865.2463, E 990256.1252, shown on the plan hereinafter referred to as station 0+00.00, and extends thence N 29°59'56" E 257.78 feet; thence N 27°11'34" E 442.22 feet; thence N 3°33'05" E 76.75 feet; thence N 28°37'10" E 747.56 feet; thence N 28°00'40" E 375.69 feet to the point of ending thereof, at N 2704546.3431, E 991126.3656, shown on the plan hereinafter referred to as station 19+00.00.

Note: Station 7+00.00 of the Yarmouth Road baseline, as hereinbefore described, is identical to station 143+34.19 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28).

Engine House Road baseline begins at point N 2703818.6313, E 990133.7933 on the baseline location of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), shown on the plan hereinafter referred to as station 0+00.00, said station being identical with station 148+99.13 of the baseline location of said 1932 layout and extending thence S 43°04'28" W 97.67 feet; thence westerly by a curve to the right of 67.01 feet radius 94.78 feet; thence N 55°53'10" W 57.55 feet to the point of ending thereof, at N 2703769.8484, E 989932.9117, shown on the plan hereinafter referred to as station 2+50.00.

Camp Street baseline begins at a point at N 2703344.8273, E 990516.7079 shown on the plan hereinafter referred to as station 0+00.00, said station being identical with station 5+45.97 of the Yarmouth Road baseline, as hereinbefore described, and extends thence S 12°41'34" E 400.00 feet to the point of ending thereof, at N 2702954.6024, E 990604.5971, shown on the plan hereinafter referred to as station 4+00.00.

Old Yarmouth Road baseline begins at a point, at N 2704135.9154, E 990906.9567, shown on the plan hereinafter referred to as station 0+00.00, said station being identical to station 14+34.60 of the Yarmouth Road baseline, as hereinbefore described, and extends thence N 50°42'14" E 195.51 feet; thence N 44°49'01" E 254.49 feet to a point at N 2704440.2634, E 991237.6339, shown on the plan hereinafter referred to as station 4+50.00.

The stations hereinafter referred to are points thereon. The Coordinate system used is the Massachusetts Coordinate System North American Datum of 1983 (NAD 83).

SECTION 1

Section 1 of the State highway as hereby altered and laid out, begins at a point on the southerly location line of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), at N 2703833.1627, E 990048.8329, said point bearing S 37°21'30" W and being 40.00 feet distant from station 149+75.48 of the baseline location of said 1932 layout, and extends thence, leaving said location line S 46°56'31" E 137.07 feet to a point at N 2703739.5810, E 990148.9839; thence S 48°20'55" E 150.56 feet to a point at N 2703639.5174, E 990261.4847; thence S 54°18'00" E 92.83 feet to a point at N 2703585.3476, E 990336.8702; thence S 38°11'40" W 6.31 feet to a point at N 2703580.3846, E 990332.9655; thence S 53°28'27" E 12.03 feet to a point at N 2703573.2269, E 990342.6296; thence N

34°39'42" E 6.48 feet to a point at N 2703578.5595, E 990346.3168; thence S 54°18'00" E 81.96 feet to a point at N 2703530.7325, E 990412.8753; thence S 54°49'54" E 42.07 feet to a point at N 2703506.5006, E 990447.2664; thence S 56°41'36" E 45.12 feet to a point at N 2703481.7254, E 990484.9736; thence S 63°31'23" E 134.96 feet to a point at N 2703421.5542, E 990605.7793; thence S 62°40'05" E 42.65 feet to a point at N 2703401.9722, E 990643.6668; thence S 64°24'41" E 50.92 feet to a point at N 2703379.9782, E 990689.5952; thence S 66°15'17" E 36.43 feet to a point at N 2703365.3070, E 990722.9455; thence S 66°48'31" E 14.22 feet to a point at N 2703359.7084, E 990736.0135; thence S 67°21'51" E 14.18 feet to a point at N 2703354.2504, E 990749.1023; thence S 67°47'28" E 10.16 feet to a point at N 2703350.4102, E 990758.5083; thence S 69°03'39" E 84.46 feet to a point at N 2703320.2257, E 990837.3917; thence S 72°34'12" E 71.91 feet to a point at N 2703298.6859 E 990905.9996; thence S 72°59'48" E 29.94 feet to a point at N 2703289.9312, E 990934.6289; thence S 74°01'39" E 61.38 feet to a point at N 2703273.0409, E 990993.6397; thence S 73°13'37" E 46.26 feet to a point at N 2703259.6898, E 991037.9361; thence S 72°39'16" E 58.59 feet to a point at N 2703242.2232, E 991093.8577; thence S 72°04'10" E 51.53 feet to a point at N 2703226.3593, E 991142.8837; thence S 71°14'03" E 76.77 feet to a point at N 2703201.6638, E 991215.5681; thence S 70°03'19" E 31.02 feet to a point at N 2703191.0809, E 991244.7317; thence S 70°17'04" E 30.97 feet to the point of ending thereof, again on the southerly location line of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), at N 2703180.6321, E 991273.8891, said point bearing S 24°31'58" W and being 30.00 feet distant from station 135+81.18 of the baseline location of said 1932 layout.

SECTION 2

Section 2 of the State highway as hereby altered and laid out, begins at a point on the northerly location line of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) at N 2703778.5757, E 990252.1849, said point bearing N 37°21'30" E and being 40.00 feet distant from station 147+80.72 of the baseline location of said 1932 layout, and extends thence, leaving said location line S 54°19'12" E 82.26 feet to a point at N 2703730.5955, E 990319.0059; thence S 54°17'16" E 135.25 feet to a point at N 2703651.6473, E 990428.8246; thence N 36°37'35" E 7.00 feet to a point at N 2703657.2659, E 990433.0013; thence S 54°18'00" E 98.59 feet to a point at N 2703599.7364, E 990513.0621; thence S 28°41'11" W 16.33 feet to a point, again on the northerly location line of said 1932 layout at N 2703585.4065, E 990505.2212; thence, following said location line as hereby re-established S 52°38'30" E 41.35 feet to a point at N 2703560.3165, E 990538.0872; thence, leaving said location line easterly by a curve to the left of 24.40 feet radius 30.30 feet with a chord bearing of S 88°13'27" E and a chord distance of 28.39 feet to a point at N 2703559.4369, E 990566.4603; thence S 50°25'33" E 76.50 feet to a point at N 2703510.7019, E 990625.4251; thence N 44°09'39" E 4.12 feet to a point at N 2703513.6546, E 990628.2926; thence S 48°57'11" E 4.28 feet to a point at N 2703510.8420, E 990631.5227; thence S 38°01'46" W 3.94 feet to a point at N 2703507.7385, E 990629.0954; thence S 54°36'30" E 31.76 feet to a point at N 2703489.3424, E 990654.9894; thence S 58°05'35" E 40.00 feet to a point at N 2703468.2007, E 990688.9457; thence S 60°27'30" E 29.55 feet to a point at N 2703453.6324, E 990714.6516; thence S 62°16'26" E 20.46 feet to a point at N 2703444.1143, E 990732.7608; thence S 63°45'14" E 40.00 feet to a point at N 2703426.4250, E 990768.6372; thence S 65°27'10" E

40.00 feet to a point at N 2703409.8081, E 990805.0201; thence S 67°21'49" E 52.50 feet to the point of ending thereof, again on the northerly location line of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), at N 2703389.6031, E 990853.4729, said point bearing N 19°07'46" E and being 30.29 feet distant from station 140+50.16 of the baseline location of said 1932 layout.

The location lines of the State highway altered and laid out as hereinbefore described are to be further defined by bounds set thereon at angle points, points of curvature, and at the points of beginning and ending thereof, where feasible.

In connection with the alteration of the State highway hereinbefore described, it is necessary to alter and lay out three sections of highway in behalf of the Town of Barnstable and said sections of highway are hereby so laid out in behalf of said Town under the provisions of Chapter 6C and Chapter 81, Section 7A of the General Laws and are more fully described as follows:

SECTION 1

Section 1 of highway hereby altered and laid out in behalf of the Town of Barnstable establishes a location for the widening of a portion of Yarmouth Road on the westerly side thereof and is bounded by the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, the westerly location line of the 1962 Town layout of said Yarmouth Road, and by the line described as follows:

Beginning at a point on the westerly location line of the 1962 Town layout of Yarmouth Road, at N 2703336.2220, E 990489.8016, said point bearing N 62°48'26" W and being 20.00 feet distant from station 5+26.02 of the Yarmouth Road baseline, as hereinbefore described, and

extends thence, leaving said location line northerly by a curve to the right (non-tangent) of 372.00 feet radius 114.30 feet with a chord bearing of N 4°09'06" E and a chord distance of 113.85 feet to a point at N 2703449.7758, E 990498.0443; thence, northerly by a curve to the left of 30.00 feet radius 8.74 feet with a chord bearing of N 4°36'19" E and a chord distance of 8.71 feet to a point at N 2703458.4595 E 990498.7438; thence N 56°03'55" W 9.50 feet to a point at N 2703463.7636, E 990490.8607; thence N 33°11'32" E 3.80 feet to a point at N 2703466.9399, E 990492.9386; thence N 54°56'08" W 14.96 feet to a point at N 2703475.5368, E 990480.6903; thence N 34°41'17" E 7.53 feet to the point of ending thereof, on the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, at N 2703481.7254, E 990484.9736, said point bearing S 34°55'57" W and being 55.94 feet distant from station 144+17.91 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28).

SECTION 2

Section 2 of highway hereby altered and laid out in behalf of the Town of Barnstable establishes a location for the widening of a portion of Camp Street on the easterly side thereof and is bounded by the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, the easterly location line of the existing Town layout of said Camp Street, and by the line described as follows:

Beginning at a point on the easterly location line of the existing Town layout of Camp Street, at N 2703098.5693, E 990592.8018, said point bearing N 77°30'28" E and being 20.13 feet distant from station 2+56.89 of the Camp Street baseline, as hereinbefore described, and extends thence, leaving said location line N 6°54'10" W 37.16 feet to a point at N

2703135.4635, E 990588.3352; thence N 8°36'40" W 29.70 feet to a point at N 2703164.8242, E 990583.8890; thence N 6°45'25" W 9.00 feet to a point at N 2703173.7645, E 990582.8297; thence N 6°15'56" W 31.68 feet to a point at N 2703205.2506, E 990579.3728; thence N 5°07'55" W 40.75 feet to a point at N 2703245.8324, E 990575.7281; thence, northerly by a curve to the right of 366.59 feet radius 138.42 feet with a chord bearing of N 5°24'57" W and a chord distance of 137.60 feet to a point at N 2703382.8146, E 990562.7412; thence, northeasterly by a curve to the right of 60.56 feet radius 60.38 feet with a chord bearing of N 48°00'32" E and a chord distance of 57.91 feet to the point of ending thereof, on the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, at N 2703421.5542, E 990605.7793, said point bearing S 29°21'53" W and being 42.59 feet distant from station 142+88.34 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28).

SECTION 3

Section 3 of highway hereby altered and laid out in behalf of the Town of Barnstable establishes a location for the widening of a portion of Camp Street on the westerly side thereof and the widening of a portion of Yarmouth Road on the easterly side and is bounded by the westerly location line of the existing Town layout of said Camp Street, the easterly location line of the 1962 Town layout of Yarmouth Road, and by the line described as follows:

Beginning at a point on the easterly location line of the 1962 Town layout of Yarmouth Road, at N 2703170.8827, E 990449.8256, said point bearing S 62°48'26" E and being 20.00 feet distant from station 3+60.68 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line N 28°13'25" E 22.37 feet to a point at N

2703190.6047, E 990460.4115; thence, easterly by a curve to the right of 38.00 feet radius 90.94 feet with a chord bearing of S 83°37'48" E and a chord distance of 70.74 feet to a point at N 2703182.7561, E 990530.7163; thence S 15°04'07" E 49.00 feet to the point of ending thereof, on the westerly location line of the existing Town layout of Camp Street, at N 2703135.4398, E 990543.4555, said point bearing S 77°18'26" W and being 19.91 feet distant from station 2+10.15 of the Camp Street baseline, as hereinbefore described.

The location lines of the sections of highway hereby laid out in behalf of the Town of Barnstable are to be further defined by bounds set thereon at angle points, points of curvature, and at the points beginning and ending thereof, if feasible.

In connection with the alteration of the State highway hereinbefore described, it is necessary to alter and lay out four sections of highway in behalf of the County of Barnstable and said sections of highway are hereby so laid out in behalf of said County under the provisions of Chapter 6C and Chapter 81 Section 29A of the General Laws and are more fully described as follows:

SECTION 1

Section 1 of highway hereby altered and laid out in behalf of the County of Barnstable establishes a location for the widening of a portion of Yarmouth Road on the westerly side thereof and is bounded by the westerly location line of the 1949 County layout of said Yarmouth Road, and by the line described as follows:

Beginning at a point on the westerly location line of the 1949 County layout of Yarmouth Road, at N 2704021.0287, E 990821.4842, said point bearing N 61°22'50" W and being 20.00 feet distant from station 12+92.81 of the Yarmouth Road baseline, as hereinbefore described, and

extends thence, leaving said location line N 63°15'24" W 20.46 feet to a point at N 2704030.2334, E 990803.2171; thence, northeasterly by a curve to the left (non-tangent) of 722.44 feet radius 18.84 with a chord bearing of N 33°43'13" E and a chord distance of 18.84 feet to a point at N 2704045.9064, E 990813.6777; thence N 32°54'35" E 50.00 feet to a point at N 2704087.8828, E 990840.8434; thence N 31°17'09" E 35.77 feet to a point at N 2704118.4481, E 990859.4171; thence N 30°25'40" E 47.46 feet to a point at N 2704159.3721, E 990883.4537; thence S 60°10'38" E 11.87 feet to the point of ending thereof, again on the westerly location line of the 1949 County layout of Yarmouth Road, at N 2704153.4692, E 990893.7513, said point bearing N 61°22'50" W and being 20.00 feet distant from station 14+43.69 of said Yarmouth Road baseline, as hereinbefore described.

SECTION 2

Section 2 of highway hereby altered and laid out in behalf of the County of Barnstable establishes a location for the widening of a portion of Yarmouth Road on the easterly side thereof and is bounded by the location line of Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, the easterly location line of the 1949 County layout of Yarmouth Road, and by the line described as follows:

Beginning at a point on the location line of Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, at N 2703510.7019, E 990625.4251, said point bearing N 30°32'49" E and being 44.46 feet distant from station 143+15.85 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, leaving said location line northerly by a curve to the right (non-tangent) of 29.49 feet radius 28.38 feet with a chord bearing of N 18°28'41" W and a chord

distance of 27.30 feet to a point at N 2703536.5901, E 990616.7741; thence S 75°04'36" E 8.74 feet to a point at N 2703534.3398, E 990625.2174; thence N 17°51'21" E 14.03 feet to a point at N 2703547.6932, E 990629.5191; thence N 63°58'26" W 7.48 feet to a point at N 2703550.9748, E 990622.7984; thence N 28°26'59" E 31.76 feet to a point at N 2703578.8951, E 990637.9263; thence N 28°27'03" E 97.73 feet to a point at N 2703664.8189, E 990684.4836; thence N 26°07'33" E 73.03 feet to the point of ending thereof, on the easterly location line of the 1949 County layout of Yarmouth Road, at N 2703730.3916, E 990716.6439, said point bearing S 61°22'50" E and being 27.18 feet distant from station 9+87.47 of the Yarmouth Road baseline, as hereinbefore described.

SECTION 3

Section 3 of highway hereby altered and laid out in behalf of the County of Barnstable establishes a location for the widening of a portion of Yarmouth Road on the easterly side thereof and is bounded by the easterly location line of the 1949 County layout of Yarmouth Road, and by the line described as follows:

Beginning at a point on the easterly location line of the 1949 County layout of Yarmouth Road, at N 2704104.5659, E 990914.3666, said point bearing S 61°22'50" E and being 21.52 feet distant from station 14+10.63 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line S 61°30'53" E 2.77 feet to a point at N 2704103.2463, E 990916.7986; thence N 28°44'36" E 7.58 feet to a point at N 2704109.8953, E 990920.4453; thence N 30°45'54" E 24.70 feet to the point of ending thereof, again on the easterly location line of the 1949 County layout of Yarmouth Road, at N 2704131.1190, E 990933.0796, said

point bearing S 61°22'50" E and being 25.23 feet distant from station 14+42.90 of the Yarmouth Road baseline, as hereinbefore described.

SECTION 4

Section 4 of highway hereby altered and laid out in behalf of the County of Barnstable establishes a location for the widening of a portion of Engine House Road on the southerly side thereof and is bounded by the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, the southerly location line of the 1929 County layout of Engine House Road, and by the line described as follows:

Beginning at a point on the southerly location line of the 1929 County layout of Engine House Road, at N 2703714.4386, E 989989.2923, said point bearing S 20°09'07" W and being 16.73 feet distant from station 1+76.12 of the Engine House Road baseline, as hereinbefore described, and extends thence, leaving said location line S 13°23'37" W 16.10 feet to a point at N 2703698.7767, E 989985.5629; thence S 76°20'06" E 15.03 feet to a point at N 2703695.2260, E 990000.1670; thence, easterly by a curve to the left of 665.96 feet radius about 15 feet with a chord bearing of S 76°58'53" E and a chord distance of about 15 feet; thence, easterly by a curve to the left of 357.87 feet radius about 30 feet with a chord bearing of S 84°40'09" E and a chord distance of about 30 feet; thence, northeasterly by a curve to the left of 31.32 feet radius about 25 feet with a chord bearing of N 69°22'54" E and a chord distance of about 24 feet to a point at N 2703697.5444, E 990067.7089; thence N 35°35'41" E 26.17 feet to a point at N 2703718.8214, E 990082.9388; thence N 36°25'45" E 19.99 feet to a point at N 2703734.9055, E 990094.8096; thence, northeasterly by a curve to the right of 75.00 feet radius 21.44 feet with a chord bearing of N 45°49'10" E and a chord distance of 21.37 feet to a point at

N 2703749.7982, E 990110.1347; thence, easterly by a curve to the right of 20.00 feet radius 21.09 feet with a chord bearing of N 84°13'15" E and a chord distance of 20.13 feet to a point at N 2703751.8250, E 990130.1597; thence, southeasterly by a curve to the right of 75.00 feet radius 22.54 feet with a chord bearing of S 56°57'30" E and a chord distance of 22.46 feet to the point of ending thereof, on the location line of Section 1 of the State highway alteration, as hereinbefore described, at N 2703739.5810, E 990148.9839, said point bearing S 37°21'30" W and being 53.62 feet distant from station 148+39.09 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28).

The location lines of the sections of highway hereby laid out in behalf of the County of Barnstable are to be further defined by bounds set thereon at angle points, points of curvature, and at the points beginning and ending thereof, if feasible.

For the purpose of laying out, constructing and maintaining said State highway, the Massachusetts Department of Transportation, does hereby take, under the provisions of Chapter 79 of the General Laws and of all other general or special laws thereto enabling, all of the land not already owned by said Department, outside the limits of the existing public way or ways, and within the limits of the layout hereinbefore described, including all trees and structures located thereon (not, however, including poles, towers, lines, wires, cables and other appurtenances for the conveyance of electricity and telephone communication, or any other utilities), situated in the Town of Barnstable, County of Barnstable, all of said land being taken in fee simple, the supposed owners of Parcels 16-2 to 16-10, inclusive, 16-19, 16-20, 16-29, 16-32, and 16-A and does hereby take, easements for highway purposes in Parcels 16-E-3, 16-E-5, 16-E-14, and 16-E-15 being shown on the plan hereinafter referred to, and being set forth in the schedule hereinafter

contained, excepting from the rights herein taken, all easements for wires, pipes, conduits, poles, and other appurtenances for the conveyance of water, sewage, gas, oil and electricity and for telephone communication or any other utilities now lawfully in or upon said premises hereby taken, and all lawful rights of the public to use those parts of the public way or ways in the Town of Barnstable which are included in the foregoing description.

For the purpose of laying out, constructing and maintaining the section of Town highway hereinbefore described, the Massachusetts Department of Transportation, on behalf of the Town of Barnstable does hereby take, in fee simple, under the provisions of Chapter 79 of the General Laws, Parcel 16-6-C to 16-12-C, inclusive, 16-1-T, 16-3-T to 16-5-T, inclusive and 16-8-T and does hereby take, in behalf of said Town, and an easement for highway purposes in Parcel 16-E-1-C and 16-E-1-T, shown on the plan hereinafter referred to, including all trees and structures located thereon (not, however, including poles, towers, lines, wires, cables and other appurtenances for the conveyance of electricity and telephone communication, or any other utilities) situated in the Town of Barnstable, County of Barnstable, excepting from the rights herein taken, all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewage, gas, oil and electricity and for telephone communication, or any other utilities now lawfully in or upon said premises hereby taken, and all lawful rights of the public to use those parts of the public way or ways in the Town of Barnstable which are included in the foregoing description.

The Massachusetts Department of Transportation, acting on behalf of the Commonwealth of Massachusetts, under authority of Chapter 6C and Chapter 161A, Section 3(o) of the General Laws and of all other general or special laws thereto enabling, does hereby take, in fee simple, the parcels of land hereinafter described as Parcel 16-1-RC-MDOT and 16-2-RC-MDOT,

including all trees and structures located thereon (not, however, including poles, towers, lines, wires, cables and other appurtenances for the conveyance of electricity and telephone communication, or any other utilities) situated in the Town of Barnstable, County of Barnstable, for the purpose of performing work associated with constructing or reconstructing and maintaining portions of a Massachusetts Department of Transportation Rail Corridor at various locations. Said parcels of land are taken under the provisions of Chapter 79 of the General Laws, excepting and reserving from the rights herein taken, all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewage, gas, oil, electricity and for telephone communication or any other utilities now lawfully in or upon said premises hereby taken.

Parcel 16-1-RC-MDOT: A parcel of land supposed to be owned by Atlantis Iyanough Realty LLC, adjoining the northwesterly railroad sideline of the Massachusetts Department of Transportation.(MassDOT) Rail Corridor, the location line of Section 2 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on the location line of Section 2 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described at N 2703657.2659, E 990433.0013, said point bearing N 36°37'35" E and being 53.30 feet distant from station 145+62.70 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyanough Road (Route 28), and extends thence, leaving said location line N 37°56'49" E 117.25 feet to a point at N 2703749.7275, E 990505.1027; thence N 37°00'47" E 32.60 to a point at N 2703775.7626, E 990524.7307; thence, northeasterly by a curve to the left of 1,000.00 feet radius 128.90 feet with a chord bearing of N 32°23'10" E and a chord distance of 128.81 feet

to a point at N 2703884.5360, E 990593.7236; thence N 28°41'56" E about 126 feet to a point on the property line dividing land of said Atlantis Iyanough Realty LLC and land now or formerly of Town of Barnstable; thence, following said property line easterly about 19 feet to a point on the northwesterly railroad sideline; thence, leaving said property line and following said railroad sideline southwesterly, in three courses, about 364 feet, about 27 feet and about 28 feet, respectively, to a point again on the location line of Section 2 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described; thence, leaving said railroad sideline and following said location line N 54°18'00" W about 36 feet to the point of beginning; containing about 9,405 square feet.

Parcel 16-2-RC-MDOT: A parcel of land supposed to be owned by Gas Incorporated, adjoining the southeasterly railroad sideline of the Massachusetts Department of Transportation (MassDOT) Rail Corridor, the location line of Section 1 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on the location line of Section 1 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described, at N 2703578.5595, E 990346.3168, said point bearing S 34°39'42" W and being 61.93 feet distant from station 145+87.44 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyanough Road (Route 28), and extends thence, following said location line S 54°18'00" E about 27 feet to a point on the southeasterly railroad sideline; thence, leaving said location line and following said railroad sideline southwesterly about 160 feet to a point on the property line dividing land of said Gas Incorporated and land of Massachusetts Department of Transportation; thence, leaving said railroad sideline and following said property line southwesterly about 147 feet; thence, leaving

said property line N 21°25'45" W about 14 feet to a point on the property line dividing land of said Gas Incorporated and other land now or formerly of Gas Incorporated; thence, leaving said property line N 60°40'17" E about 72 feet to a point at N 2703397.4934, E 990221.1033; thence, northeasterly by a curve to the left of 100.00 feet radius 38.59 feet with a chord bearing of N 49°00'13" E and a chord distance of 38.36 feet to a point at N 2703422.6553, E 990250.0525; thence N 37°56'49" E 65.00 feet to a point at N 2703473.9106, E 990290.0213; thence N 37°56'49" E 111.29 feet to a point at N 2703561.6733, E 990358.4584; thence N 53°52'27" W 19.60 feet to a point, again on the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, at N 2703573.2269, E 990342.6296; thence, following said location line N 34°39'42" E 6.48 feet to the point of beginning; containing about 5,523 square feet.

In connection with the construction and/or reconstruction of the State highway herein referred to, it is necessary to acquire a parcel of land for the purpose of draining and maintaining said State highway, on behalf of the Commonwealth of the Massachusetts, and under the provisions of Chapter 79 and Chapter 83 of the General Laws, as appearing in the Official Edition thereof, and acts in amendment thereof and in addition thereto, the Massachusetts Department of Transportation, does hereby take, in fee simple, a parcel of land hereinafter described and shown on the plan referred to as Parcel 16-D-1-F and 16-D-2-F, including all trees and structures located thereon (not, however, including poles, towers, lines, wires, cables and other appurtenances for the conveyance of electricity and telephone communications or any other utilities), situated in the Town of Barnstable, County of Barnstable, excepting from the rights herein taken all easements for wires, pipes,

conduits, poles and other appurtenances for the conveyance of water, sewage, gas, oil and electricity and for telephone communication now lawfully in or upon said premises hereby taken.

PARCEL 16-D-1-F: A parcel of land supposed to be owned by Mary Therese Gallagher, Mary Margaret Ragosa, Mary Julia Powers, a/k/a Mary Julia Powers Skwar and Mary Elizabeth Powers, a/k/a Mary Elizabeth Powers Morrison as to an undivided 1/2 interest, and Henry L. Murphy, Jr. and John Douglas Murphy a/k/a J. Douglas Murphy, Trustees of a Trust dated January 9, 1982 and recorded with Barnstable County Registry of Deeds, Book 4905, Page 93, as to an undivided 1/2 interest, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), as hereinbefore described, and bounded by the line described as follows: Beginning at a point on said location line and on the property line dividing land of said Mary Therese Gallagher, Mary Margaret Ragosa, Mary Julia Powers, a/k/a Mary Julia Powers Skwar and Mary Elizabeth Powers, a/k/a Mary Elizabeth Powers Morrison as to an undivided 1/2 interest, and Henry L. Murphy, Jr. and John Douglas Murphy a/k/a J. Douglas Murphy, Trustees of a Trust dated January 9, 1982 and recorded with Barnstable County Registry of Deeds, Book 4905, Page 93, as to an undivided 1/2 interest and land of Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust, said point bearing N 16°29'10" E and being 30.06 feet distant from station 139+44.85 of the baseline location of said 1932 layout and extends thence, leaving said property line and following said location line westerly, in two courses, about 44 feet and about 43 feet, respectively, to a point on the property line dividing land of said Mary Therese Gallagher, Mary Margaret Ragosa, Mary Julia Powers, a/k/a Mary Julia Powers Skwar and Mary Elizabeth Powers, a/k/a Mary Elizabeth Powers Morrison as to an undivided 1/2 interest, and Henry L.

Murphy, Jr. and John Douglas Murphy a/k/a J. Douglas Murphy, Trustees of a Trust dated January 9, 1982 and recorded with Barnstable County Registry of Deeds, Book 4905, Page 93, as to an undivided 1/2 and land of Hess Retail Stores LLC; thence, leaving said location line and following said property line N 1°18'38" W 9.14 feet to a point, again on the property line dividing land of said Mary Therese Gallagher, Mary Margaret Ragosa, Mary Julia Powers, a/k/a Mary Julia Powers Skwar and Mary Elizabeth Powers, a/k/a Mary Elizabeth Powers Morrison as to an undivided 1/2 interest, and Henry L. Murphy, Jr. and John Douglas Murphy a/k/a J. Douglas Murphy, Trustees of a Trust dated January 9, 1982 and recorded with Barnstable County Registry of Deeds, Book 4905, Page 93, as to an undivided 1/2 interest and land of Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust; thence, leaving said property line and following said property line N 89°05'43" E 82.81 feet; thence S 1°17'49" E 36.04 feet to the point of beginning; containing about 1,894 square feet.

PARCEL 16-D-2-F: A parcel of land supposed to be owned by Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), as hereinbefore described, and bounded by the line described as follows: Beginning at a point on said location line and on the property line dividing land of said Eila S. Desrocher, Katri K. Korpela a/k/a Katri K. Mullaly and Korpela Revocable Education Trust and land of said Mary Therese Gallagher, Mary Margaret Ragosa, Mary Julia Powers, a/k/a Mary Julia Powers Skwar and Mary Elizabeth Powers, a/k/a Mary Elizabeth Powers Morrison as to an undivided 1/2 interest, and Henry L. Murphy, Jr. and John Douglas Murphy a/k/a J. Douglas Murphy, Trustees of a Trust dated January 9, 1982 and recorded with Barnstable County

Registry of Deeds, Book 4905, Page 93, as to an undivided 1/2 interest, said point bearing N 16°29'10" E and being 30.06 feet distant from station 139+44.85 of the baseline location of said 1932 layout and extends thence, leaving said location line and following said property line N 1°17'49" W 36.04 feet; thence S 89°05'43" W 82.81 feet to a point on the property line dividing land of said Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust and land of Hess Retail Stores LLC; thence, in part, following said property line and the property line dividing land of said Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust and land of D and S MacDonald Family Trust and the property line dividing land of said Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust and land of Sunrise Nominee Trust N 1°18'39" W 373.25 feet to a point on the southerly sideline of a private way; thence, leaving said property line and following said sideline S 77°29'49" E 98.15 feet; thence S 1°39'09" E 221.10 feet; thence S 3°28'21" W 165.93 feet to the point of beginning; containing about 34,162 square feet.

Easements are hereby taken in behalf of the Town of Barnstable in the parcels of land hereinafter described and shown on the plan referred to as Parcels 16-D-2-T and 16-D-11-T for the purpose of draining and maintaining Town way and consists of the right to enter upon said land at any time to construct thereon and to use and maintain drainage structures and/or drainage ditches together with the right to discharge surface water upon said land.

PARCEL 16-D-2-T: A parcel of land supposed to be owned by Town of Barnstable, adjoining the southerly location line of the 1973 Town layout of Old Yarmouth Road, and bounded by the line described as follows: Beginning at a point on said location line, said point bearing S 39°17'46" E and being 20.14 feet distant from station 0+68.18 of the Old Yarmouth Road baseline, as

hereinbefore described, and extends thence, leaving said location line S 8°32'33" W 150.33 feet; thence N 80°00'45" W 20.00 feet; thence N 9°48'50" E 67.55 feet; thence N 40°43'52" W 16.75 feet; thence N 46°09'14" E 21.83 feet; thence N 9°48'50" E 35.20 feet to a point, again on said the southerly location line of the 1973 Town layout of Old Yarmouth Road; thence, following said location line northeasterly about 25 feet to the point of beginning; containing about 2,777 square feet.

PARCEL 16-D-11-T: A parcel of land supposed to be owned by Town of Barnstable, adjoining the location line of Section 1 of the County alteration of Yarmouth Road, as hereinbefore described, and bounded by the line described as follows: Beginning at a point on said location line, said point bearing N 61°22'50" W and being 33.36 feet distant from station 13+96.50 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line N 61°03'18" W 21.19 feet; thence N 38°16'23" E 15.25 feet; thence N 35°52'59" E about 14 feet to a point on the property line dividing land of said Town of Barnstable and land of John R and James Francis Robichaud; thence, following said property line southeasterly about 18 feet to a point, again on the location line of Section 1 of the County alteration of Yarmouth Road, as hereinbefore described; thence, leaving said property line and following said location line S 30°25'40" W about 26 feet to the point of beginning; containing about 535 square feet.

An easement is hereby taken in the parcel of land hereinafter described and shown on the plan referred to as Parcel 16-D-PUE-1 for the purpose of draining and maintaining the State highway and consists of the right to enter upon said land at any time to construct thereon and to use and maintain drainage structures and/or drainage ditches, together with the right to discharge surface water upon said land; and for public utility purposes, to lay, construct, and install and/or remove

poles, anchors, and lines for the transmission for power, intelligence, and communications upon, or any other utility, over, under and across the parcel of land. The rights being more particularly described within said parcel of land to lay, construct, reconstruct, replace and remove underground cables, pipes, conduits, manholes, and other appurtenances within pipes, wires and/or cables therein. A separate agreement or permit between any public utility and the Department is required for any use of this easement area by any utility company. In addition to utility purposes, this parcel is also taken temporarily for any non-utility related construction purpose. Said temporary non-utility easement is to be in effect only for a period of five years from the date of recording of this instrument.

PARCEL 16-D-PUE-1: A parcel of land supposed to be owned by Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), the easterly location line of the 1949 County Layout of Yarmouth Road and bounded by the line described as follows: Beginning at a point on the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and on the property line dividing land of said Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust and land of Mary Therese Gallagher, Mary Margaret Ragosa, Mary Julia Powers, a/k/a Mary Julia Powers Skwar and Mary Elizabeth Powers, a/k/a Mary Elizabeth Powers Morrison as to an undivided 1/2 interest, and Henry L. Murphy, Jr. and John Douglas Murphy a/k/a J. Douglas Murphy, Trustees of a Trust dated January 9, 1982 and recorded with Barnstable County Registry of Deeds, Book 4905, Page 93, as to an undivided 1/2 interest, said point bearing N 16°29'10" E and 30.06 feet distant from station 139+44.85 of the baseline location

of said 1932 layout and extends thence, leaving said location line, leaving said property line and following said sideline N 3°28'21" E 165.93 feet; thence N 1°39'09" W 221.10 feet; thence N 77°29'49" W about 213 feet to a point on the easterly location line of the 1949 County layout of Yarmouth Road; thence, following said location line northeasterly about 21 feet to a point on the property line dividing land of said Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust and other land of said Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust; thence, leaving said location line and following said sideline S 77°29'49" E 222.57 feet; thence S 1°39'09" E 238.48 feet; thence S 3°28'21" W 170.53 feet to a point, again on the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28); thence, leaving said property line and following said location line northwesterly about 21 feet to the point of beginning; containing about 12,294 square feet.

Easements are hereby taken in the parcels of land hereinafter described and shown on the plan referred to as Parcels 16-HL-PUE-1 to 16-HL-PUE-3, inclusive, 16-HL-PUE-5 to 16-HL-PUE-9, inclusive, 16-HL-PUE-22 to 16-HL-PUE-24, inclusive, for the purpose of constructing and maintaining lighting for the highway location and consists of the right to enter upon said land at any time to construct thereon and to maintain and use lighting structures and for public utility purposes, to lay, construct, and install lights for highway and/or remove poles, anchors, and lines for the transmission for power, intelligence, and communications upon, or any other utility, over, under and across the parcels of land abutting the State highway. The rights being more particularly described within said parcels of land to lay, construct, reconstruct, replace and remove underground cables, pipes, conduits, manholes, and other appurtenances within pipes,

wires and/or cables therein. A separate agreement or Permit between any public utility and the Department is required for any use of these easement areas by any utility company. Parcel 16-HL-PUE-1 which will require an additional separate agreement or Permit with the Airport which shall not be unreasonably withheld or delayed. In addition to utility purposes, these parcels are also taken temporarily for any non-utility related construction purpose. Said temporary non-utility easements are to be in effect only for a period of five years from the date of recording of this instrument.

PARCEL 16-HL-PUE-1: A parcel of land supposed to be owned by Town of Barnstable (Airport), adjoining the easterly location line of the existing Town layout of Aviation Way, the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), the location line of Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on the easterly location line of the existing Town layout of Aviation Way, said point bearing N 37°21'30" E and being 44.64 feet distant from station 148+62.03 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), and extends thence leaving said location line S 54°18'07" E about 143 feet to a point on the property line dividing land of said Town of Barnstable and land 192 Iyannough Road Condominium, standing in the name of Robert E. Baker and Donna Baker, husband and wife as tenants by the entirety, as to an undivided 1/2 interest, and Linda T. White, as to an undivided 1/2 interest, and thence, following said property line southwesterly about 7 feet to a point on the location line of Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, thence leaving said property line and

following said location line N 54°19'12" W about 6 feet; thence, leaving said location line N 35°41'18" E 4.98 feet; thence N 54°19'12" W 10.00 feet; thence S 35°41'18" W 4.98 feet to a point, again on the location line of said Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described; thence, following said location line N 54°19'12" W 45.77 feet to a point on the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28); thence, following said location line northwesterly about 5 feet; thence, leaving said location line N 35°41'18" E 5.00 feet; thence N 52°38'30" W 7.60 feet; thence S 36°25'05" W 5.00 feet to a point, again on the northerly location line of said 1932 layout; thence, following said location line northwesterly about 48 feet to a point, again on the easterly location line of the existing Town layout of Aviation Way; thence, following said location line northeasterly, in two courses, about 14 feet and about 7 feet, respectively, to the point of beginning; containing about 786 square feet.

PARCEL 16-HL-PUE-2: A parcel of land supposed to be owned by Luke Cyr and Alec Mitsis, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 33°56'16" E and being 40.00 feet distant from station 151+72.22 of the baseline location of said 1932 layout and extends thence, leaving said location line N 33°56'30" E 11.77 feet; thence S 55°58'08" E about 2 feet to a point on the property line dividing land of said Luke Cyr and Alec Mitsis and land of Cape Glass Realty Trust; thence, following said property line southwesterly about 12 feet to a point, again on the location line of said 1932 layout; thence, leaving said property line and following said location line northwesterly about 3 feet to the point of beginning; containing about 33 square feet.

PARCEL 16-HL-PUE-3: A parcel of land supposed to be owned by Cape Glass Realty Trust, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 34°17'33" E and being 40.00 feet distant from station 151+59.84 of the baseline location of said 1932 layout and extends thence, following said location line northwesterly about 9 feet to a point on the property line dividing land of said Cape Glass Realty Trust and land of Luke Cyr and Alec Mitsis; thence, leaving said location line and following said property line northeasterly about 12 feet; thence, leaving said property line S 55°58'08" E about 10 feet; thence S 34°01'51" W 11.79 feet to the point of beginning; containing about 115 square feet.

PARCEL 16-HL-PUE-5: A parcel of land supposed to be owned by B & A Fournier Realty, Inc. n/k/a H & B Petroleum, Inc. adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 37°04'25" E and being 40.00 feet distant from station 150+62.76 of the baseline location of said 1932 layout and extends thence, following said location line northwesterly about 8 feet to a point on the property line dividing land of said B & A Fournier Realty Inc. n/k/a H & B Petroleum, Inc. and land of Cape Glass Realty Trust; thence, leaving said location line and following said property line northeasterly about 13 feet; thence, leaving said property line S 52°58'06" E about 10 feet; thence S 37°01'54" W 13.09 feet to the point of beginning; containing about 113 square feet.

PARCEL 16-HL-PUE-6: A parcel of land supposed to be owned by Hess Retail Stores LLC, adjoining the location line of Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 30°05'15" E and being 43.26 feet distant from station 143+05.16 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, leaving said location line N 35°31'49" E 4.61 feet; thence S 54°36'30" E 4.98 feet; thence S 35°31'49" W 4.60 feet to a point, again on the location line of Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described; thence, following said location line N 54°36'30" W 4.98 feet to the point of beginning; containing about 23 square feet.

PARCEL 16-HL-PUE-7: A parcel of land supposed to be owned by 153 Realty, LLC, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 24°05'10" W and being 40.31 feet distant from station 141+65.50 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, leaving said location line S 23°32'08" W 4.17 feet; thence N 66°27'52" W 7.99 feet; thence N 23°24'22" E 4.20 feet to a point, again on the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described; thence, following said location line S 66°15'17" E 8.00 feet to the point of beginning; containing about 34 square feet.

PARCEL 16-HL-PUE-8: A parcel of land supposed to be owned by Mihanaz Realty Trust, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road

(Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 16°29'10" W and being 40.67 feet distant from station 139+20.31 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyanough Road (Route 28) and extends thence, following said location line S 74°01'39" E 9.10 feet; thence, leaving said location line S 16°55'58" W 4.08 feet; thence N 74°15'15" W 9.01 feet; thence N 15°44'45" E 4.12 feet to the point of beginning; containing about 38 square feet.

PARCEL 16-HL-PUE-9: A parcel of land supposed to be owned by 101 Iyanough Condominium, adjoining the location line of Section 1 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 20°03'20" W and being 38.54 feet distant from station 137+37.46 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyanough Road (Route 28) and extends thence, following said location line S 72°04'10" E 9.15 feet; thence, leaving said location line S 18°16'10" W 4.11 feet; thence N 71°55'56" W 9.15 feet; thence N 18°14'42" E 4.09 feet to the point of beginning; containing about 38 square feet.

PARCEL 16-HL-PUE-22: A parcel of land supposed to be owned by Hess Retail Stores LLC, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyanough Road (Route 28), and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 18°52'59" E and being 30.26 feet distant from station 140+44.42 of the baseline location of said 1932 layout and extends thence, leaving said location line N 21°24'37" E 4.82 feet; thence S 68°58'24" E 9.21 feet to a point on the

property line dividing land of said Hess Retail Stores LLC and land of Mary Therese Gallagher, Mary Margaret Ragosa, Mary Julia Powers, a/k/a Mary Julia Powers Skwar and Mary Elizabeth Powers, as to an undivided 1/2 interest, and Henry L. Murphy, Jr. and John Douglas Murphy a/k/a J. Douglas Murphy, Trustees of a Trust dated January 9, 1982 and recorded with Barnstable County Registry of Deeds, Book 4905, Page 93, as to an undivided 1/2 interest; thence, following said property line S 1°18'39" E 4.78 feet to a point, again on the northerly location line of said 1932 layout; thence, leaving said property line and following said location line northwesterly about 11 feet to the point of beginning; containing about 47 square feet.

PARCEL 16-HL-PUE-23: A parcel of land supposed to be owned by 89 Iyanough LLC, a/k/a 89 Iyanough Road LLC, adjoining the location line of Section 1 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described, the westerly location line of the 1969 Town layout of Cedar Street, and bounded by the lines described as follows: Beginning at a point on the location lines of Section 1 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described, and the westerly location line of the 1969 Town layout of Cedar Street, said point bearing S 24°25'46" W and being 30.30 feet distant from station 135+84.78 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyanough Road (Route 28) and extends thence, leaving the location line of Section 1 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described, and following the westerly location line of the 1969 Town Layout of Cedar Street southeasterly about 11 feet; thence, leaving said location line N 69°05'42" W about 9 feet to a point on a lot line of land of said 89 Iyanough LLC; thence, following said lot line northwesterly about 6 feet to a point, again on the location line of Section 1 of the State highway alteration of Iyanough Road

(Route 28), as hereinbefore described, thence following said location line S 70°17'04" E about 3 feet to the point of beginning; containing about 45 square feet.

PARCEL 16-HL-PUE-24: A parcel of land supposed to be owned by Atlantis Iyanough Realty LLC, adjoining the location line of Section 2 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 36°37'35" E and being 46.30 feet distant from station 145+62.70 of the baseline location of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyanough Road (Route 28) and extends thence, following said location line N 54°17'16" W about 64 feet to a point on the property line dividing land of said Atlantis Iyanough Realty LLC and land of 192 Iyanough Road Condominium standing in the name of Robert E. Baker and Donna Baker, husband and wife as tenants by the entirety, as to an undivided 1/2 interest, and Linda T. White, as to an undivided 1/2 interest; thence, leaving said location line and following said property line northeasterly about 22 feet; thence, leaving said property line S 50°47'37" E about 17 feet; thence S 35°44'43" W 14.26 feet; thence S 54°20'50" E 46.08 feet to a point, again on the location line of Section 2 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described; thence, following said location line S 36°37'35" W 7.00 feet to the point of beginning; containing about 703 square feet.

Easements are hereby taken by the Department in behalf of the Town of Barnstable in the parcels of land hereinafter described and shown on the plan referred to as Parcels 16-HL-PUE-1-T, 16-HL-PUE-2-T, and 16-HL-PUE-4-T for the purpose of constructing and maintaining lighting for the highway location and consists of the right to enter upon said land at any time to construct thereon and to maintain and use lighting structures and for public utility purposes, to

lay, construct, and install lights for highway and/or remove poles, anchors, and lines for the transmission for power, intelligence, and communications upon, or any other utility, over, under and across the parcels of land abutting the Town highway. The rights being more particularly described within said parcels of land to lay, construct, reconstruct, replace and remove underground cables, pipes, conduits, manholes, and other appurtenances within pipes, wires and/or cables therein. A separate agreement or Permit between any public utility and the Department may be required for any use of these easement areas by any utility company. In addition to utility purposes, these parcels are also taken temporarily for any non-utility related construction purpose. Said temporary non-utility easements are to be in effect only for a period of five years from the date of recording of this instrument.

PARCEL 16-HL-PUE-1-T: A parcel of land supposed to be owned by Richard G. Mahoney and Maureen J. Mahoney, adjoining the location line of Section 2 of the Town alteration of Camp Street, as hereinbefore described, and bounded by the lines described as follows:

Beginning at a point on said location line, said point bearing N 77°18'26" E and being 38.07 feet distant from station 0+40.53 of the Camp Street baseline, as hereinbefore described, and extends thence, leaving said location line N 84°25'38" E 3.97 feet; thence S 6°02'35" E 4.98 feet; thence S 83°57'25" W 3.99 feet to a point, again on the location line of Section 2 of the Town alteration of Camp Street, as hereinbefore described; thence, following said location line northerly by a curve to the right of 366.59 feet radius 5.01 feet to the point of beginning; containing about 20 square feet.

PARCEL 16-HL-PUE-2-T: A parcel of land supposed to be owned by ALJ Realty Corporation, adjoining the location line of Section 2 of the Town alteration of Camp Street, as

hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 77°18'26" E and being 28.91 feet distant from station 1+63.77 of the Camp Street baseline, as hereinbefore described, and extends thence, leaving said location line N 83°54'50" E 4.10 feet; thence S 6°18'56" E 5.00 feet; thence S 83°54'50" W 4.10 feet to a point, again on the location line of Section 2 of the Town alteration of Camp Street, as hereinbefore described; thence, following said location line N 6°15'56" W 5.00 feet the point of beginning; containing about 21 square feet.

PARCEL 16-HL-PUE-4-T: A parcel of land supposed to be owned by Carlin Corner, LLC adjoining the location line of Section 1 of the Town alteration of Yarmouth Road, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 62°48'26" W and being 62.43 feet distant from station 6+22.78 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line N 78°19'17" W 4.01 feet; thence N 12°12'51" E 5.03 feet; thence S 77°33'19" E 4.00 feet to a point, again on the location line of Section 1 of the Town alteration of Yarmouth Road, as hereinbefore described; thence, following said location line southwesterly by a curve to the left of 372.00 feet radius 4.97 feet to the point of beginning; containing about 20 square feet.

Easements are hereby taken in the parcels of land hereinafter described and shown on the plan referred to as Parcels 16-HS-1 and 16-HS-2 for the purpose of establishing a location for a highway sign and consists of the right to enter upon said land at any time to erect thereon and to maintain said highway sign.

PARCEL 16-HS-1: A parcel of land supposed to be owned by Hess Retail Stores LLC, adjoining the location line of Section 2 of the State highway alteration of Iyannough Road

(Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 26°18'42" E and being 36.94 feet distant from station 142+17.19 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, leaving said location line N 27°43'16" E 4.88 feet; thence S 61°14'23" E 10.00 feet; thence S 27°43'16" W 5.02 feet to a point, again on the location line of Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described; thence, following said location line N 60°27'30" W 10.01 feet to the point of beginning; containing about 50 square feet.

PARCEL 16-HS-2: A parcel of land supposed to be owned by 153 Realty, LLC, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 26°21'46" W and being 41.02 feet distant from station 142+18.48 of the baseline location of the November 9, 1932 (layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, following said location line S 64°24'41" E 10.00 feet; thence, leaving said location line S 25°26'11" W 5.00 feet; thence N 64°24'41" W 10.00 feet; thence N 25°24'58" E 5.00 feet to the point of beginning; containing about 50 square feet.

Easements are hereby taken by the Department in behalf of the Town of Barnstable in the parcels of land hereinafter described and shown on the plan referred to as Parcels 16-HS-2-T to 16-HS-5-T, inclusive, for the purpose of establishing a location for a highway sign and consists of the right to enter upon said land at any time to erect thereon and to maintain said highway sign.

PARCEL 16-HS-2-T: A parcel of land supposed to be owned by 140 Yarmouth Road Limited Liability Company, adjoining the location line of Section 3 of the Town alteration of Camp Street, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 77°18'26" W and being 28.66 feet distant from station 1+41.15 of the Camp Street baseline, as hereinbefore described, and extends thence, leaving said location line S 42°38'15" W 4.66 feet; thence N 55°12'47" W 8.63 feet; thence N 28°48'35" E 4.73 feet to a point, again on the location line of Section 3 of the Town alteration of Camp Street, as hereinbefore described; thence, following said location line southeasterly by a curve to the right of 38.00 feet radius 9.79 feet to the point of beginning; containing about 45 square feet.

PARCEL 16-HS-3-T: A parcel of land supposed to be owned by Eugene C. Ciccarelli, III, as to an undivided one-half interest and Eugene C. Ciccarelli, III and Susan C. Evans, as Trustees of the Margaret E. Ciccarelli 1999 Trust, as to an undivided one-half interest, and, adjoining the location line of Section 2 of the Town alteration of Camp Street, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 77°18'26" E and being 23.35 feet distant from station 2+25.13 of the Camp Street baseline, as hereinbefore described, and extends thence, following said location line N 6°54'10" W 5.17 feet; thence N 8°36'40" W 2.90 feet; thence, leaving said location line N 83°46'24" E 5.34 feet; thence S 6°13'36" E 8.01 feet; thence S 83°05'50" W 5.16 feet to the point of beginning; containing about 42 square feet.

PARCEL 16-HS-4-T: A parcel of land supposed to be owned by Richard G. Mahoney and Maureen J. Mahoney, adjoining the location line of Section 2 of the Town alteration of Camp

Street, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 77°18'26" E and being 36.51 feet distant from station 0+55.13 of the Camp Street baseline, as hereinbefore described, and extends thence, leaving said location line N 85°40'42" E 5.01 feet; thence S 8°33'39" E 10.03 feet; thence S 85°40'42" W 5.02 feet to a point, again on the location line of Section 2 of the Town alteration of Camp Street, as hereinbefore described; thence, following said location line northwesterly by a curve to the right of 366.59 feet radius 10.03 feet to the point of beginning; containing about 50 square feet.

PARCEL 16-HS-5-T: A parcel of land supposed to be owned by 153 Realty, LLC, adjoining the location line of Section 2 of the Town alteration of Camp Street, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 62°48'26" E and being 23.12 feet distant from station 6+05.77 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line S 67°04'37" E 3.78 feet; thence S 5°14'08" W 9.41 feet; thence N 78°58'11" W 5.03 feet to a point, again on the location line of Section 2 of the Town alteration of Camp Street, as hereinbefore described; thence, following said location line northeasterly by a curve to the right of 366.59 feet radius 5.26 feet; thence, northerly by a curve to the right of 60.56 feet radius 5.00 feet to the point of beginning; containing about 46 square feet.

Easements are hereby taken in the parcels of land hereinafter described and shown on the plan referred to as Parcels 16-HS-PUE-1 and 16-HS-PUE-2 for the purpose of establishing a location for a highway sign and consists of the right to enter upon said land at any time to erect thereon and to maintain said highway sign, and for public utility purposes, to lay, construct, and

install lights for highway and/or remove poles, anchors, and lines for the transmission for power, intelligence, and communications upon, or any other utility, over, under and across the parcels of land abutting the State highway. The rights being more particularly described within said parcels of land to lay, construct, reconstruct, replace and remove underground cables, pipes, conduits, manholes, and other appurtenances within pipes, wires and/or cables therein. A separate agreement or Permit between any public utility and the Department is required for any use of these easement areas by any utility company. Parcels 16-HS-PUE-1 and 16-HS-PUE-2 will require an additional separate agreement or Permit with the Airport which will not be unreasonably withheld or delayed. In addition to utility purposes, these parcels are also taken temporarily for any non-utility related construction purpose. Said temporary non-utility easements are to be in effect only for a period of five years from the date of recording of this instrument.

PARCEL 16-HS-PUE-1: A parcel of land supposed to be owned by Town of Barnstable (Airport), adjoining the northerly location line of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 37°21'30" E and being 40.00 feet distant from station 147+93.62 of the baseline location of said 1932 layout and extends thence, leaving said location line N 36°25'05" E 5.00 feet; thence S 52°38'30" E 7.60 feet; thence S 35°41'18" W 5.00 feet to a point, again on the northerly location line of said 1932 layout; thence, following said location line northwesterly about 8 feet to the point of beginning; containing about 38 square feet.

PARCEL 16-HS-PUE-2: A parcel of land supposed to be owned by Town of Barnstable (Airport), adjoining the location line of the Section 2 State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 37°21'30" E and being 41.35 feet distant from station 147+34.96 of the baseline location of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, leaving said location line N 35°41'18" E 4.98 feet; thence S 54°19'12" E 10.00 feet; thence S 35°41'18" W 4.98 feet to a point, again on the location line of Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described; thence, following said location line N 54°19'12" W 10.00 feet to the point of beginning; containing about 50 square feet.

Easements are hereby taken in the parcels of land hereinafter described and shown on the plan referred to as Parcels 16-PUE-2 to 16-PUE-4, inclusive, 16-PUE-6, 16-PUE-7, 16-PUE-19 to 16-PUE-21, inclusive, 16-PUE-24, 16-PUE-25, and 16-PUE-27 to 16-PUE-30, inclusive, for public utility purposes, to lay, construct, and install lights for highway and/or remove poles, anchors, and lines for the transmission for power, intelligence, and communications upon, or any other utility, over, under and across the parcels of land abutting the State highway. The rights being more particularly described within said parcels of land to lay, construct, reconstruct, replace and remove underground cables, pipes, conduits, manholes, and other appurtenances within pipes, wires and/or cables therein. A separate agreement or Permit between any public utility and the Department is required for any use of these easement areas by any utility company. Parcel 16-PUE-4 will require an additional separate agreement or Permit with the

Airport which shall not be unreasonably withheld or delayed. In addition to utility purposes, these parcels are also taken temporarily for any non-utility related construction purpose. Said temporary non-utility easements are to be in effect only for a period of five years from the date of recording of this instrument.

PARCEL 16-PUE-2: A parcel of land supposed to be owned by The James Stephen Resort Village Condominium, adjoining the northerly location line of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 17°03'09" E and being 30.00 feet distant from station 138+42.29 of the baseline location of said 1932 layout and extends thence, following said location line, northwesterly about 7 feet to a point on the property line dividing land of said James Stephen Resort Village Condominium and land of Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust; thence, leaving said location line and following said property line northerly about 12 feet; thence, leaving said property line S 50°46'46" E about 11 feet; thence S 20°15'24" W 7.79 feet to the point of beginning; containing about 85 square feet.

PARCEL 16-PUE-3: A parcel of land supposed to be owned by 192 Iyanough Road Condominium standing in the name of Robert E. Baker and Donna Baker, husband and wife as tenants by the entirety, as to an undivided 1/2 interest, and Linda T. White, as to an undivided 1/2 interest, adjoining the location line of the Section 2 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 37°21'30" E and being 42.41 feet distant from station 146+98.49 of the baseline location of the November 9, 1932

(Layout No. 2962) State highway of Iyanough Road (Route 28) and extends thence, following said location line N 54°19'12" W about 21 feet to a point on the property line dividing land of said 192 Iyanough Road Condominium standing in the name of Robert E. Baker and Donna Baker, husband and wife as tenants by the entirety, as to an undivided 1/2 interest, and Linda T. White, as to an undivided 1/2 interest, and land of Town of Barnstable; thence, leaving said location line and following said property line northeasterly about 7 feet; thence, leaving said property line S 54°18'12" E about 89 feet; thence N 35°43'58" E 15.32 feet; thence S 53°08'58" E about 4 feet to a point on the property line dividing land of said 192 Iyanough Road Condominium standing in the name of Robert E. Baker and Donna Baker, husband and wife as tenants by the entirety, as to an undivided 1/2 interest, and Linda T. White, as to an undivided 1/2 interest, and land of Atlantis Iyanough Realty LLC; thence, following said property line southwesterly about 22 feet to a point, again on the location line of Section 2 of the State highway alteration of Iyanough Road (Route 28), as hereinbefore described; thence, leaving said property line and following said location line N 54°17'16" W about 71 feet to the point of beginning; containing about 692 square feet.

PARCEL 16-PUE-4: A parcel of land supposed to be owned by Town of Barnstable (Airport), adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyanough Road (Route 28), and bounded by the line described as follows: Beginning at a point on said location line, said point bearing N 29°46'05" E and being 40.00 feet distant from station 157+55.27 of the baseline location of said 1932 layout and extends thence, leaving said location line N 29°46'05" E 5.00 feet; thence S 60°13'57" E about 316 feet to a point on the property line dividing land of said Inhabitants of Barnstable and land of PB&C Series, LLC;

thence, following said property line southwesterly about 18 feet to a point, again on the northerly location line of said 1932 layout; thence, leaving said property line and following said location line northwesterly about 298 feet to the point of beginning; containing about 1,533 square feet.

PARCEL 16-PUE-6: A parcel of land supposed to be owned by PB&C Series, LLC, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), and bounded by the line described as follows: Beginning at a point on said location line, said point bearing N 29°46'05" E and being 40.00 feet distant from station 153+17.77 of the baseline location of the said 1932 layout and extends thence, following said location line northwesterly about 140 feet to a point on the property line dividing land of said PB&C Series, LLC and land of said Inhabitants of Barnstable; thence, leaving said location line and following said property line northeasterly about 18 feet; thence, leaving said property line S 60°25'42" E about 87 feet; thence S 59°28'50" E about 100 feet to a point on the property line dividing land of said PB&C Series, LLC and Luke Cyr and Alec Mitsis; thence, following said property line southwesterly about 5 feet to a point, again on the northerly location line of said 1932 layout; thence, leaving said property line and following said location line northwesterly about 65 feet to the point of beginning; containing about 976 square feet.

PARCEL 16-PUE-7: A parcel of land supposed to be owned by Luke Cyr and Alec Mitsis, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), and bounded by the line described as follows: Beginning at a point on said location line, said point bearing N 33°56'16" E and being 40.00 feet distant from station 151+72.22 of the baseline location of the aforesaid 1932 layout and extends thence, following said location line northwesterly about 84 feet to a point on the property line dividing

land of said Luke Cyr and Alec Mitsis and land of said PB&C Series, LLC; thence, leaving said location line and following said property line northeasterly about 5 feet; thence, leaving said property line S 57°59'06" E about 44 feet; thence S 56°25'20" E 40.13 feet; thence S 33°56'30" W 4.99 feet to the point of beginning; containing about 421 square feet.

PARCEL 16-PUE-19: A parcel of land supposed to be owned by Eila S. Desrocher, Katri K. Korpela n/k/a Katri. K Mullaly and Korpela Revocable Education Trust, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), and bounded by the line described as follows: Beginning at a point on said location line, said point bearing N 16°46'20" E and being 30.00 feet distant from station 138+52.07 of the baseline location of said 1932 layout and extends thence, leaving said location line N 1°45'08" E 11.67 feet; thence S 88°14'52" E about 3 feet to a point on the property line dividing land of said Eila S. Desrocher, Katri Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust and land of James Stephens Resort Village Condominium; thence, following said property line southerly about 12 feet to a point, again on the northerly location line of said 1932 layout; thence, leaving said property line and following said location line westerly about 3 feet to the point of beginning; containing about 35 square feet.

PARCEL 16-PUE-20: A parcel of land supposed to be owned by Hibbard Land Trust LLC adjoining the southerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), and bounded by the line described as follows: Beginning at a point on said location line, said point bearing S 31°28'50" W and being 40.00 feet distant from station 152+57.99 of the baseline location of said 1932 layout and extends thence, following said location line southeasterly about 198 feet to a point on the property line dividing land of said

Hibbard Land Trust LLC and land of Hyannis Series One, LLC a/k/a Hyannis Series, LLC;
thence, leaving said location line and following said property line southwesterly about 5 feet;
thence, leaving said property line N 53°04'55" W about 48 feet; thence N 54°36'26" W 50.82
feet; thence N 56°24'07" W 50.00 feet; thence N 57°54'55" W 50.00 feet; thence N 24°19'01" E
4.04 feet to the point of beginning; containing about 804 square feet.

PARCEL 16-PUE-21: A parcel of land supposed to be owned by Hyannis Series One, LLC
a/k/a Hyannis Series, LLC, adjoining the location line of Section 1 of the State highway
alteration of Iyannough Road (Route 28), as hereinbefore described, the southerly location line
of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road
(Route 28), the northerly location line of the 1929 County layout of Engine House Road, and
bounded by the lines described as follows: Beginning at a point on the location line of Section 1 of
the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, said point
bearing S 37°21'30" W and being 40.00 feet distant from station 149+75.48 of the baseline
location of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of
Iyannough Road (Route 28) and extends thence, following said location line S 46°56'31" E about
10 feet to a point on the northerly location line of the 1929 County layout of Engine House Road;
thence, following said County location line southeasterly about 10 feet; thence, leaving said
location line N 52°47'21" W about 98 feet to a point on property line dividing land of said
Hyannis Series One, LLC a/k/a Hyannis Series, LLC and land of Hibbard Land Trust LLC;
thence, following said property line northeasterly about 5 feet to a point on the southerly location
line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road
(Route 28); thence, leaving said property line and following said location line southeasterly, in

two courses, about 3 feet and about 77 feet, respectively, to the point of beginning; containing about 382 square feet.

PARCEL 16-PUE-24: A parcel of land supposed to be owned by Bodick Nominee Trust, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, the location line of Section 4 of the County alteration of Engine House Road, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, said point bearing S 37°21'30" W and being 53.62 feet distant from station 148+39.09 of the baseline location of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, following said location line S 48°20'55" E about 93 feet to a point on the property line dividing land of said Bodick Nominee Trust and land of Amerigas Propane, L.P. d/b/a Amerigas Propane Limited Partnership; thence, leaving said location line and following said property line southwesterly about 17 feet; thence, leaving said property line N 53°46'21" W about 66 feet; thence S 37°12'35" W 6.53 feet; thence N 54°02'52" W 51.09 feet; thence N 17°31'02" E 25.83 feet to a point on the location line of Section 4 of the County alteration of Engine House Road, as hereinbefore described; thence, following said location line, easterly by a curve to the right of 20.00 feet radius 13.83 feet; thence, southeasterly by a curve to the right of 75.00 feet radius 22.54 feet to the point of beginning; containing about 3,129 square feet.

PARCEL 16-PUE-25: A parcel of land supposed to be owned by Amerigas Propane, L.P. d/b/a Amerigas Propane Limited Partnership, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the

lines described as follows: Beginning at a point on said location line, said point bearing S 37°21'30" W and being 64.89 feet distant from station 146+88.95 of the baseline location of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, following said location line S 54°18'00" E 92.83 feet to a point on the property line dividing land of said Amerigas Propane, L.P. d/b/a Amerigas Propane Limited Partnership and land of Gas Incorporated; thence, in part, following said location line and following said property line S 38°11'40" 12.05 feet; thence, leaving said property line N 54°00'36" W about 151 feet to a point on the property line dividing land of said Amerigas Propane, L.P. d/b/a Amerigas Propane Limited Partnership and land of Bodick Nominee Trust; thence, following said property line northeasterly about 17 feet to a point, again on the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, thence, leaving said property line and following said location line S 48°20'55" E about 58 feet to the point of beginning; containing about 1,931 square feet.

PARCEL 16-PUE-27: A parcel of land supposed to be owned by B & A Fournier Realty, Inc. n/k/a H & B Petroleum, Inc., adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), the westerly location line of the existing Town layout of Aviation Way, and bounded by the lines described as follows: Beginning at a point on the location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), said point bearing N 37°04'25" E and being 40.00 feet distant from station 150+62.76 of the baseline location of said 1932 layout and extends thence, leaving said location line N 37°01'54" E 4.94 feet; thence S 52°39'34" E 81.66 feet to a point on the westerly location line of the existing Town layout of Aviation Way; thence, following said

location line southwesterly about 23 feet to a point, again on the northerly location line of said 1932 layout; thence, following said location line northwesterly about 59 feet to the point of beginning; containing about 367 square feet.

PARCEL 16-PUE-28: A parcel of land supposed to be owned by Cape Glass Realty Trust, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 34°17'33" E and being 40.00 feet distant from station 151+59.84 of the baseline location of said 1932 layout and extends thence, leaving said location line N 34°01'51" E 5.48; thence S 54°24'11" E about 91 feet to a point on the property line dividing land of said Cape Glass Realty Trust and land of B & A Fournier Realty, Inc. n/k/a H & B Petroleum, Inc.; thence, following said property line southwesterly about 5 feet to a point, again on the northerly location line of said 1932 layout; thence, leaving said property line and following said location line northwesterly about 17 feet to a point on the property line dividing land of said Cape Glass Realty Trust and land of said Scott P. Gladish, Trustee of Cape Glass Realty; thence, leaving said location line and following said property line, N 16°26'17" E 5.17 feet; thence N 76°58'24" W 12.36 feet to a point, again on the northerly location line of said 1932 layout; thence, leaving said property line and following said location line northwesterly about 61 feet the point of beginning; containing about 434 square feet.

PARCEL 16-PUE-29: A parcel of land supposed to be owned by Carlin Corner, LLC, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, the location line of Section 1 of the Town alteration of

Yarmouth Road, as hereinbefore described, and bounded by the line described as follows:

Beginning at a point on the location line of Section 1 of the Town alteration of Yarmouth Road, as hereinbefore described, said point bearing S 34°55'57" W and being 55.94 feet distant from station 144+17.91 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, following said location line S 34°41'17" W 7.53 feet; thence S 54°56'08" E 14.96 feet; thence S 33°11'32" W 3.80 feet; thence S 56°03'55" E 9.50 feet; thence, southerly by a curve to the right of 30.00 feet radius 5.13 feet; thence, leaving said location line N 54°07'03" W about 65 feet to a point on the property line dividing land of said Carlin Corner, LLC and land of Massachusetts Department of Transportation; thence, following said property line northeasterly about 13 feet to a point on the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described; thence, leaving said property line and following said location line S 56°41'36" E about 40 feet to the point of beginning; containing about 707 square feet.

PARCEL 16-PUE-30: A parcel of land supposed to be owned by Scott P. Gladish, Trustee of Cape Glass Realty Trust, adjoining the northerly location line of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28), and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 35°59'26" E and being 40.00 feet distant from station 151+00.01 of the baseline location of said 1932 layout and extends thence, leaving said location line and following said property line, S 76°58'24" E 12.37 feet; thence S 16°26'17" W 5.17 feet to a point, again on the northerly location line of said 1932 layout; thence, leaving said property line and following said location line northwesterly about 13 feet to the point of beginning; containing about 32 square feet.

Easements are hereby taken by the Department in behalf of the Town of Barnstable in the parcels of land hereinafter described and shown on the plan referred to as Parcel 16-PUE-1-T to 16-PUE-10-T, inclusive, 16-PUE-12-T to 16-PUE-14-T, inclusive, 16-PUE-17-T to 16-PUE-19-T, inclusive, and 16-PUE-23-T for public utility purposes, to lay, construct, and install and/or remove poles, anchors, and lines for the transmission for power, intelligence, and communications upon, or any other utility, over, under and across the parcels of land abutting the Town way. The rights being more particularly described within said parcels of land to lay, construct, reconstruct, replace and remove underground cables, pipes, conduits, manholes, and other appurtenances within pipes, wires and/or cables therein. A separate agreement or Permit between any public utility and the Town may be required for any use of these easement areas by any utility company. Parcels 16-PUE-8-T, 16-PUE-9-T, 16-PUE-12-T and 16-PUE-13-T will require an additional separate agreement or Permit with the Airport which shall not be unreasonably withheld or delayed. In addition to utility purposes, these parcels are also taken temporarily for any non-utility related construction purpose. Said temporary non-utility easements are to be in effect only for a period of five years from the date of recording of this instrument.

PARCEL 16-PUE-1-T: A parcel of land supposed to be owned by 140 Yarmouth Road Limited Liability Company, adjoining the westerly location line of the existing Town layout of Camp Street, the location line of Section 3 of the Town alteration of Camp Street, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on the westerly location line of the existing Town layout of Camp Street, said point bearing S 77°18'26" W and being 19.91 feet distant from station 2+10.15 of the Camp Street baseline, as

hereinbefore described, and extends thence, following said location line, southeasterly about 89 feet; thence, leaving said location line N 20°12'13" W 30.45 feet; thence N 14°45'45" W 85.50 feet; thence N 73°18'03" E 5.89 feet to a point again on the location line of Section 3 of the Town alteration of Camp Street, as hereinbefore described; thence, following said location line S 15°04'07" E 26.86 feet to the point of beginning; containing about 513 square feet.

PARCEL 16-PUE-2-T: A parcel of land supposed to be owned by Massachusetts Department of Transportation, adjoining the westerly location line of the 1962 Town layout of Yarmouth Road, easterly railroad sideline of the Massachusetts Department of Transportation (MassDOT) Rail Corridor and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 60°01'32" W and being 20.00 feet distant from station 1+28.85 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line N 60°00'04" W 21.70 feet; thence N 29°59'56" E about 17 feet to a point on the easterly railroad sideline; thence, following said railroad sideline southeasterly about 22 feet to a point, again on the westerly location line of the 1962 Town layout of Yarmouth Road; thence, leaving said railroad sideline and following said location line southwesterly about 17 feet to the point of beginning; containing about 369 square feet.

PARCEL 16-PUE-3-T: A parcel of land supposed to be owned by Massachusetts Department of Transportation, adjoining the westerly location line of the 1962 Town layout of Yarmouth Road and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 60°00'04" W and being 20.00 feet distant from station 0+83.27 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, following said location line southwesterly about 156 feet; thence, leaving said location line N 61°59'44" W 1.62 feet;

thence N 28°00'16" E 100.31 feet; thence N 60°26'38" W 13.08 feet; thence N 29°19'06" E 6.04 feet; thence S 60°19'24" E 13.10 feet; thence N 31°06'28" E 50.12 feet; thence S 58°53'32" E 4.18 feet to the point of beginning; containing about 681 square feet.

PARCEL 16-PUE-4-T: A parcel of land supposed to be owned by Town of Barnstable, adjoining the southerly location line of the 1973 Town layout of Old Yarmouth Road and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 45°10'59" E and being 20.00 feet distant from station 2+13.42 of the Old Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line S 48°10'00" E 13.34 feet; thence S 41°50'00" W 8.55 feet; thence N 48°10'00" W 13.79 feet to a point, again on the southerly location line of the 1973 Town layout of Old Yarmouth Road; thence, following said location line northeasterly about 9 feet to the point of beginning; containing about 116 square feet.

PARCEL 16-PUE-5-T: A parcel of land supposed to be owned by Town of Barnstable, adjoining the southerly location line of the 1973 Town layout of Old Yarmouth Road and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 45°10'59" E and being 20.00 feet distant from station 3+69.44 of the Old Yarmouth Road baseline, as hereinbefore described, and extends thence, following said location line northeasterly about 6 feet; thence, leaving said location line S 50°06'39" E 10.50 feet; thence S 39°53'21" W 6.00 feet; thence N 50°06'39" W 11.02 feet to the point of beginning; containing about 65 square feet.

PARCEL 16-PUE-6-T: A parcel of land supposed to be owned by Town of Barnstable, adjoining the westerly location line of the 1949 County layout of Yarmouth Road, westerly

railroad sideline of the Massachusetts Department of Transportation (MassDOT) Rail Corridor and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 62°33'52" W and being 20.00 feet distant from station 18+49.22 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line N 62°33'52" W about 48 feet; to a point on the southeasterly railroad sideline; thence, following said railroad sideline northeasterly about 15 feet; thence, leaving said railroad sideline S 62°33'52" E about 48 feet to a point, again on the westerly location line of the 1949 County layout of Yarmouth Road; thence, following said location line southeasterly about 15 feet to the point of beginning; containing about 724 square feet.

PARCEL 16-PUE-7-T: A parcel of land supposed to be owned by Massachusetts Department of Transportation, located within an existing Massachusetts Department of Transportation (MassDOT) Rail Corridor on the westerly side of Yarmouth Road and bounded; southeasterly by Parcel 16-PUE-6-T, as hereinbefore described, about 15 feet; southwesterly and northeasterly by remainder land of Massachusetts Department of Transportation about 83 feet and about 83 feet, respectively; northwesterly by Parcel 16-PUE-8-T, as hereinafter described, about 15 feet; containing about 1,242 square feet.

PARCEL 16-PUE-8-T: A parcel of land supposed to be owned Inhabitants of the Town of Barnstable (Airport), on the southeasterly side of Brooks Road, and bounded: southeasterly by Parcel 16-PUE-7-T, as hereinbefore described, about 15 feet; southwesterly by land now or formerly of New Colony Home Heating Oil Inc. about 149 feet; northwesterly by the southeasterly location line of the existing Town layout of Brooks Road about 15 feet; and

northeasterly by remainder land of Inhabitants of the Town of Barnstable about 149 feet; containing about 2,243 square feet.

PARCEL 16-PUE-9-T: A parcel of land supposed to be owned by Town of Barnstable (Airport), on the northwesterly side of Brooks Road and bounded by the lines described as follows: Beginning at a point at N 2704984.5441, E 990382.1585, and extends thence S 53°55'34" E about 390 feet to a point on the property line dividing land of said Town of Barnstable and other land of Town of Barnstable; thence, following said property line northwesterly about 26 feet; thence, leaving said property line N 53°55'34" W about 366 feet; thence N 36°04'026" E 10.00 feet to the point of beginning; containing about 3,774 square feet.

PARCEL 16-PUE-10-T: A parcel of land supposed to be owned by John R. Robichaud and James Francis Robichaud, adjoining the easterly railroad sideline of the Massachusetts Department of Transportation (MassDOT) Rail Corridor, the location line of Section 1 of the County alteration of Yarmouth Road, as hereinbefore described, the westerly location line of 1949 County layout of Yarmouth Road and bounded by the lines described as follows: Beginning at a point on the location line of Section 1 of the County alteration of Yarmouth Road, as hereinbefore described, said point bearing N 61°22'50" W and being 20.00 feet distant from station 14+43.69 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, following said location line N 60°10'38" W 11.87 feet; thence S 30°25'40" W about 21 feet to a point on the property line dividing land of said John R. Robichaud and James Francis Robichaud and land of Town of Barnstable; thence, leaving said location line and following said property line northwesterly about 40 feet to a point on the easterly railroad sideline of the Massachusetts Department of Transportation (MassDOT) Rail Corridor; thence, leaving said property line and

following said railroad sideline northeasterly about 15 feet; thence, leaving said railroad sideline S 60°18'07" E about 31 feet; thence S 82°12'42" E 22.48 feet to a point on the westerly location line of the 1949 County layout of Yarmouth Road; thence, following said location line southwesterly about 8 feet to the point of beginning; containing about 812 square feet.

PARCEL 16-PUE-12-T: A parcel of land supposed to be owned by Town of Barnstable (Airport), on the northwesterly side of Brooks Road and bounded: northwesterly by Parcel 16-PUE-13-T, as hereinafter described, about 11 feet; northeasterly and southwesterly by remainder land of The Inhabitants of the Town of Barnstable about 132 feet and about 129 feet, respectively; southeasterly by the northwesterly location line of the existing Town layout of Brooks Road about 10 feet; containing about 1,367 square feet.

PARCEL 16-PUE-13-T: A parcel of land supposed to be owned by Town of Barnstable (Airport), on the northwesterly side of Brooks Road and bounded: northerly by parcel 16-PUE-9-T, as hereinbefore described, about 26 feet; northeasterly and southwesterly by remainder land of Inhabitants of the Town of Barnstable about 7 feet and about 35 feet, respectively; southeasterly by Parcel 16-PUE-12-T, as hereinbefore described, about 11 feet; containing about 217 square feet.

PARCEL 16-PUE-14-T: A parcel of land supposed to be owned by Town of Barnstable, adjoining the easterly location line of 1949 County layout of Yarmouth Road, the northerly location line of the 1973 Town layout of Old Yarmouth Road and bounded by the lines described as follows: Beginning at a point on the easterly location line of the 1949 County layout of Yarmouth Road, said point bearing S 61°59'20" E and being 28.00 feet distant from station 15+97.75 of the Yarmouth Road baseline, as hereinbefore described, and extends thence,

following said location line, in two courses, northerly about 16 feet and northeasterly about 335 feet, respectively; thence, leaving said location line S 63°36'47" E 17.91 feet; thence S 26°23'13" W 6.00 feet; thence N 63°36'47" W 17.91 feet; thence S 24°45'47" W 82.31 feet; thence S 62°49'49" E 13.12 feet; thence S 27°10'11" W 6.00 feet; thence N 62°49'49" W 13.04 feet; thence S 28°00'40" W 43.02 feet; thence S 50°06'39" E 83.74 feet to a point on the northerly location line of Old Yarmouth Road; thence, following said location line southwesterly about 10 feet; thence, leaving said location line N 50°06'39" W 77.70 feet; thence S 28°00'40" W 53.04 feet; thence S 61°57'41" E 7.33 feet; thence S 28°02'19" W 10.41 feet; thence N 61°57'41" W 7.32 feet; thence S 28°00'40" W 136.84 feet to the point of beginning; containing about 3,165 square feet.

PARCEL 16-PUE-17-T: A parcel of land supposed to be owned by Hess Retail Stores LLC, adjoining the location line of Section 2 of the County alteration of Yarmouth Road, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 61°22'50" E and being 30.49 feet distant from station 8+68.94 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, following said location line N 28°27'03" E about 9 feet to a point on the property line dividing land of said Hess Retail Stores LLC and land of D and S MacDonald Family Trust; thence, leaving said location line and following said property line southeasterly about 30 feet; thence, leaving said property line S 23°17'42" W about 10 feet; thence N 66°42'18" W 30.30 feet to the point of beginning; containing about 271 square feet.

PARCEL 16-PUE-18-T: A parcel of land supposed to be owned by D and S MacDonald Family Trust, adjoining the location line of Section 2 of the County alteration of Yarmouth

Road, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 61°22'50" E and being 30.43 feet distant from station 8+88.76 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line S 66°52'18" E 28.52 feet; thence S 23°17'42" W about 10 feet to a point on the property line dividing land of said D and S MacDonald Family Trust and land of Hess Retail Stores, LLC; thence, following said property line northwesterly about 30 feet to a point, again on the location line of Section 2 of the County alteration of Yarmouth Road, as hereinbefore described; thence, leaving said property line and following said location line N 28°27'03" E about 11 feet to the point of beginning; containing about 310 square feet.

PARCEL 16-PUE-19-T: A parcel of land supposed to be owned by Town of Barnstable, adjoining the location line of Section 1 of the County alteration of Yarmouth Road, as hereinbefore described, the easterly railroad sideline of the Massachusetts Department of Transportation (MassDOT) Rail Corridor, and bounded by the lines described as follows: Beginning at a point on the location line of Section 1 of the County alteration of Yarmouth Road, as hereinbefore described, said point bearing N 61°22'50" W and being 33.36 feet distant from station 13+96.50 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, following said location line S 31°17'09" W 35.77 feet; thence S 32°54'35" W 50.00 feet; thence, southwesterly by a curve to the right of 722.44 feet radius 18.84 feet, to a point on the property line dividing land of said Town of Barnstable and land of Gemac Inc.; thence, leaving said location line and following said property line northwesterly about 32 feet to a point on easterly railroad sideline of the Massachusetts Department of Transportation (MassDOT) Rail Corridor; thence, leaving said property line and following said railroad sideline northeasterly about 138

feet to a point on the property line dividing land of said Town of Barnstable and land of John R. and James Francis Robichaud; thence, leaving said railroad sideline and following said property line southeasterly about 22 feet; thence, leaving said property line S 35°52'59" W about 14 feet; thence S 38°16'23" W 15.25 feet; thence S 61°03'18" E 21.19 feet to the point of beginning; containing about 4,346 square feet.

PARCEL 16-PUE-23-T: A parcel of land supposed to be owned by Carlin Corner, LLC, adjoining the westerly location line of the 1962 Town layout of Yarmouth Road and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing N 62°48'26" W and being 20.00 feet distant from station 5+26.02 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, following said location line southwesterly about 58 feet; thence, leaving said location line N 60°49'18" W 5.32 feet; thence N 20°05'07" E 62.21 feet; thence S 46°41'24" E 13.54 feet to the point of beginning; containing about 541 square feet.

Easements are hereby taken in the parcels of land hereinafter described and shown on the plan referred to as Parcels 16-WM-4, 16-WM-6, and 16-WM-9 to 16-WM-12, inclusive, for the purpose of providing rights to perform and complete the construction of water main and related appurtenances, and consists of the right to enter upon said land at any time to construct thereon and to use, maintain, repair, and replace said water main and related appurtenances from time to time as may be necessary.

PARCEL 16-WM-4: A parcel of land supposed to be owned by Gas Incorporated, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 34°39'42" W 68.41 feet distant from station 145+87.44 of the

baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, leaving said location line S 53°52'27" E 19.60 feet; thence S 37°56'49" W 5.05 feet; thence N 54°58'03" W 31.67 feet to a point on the property line dividing land of said Gas Incorporated and land of said Amerigas Propane L. P.; thence, following said property line N 38°11'40" E 5.74 feet to a point, again on the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described; thence, following said location line S 53°28'27" E 12.03 feet to the point of beginning; containing about 170 square feet.

PARCEL 16-WM-6: A parcel of land supposed to be owned by Massachusetts Department of Transportation, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, the easterly and westerly railroad sideline of the Massachusetts Department of Transportation (MassDOT) Railroad Corridor, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 37°21'30" W and being 59.49 feet distant from station 145+02.60 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, following said location line S 54°49'54" E 42.07 feet; thence S 56°41'36" E about 5 feet to a point on the easterly railroad sideline of the Massachusetts Department of Transportation (MassDOT) Rail Corridor; thence, leaving said location line and following said railroad sideline southwesterly about 13 feet; thence, leaving said railroad sideline N 54°11'47" W about 104 feet to a point on the westerly railroad sideline of the Massachusetts Department of Transportation (MassDOT) rail corridor; thence, following said railroad sideline northeasterly about 13 feet to a point, again on the location line of Section 1 of the State highway alteration of

Iyannough Road (Route 28), as hereinbefore described; thence, leaving said railroad sideline and following said location line S 54°18'00" E about 55 feet to the point of beginning; containing about 1,300 square feet.

PARCEL 16-WM-9: A parcel of land supposed to be owned by 101 Iyanough Condominium, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the line described as follows: Beginning at a point on said location line, said point bearing S 17°16'39" W and being 40.36 feet distant from station 138+34.43 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, leaving said location line S 14°22'27" W 6.30 feet; thence N 66°42'41" W about 1 foot to a point on the property line dividing land of said 101 Iyanough Condominium and land of Mihanaz Realty Trust; thence, following said property line northeasterly about 6 feet to a point, again on the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described; thence, leaving said property line and following said location line S 73°13'37" E about 2 feet to the point of beginning; containing about 11 square feet.

PARCEL 16-WM-10: A parcel of land supposed to be owned by 153 Realty, LLC, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the line described as follows: Beginning at a point on said location line, said point bearing S 23°56'49" W and being 40.29 feet distant from station 141+62.26 of the baseline location of the November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, following said location line S 66°48'31" E about 7 feet to a point on the property line dividing land of said 153 Realty, LLC

and land of Constance Tracy; thence, leaving said location line and following said property line southwesterly about 6 feet; thence, leaving said property line N 80°35'44" W about 7 feet; thence N 22°24'55" E 7.53 feet to the point of beginning; containing about 46 square feet.

PARCEL 16-WM-11: A parcel of land supposed to be owned by Mihanaz Realty Trust, adjoining the location line of Section 1 of the State highway alteration of Iyannough Road (Route 28), as hereinbefore described, and bounded by the line described as follows: Beginning at a point on said location line, said point bearing S 17°05'10" W and being 40.41 feet distant from station 138+41.11 of the baseline location of November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence, following said location line S 73°13'37" E about 4 feet to a point on the property line dividing land of said Mihanaz Realty Trust and land of said 101 Iyanough Condominium; thence, leaving said location line and following said property line southwesterly about 6 feet; thence, leaving said property line N 66°42'41" W about 5 feet; thence N 4°25'04" E 5.80 feet to the point of beginning; containing about 25 square feet.

PARCEL 16-WM-12: A parcel of land supposed to be owned by Atlantis Iyanough Realty LLC, on the northerly side of Iyannough Road (Route 28) and bounded by the lines described as follows: Beginning at a point bearing N 36°37'35" E and being 53.30 feet distant from station 145+62.70 of the baseline location of the aforesaid November 9, 1932 (Layout No. 2962) State highway layout of Iyannough Road (Route 28) and extends thence N 54°20'50" W 28.03 feet; thence N 36°17'49" E 96.59 feet; thence N 6°41'21" E 16.99 feet; thence N 83°16'18" E 8.86 feet; thence S 52°59'13" E 11.82 feet; thence S 36°14'59" W 111.30 feet; thence S 53°57'15" E

18.20 feet; thence S 37°56'49" W 5.72 feet to the point of beginning; containing about 1,365 square feet.

Easements are hereby taken by the Department in behalf of the Town of Barnstable in the parcels of land hereinafter described and shown on the plan referred to as Parcels 16-WM-8-T, 16-WM-14-T, and 16-WM-15-T for the purpose of providing rights to perform and complete the construction of water main and related appurtenances, and consists of the right to enter upon said land at any time to construct thereon and to use, maintain, repair, and replace said water main and related appurtenances from time to time as may be necessary.

PARCEL 16-WM-8-T: A parcel of land supposed to be owned by Hess Retail Stores LLC, adjoining the location line of Section 2 of the County alteration of Yarmouth Road, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 61°22'50" E and being 30.49 feet distant from station 8+68.94 of the Yarmouth Road baseline, as hereinbefore described, and extends thence, leaving said location line S 66°42'18" E 13.32 feet; thence S 27°51'11" W 14.09 feet; thence N 61°32'38" W 13.41 feet to a point, again on the location line of Section 2 of the County alteration of Yarmouth Road, as hereinbefore described, thence, following said location line N 28°27'03" E 12.89 feet to the point of beginning; containing about 180 square feet.

PARCEL 16-WM-14-T: A parcel of land supposed to be owned by Bodick Nominee Trust, adjoining the location line of Section 4 of the County alteration of Engine House Road, as hereinbefore described, and bounded by the lines described as follows: Beginning at a point on said location line, said point bearing S 46°55'32" E and being 28.37 feet distant from station 0+79.87 of the Engine House Road baseline, as hereinbefore described, and extends thence,

following said location line northeasterly by a curve to the right 75.00 feet radius 7.03 feet; thence, leaving said location line S 53°40'53" E 5.94 feet; thence S 35°57'08" W 6.88 feet; thence N 54°02'52" W 7.21 feet to the point of beginning; containing about 46 square feet.

PARCEL 16-WM-15-T: A parcel of land supposed to be owned by Massachusetts Department of Transportation, within an existing Massachusetts Department of Transportation (MassDOT) Rail Corridor, and bounded by the lines described as follows: Beginning at a point on the southeasterly railroad sideline, at N 2707459.9836, E 992642.0168, and extends thence crossing said Rail Corridor, N 61°17'46" W about 82 feet to a point on the northwesterly railroad sideline; thence, following said railroad sideline northeasterly about 20 feet; thence, leaving said railroad sideline and crossing said Rail Corridor S 61°16'26" E about 83 feet to a point, again on the southeasterly railroad sideline; thence, following said railroad sideline southwesterly about 20 feet to the point of beginning; containing about 1,620 square feet. Said parcel is shown on the plan hereinafter referred to.

Easements are hereby taken in the parcels of land shown on the plan hereinafter referred to as Parcels 16-TE-1, 16-TE-2, 16-TE-5 to 16-TE-14, inclusive, 16-TE-16 to 16-TE-18, inclusive, 16-TE-20, 16-TE-23, 16-TE-24, 16-TE-26, 16-TE-27, 16-TE-31, 16-TE-34 to 16-TE-38, inclusive, for the purpose of effecting the necessary construction within said parcels, and consists of the right to enter upon said land at any time during the effective period of the easements to construct slopes of excavation and/or embankment, driveways and/or walkways, and to perform any other necessary incidental construction. Said easements are temporary in nature and are to be in effect only for a period of five years from the date of recording this instrument.

AIRPORT'S LAND. By its execution hereof, the Massachusetts Department of Transportation agrees, for itself and its successors and assigns, that easements taken in the following parcels: 6-E-15, 16-HL-PUE-1, 16-HS-PUE-1, 16-HS-PUE-2, 16-PUE-4, 16-PUE-8-T, 16-PUE-9-T, 16-PUE-12-T, 16-PUE-13-T, 16-TE-35, 16-TE-37 (collectively referred to as the "Easement Areas") located on land owned by the Town of Barnstable for custody and control by the Barnstable Airport Commission (the "Airport's Land"), are subject to the following conditions:

(a) The Massachusetts Department of Transportation hereby covenants and agrees with the Barnstable Airport Commission, its successors and assigns (the "Airport"), that the Massachusetts Department of Transportation will (i) perform the activities permitted hereunder on the Easement Areas (the "Permitted Activities") in a good and workmanlike manner by qualified contractors, (ii) perform the Permitted Activities on the Easement Areas in compliance with all local, state, and federal statutes, rules, regulations, orders, codes, directives, ordinances and requirements, including, without limitation, those of the Federal Aviation Administration ("FAA") including the grant assurances encumbering the Airport's Land, the Transportation Security Administration of the United States Department of Homeland Security (TSA"), the Airport, and governmental authorities and others with jurisdiction over the Airport's Land, (iii) perform the Permitted Activities only in and upon the Easement Areas, except for such access as may be reasonably necessary to reach the Easement Areas, which access shall also be subject to the requirements in this Section for the Massachusetts Department of Transportation's conduct of the Permitted Activities, (iv) perform the Permitted Activities only in a manner compatible with the adjacent airport use, and (v) obtain all necessary local, state, or federal permits, licenses, and approvals necessary for the Massachusetts Department of Transportation's conduct of the Permitted Activities.

(b) If the Massachusetts Department of Transportation disturbs any surface of the Easement Areas or support of the Airport's Land or any of the improvements or equipment thereon in connection with the exercise of its rights in the Easement Areas, the Massachusetts Department of Transportation shall restore the surface and/or support so disturbed, at the Massachusetts Department of Transportation's expense, to substantially its same condition prior to the Massachusetts Department of Transportation's disturbance thereof promptly upon the Massachusetts Department of Transportation's completion of the Permitted Activities that gave rise to such disturbance. The Massachusetts Department of Transportation will not permit any buildings, structures, or obstructions, or change to or alteration of the grade or ground level of the Easement Areas by excavation or filling that would, in the reasonable judgment of the Airport, interfere with Airport use. The Massachusetts Department of Transportation will not permit any lighting that projects directly upward towards the sky creating a flight safety risk (e.g., downward or horizontally facing lighting, or shielded lighting shall each be permitted).

(c) The Airport shall have the right to relocate any part or parts of the Easement Areas, or the Massachusetts Department of Transportation's facilities located therein, provided that the entire cost of such relocation is borne by the Airport and provided said relocation does not adversely impact the Project (Layout No. 8613 and Order of Taking). The Massachusetts Department of Transportation shall promptly execute and deliver to the Airport all documents reasonably required to affect any such relocation.

(d) It is agreed that for all improvements to be installed within the Easement Areas which remain the property of the Massachusetts Department of Transportation (including, without limitation, sidewalks, signs, and lights), the Massachusetts Department of Transportation will

maintain with respect to the Easement Areas and conduct of the Permitted Activities, at all times that the rights and easements granted hereby remain in effect, insurance coverages of the same amounts and types that are maintained from time to time by the Massachusetts Department of Transportation generally for similar operations.

(e) The Massachusetts Department of Transportation shall be responsible for satisfaction or payment of any perfected liens for any provider of work, labor, materials, or services claiming by, through, or under the Massachusetts Department of Transportation with respect to the conduct of the Permitted Activities and the exercise of the rights granted herein on the Airport's Land. The Massachusetts Department of Transportation shall discharge such perfected liens within thirty (30) days after notice of the filing thereof by bonding, payment, or otherwise, provided that the Massachusetts Department of Transportation may contest, in good faith and by appropriate proceedings, any such liens, but such contest shall not suspend the Massachusetts Department of Transportation's obligation to discharge any such liens.

(f) The Easement Areas described herein are commercial easements in gross for the benefit of the Massachusetts Department of Transportation in behalf of the Town of Barnstable, its successors and assigns, and the parties agree that the Easement Areas shall run with the Airport's Land and shall inure to the benefit of and bind the respective heirs, legal representatives, successors and assigns of the parties hereto.

(g) The Massachusetts Department of Transportation agrees that it shall conduct the Permitted Activities in a manner that will not unreasonably interfere with the operation, use, or occupancy of the Airport's Land or the Easement Areas by the Airport and/or persons claiming by or through the Airport, it being expressly acknowledged that the Massachusetts Department of

Transportation's easements taken herein are in common with the Airport, its contractors, and others to whom the Airport has granted or may hereafter grant similar rights and easements, provided that neither the Airport nor such other grantee shall unreasonably interfere with the Massachusetts Department of Transportation's rights hereunder.

(h) The provisions of this Order as it applies to the Airport Land's are and shall be subject and subordinate to the provisions of any agreement heretofore or hereafter made between (i) the Airport and the United States Government, the execution of which is required to enable or permit transfer of rights or property to the Airport for airport purposes or expenditures of federal grant funds for airport improvement, maintenance or development; and (ii) the Airport and the Commonwealth of Massachusetts, the execution of which is required to enable or permit transfer of rights or property to the Airport for airport purposes or expenditures of state grant funds for airport improvement, maintenance or development.

(i) General Civil Rights Provisions [FAA Guidance Sec. A5.3.2]. The Massachusetts Department of Transportation agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Massachusetts Department of Transportation transfers its obligation to another, the transferee is obligated in the same manner as the Massachusetts Department of Transportation. This provision obligates the Massachusetts Department of Transportation for the period during which the Easement Areas are owned, used or possessed by the Massachusetts Department of Transportation and the Airport remains obligated to the Federal

Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

(j) Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program [FAA Guidance Sec. A6.4.3]. The Massachusetts Department of Transportation for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the Easement Areas described in this Order for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Massachusetts Department of Transportation will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) (as defined in FAA Guidance Sec. A6.4.5) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(k) Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program [FAA Guidance Sec. A6.4.4]. The Massachusetts Department of Transportation for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services

thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Massachusetts Department of Transportation will use the Easement Areas in compliance with all other requirements imposed by or pursuant to the Pertinent List of Nondiscrimination Authorities (as may be amended) (as defined in FAA Guidance Sec. A6.4.5).

The State highway hereby altered and laid out and the sections of Town highway altered and laid out and the sections of County highway altered and laid out and the aforesaid takings are shown on a plan signed by the Chief Engineer and signed by the Massachusetts Department of Transportation, Highway Division and on file in its office, said plan being entitled:

**“MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
PLAN OF ROADS IN THE TOWN OF
BARNSTABLE
BARNSTABLE COUNTY
ALTERED AND LAID OUT AS A STATE HIGHWAY
BY THE MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION, HIGHWAY DIVISION
DATED DECEMBER 31, 2019
SCALE: 20 FEET TO THE INCH (EXCEPT AS NOTED)”**

an original of which is to be recorded with this “Order of Layout and Taking” in the Registry of Deeds for Barnstable County, at Barnstable.

Certain parcels of land included in this Taking are registered land and are shown on the plan hereinafter referred to as Parcels 16-E-3, 16-E-5, 16-E-1-T, 16-HL-PUE-23, 16-HS-3-T, 16-PUE-3, 16-PUE-20, 16-PUE-30, 16-TE-7, 16-TE-24, and 16-TE-26 said land being registered in the Land Court at Boston and recorded in the Registered Land Division of the Registry of Deeds for Barnstable County, at Barnstable, as follows:

<u>PARCEL NO.</u>	<u>SUPPOSED OWNER</u>	<u>L.C.C. NO.</u>	<u>CERT. NO.</u>	<u>DOC. NO.</u>
16-E-3	192 Iyanough Road Condominium standing in the name of Robert E. Baker and Donna Baker, husband and wife As tenants by the entirety as to an undivided ½ interest and Linda T. White, as to an undivided 1/2 interest,	28512	C220	415269 1346723
		Parcel as shown on Plan No. 28512A		
16-E-5	89 Iyanough LLC, a/k/a 89 Iyanough Road LLC	11685	205390	1261770
		Lot No 10 on Plan No 11685-C		
16-E-1-T	Eugene C. Ciccarelli, III as to an undivided ½ interest and Eugene C. Ciccarelli III and Susan C. Evans as Trustees of the Margaret E. Ciccarelli 1999 Trust, as to an undivided 1/2 interest,	36962	212369	1317320
		Parcel shown on Plan No. 36962A		
16-HL-PUE-23	89 Iyanough LLC a/k/a 89 Iyanough Road LLC	11685	205390	1261770
		Lot No 10 on Plan No 11685-C		
16-HS-3-T	Eugene C. Ciccarelli, III, as to an undivided ½ interest Eugene C. Ciccarelli III and and Susan C. Evans as	36962	212369	1317320
		Parcel shown on Plan No. 36962A		

	Trustees of the Margaret E. Ciccarelli 1999 Trust, as to an undivided 1/2 interest,			
16-PUE-3	192 Iyanough Road Condominium standing in the name of Robert E. Baker and Donna Baker husband and wife as Tenants by the entirety as to an undivided 1/2 interest and Linda T. White, as to an undivided 1/2 interest,	28512	C220	415269 1346723
			Parcel as shown on Plan No. 28512A	
16-PUE-20	Hibbard Land Trust LLC	20814	187525	1102778
			Lot A on Plan No. 20814A	
16-PUE-30	Scott P. Gladish, Trustee of Cape Glass Realty Trust	20814	213125	1322884
			Lot B on Plan No. 20814A	
16-TE-7	Eugene C. Ciccarelli, III, As to an undivided 1/2 interest And Eugene C. Ciccarelli III And Susan C. Evans as Trustees Of the Margaret E. Ciccarelli 1999 Trust As to an undivided 1/2 interest,	36962	212369	1317320
			Parcel shown on Plan No. 36962A	
16-TE-24	192 Iyanough Road Condominium standing in the Name of Robert E. Baker And Donna Baker Husband and wife as Tenants by the entirety as to An undivided 1/2 interest and Linda T. White, as to an undivided 1/2 interest	28512	C220	415269 1346723
			Parcel as shown on Plan No. 28512A	
16-TE-26	Hibbard Land Trust LLC	20814	187525	1102778
			Lot A on Plan No. 20814A	

For damages sustained by the following owners in their property by reason of the aforesaid taking, and in accordance with the provisions of General Laws, Chapter 79, Section 6,

as amended, awards are made. The Department reserves the right to amend the awards at any time prior to the payment thereof for good cause shown.

<u>PARCEL NO.</u>	<u>SUPPOSED OWNER</u>	<u>AREA</u>	<u>BOOK</u>	<u>PAGE</u>
16-2	Bodick Nominee Trust	1,777 S.F.	31495	76
16-3	Amerigas Propane, L.P. d/b/a Amerigas Propane Limited Partnership	3,483 S.F.	9670	9
16-4	Gas Incorporated	864 S.F.	1209	558
16-5	Massachusetts Department of Transportation	2,032 S.F.	3498	92
16-6	153 Realty, LLC	1,160 S.F.	27640	73
16-7	Constance Tracy	1,380 S.F.	5661	149
16-8	We're Here Realty Trust	977 S.F.	5661	152
16-9	Mihanaz Realty Trust	907 S.F.	22371	174
16-10	101 Iyanough Condominium	1,486 S.F.	5129	121
16-19	Massachusetts Department of Transportation	980 S.F.	3498	92
16-20	Atlantis Iyanough Realty LLC	836 S.F.	25973	311
16-29	Carlin Comer, LLC	877 S.F.	30657	176
16-32	89 Iyanough LLC, a/k/a 89 Iyanough Road LLC	222 S.F.	28598	253
16-A	GEMAC, Inc.	36,194 S.F.	8255	87
16-E-3	192 Iyanough Road Condominium standing in the name of Robert E. Baker and Donna Baker husband and wife as tenants by the entirety, as to an undivided 1/2 interest, and Linda T. White, as to an undivided 1/2	285 S.F.	Registered	Land

	interest			
16-E-5	89 Iyanough LLC, a/k/a 89 Iyanough Road, LLC	1 S.F.	Registered	Land
16-E-14	Hess Retail Stores LLC	1,070 S.F.	28253	164
16-E-15	Town of Barnstable (Airport)	55 S.F.	17756	164
16-1-T	140 Yarmouth Road Limited Liability Company	1,981 S.F.	20661	278
16-3-T	ALJ Realty Corporation	974 S.F.	30109	323
16-4-T	Richard G. Mahoney and Maureen J. Mahoney	978 S.F.	27072	337
16-5-T	153 Realty, LLC	534 S.F.	27640	73
16-8-T	Carlin Corner, LLC	1,757 S.F.	30657	176
16-E-1-T	Eugene C. Ciccarelli, III as to an undivide ½ interest and Eugene C. Ciccarelli III and Susan C. Evans, as Trustees of the Margaret E. Ciccarelli 1999 Trust, as to an undivided 1/2 interest	280 S.F.	Registered	Land
16-6-C	John R. Robichaud and James Francis Robichaud	268 S.F.	21662	298
16-7-C	Town of Barnstable	2,037 S.F.	17454	73
16-8-C	D and S MacDonald Family Trust	148 S.F.	6527	149
16-9-C	Sunrise Nominee Trust	7 S.F.	27837	158
16-10-C	Bodick Nominee Trust	1,000 S.F.	31495	76
16-11-C	Nine Engine House Road Condominium	591 S.F.	18595	311
16-12-C	Ridgewood Avenue	470 S.F.	9605	15

	Limited Partnership a/k/a Ridgewood Avenue, LLC			
16-13-C	Town of Barnstable	76 S.F.	20708	330
16-E-1-C	Hess Retail Stores LLC	328 S.F.	28253	164
16-1-RC-MDOT	Atlantis Iyanough Realty LLC	9,405 S.F.	25973	311
16-2-RC-MDOT	Gas Incorporated	5,523 S.F.	1209	558
16-D-1-F	Mary Therese Gallagher, Mary Margaret Ragosa, Mary Julia Powers, a/k/a Mary Julia Powers Skwar, And Mary Elizabeth Powers a/k/a Mary Elizabeth Powers Morrison as to an undivided 1/2 interest, and Henry L. Murphy, Jr. and John Douglas Murphy a/k/a J. Douglas Murphy, Trustees of a Trust dated January 9, 1982 and recorded with Barnstable County Registry of Deeds, Book 4905, Page 93, as to an undivided 1/2 interest	1,894 S.F.	811 3104 4905	438 438 93
16-D-2-F	Eila S. Desrocher, Katri K. Korpela a/k/a Katri K. Mullaly and Korpela Revocable Education Trust Barnstable Probate No. BA15P0388EA	34,162 S.F.	3088 16452	170 170
16-D-2-T	Town of Barnstable	2,777 S.F.	20708	330
16-D-11-T	Town of Barnstable	535 S.F.	17454	73
16-D-PUE-1	Eila S. Desrocher, Katri K. Korpela n/k/a Katri K. Mullaly and Korpela Revocable Education Trust Barnstable Probate No. BA15P0388EA	12,294 S.F.	3088 16452	170 170
16-HL-PUE-1	Town of Barnstable (Airport)	786 S.F.	17756	164
16-HL-PUE-2	Luke Cyr and Alec Mitsis	33 S.F.	29259	44

16-HL-PUE-3	Cape Glass Realty Trust	115 S.F.	30539	257
16-HL-PUE-5	B & A Fournier Realty, Inc. a/k/a H & B Petroleum, Inc.	113 S.F.	3115	63
16-HL-PUE-6	Hess Retail Stores LLC	23 S.F.	28253	164
16-HL-PUE-7	153 Realty, LLC	34 S.F.	27640	73
16-HL-PUE-8	Mihanaz Realty Trust	38 S.F.	22371	174
16-HL-PUE-9	101 Iyanough Condominium	38 S.F.	5129	121
16-HL-PUE-22	Hess Retail Stores LLC	47 S.F.	28253	164
16-HL-PUE-23	89 Iyanough LLC, a/k/a 89 Iyanough Road LLC	45 S.F.	Registered	Land
16-HL-PUE-24	Atlantis Iyanough Realty LLC	703 S.F.	25973	311
16-HL-PUE-1-T	Richard G. Mahoney and Maureen J. Mahoney	20 S.F.	27072	337
16-HL-PUE-2-T	ALJ Realty Corporation	21 S.F.	30109	323
16-HL-PUE-4-T	Carlin Corner, LLC	20 S.F.	30657	176
16-HS-1	Hess Retail Stores LLC	50 S.F.	28253	164
16-HS-2	153 Realty, LLC	50 S.F.	27640	73
16-HS-2-T	140 Yarmouth Road Limited Liability Company	45 S.F.	20661	278
16-HS-3-T	Eugene C. Ciccarelli, III as to An undivided ½ interest and Eugene C. Ciccarelli and Susan C. Evans, as Trustees of the Margaret E. Ciccarelli 1999 Trust, as to an undivided 1/2 interest	42 S.F.	Registered	Land
16-HS-4-T	Richard G. Mahoney and Maureen J. Mahoney	50 S.F.	27072	337

16-HS-5-T	153 Realty, LLC	46 S.F.	27640	73	
16-HS-PUE-1	Town of Barnstable (Airport)	38 S.F.	17756	164	
16-HS-PUE-2	Town of Barnstable (Airport)	50 S.F.	17756	164	
16-PUE-2	The James Stephen Resort Village Condominium	85 S.F.	3336	110	
16-PUE-3	192 Iyanough Road Condominium standing in the name of Robert E. Baker and Donna Baker, husband and wife as tenants by the entirety as to an undivided 1/2 interest, and Linda T. White, as to an undivided 1/2 interest	692 S.F.	Registered	Land	
16-PUE-4	Town of Barnstable (Airport)	1,533 S.F.	517	176	
16-PUE-6	PB&C Series, LLC	976 S.F.	18088	54	
16-PUE-7	Luke Cyr and Alec Mitsis	421 S.F.	29259	44	
16-PUE-19	Eila S. Desrocher, Katri K. Korpela a/k/a Katri K. Mullaly and Korpela Revocable Education Trust	35 S.F.	3088 16452	170 170	
					Barnstable Probate No. BA15P0388EA
16-PUE-20	Hibbard Land Trust LLC	804 S.F.	Registered	Land	
16-PUE-21	Hyannis Series One, LLC a/k/a Hyannis Series, LLC	382 S.F.	28924	23	
16-PUE-24	Bodick Nominee Trust	3,129 S.F.	31495	76	
16-PUE-25	Amerigas Propane, L.P. d/b/a Amerigas Propane Limited Partnership	1,931 S.F.	9670	9	
16-PUE-27	B & A Fournier Realty, Inc. a/k/a H & B Petroleum, Inc.	367 S.F.	3115	63	

16-PUE-28	Cape Glass Realty Trust	434 S.F.	30539	257
16-PUE-29	Carlin Corner, LLC	707 S.F.	30657	176
16-PUE-30	Scott P. Gladish, Trustee of Cape Glass Realty Trust	32 S.F.	Registered	Land
16-PUE-1-T	140 Yarmouth Road Limited Liability Company	513 S.F.	20661	278
16-PUE-2-T	Massachusetts Department of Transportation	369 S.F.	3498	92
16-PUE-3-T	Massachusetts Department of Transportation	681 S.F.	3498	92
16-PUE-4-T	Town of Barnstable	116 S.F.	19847	223
16-PUE-5-T	Town of Barnstable	65 S.F.	19847	223
16-PUE-6-T	Town of Barnstable	724 S.F.	20708	330
16-PUE-7-T	Massachusetts Department of Transportation	1,242 S.F.	3498	92
16-PUE-8-T	Town of Barnstable (Airport)	2,243 S.F.	3441	4
16-PUE-9-T	Town of Barnstable (Airport)	3,774 S.F.	592	83
16-PUE-10-T	John R. Robichaud and James Francis Robichaud	812 S.F.	21662	298
16-PUE-12-T	Town of Barnstable (Airport)	1,367 S.F.	3441	4
16-PUE-13-T	Town of Barnstable (Airport)	217 S.F.	3536	336
16-PUE-14-T	Town of Barnstable	3,165 S.F.	20708	330
16-PUE-17-T	Hess Retail Stores LLC	271 S.F.	28253	164

16-PUE-18-T	D and S MacDonald Family Trust	310 S.F.	6527	149
16-PUE-19-T	Town of Barnstable	4,346 S.F.	17454	73
16-PUE-23-T	Carlin Corner, LLC	541 S.F.	30657	176
16-WM-4	Gas Incorporated	170 S.F.	1209	558
16-WM-6	Massachusetts Department of Transportation	1,300 S.F.	3498	92
16-WM-9	101 Iyanough Condominium	11 S.F.	5129	121
16-WM-10	153 Realty, LLC	46 S.F.	27640	73
16-WM-11	Mihanaz Realty Trust	25 S.F.	22371	174
16-WM-12	Atlantis Iyanough Realty LLC	1,365 S.F.	25973	311
16-WM-8-T	Hess Retail Stores LLC	180 S.F.	28253	164
16-WM-14-T	Bodick Nominee Trust	46 S.F.	31495	76
16-WM-15-T	Massachusetts Department of Transportation	1,620 S.F.	3498	92
16-TE-1	Bodick Nominee Trust	983 S.F.	31495	76
16-TE-2	Amerigas Propane, L.P. d/b/a Amerigas Propane Limited Partnership	147 S.F.	9670	9
16-TE-5	Carlin Corner, LLC	683 S.F.	30657	176
16-TE-6	140 Yarmouth Road Limited Liability Company	986 S.F.	20661	278
16-TE-7	Eugene C. Ciccarelli, III as to an undivided ½ interest and Eugene C. Ciccarelli III and Susan C. Evans, as Trustees of the Margaret E. Ciccarelli 1999 Trust, as to an undivided 1/2 interest	671 S.F.	Registered	Land
16-TE-8	ALJ Realty Corporation	912 S.F.	30109	323

16-TE-9	Richard G. Mahoney and Maureen J. Mahoney	1,389 S.F.	27072	337
16-TE-10	153 Realty, LLC	1,697 S.F.	27640	73
16-TE-11	Constance Tracy	982 S.F.	5661	149
16-TE-12	We're Here Realty Trust	747 S.F.	5661	152
16-TE-13	Mihanaz Realty Trust	757 S.F.	22371	174
16-TE-14	101 Iyanough Condominium	1,351 S.F.	5129	121
16-TE-16	Hess Retail Stores LLC	4,331 S.F.	28253	164
16-TE-17	D and S MacDonald Family Trust	835 S.F.	6527	149
16-TE-18	Sunrise Nominee Trust	828 S.F.	27837	158
16-TE-20	B & A Fournier Realty, Inc. n/k/a H & B Petroleum, Inc.	70 S.F.	3115	63
16-TE-23	89 Iyanough LLC, a/k/a 89 Iyanough Road LLC	495 S.F.	28598	253
16-TE-24	192 Iyanough Road Condominium, standing in the name of Robert E. Baker and Donna Baker, husband and wife as tenants by the entirety, as to an undivided 1/2 interest, and Linda T. White, as to an undivided 1/2 interest	735 S.F.	Registered	Land
16-TE-26	Hibbard Land Trust LLC	2,638 S.F.	Registered	Land
16-TE-27	Hyannis Series One, LLC a/k/a Hyannis Series, LLC	1,100 S.F.	28924	23
16-TE-31	Carlin Corner, LLC	1,769 S.F.	30657	176
16-TE-34	Atlantis Iyanough Realty LLC	2,560 S.F.	25973	311
16-TE-35	Town of Barnstable (Airport)	826 S.F.	3999	91
16-TE-36	Ridgewood Avenue Limited Partnership n/k/a Ridgewood Avenue, LLC	522 S.F.	9605	15
16-TE-37	Town of Barnstable	32,493 S.F.	592	83

(Airport)

16-TE-38	Nine Engine House Road Condominium	284 S.F.	18595	311
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The names of the owners herein given, although supposed to be correct, are such only as matters of opinion and belief.

It is therefore

DECLARED: That said way as altered, as described herein, and as described and shown on said plan, be and the same is hereby laid out and taken charge of by the Commonwealth subject to the conditions provided herein; that the Massachusetts Department of Transportation shall file in the office of the County Commissioners of the County, or their successors, if any, and in the office of the Town Clerk of the Town in which said way is located, certified copies of said plan and of this certificate, signed by the Director, Right of Way Bureau, attesting that said Department has laid out and taken charge of said way as altered in accordance with said plan and subject to the conditions provided herein, together with a copy of this adjudication.

It is acknowledged and agreed that title to the Airport's Land shall remain in the Town of Barnstable for the custody and control of the Airport.

It is also,

DECLARED: That the Secretary to the Massachusetts Department of Transportation, be and hereby is instructed to file in the office of the County Commissioners of said County, or their successors, if any, and in the office of the Town Clerk of the Town in which said way is located, certified copies of said plan and of this certificate, signed by the Director, Right of Way Bureau attesting that said Department has laid out said sections of Town way in accordance with said plan.

Dated at Boston this thirty-first day of December, 2019



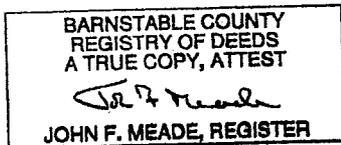
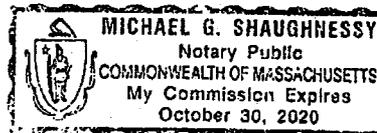
JOHN DELEIRE
MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION
DIRECTOR, RIGHT OF WAY BUREAU

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 31 day of December 2019, before me, the undersigned notary public, personally appeared John DeLeire, the Director, Right of Way Bureau for the Massachusetts Department of Transportation, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned.

Michael G. Shaughnessy
Notary Public
My commission expires: 10/30/20



BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register

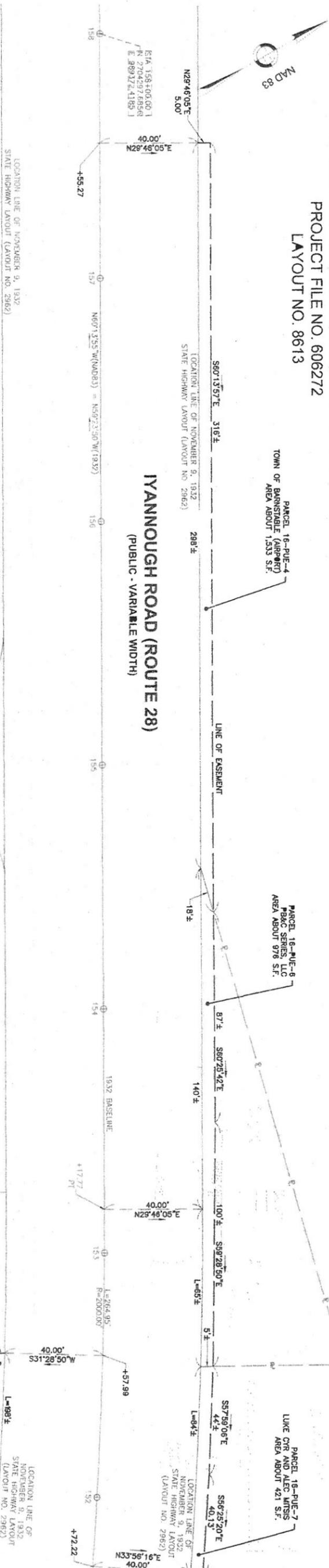
BARNSTABLE-2020 ALTERATION-SHEET 1 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613

PARCEL 16-PUE-4
 TOWN OF BARNSTABLE (AIRPORT)
 AREA ABOUT 1,533 S.F.

PARCEL 16-PUE-6
 PASC SERIES, LLC
 AREA ABOUT 976 S.F.

PARCEL 16-PUE-7
 LUKE CTR AND ALEC MTRIS
 AREA ABOUT 421 S.F.

RYANNOUGH ROAD (ROUTE 28)
 (PUBLIC - VARIABLE WIDTH)



CONTINUED ON SHEET NO. 2

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



S. Walker
 SPARKMAN WAKA, P.L.L.C. # 51616

12-19-19
 DATE

1949 COUNTY LAYOUT
 VARIABLE WIDTH
 ROAD
 ENGINE HOUSE



massDOT

- NOTES:
- 1) THE EXISTING MONUMENTATION SHOWN ON THIS PLAN AND THE LOCATION OF THE EXISTING LAYOUT LINES ARE FROM A SURVEY BASEPLAN PERFORMED BY GREEN INTERNATIONAL AFFILIATES, INC. BETWEEN MAY 19, 2014 AND JULY 18, 2014 USING CONTROL PROVIDED BY MASSDOT.
 - 2) THE STATE HIGHWAY LAYOUT SHOWN ON THIS PLAN IS TIED TO THE PROPERTY LINES SURVEYED BY GREEN INTERNATIONAL AFFILIATES, INC.

THIS CERTIFIES THAT THE SECTIONS OF ROAD MARKED ON THIS PLAN "COUNTY ALTERATION" WERE LAID OUT IN BEHALF OF THE COUNTY OF BARNSTABLE BY THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION ON DECEMBER 31, 2019 UNDER AUTHORITY OF CHAPTER 6C AND CHAPTER 81 SECTION 29A OF THE GENERAL LAWS.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
 DIRECTOR, RIGHT OF WAY BUREAU

THIS CERTIFIES THAT THE SECTIONS OF ROAD MARKED ON THIS PLAN "TOWN ALTERATION" WERE LAID OUT IN BEHALF OF THE TOWN OF BARNSTABLE BY THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION ON DECEMBER 31, 2019 UNDER AUTHORITY OF CHAPTER 6C AND CHAPTER 81 SECTION 7A OF THE GENERAL LAWS.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
 DIRECTOR, RIGHT OF WAY BUREAU

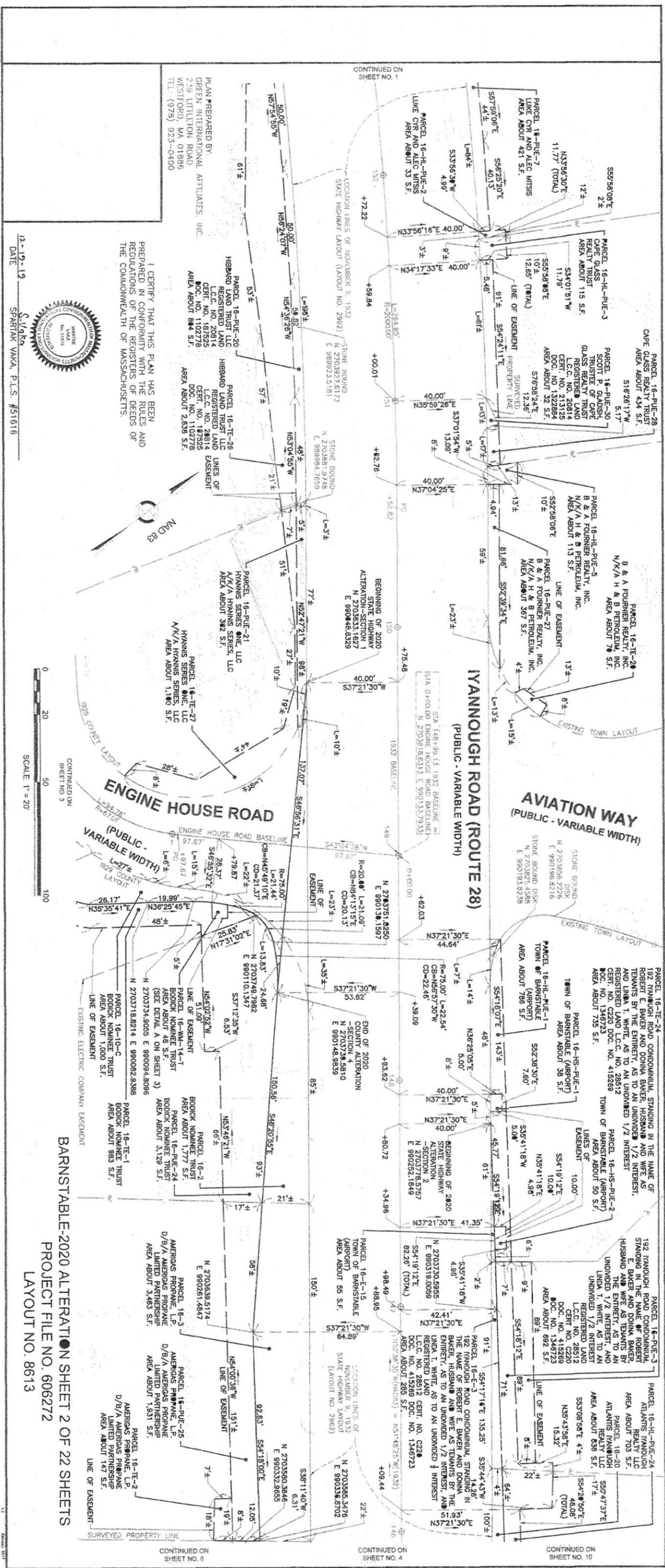
THIS CERTIFIES THAT THE LOCATIONS OF THE STATE HIGHWAY HAVE BEEN ALTERED AS SHOWN ON THIS PLAN AND THAT SAID HIGHWAY AS ALTERED WERE LAID OUT AND TAKEN CHARGE OF AS A STATE HIGHWAY BY THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION ON DECEMBER 31, 2019 IN ACCORDANCE WITH CHAPTER 6C AND CHAPTER 81 OF THE GENERAL LAWS.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
 DIRECTOR, RIGHT OF WAY BUREAU

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
 PLAN OF ROADS IN THE TOWN OF
BARNSTABLE
 BARNSTABLE COUNTY
 ALTERED AND LAID OUT AS A STATE HIGHWAY
 BY THE MASSACHUSETTS DEPARTMENT OF
 TRANSPORTATION, HIGHWAY DIVISION
 DECEMBER 31, 2019
 SCALE: 20 FEET TO THE INCH (EXCEPT AS NOTED)

Thomas R. D. Pals, P.E.
 CHIEF ENGINEER
 LAYOUT NO. 8613

PLAN PREPARED BY:
 GREEN INTERNATIONAL AFFILIATES, INC.
 239 LITTLETON ROAD
 WESTFORD, MA 01886
 TEL: (978) 922-0400



PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

S. Vokos
DATE 12-19-19 SPARTAK VAKA, P.L.S. #51616

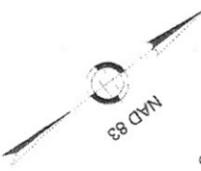


SCALE 1" = 20'

0 20 50 100

BARNSTABLE 2020 ALTERATION SHEET 2 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613

CONTINUED ON SHEET NO. 1
CONTINUED ON SHEET NO. 3
CONTINUED ON SHEET NO. 4
CONTINUED ON SHEET NO. 10

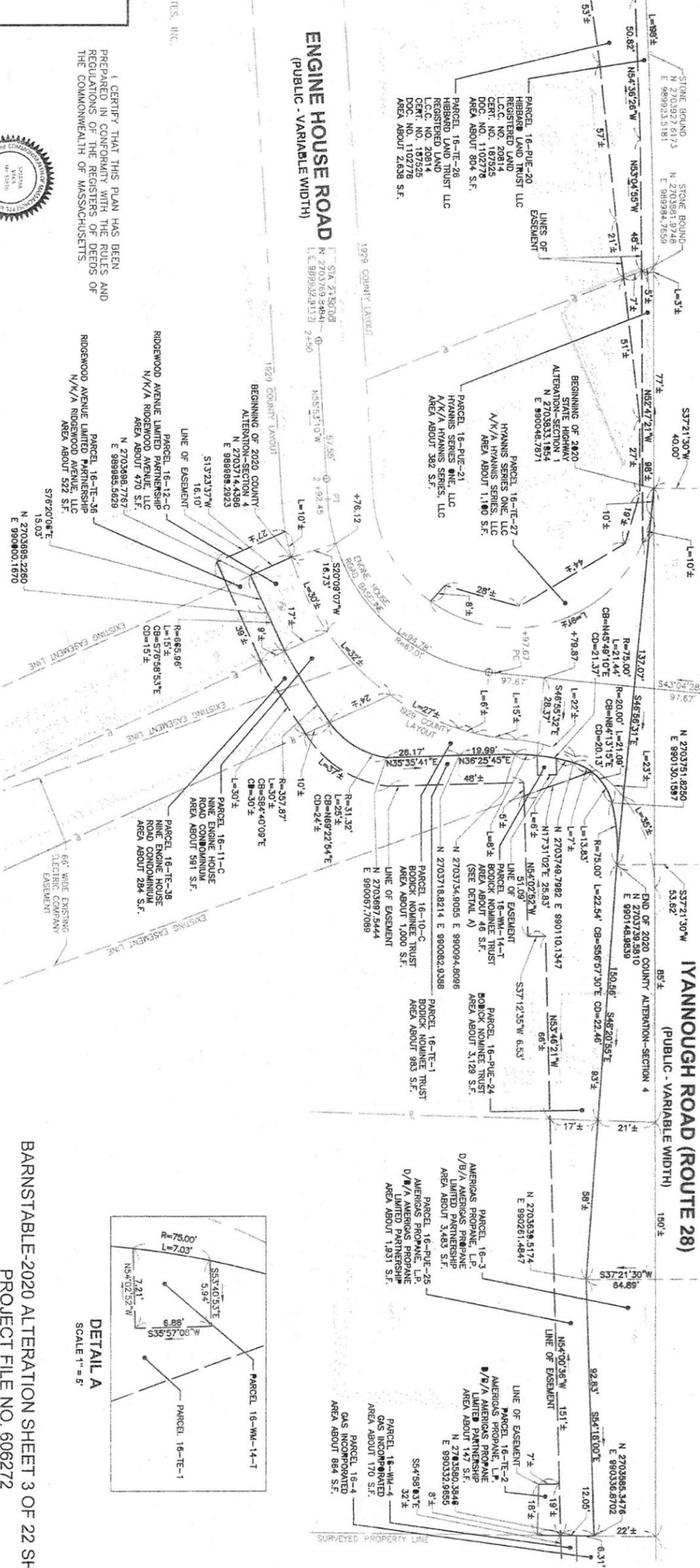


CONTINUED ON SHEET NO. 1

CONTINUED ON SHEET NO. 2

RYANNOUGH ROAD (ROUTE 28) (PUBLIC - VARIABLE WIDTH)

ENGINE HOUSE ROAD (PUBLIC - VARIABLE WIDTH)



CONTINUED ON SHEET NO. 5

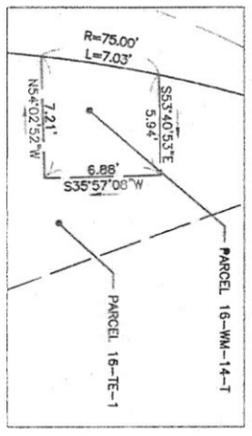
CONTINUED ON SHEET NO. 4

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

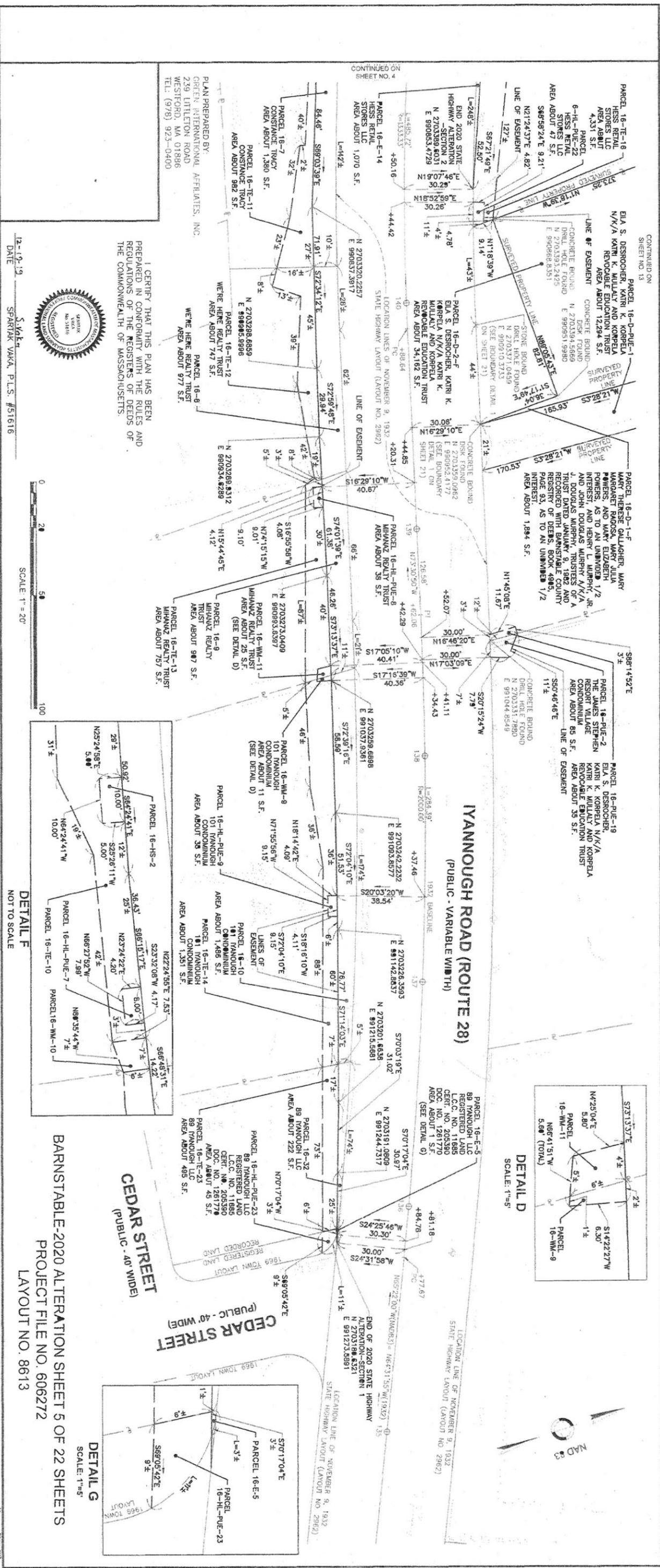
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF THE COMMONWEALTH OF MASSACHUSETTS.



S. Vada
DATE 12-19-19 SPARTAK VAKA, P.L.S. #51616



BARNSTABLE-2020 ALTERATION SHEET 3 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613



CONTINUED ON SHEET NO. 13

CONTINUED ON SHEET NO. 4

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF THE COMMONWEALTH OF MASSACHUSETTS.

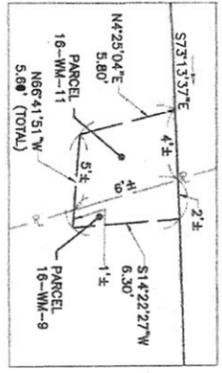


DATE: 12-19-19
SPARTAK VAKA, P.L.S. #51616

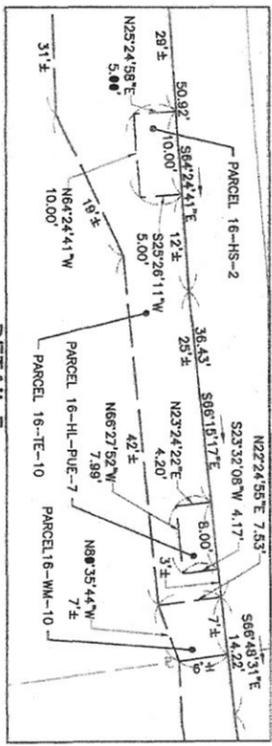
SCALE: 1" = 20'

SCALE: 1" = 5'

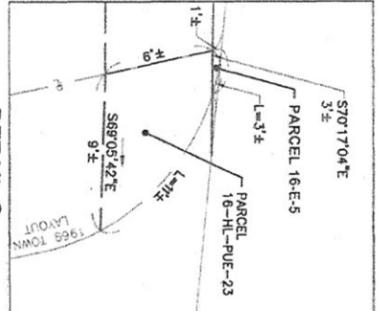
SCALE: 1" = 5'



DETAIL D
SCALE: 1" = 5'



DETAIL F
NOT TO SCALE



DETAIL G
SCALE: 1" = 5'

NAD 83

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

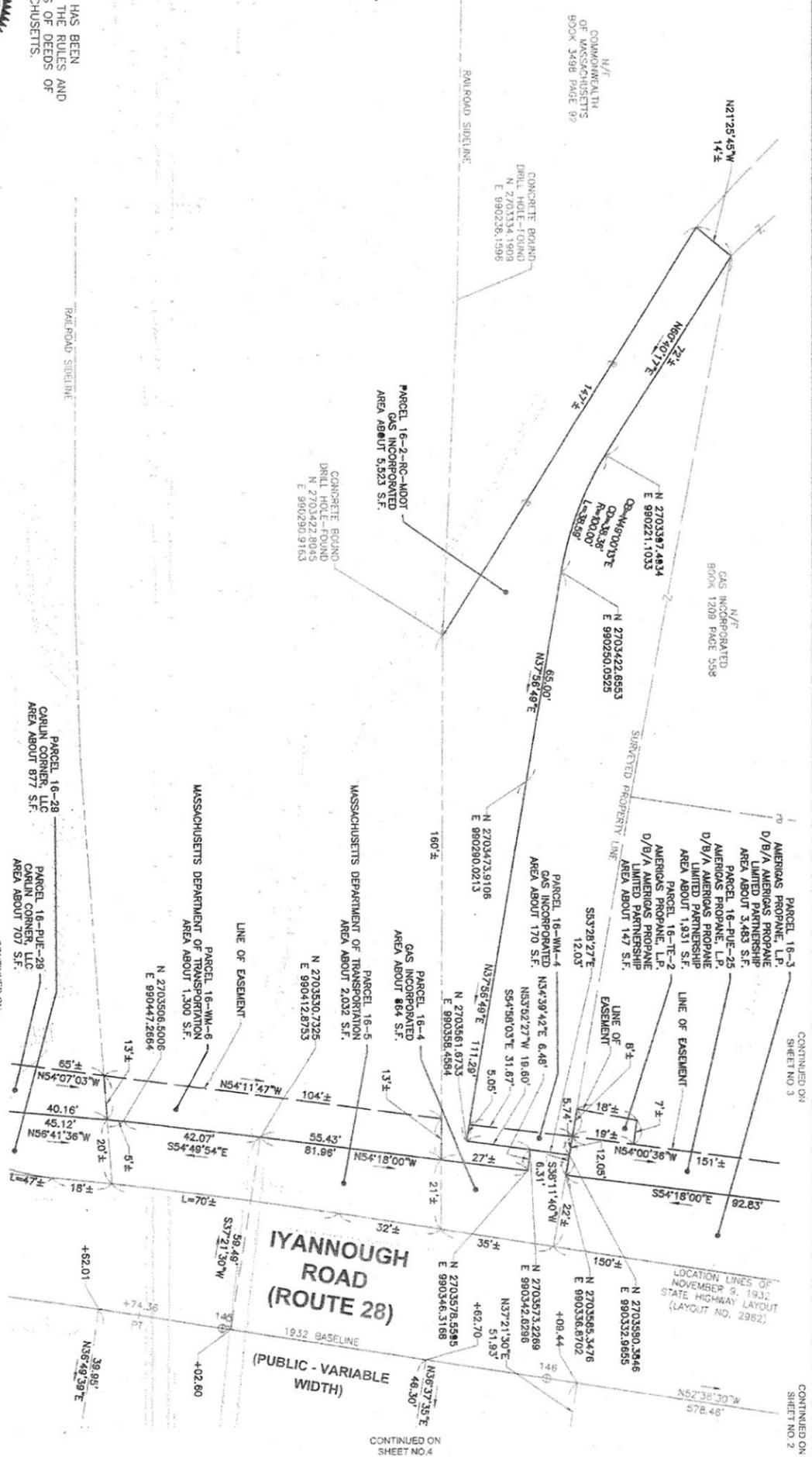
I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMITY WITH THE RULES AND
REGULATIONS OF THE REGISTERS OF
THE COMMONWEALTH OF MASSACHUSETTS.



DATE 12-19-19
S. VAKA
SPARTAK VAKA, P.L.S. #51616



CONTINUED ON SHEET NO. 7
BARNSTABLE-2020 ALTERATION SHEET 6 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613



CONTINUED ON SHEET NO. 3

CONTINUED ON SHEET NO. 2

CONTINUED ON SHEET NO. 4

NAD 83

CONTINUED ON SHEET NO. 9

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

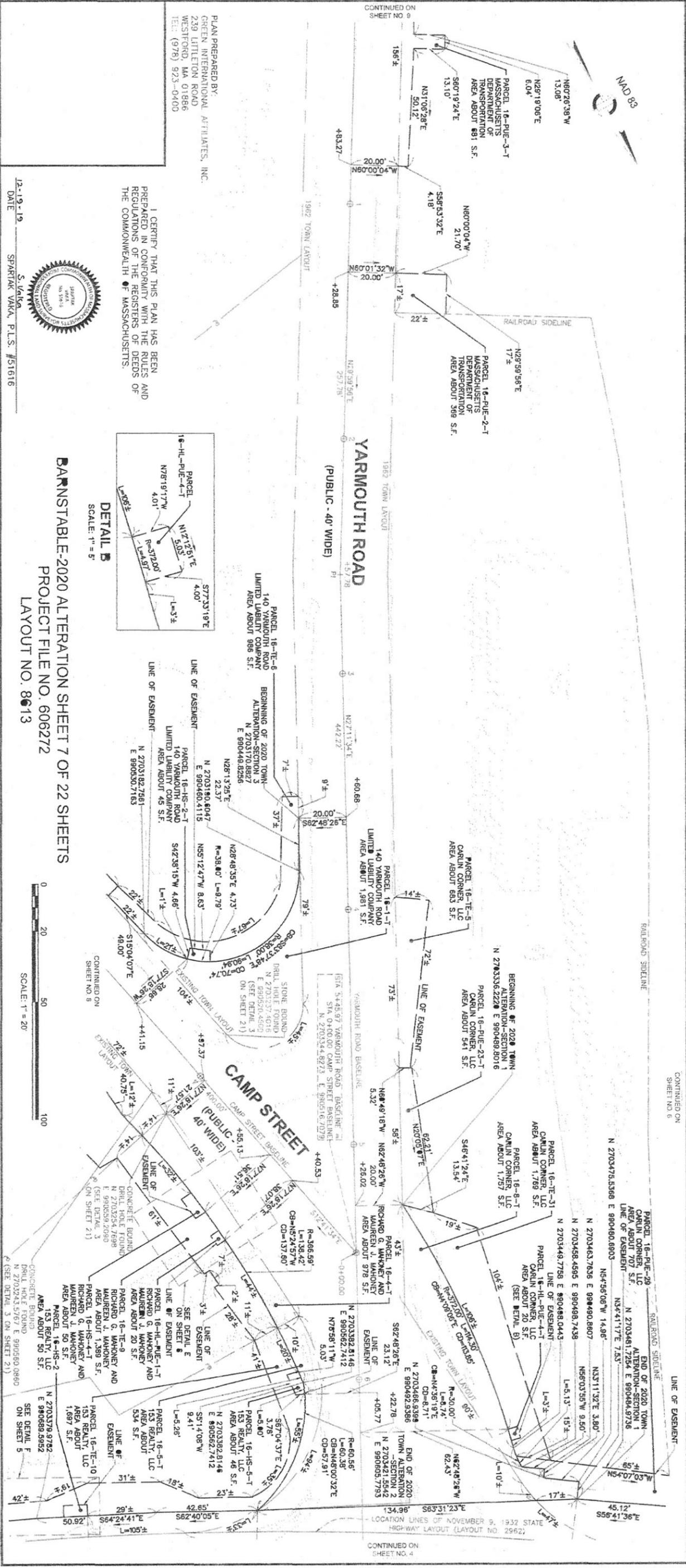


S. VARKA
SPARTAK VARKA, P.L.S. #51616
DATE 12-19-19

BARNSTABLE-2020 ALTERATION SHEET 7 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613

DETAIL B
SCALE: 1" = 5'

SCALE: 1" = 20'

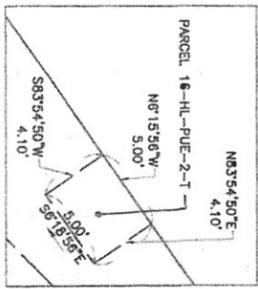


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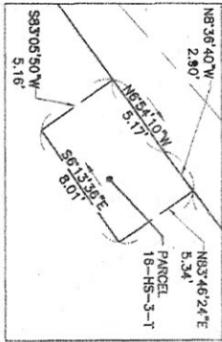
CONTINUED ON SHEET NO. 4

LOCATION LINES OF NOVEMBER 9, 1932 STATE HIGHWAY LAYOUT (LAYOUT NO. 2952)

NAD 83



DETAIL I
SCALE: 1" = 5'



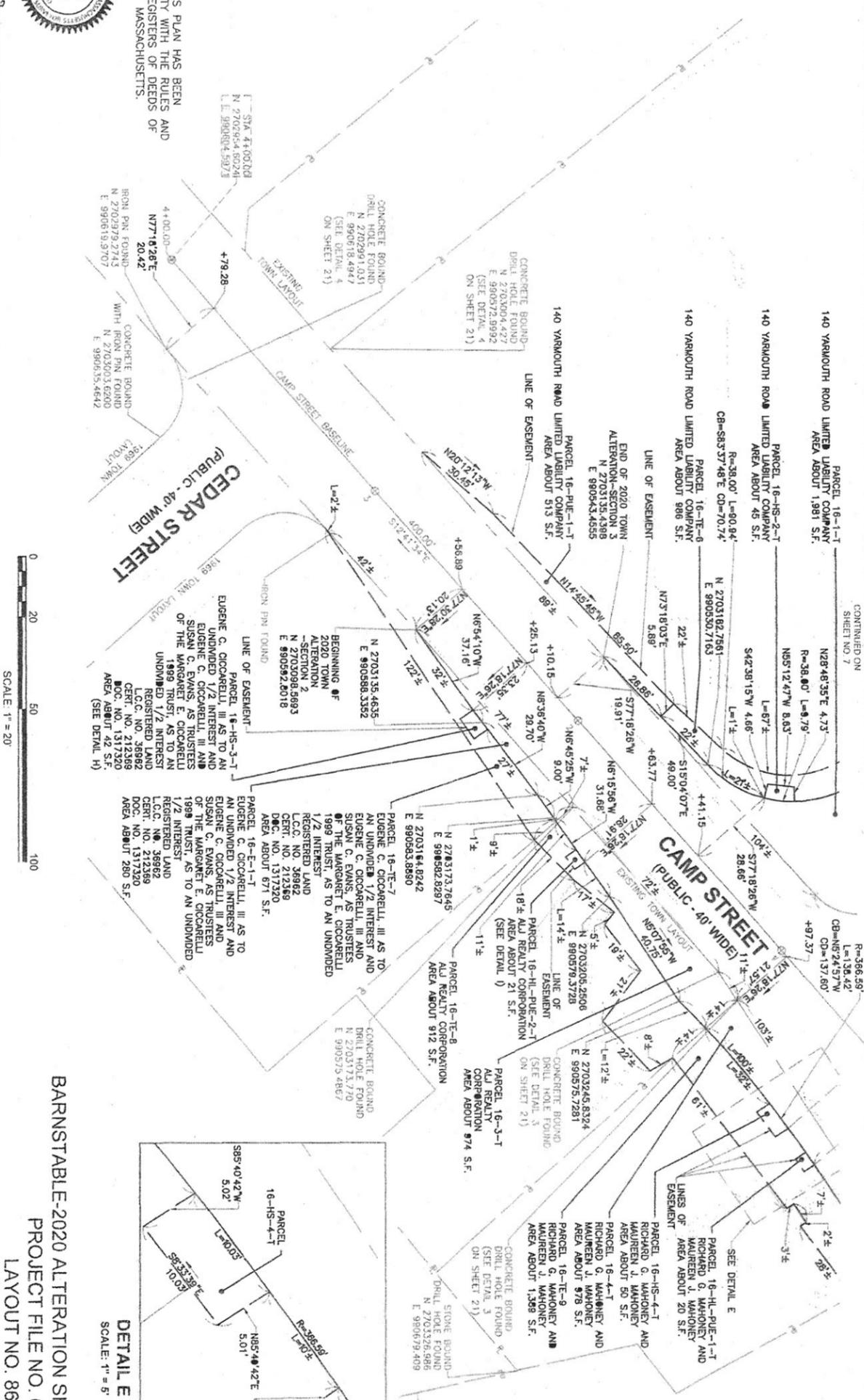
DETAIL H
SCALE: 1" = 5'

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMITY WITH THE RULES AND
REGULATIONS OF THE REGISTERS OF DEEDS OF
THE COMMONWEALTH OF MASSACHUSETTS.



DATE: 12-13-19
SPARTAK VAKA, P.L.S. #51616

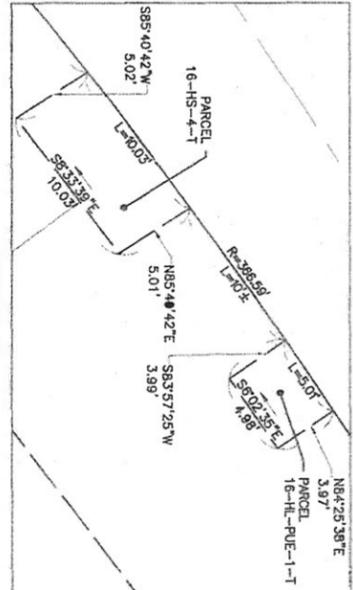


CONTINUED ON
SHEET NO. 7

CONTINUED ON
SHEET NO. 4

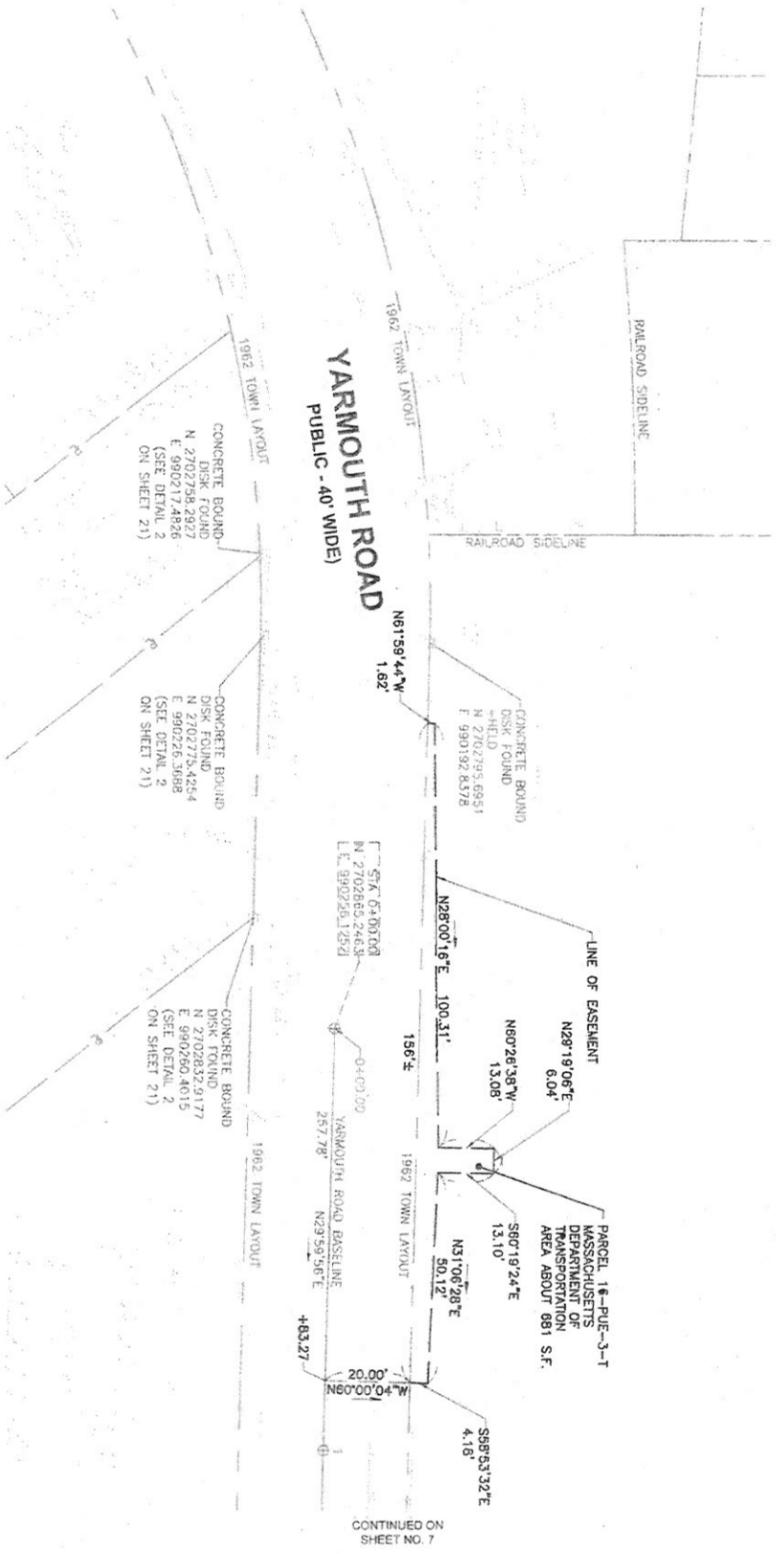


BARNSTABLE-2020 ALTERATION SHEET 8 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613



DETAIL E
SCALE: 1" = 5'

BARNSTABLE 2020 ALTERATION SHEET 9 OF 22 SHEETS
 PROJECT FILE NO. 606272
 LAYOUT NO. 8613



PLAN PREPARED BY:
 GREEN INTERNATIONAL AFFILIATES, INC.
 239 LITTLETON ROAD
 WESTFORD, MA 01886
 TEL: (978) 923-0430

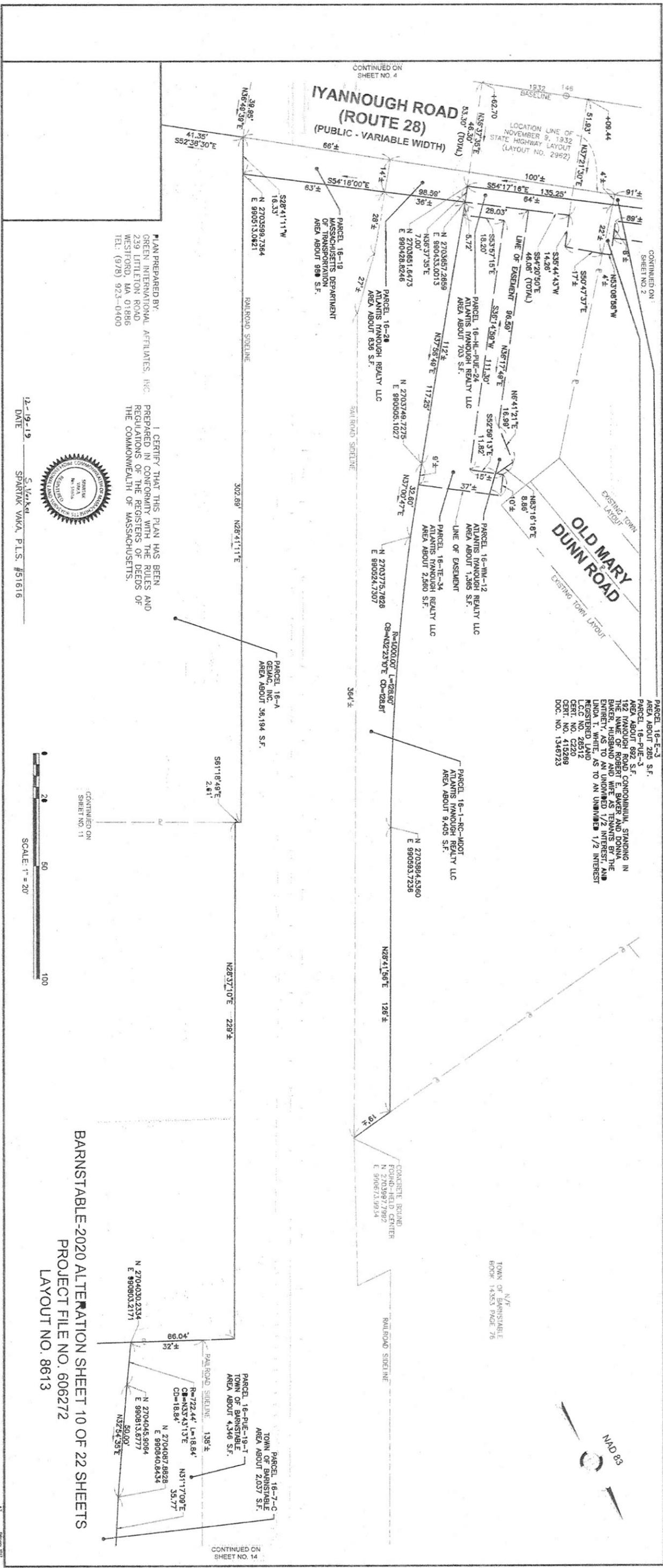


I CERTIFY THAT THIS PLAN HAS BEEN
 PREPARED IN CONFORMITY WITH THE RULES AND
 REGULATIONS OF THE REGISTRARS OF DEEDS OF
 THE COMMONWEALTH OF MASSACHUSETTS.



S. Yaka
 DATE 12-19-19 SPARTAK YAKA, P.L.S. #51616

CONTINUED ON
 SHEET NO. 7



CONTINUED ON SHEET NO. 4

CONTINUED ON SHEET NO. 2

PARCEL 16-E-3
AREA ABOUT 289 S.F.

PARCEL 16-PUE-3
AREA ABOUT 692 S.F.

192 IYANNOUGH ROAD CONDOMINIUM, STANDING IN THE NAME OF ROBERT E. BAKER AND SHARON M. BAKER, TRUSTEES, AND 1/2 INTEREST IN THE ENTIRETY, AS TO AN UNDIVIDED 1/2 INTEREST AND LINDA T. WHITE, AS TO AN UNDIVIDED 1/2 INTEREST REGISTERED LAND L.C.C. NO. 28512 CERT. NO. 413289 DOC. NO. 1348723

IYANNOUGH ROAD (ROUTE 28)
(PUBLIC - VARIABLE WIDTH)

OLD MARY DUNN ROAD

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
259 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



12-19-19 DATE
S. Walker
SPARTAK VAKA, P.L.S. #51616



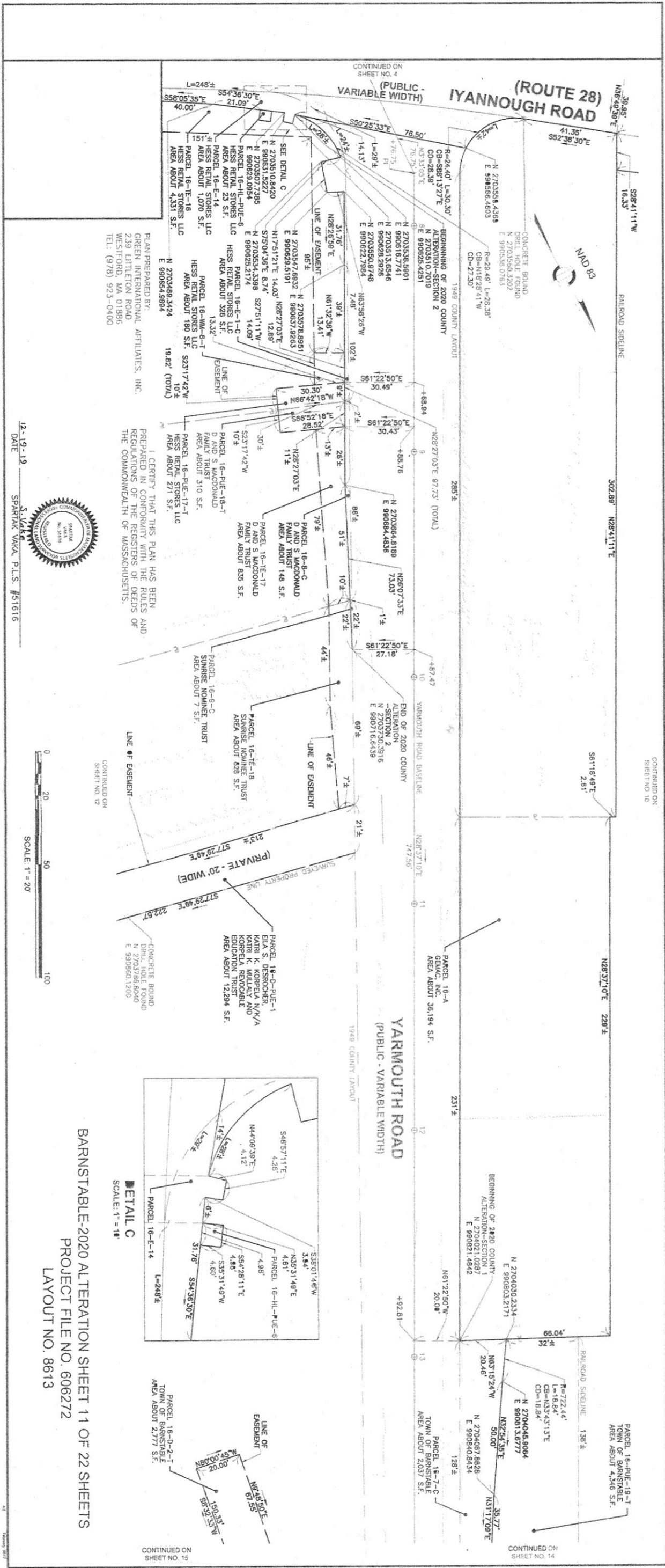
BARNSTABLE-2020 ALTERATION SHEET 10 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613

CONTINUED ON SHEET NO. 14

CONTINUED ON SHEET NO. 11

N/E
TOWN OF BARNSTABLE
BOOK 14553 PAGE 76

NAD 83

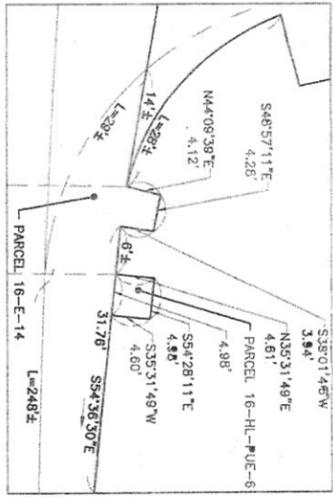
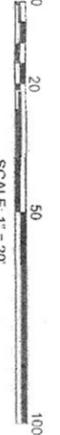


PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE WITH THE RULES AND
REGULATIONS OF THE REGISTERS OF
THE COMMONWEALTH OF MASSACHUSETTS.



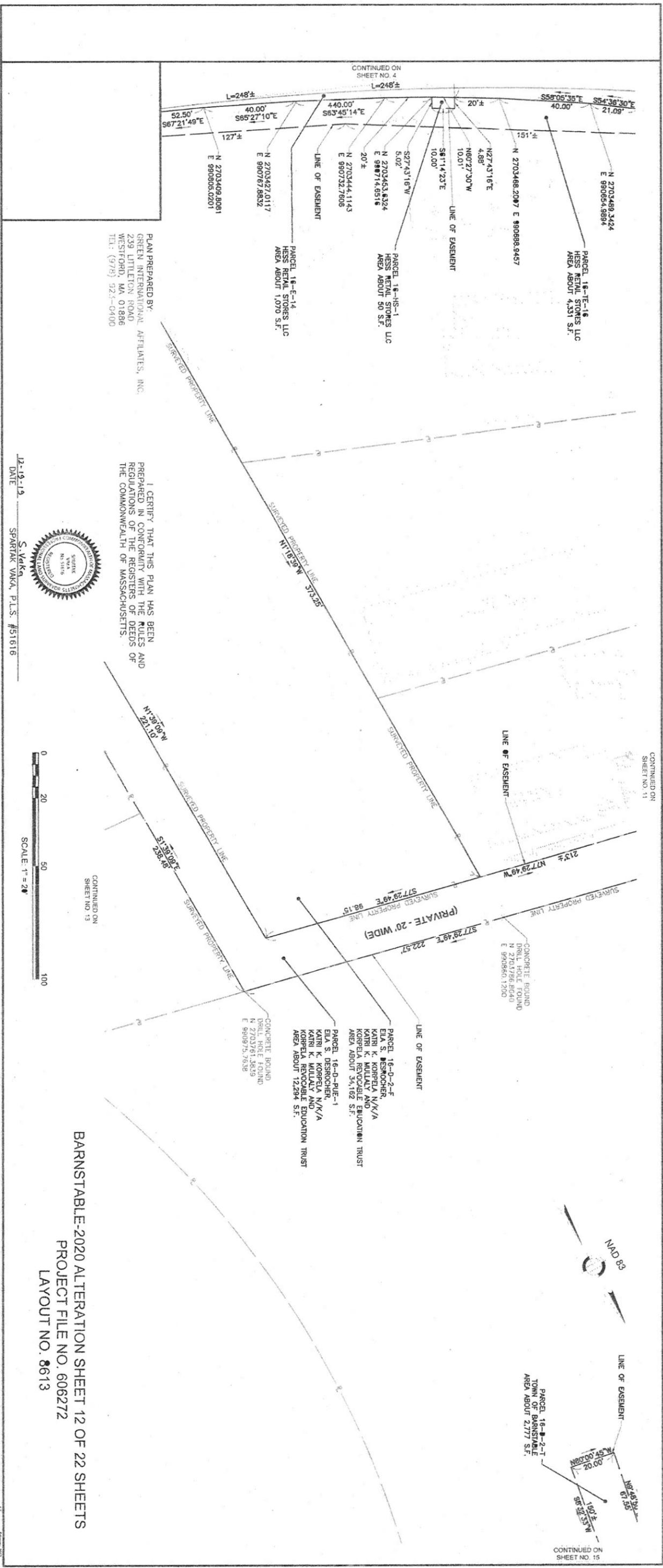
DATE: 12-19-19
SPARTAK VAKA, P.L.S. #51616



BARNSTABLE-2020 ALTERATION SHEET 11 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613

CONTINUED ON SHEET NO. 15

CONTINUED ON SHEET NO. 14



PLAN PREPARED BY:
 GREEN INTERNATIONAL AFFILIATES, INC.
 239 LITTLETON ROAD
 WESTFORD, MA 01886
 TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN
 PREPARED IN CONFORMITY WITH THE RULES AND
 REGULATIONS OF THE REGISTERS OF DEEDS OF
 THE COMMONWEALTH OF MASSACHUSETTS.



DATE: 12-19-19
 S. VAKA
 SPARTAK VAKA, P.L.S. #511616



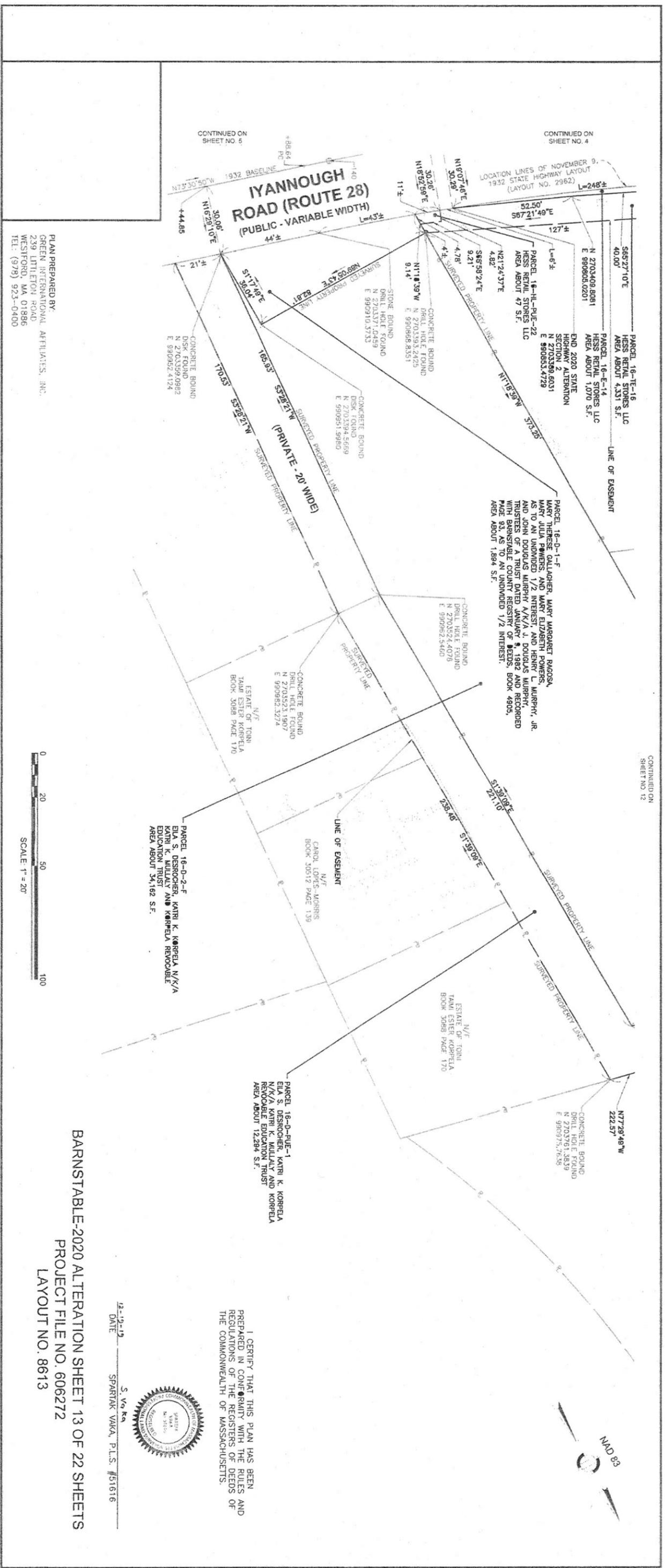
BARNSTABLE-2020 ALTERATION SHEET 12 OF 22 SHEETS
 PROJECT FILE NO. 606272
 LAYOUT NO. 8613



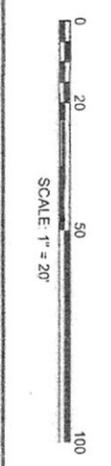
CONTINUED ON SHEET NO. 4

CONTINUED ON SHEET NO. 11

CONTINUED ON SHEET NO. 15



PLAN PREPARED BY:
 GREEN INTERNATIONAL AFFILIATES, INC.
 239 LITTLETON ROAD
 WESTFORD, MA 01886
 TEL: (978) 923-0400



BARNSTABLE-2020 ALTERATION SHEET 13 OF 22 SHEETS
 PROJECT FILE NO. 606272
 LAYOUT NO. 8613

DATE: 12-19-19
 S. Va. Ka
 SPARTAK WAKA, P.L.S. #51616



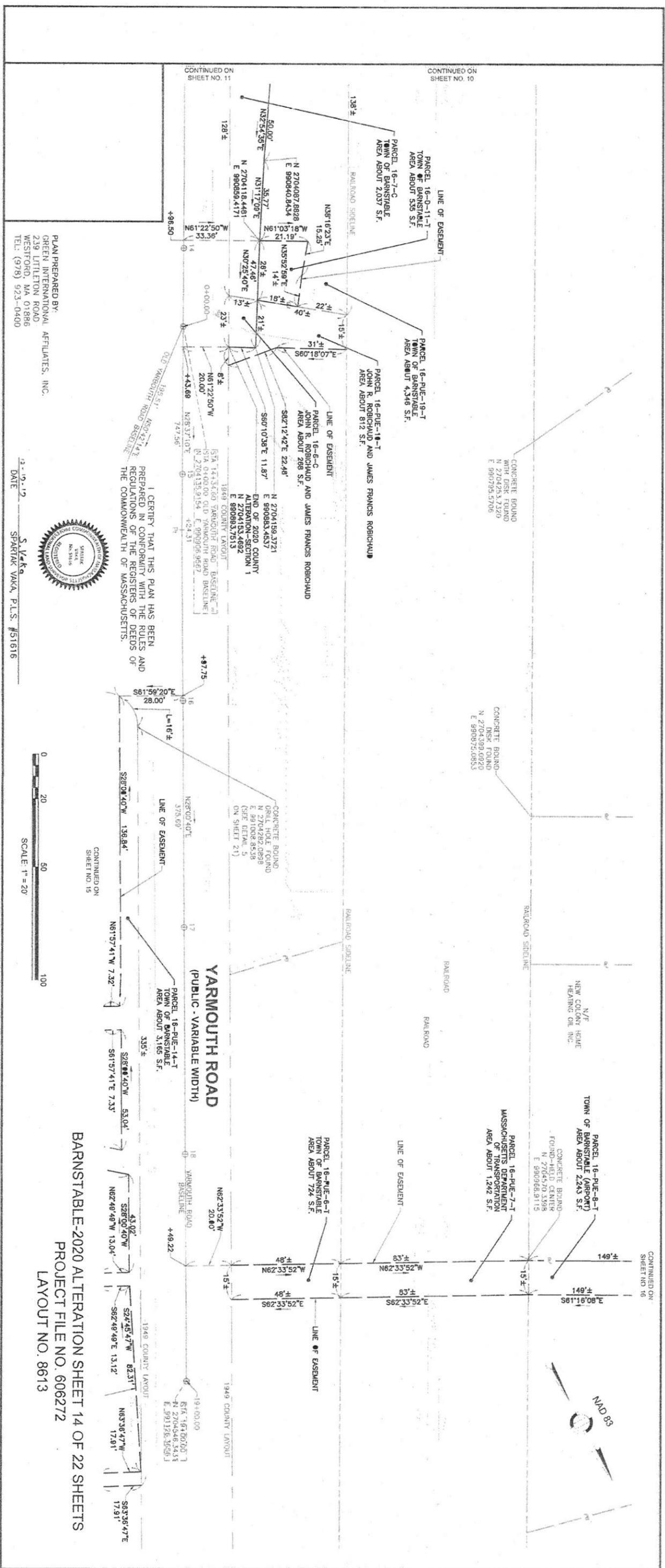
I CERTIFY THAT THIS PLAN HAS BEEN
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 REGULATIONS OF THE REGISTRARS OF DEEDS OF
 THE COMMONWEALTH OF MASSACHUSETTS.

CONTINUED ON SHEET NO. 5

CONTINUED ON SHEET NO. 4

CONTINUED ON SHEET NO. 12

NAD 83



PLAN PREPARED BY:
 GREEN INTERNATIONAL AFFILIATES, INC.
 239 LITTLETON ROAD
 WESTFORD, MA 01886
 TEL: (978) 923-0400



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: 2-19-12
 S. Vaka
 SPARTAK VAKA, P.L.S. #51616

SCALE: 1" = 20'

BARNSTABLE-2020 ALTERATION SHEET 14 OF 22 SHEETS
 PROJECT FILE NO. 606272
 LAYOUT NO. 8613

CONTINUED ON SHEET NO. 14

CONTINUED ON SHEET NO. 11

CONTINUED ON SHEET NO. 12

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

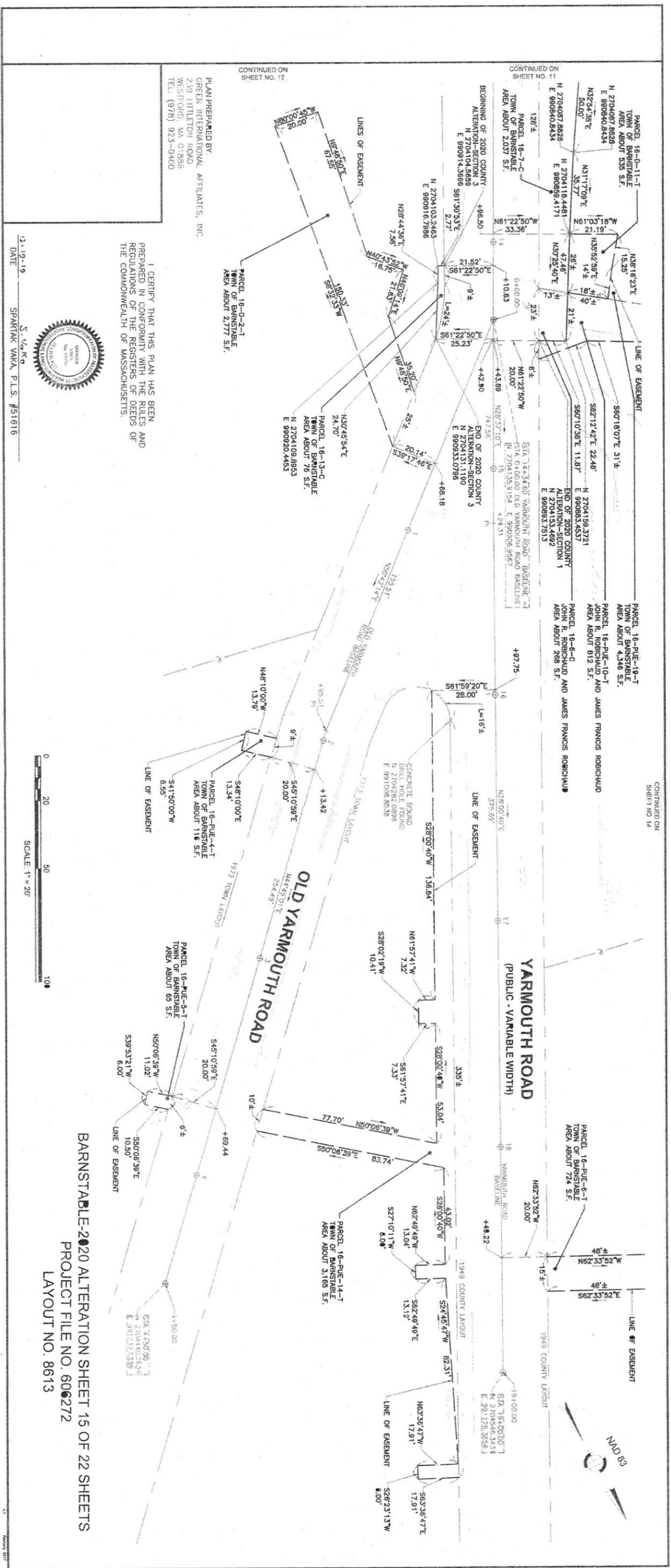
PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
229 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400



DATE 12.19.19 S. V. K. G. SPARTAK WAKA, P.L.S. #51616



BARNSTABLE-2020 ALTERATION SHEET 15 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613



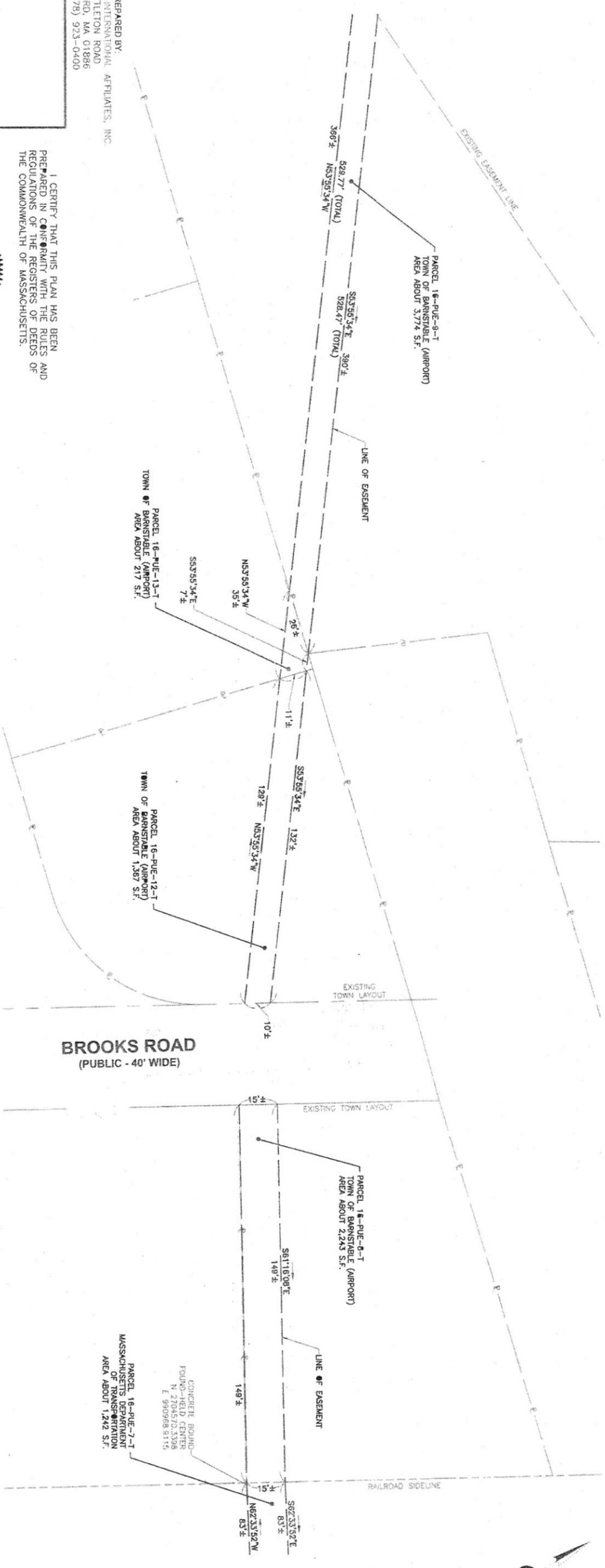
CONTINUED ON SHEET NO. 17

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

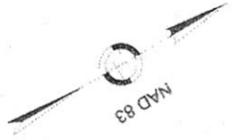
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



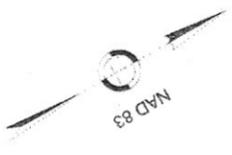
DATE 12-19-13
S. YAKA
SPARTAK YAKA, P.L.S. #51616



BARNSTABLE-2020 ALTERATION SHEET 16 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613



CONTINUED ON SHEET NO. 14

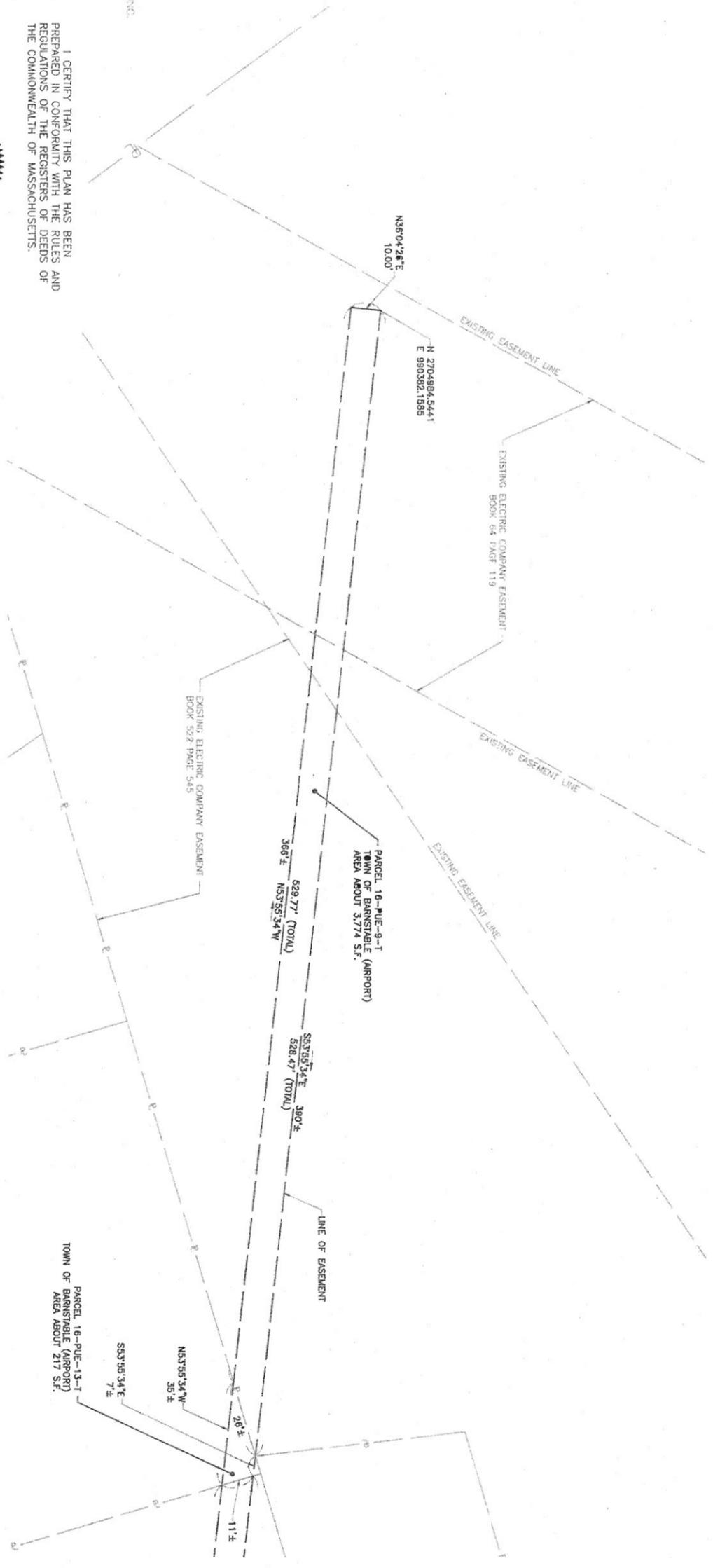


PLAN PREPARED BY:
 GREEN INTERNATIONAL AFFILIATES, INC.
 239 LITTLETON ROAD
 WESTFORD, MA 01886
 TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN
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 THE COMMONWEALTH OF MASSACHUSETTS.

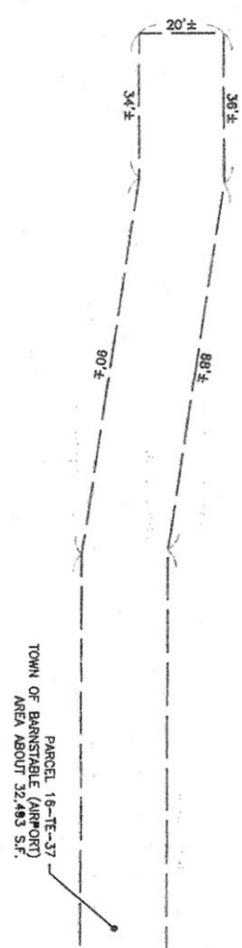


S. VAKA
 DATE 12-12-19 SPARTAN VMA, P.L.S. #51616



BARNSTABLE-2020 ALTERATION SHEET 17 OF 22 SHEETS
 PROJECT FILE NO. 606272
 LAYOUT NO. 8613

CONTINUED ON
 SHEET NO. 18



PARCEL 16-TE-37
TOWN OF BARNSTABLE (AIRPORT)
AREA ABOUT 32,483 S.F.

RAILROAD SIDELINE

RAILROAD SIDELINE

LINE OF EASEMENT

LINE OF EASEMENT



YARMOUTH ROAD
(PUBLIC - VARIABLE WIDTH)

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN
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REGULATIONS OF THE REGISTERS OF
THE COMMONWEALTH OF MASSACHUSETTS.



DATE: 12-19-19
S. VAKA
SPARTAK VAKA, P.L.S. #51616

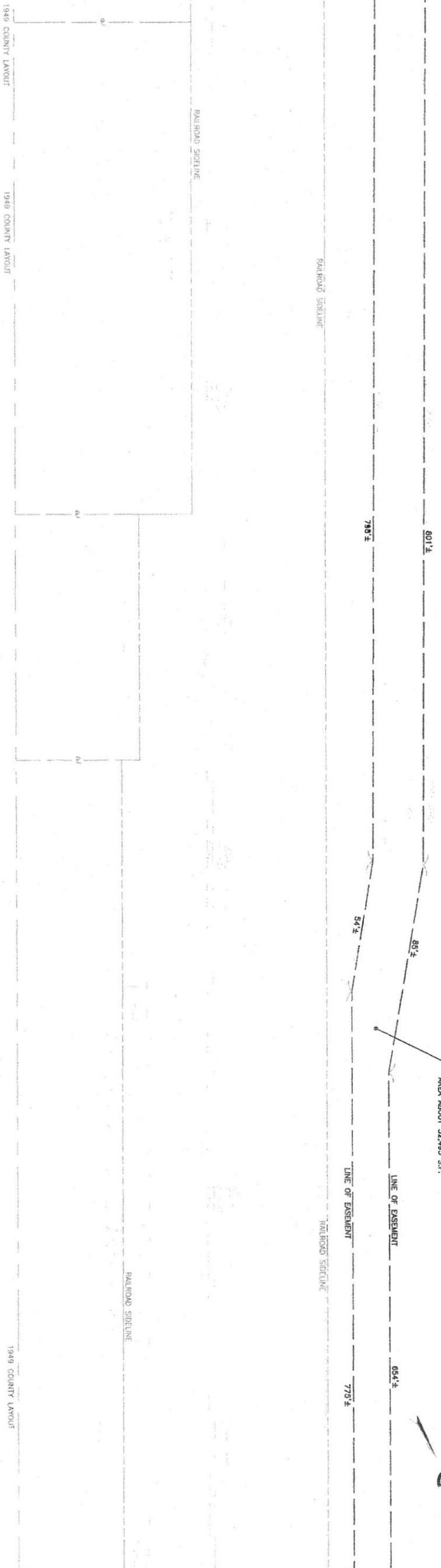


BARNSTABLE-2019 ALTERATION SHEET 18 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613

CONTINUED ON
SHEET NO. 19



CONTINUED ON SHEET NO. 18



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



12-19-19 DATE
S. YAKO
SPARTAK YAKA, P.L.S. #51616

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400



BARNSTABLE-2019 ALTERATION SHEET 19 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613

CONTINUED ON SHEET NO. 20

CONTINUED ON
SHEET NO. 19

EXISTING
EASEMENT
LINE

654'±

775'±

RAILROAD SIDELINE

LINE OF EASEMENT

PARCEL 16-TE-37
TOWN OF BARNSTABLE (AIRPORT)
AREA ABOUT 32,493 S.F.

MAD 83

74'±

35'±

11'±

RAILROAD SIDELINE

PARCEL 16-WN-15-T
MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION
AREA ABOUT 1,820 S.F.

N 27°14'58" 9836
E 99°25'42" 0168

N61°17'46" W
82'±

S61°16'26" E
83'±

LINE OF EASEMENT

RAILROAD SIDELINE

RAILROAD SIDELINE

PARCEL 16-TE-35
TOWN OF BARNSTABLE (AIRPORT)
AREA ABOUT 826 S.F.

42'±

20'±

1949 COUNTY LAYOUT

1949 COUNTY LAYOUT

1949 COUNTY LAYOUT

YARMOUTH ROAD

(PUBLIC - VARIABLE WIDTH)

PLAN PREPARED BY:
GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTFORD, MA 01886
TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN
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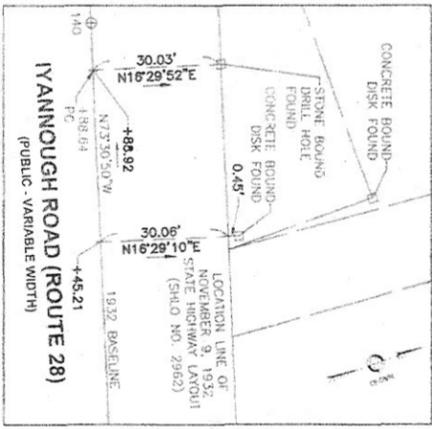


S. V. K. S.
SPARTAN VAKA, P.L.L.C. #51616

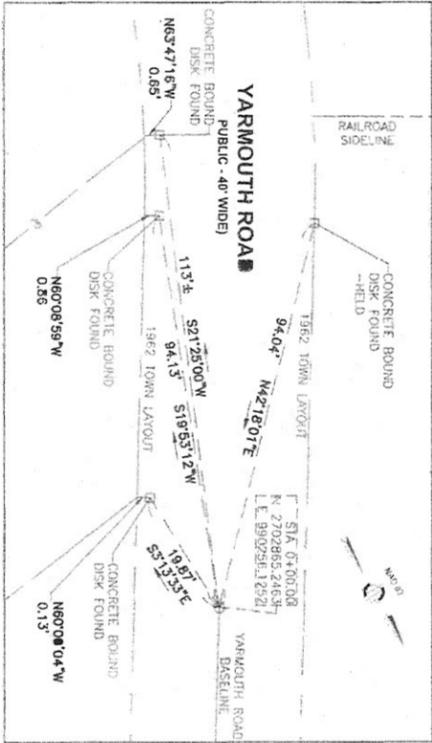
12-19-19
DATE



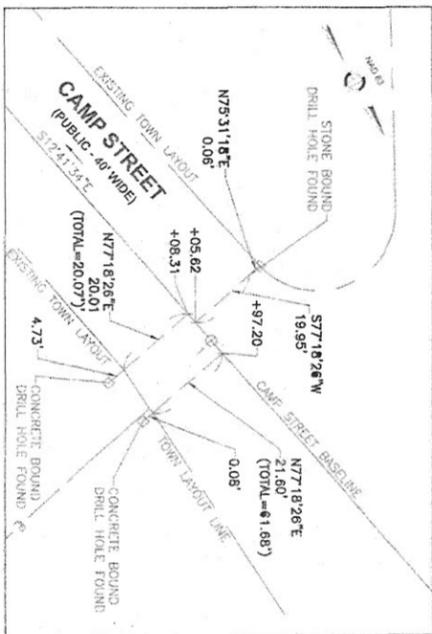
BARNSTABLE-2020 ALTERATION SHEET 20 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613



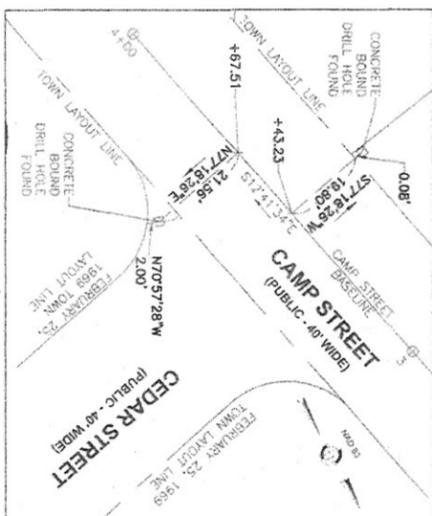
BOUNDARY DETAIL 1
NOT TO SCALE



BOUNDARY DETAIL 2
NOT TO SCALE



BOUNDARY DETAIL 3
NOT TO SCALE



BOUNDARY DETAIL 4
NOT TO SCALE

PLAN PREPARED BY:
GREEN INFORMATIONAL AFFILIATES, INC.
239 LITTLETON ROAD
WESTBORO, MA 01581
TEL: (978) 923-0400

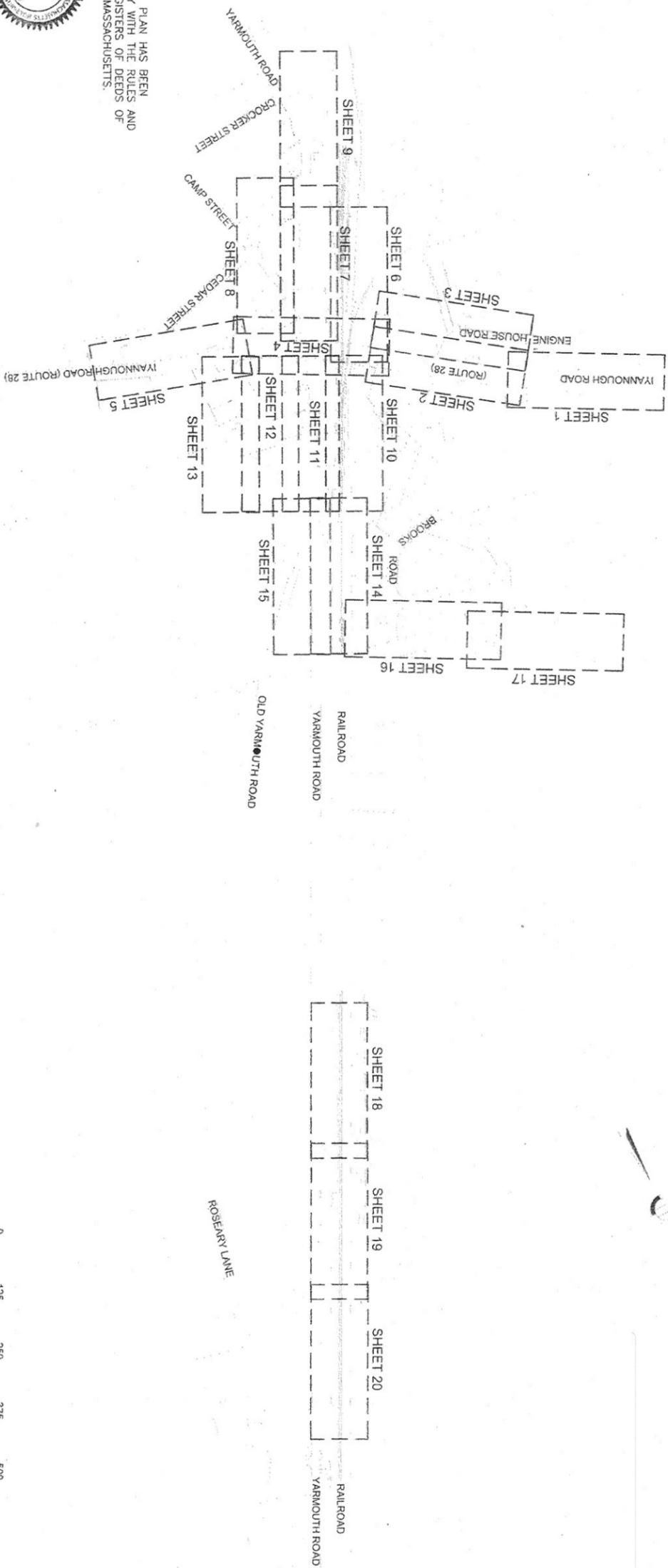
I CERTIFY THAT THIS PLAN HAS BEEN
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REGULATIONS OF THE REGISTRARS OF DEEDS OF
THE COMMONWEALTH OF MASSACHUSETTS.



DATE: 12-19-19
S. VAKA
SPARTAN VAKA, P.L.S. #51616

BARNSTABLE-2020 ALTERATION SHEET 21 OF 22 SHEETS
PROJECT FILE NO. 606272
LAYOUT NO. 8613

BARNSTABLE-2020 ALTERATION SHEET 22 OF 22 SHEETS
 PROJECT FILE NO. 606272
 LAYOUT NO. 8613



PLAN PREPARED BY:
 GREEN INTERNATIONAL AFFILIATES, INC.
 239 LITTLETON ROAD
 WESTFORD, MA 01886
 TEL: (978) 923-0400

I CERTIFY THAT THIS PLAN HAS BEEN
 PREPARED IN CONFORMITY WITH THE RULES AND
 REGULATIONS OF THE REGISTRARS OF DEEDS OF
 THE COMMONWEALTH OF MASSACHUSETTS.



12-19-19 DATE
 S. Varko
 SPARTAK VARKA, P.L.S. #51616



AGENDA ITEM 9a

Authorizing the appointment of Elizabeth Wade to the Barnstable County HOME Consortium Advisory Council, as an at-large representative, for a three-year term from February 1, 2020 through January 31, 2023



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

BARNSTABLE COUNTY HOME PROGRAM

APPOINTMENT MEMORANDUM

To: Barnstable County Commissioners
From: Renie Hamman, HOME Program Manager *RH*
RE: Barnstable County HOME Consortium Advisory Council
Re-Appointment of At-Large Member
Date: January 10, 2020

The term of one of the Barnstable County HOME Consortium Advisory Council's At-Large member expires on January 31, 2020. Beth Wade, from Habitat for Humanity of Cape Cod, has filled this position since March 2019. Beth has been a great addition to the Advisory Council and we fully support her re-appointment for the next three-year term to run through January 31, 2023.

So moved, dated: 01/15/20



Ronald Bergstrom, Commissioner



Mary Pat Flynn, Commissioner



Ronald R. Beaty, Commissioner

Creating a Healthy Connected Cape Cod

The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fifteenth of January, A.D. 2020, motion by Commissioner Beaty to authorize the appointment of Elizabeth Wade to the Barnstable County HOME Consortium Advisory Council, as an at-large representative, for a three-year term from February 1, 2020 through January 31, 2023, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 15, 2020


Janice O'Connell, Regional Clerk



AGENDA ITEM 9b

Authorizing the allocation of funds to the County Administrator for the activities of the Mercy Otis Warren Woman of the Year Award Committee for Fiscal Years 2019 and 2020

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fifteenth of January, A.D. 2020, motion by Commissioner Beaty to authorize the allocation of \$500.00 to the County Administrator for the activities of the Mercy Otis Warren Woman of the Year Award Committee for Fiscal Year 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 15, 2020


Janice O'Connell, Regional Clerk



Mercy Otis Warren woman of the year award March 8, 2017

Pg.1

Establish the Award;

Purpose;

In order to recognize a woman who has demonstrated leadership in our community and has made significant contribution to the Arts, Education, Business or Community Involvement, while embracing the ideas of patriotism and public good.

The County believes that in honoring such woman for their service and contribution to Barnstable County the next generation of citizens will have documented the extraordinary acts and lifestyles that have paved the way before them, in hopes to encourage the next generations to follow.

Motion;

I Move to establish the annual award called the Barnstable County's "Cape Cod Mercy Otis Warren Woman of the Year".

Criteria;

Recipient of this award shall be a woman who has been recognized for significant contribution to the community through involvement in the Arts, Education, Business or Community involvement through volunteerism.

The Administrator shall serve as the selection and review committee for the purpose of bringing a nominee name forward for the Commissioners to approve.

Charge to the Administrator shall be as follows;

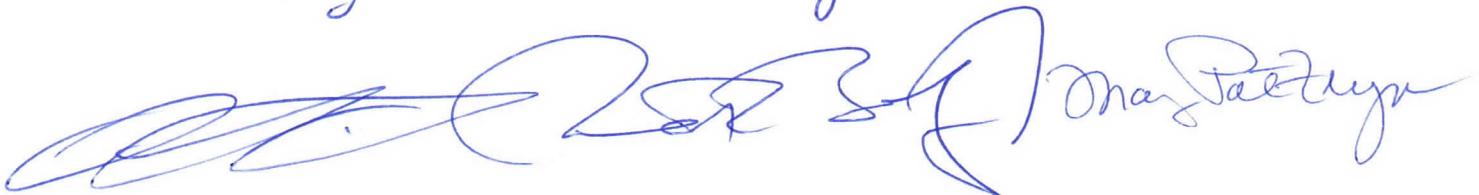
- a. To submit a nomination of the individual (or group) to the Commissioners for their vote of approval on or before May 30th of each year. Presentation and participation in July 4th parade to follow.
- b. The Administrator shall work with local community persons, groups and local Businesses to request Nominees, evaluate the submissions and choose an award recipient.
- c. A Special Gift Account shall be established within the County to receive any donations which persons, groups and Businesses may contribute. No member of any County Committee, or County Employee shall solicit donations in any way, actual or perceived, for funds or services.

All expenditures from the Gift Account shall be at the request of the Administrator and subject to the vote of the Board of County Commissioners.

Finance Department shall establish the method of expenditures via a new line item, or directly in and out of the Special Gift Account for this purpose.

- d. The commissioners shall allocate annually a specific amount of County funds to be used by the Administrator. Allocation of said funds shall be under the direction of the Finance Department. Access to the County web page for purpose of soliciting nominations and award announcement, printing and secretarial service, shall be available to the Administrator.

Made by Alyon Second Becky Vote 3-0

A series of handwritten signatures in blue ink, including a large signature on the left and several smaller ones on the right, likely representing the individuals mentioned in the text above.

"Public body", a multiple-member board, commission, committee or subcommittee within the executive or legislative branch or within any county, district, city, region or town, however created, elected, appointed or otherwise constituted, established to serve a public purpose; provided, however, that the governing board of a local housing, redevelopment or other similar authority shall be deemed a local public body; provided, further, that the governing board or body of any other authority established by the general court to serve a public purpose in the commonwealth or any part thereof shall be deemed a state public body; provided, further, that "public body" shall not include the general court or the committees or recess commissions thereof, bodies of the judicial branch or **bodies appointed by a constitutional officer solely for the purpose of advising a constitutional officer** and shall not include the board of bank incorporation or the policyholders protective board; and provided further, that a subcommittee shall include any multiple-member body created to advise or make recommendations to a public body.

AGENDA ITEM 9c

Authorizing a grant from the Special License Plate Fund to the Yarmouth Chamber of Commerce, and the transfer of an amount not to exceed \$50,000.00, for the operation of the Route 6 Rest Area for the 2020 and 2021 seasons

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fifteenth of January, A.D. 2020, motion by Commissioner Beaty to authorize a grant from the Special License Plate Fund to the Yarmouth Chamber of Commerce, and the transfer of an amount not to exceed \$50,000.00, for the operation of the Route 6 Rest Area for the 2020 and 2021 seasons, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair:	<u>Y</u>
Mary Pat Flynn, Vice-Chair:	<u>Y</u>
Ronald R. Beaty, Commissioner:	<u>Y</u>

A true copy, attest, January 15, 2020


Janice O'Connell, Regional Clerk





PO Box 479, S.Yarmouth, MA 02664
Office 508-778-1008
Fax 508-778-5114
director@yarmouthcapecod.com
yarmouthcapecod.com

January 9, 2020

Barnstable County Commissioner's Office
P.O. Box 427
3195 Main Street, Superior Courthouse
Barnstable, MA 02630

Dear Barnstable County Commissioners:

The Yarmouth Chamber of Commerce continues to maintain and operate the Visitor Information Center located on Route 6. The knowledgeable staff provides information about the businesses and destinations throughout Barnstable County to just under 40,000 guests in 2019.

Millions of dollars are spent annually to market Cape Cod as a tourist destination. Tourism is without question, the largest economic driver we have in Barnstable County. A prime example of this is the Route 6 Rest Area which generates a minimum of 10 seasonal jobs and are indirectly responsible for additional seasonal employment by promoting businesses across Cape Cod.

The Yarmouth Chamber of Commerce is requesting the Commissioners to supplement the operating budget to manage the Rest Area for the 2020 season. We understand the needs and requirements to operate the Rest Area and are prepared to continue the management of the facilities. The funds generated from license plate money is clearly stated that it is to promote tourism and economic development. According to Massachusetts General Law Title XIV, Chapter 90 Section 2, "40 per cent to the Barnstable county commissioners, 40 per cent to the Cape Cod Economic Development Council, Inc. or its successor and 20 per cent to the Lower Cape Community Development Corporation; provided, however, that all amounts so transferred shall be used to promote tourism and economic development." We have seen no better example of how a small amount of money can benefit so many taxpayers, county-wide, to promote tourism and economic development with such immediate and proven results than the long-time tradition of maintaining the operation of this rest area.

We thank you for your consideration of the very important request to fund the Route 6 Rest Area so that our businesses, attractions, and destinations can thrive by promoting them.

Sincerely,

Mary Vilbon
Executive Director

Yarmouth Chamber of Commerce

Route 6 Expenses

May through December 2020

2020 Proposed Budget

Alarm	300.00
Cleaning	27,000.00
Supplies	1,500.00
Trash	1,200.00
Utilities, Telephone & Internet	2,500.00
Repairs	5,500.00
	<hr/>
	38,000.00

2019 Route 6 Rest Area

Summary

The Route 6 Rest Area was managed by the Yarmouth Chamber of Commerce and was open from Memorial Day weekend, May 24th through Columbus Day weekend, October 18th. The restroom amenities were maintained by Solutions, Inc. and were available from 7 AM – 8 PM, seven days a week. The Visitor Center was open from 9 AM - 5 PM seven days a week.

The pilot project to open the Exit 6 ½ Café food trailer was launched with support from Barnstable County, MassDOT and the Cape Delegation. The Café conducted a market analysis that documented that 85% of 100 people stated they would purchase food on site if it was available. The Café was not in full operation until the first week of August 2019 due to acquiring the necessary permitting. However, the Exit 6 ½ Café proved to be a great success and operated through mid-October.

Data

- The Route 6 Rest Area provides a total of **10 seasonal positions**: The Visitor Center employees 6 part time staff; Solutions, Inc. employs 2 full time positions; Exit 6 ½ Café employs 2 full time staff.
- The annual operational budget was \$27,425.00, **\$12,575.00 under budget**.
- The Visitor Center **increased by 2%** the number of guests served from 2018 to 2019.
- The use of the restroom amenities **increased by 41% in 2019; 90,021 to 152,520 (60,846 women, 91,674 men)**.



The number of guests is tracked by door counters installed at the Visitor Center and restroom doors. Please note the data does not count multiple people entering at one time.

2020

The Yarmouth Chamber of Commerce looks forward to the 2020 season and providing the amenities the tens of thousands of guests to the Cape deserve and expect.

If you have any questions, please do not hesitate to contact our office at 508-778-1008 or email director@yarmouthcapecod.com.



Barnstable County Economic Development Council

License Plate Major Grants Pre-proposal Application

Applicant:

Mary Vilbon,

Organization:

Yarmouth Chamber of Commerce dba

Address:

424 Route 28 West Yarmouth, MA 02673

Application Number:

GRANT-20-0061

Organization Type:

Nonprofit

Contact:

Mobile Phone:

Business Phone: 5087781008

Email: director@yarmouthcapecod.com

Has this organization previously received LP Grant Funds? Yes

Are you Partnering with another Organization on this Grant? Yes

List Partner Organizations:

Mass DOT, Barnstable County
Administrator, Cape Cod businesses,
Chambers of Commerce, Solutions,
Inc, iSaid, Inc

Project Information:

Project Title: Route 6 Comfort Station

Project Start Date:

05/22/2020

Project End Date:

10/12/2020

In 1 Paragraph please state the purpose of this project:

To manage and operate the Route 6 Comfort Station on Route 6 Eastbound from Memorial Day to Columbus Day. This will provide amenities to our visitors to Cape Cod and allow the Visitor Center to operate and inform guests about our communities, attractions and local businesses.

Regional Priorities:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Local Business Development. | <input type="checkbox"/> Regional Infrastructure Planning. |
| <input type="checkbox"/> Blue Economy Sector Development. | <input type="checkbox"/> Infrastructure Development. |
| <input type="checkbox"/> Comprehensive and Activity Center Planning. | <input type="checkbox"/> Transportation and Air Quality Improvement. |
| <input type="checkbox"/> Housing Access and Affordability. | <input type="checkbox"/> Infrastructure Funding. |
| <input type="checkbox"/> Climate Change Innovation. | |

Project Budget:

Personnel:	Supplies:	Equipment:
\$	\$1700	\$
Contractual Services:	Other:	If Other Please Describe:
\$31500	\$	
Matching Funds:		
Cash: <input type="checkbox"/>	Total Matching Funds:	Percent of Budget:
In-kind: <input checked="" type="checkbox"/>	\$33200	100 %

Route 6 Rest Area Proposal

Project Description: The Route 6 Rest Area is located between Exit 6 and Exit 7 Eastbound on Route 6. On the site are two (2) buildings: a Visitor Center that is owned, maintained and staffed by the Yarmouth Chamber of Commerce (YCC) through an agreement with Barnstable County; and restroom facilities owned by the Mass Department of Transportation (DOT). For the past 10 years, the Visitor Center is open from Memorial Day to Columbus Day with a consistent 40,000 guests annually (door counters track data). The Center has knowledgeable staff that direct our guests to our communities, attractions and businesses across the Cape. The restrooms were maintained by Barnstable County through the 2017 tourist season.

In 2018, the Rest Area was in jeopardy of reopening. Realizing the Visitor Center could not open without operating restrooms and knowing the tremendous benefit to our local businesses across the Cape to have an open center, YCC stepped forward and established an agreement with Barnstable County to manage the restrooms. A \$40,000 grant was awarded to YCC for the season from the County. YCC contracted with a new business that was created to maintain the restrooms, Solutions, Inc. that employs three (3) Cape residents. During the 2018 season, the invested partners at the time, Barnstable County, Mass DOT and YCC, tried to identify a long-term sustainable plan to fund the management of the restrooms, thus creating a public-private partnership.

A meeting was held with representatives from Mass DOT, Barnstable County, the Cape Cod Chamber of Commerce and representatives of the Cape Delegation in early 2019. YCC proposed a pilot project to operate a food vendor at the site that would generate income for the future to operate the Rest Area facilities.

A market study was conducted in the early summer of 2019 by iSaid, Inc., an interested vendor of the site, of nearly 100 guests to the Visitors Center to see if they would purchase products from a food vendor if they were on site. Over 80% of those surveyed confirmed they would take advantage of this service if it was available. In late summer, with support from Barnstable County and Mass DOT, Exit 6 ½ Café opened at the Rest Area. It has been very well received by both our guests, staff, and residents. At the same time, we learned what could be improved for next year. Because Exit 6 ½ Café was not open for the entire season we do not have a complete analysis of the financial results, but the preliminary numbers show that Exit 6 ½ Café has the potential to be a viable business that would contribute to the cost of the operation of the Rest Area.

In the next month, a joint meeting will be held with iSaid, Inc., YCC, and representatives from Mass DOT and Barnstable County to review this year's pilot project, identify required changes to make the project more successful next year and prepare to be open by Memorial Day weekend.

The request for funding is to continue management and operation of the Rest Area during the 2020 tourism season. This will allow us to have an entire season to nurture the public private partnership. Without the funding, the Visitor Center will not be able to open, which helps support and promote local businesses that provide full and part time employment. As of the date of this application, there has been a 30% increase of the number of people that utilized the restroom facilities and close to 40% of those went to the Visitor Center. Currently, YCC employs 5 staff members and Solutions, Inc. employs 3 staff members.

Potential / Existing Partners: This is a list of our current partners that most certainly will expand.

- Mass DOT
- Barnstable County Administrator
- Cape Cod Delegation (Representative Whelan, Representative Crocker, Representative Peake, and Senator Cyr)
- Cape Cod and local Chambers of Commerce
- 133 businesses
- Solutions, Inc.

- iSaid, Inc.

Regional Goals: Tourism is the largest economic driver on Cape Cod. This project supports and helps to grow the businesses and non-profits that depend heavily on tourism. The CEDC's Action Plan addresses business development and growth. By keeping the Rest Area / Visitor Center available to our guests it:

- Allows us to promote local businesses which,
- increases their financial outcomes,
- and provides additional employment opportunities across the region.

Project Need: As stated in the Regional Policy Plan, visitors are a key segment of our economy three seasons out of the year. The Visitor Center and Rest Area is *the only one of its kind located on Cape Cod*. Consistently, we have documented nearly 40,000 guests at the Center that promotes the attractions, destinations, and businesses that depend on the influx of tourists. Those businesses in turn create both seasonal and year-round employment that provides a sustainable income for residents.

It has been stated by some of our legislatures that Visitor Centers are no longer relevant because information is easily accessible on smart phones. Our staff, which offers face-to-face hospitality, can tell you how appreciative our guests are to have the opportunity to speak directly to an individual that has firsthand knowledge about where they are visiting. Recently, a family that was visiting from Australia commented how our staff gave them ideas of things to do within 5 minutes rather than spending hours of searching on the Internet.

Project Impact: With approximately 4 million visitors to Cape Cod each year, it is obvious that a significant number of our business are positively impacted by tourism. This project may not provide year-round employment at this site, however, by promoting Cape businesses jobs are created, both year-round and seasonal due to tourism.

Project Continuity: In the past two years, the partners have made great strides working together, sharing and providing resources and expertise so we can continue to provide the services and amenities that our guests to Cape Cod expect, but also to continue to provide a well needed service to the businesses, non-profits, and attractions on Cape Cod that create employment for our residents.

The partners will continue to develop a long-term sustainable plan for the site. The Exit 6 ½ Café project has great potential moving forward and requires a full season in operation to see the financial success. This project could be a model for other sites across the Commonwealth.

Director

From: Siobhan Hickey Cavacco <siobhan.hickeycavacco@capecodcommission.org>
Sent: Tuesday, November 19, 2019 10:29 AM
To: Director
Subject: License Plate Major Grant Proposal

Dear Ms. Vilbon,

The Barnstable County Economic Development Council and Barnstable County Commissioners received an overwhelming response to the 2019 Request for Proposals for the License Plate Grant Fund program.

While we are pleased with the response and the quality of all of the proposals submitted, it made the selection process challenging. We regret to inform you that the Grants subcommittee did not recommend your major grant application to proceed to the final round at this time. The subcommittee reviewed proposals closely for consistency with the regional goals, and project need, impact, and continuity.

We appreciate the time you took to apply and thank you for your ongoing work to support economic development in Barnstable County.

Sincerely,

Siobhan Cavacco
Administrative Assistant
Cape Cod Commission
3225 Main Street | PO Box 226
Barnstable, MA 02630
508.362.3828
www.capecodcommission.org

AGENDA ITEM 9d

Authorizing the execution of an agreement with the Town of Dennis, up to a maximum amount of \$135,00.00, to do and perform all dredge related work at Sesuit Harbor Entrance Channel

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF DENNIS

THIS AGREEMENT, made and entered into this 15th day of January, 2020 by and between the County of Barnstable, hereinafter called the "County," and the Town of Dennis.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Dennis at Sesuit harbor entrance channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$135,00.00. This is based on removing up to approximately 15,000 cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Provincetown Coastal at the Town's request and at the Town's expense.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 5:00 P.M, Monday through Saturday.

THE TOWN OF DENNIS AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

BOTH BARNSTABLE COUNTY AND THE TOWN OF DENNIS AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Dennis to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written

approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Dennis from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Dennis agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Dennis or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

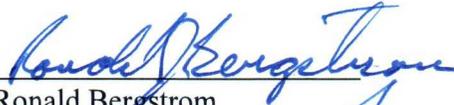
ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

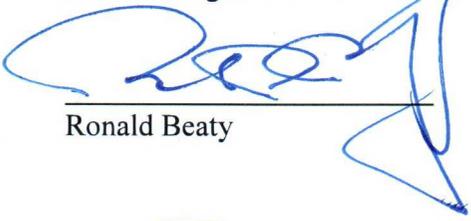
IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this
15th day of January, 2020.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF DENNIS:

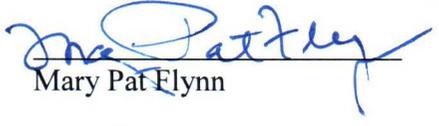


Ronald Bergstrom



Ronald Beaty

Date



Mary Pat Flynn

01/15/20

Date

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fifteenth of January, A.D. 2020, motion by Commissioner Beaty to approve Items 9d through 9f as listed on the Board of Commissioners' Regular Meeting Agenda for January 15, 2020

Authorizing the execution of an agreement with the Town of Dennis, up to a maximum amount of \$135,000.00, to do and perform all dredge related work at Sesuit Harbor Entrance Channel

Authorizing the execution of an agreement with the Town of Mashpee, up to a maximum amount of \$104,000.00, to do and perform all dredge related work

Authorizing the execution of an agreement with the Town of Truro, up to a maximum amount of \$90,000.00, to do and perform all dredge related work for the Town of Truro in Pamet Harbor Approach Channel,

as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 15, 2020


Janice O'Connell, Regional Clerk



AGENDA ITEM 9e

Authorizing the execution of an agreement with the Town of Mashpee, up to a maximum amount of \$104,000.00, to do and perform all dredge related work for the Town of Mashpee

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF MASHPEE

THIS AGREEMENT, made and entered into this 15th day of January, 2020 by and between the County of Barnstable, hereinafter called the "County," and the Town of Mashpee.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Mashpee in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$104,000. This is based on removing up to approximately 8,000 cubic yards of material at \$13.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$11.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Provincetown Coastal at the Town's request and at the Town's expense.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 5:00 P.M, Monday through Saturday.

THE TOWN OF MASHPEE AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims

Act..

BOTH BARNSTABLE COUNTY AND THE TOWN OF MASHPEE AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Falmouth to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$13.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of MASHPEE from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Mashpee agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Mashpee or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this
15th day of January, 2020.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF MASHPEE :

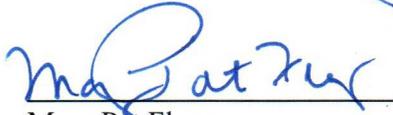


Ronald Bergstrom



Ronald Beaty

Date



Mary Pat Flynn

01/15/20

Date

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fifteenth of January, A.D. 2020, motion by Commissioner Beaty to approve Items 9d through 9f as listed on the Board of Commissioners' Regular Meeting Agenda for January 15, 2020

Authorizing the execution of an agreement with the Town of Dennis, up to a maximum amount of \$135,00.00, to do and perform all dredge related work at Sesuit Harbor Entrance Channel

Authorizing the execution of an agreement with the Town of Mashpee, up to a maximum amount of \$104,000.00, to do and perform all dredge related work

Authorizing the execution of an agreement with the Town of Truro, up to a maximum amount of \$90,000.00, to do and perform all dredge related work for the Town of Truro in Pamet Harbor Approach Channel,

as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 15, 2020


Janice O'Connell, Regional Clerk



AGENDA ITEM 9f

Authorizing the execution of an agreement with the Town of Truro, up to a maximum amount of \$90,000.00, to do and perform all dredge related work for the Town of Truro in Pamet Harbor Approach Channel

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF TRURO

THIS AGREEMENT, made and entered into this 15th day of January, 2020 by and between the County of Barnstable, hereinafter called the "County," and the Town of Truro.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Truro in Pamet Harbor approach channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$90,000.00. This is based on removing up to approximately 10,000. cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Provincetown Coastal at the Town's request and at the Town's expense.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 5:00 P.M, Monday through Saturday.

THE TOWN OF TRURO AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

BOTH BARNSTABLE COUNTY AND THE TOWN OF TRURO AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Truro to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written

approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Falmouth from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Truro agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Truro or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

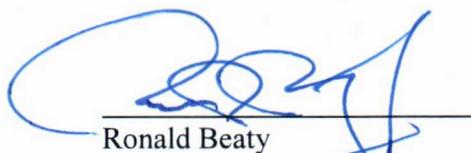
IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this

15th day of January, 2020.

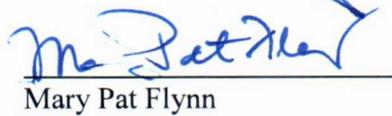
BARNSTABLE COUNTY
COMMISSIONERS:



Ronald Bergstrom



Ronald Beaty



Mary Pat Flynn

01/15/20
Date

TOWN OF TRURO:

Date

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fifteenth of January, A.D. 2020, motion by Commissioner Beaty to approve Items 9d through 9f as listed on the Board of Commissioners' Regular Meeting Agenda for January 15, 2020

Authorizing the execution of an agreement with the Town of Dennis, up to a maximum amount of \$135,000.00, to do and perform all dredge related work at Sesuit Harbor Entrance Channel

Authorizing the execution of an agreement with the Town of Mashpee, up to a maximum amount of \$104,000.00, to do and perform all dredge related work

Authorizing the execution of an agreement with the Town of Truro, up to a maximum amount of \$90,000.00, to do and perform all dredge related work for the Town of Truro in Pamet Harbor Approach Channel,

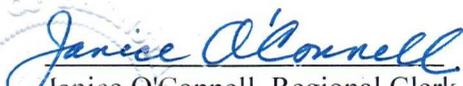
as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January , 2020


Janice O'Connell, Regional Clerk



AGENDA ITEM 9g

Authorizing the execution of an amendment to an agreement with the Town of Barnstable, executed July 1, 2017, to provide a license to access the County Farm for the limited purpose of conducting exploratory test drilling, for a period from July 1, 2017 through December 31, 2019, to extend the term of the agreement for one (1) year through December 31, 2020

AMENDMENT
BETWEEN

Barnstable County
Superior Courthouse
3195 Main Street
Barnstable, MA 02630

And

Town of Barnstable
367 Main Street
Hyannis, MA 02601

This ACCESS AGREEMENT ("Agreement") is entered into as of this 151 day of July, 2017, between THE TOWN OF BARNSTABLE ("Town") and its contractors and employees performing work under this Agreement, and BARNSTABLE COUNTY ("Barnstable County"), is hereby amended as follows:

10. **Term.** This Agreement shall take effect on July 1, 2017 and shall terminate at the close of business on December 31, 2020.

This Amendment will not change any of the stipulations of the original, previously defined agreement.

IN WITNESS WHEREOF, Barnstable County and the Town have executed this Amendment this 15th day of January in the year two thousand and twenty.

TOWN OF BARNSTABLE:

Mark S. Ells, Town Manager

Date

BARNSTABLE COUNTY
COMMISSIONERS



Ronald Bergstrom, Chair



Mary Pat Flynn, Vice Chair

Ronald R. Beaty, Commissioner

01/15/20

Date

ACCESS AGREEMENT

This ACCESS AGREEMENT ("Agreement") is entered into as of this 1st day of July, 2017, between THE TOWN OF BARNSTABLE ("Town") and its contractors and employees performing work under this Agreement, and BARNSTABLE COUNTY ("Barnstable County").

WHEREAS, Barnstable County is the owner of approximately 106 acres of land shown as Parcels 016-018 on the Town of Barnstable Assessor's Map 315, Parcel 004 on Map 316, and Parcels 035-038 on Map 317, further described in Exhibit A attached hereto ("County Farm");

WHEREAS, The Town seeks to conduct exploratory test drilling on the County Farm for selection of potential new well sites for public water supplies;

WHEREAS, the purpose of the Access Agreement is to provide the Town with a license to access the County Farm for the limited purpose of conducting such exploratory test drilling, and to provide certain legal protections and safeguards for the Town and Barnstable County.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Barnstable County hereby covenant and agree as follows:

1. Authorization. Barnstable County authorizes the Town, its contractors and employees, to enter upon the County Farm and perform the Activities, as defined in Section 2 of this Agreement, subject to the conditions of this Agreement.

2. Scope of Work. For the purposes of this Agreement, the term "Activities" means exploratory test drilling for potential well sites for public water supplies at the County Farm. Prior to entering the County Farm, the Town shall provide Barnstable County with a written drilling and testing plan setting forth a protocol narrative for test drilling, pumping and sampling that includes, but is not limited to, a schematic plan depicting the areas of the County Farm where exploratory test drilling samples will be conducted by the Town and its contractors; the number and location of exploratory test drill points; a description of all governmental permits or approvals needed for the activities, including authorization as may be needed all under Article 97 of the Articles of Amendment of the Constitution of the Commonwealth of Massachusetts; a description of planned tree and shrub removal and land clearing activities, and test drilling equipment; all methods and laboratory testing parameters that will be used in conducting water sampling and testing Activities under this Agreement (the "Plan"). If the Town determines that further work is needed at the County Farm to complete exploratory test drilling in addition to that described in the Plan, the Town shall submit a description of such activities to Barnstable County for Barnstable County's prior approval, such approval not to be unreasonably withheld or conditioned. Upon approval of said work by Barnstable County, this Agreement may be amended by a writing signed by both the Town and Barnstable County setting forth the additional approved work ("Additional Approved Work") and making such Additional Approved Work subject to the terms and conditions of this Agreement and such other terms as may be appropriate.

any solid waste, hazardous substances, hazardous waste, or materials removed from County Farm by the Town, as a result of the Activities.

9. Avoidance of Liens. Nothing in this Agreement shall create any contractual relationship between Barnstable County and any contractor or materialman that may be engaged by the Town in connection with the Activities performed under the provisions of this Agreement, nor shall this Agreement create any obligation on the part of Barnstable County to pay or to see that the payment of any sum is made to any of the Town's contractors. The Town shall promptly when due pay all costs and charges associated with the Activities and the Town shall permit no liens or encumbrances to be filed or to attach against Barnstable County as a result of the Activities, and agrees to indemnify, defend and hold Barnstable County harmless against any such liens and encumbrances. While on County Farm, the Town shall be responsible for the safety of its agents and consultants, and all of the Town's contractors involved in the Activities.

10. Term. This Agreement shall take effect on July 1, 2017 and shall terminate at the close of business on December 31, 2019.

11. No Obligation. The Town shall not be obligated to conduct or continue any testing authorized in this Agreement, and its decision whether to conduct or continue any testing shall be at its sole discretion. This Agreement does not authorize the use of the County Farm for any purpose other than the Activities and does not obligate Barnstable County to authorize, allow or permit any public water supply wells to be located on the County Farm.

12. Entire Agreement. This Agreement contains the entire understanding and agreement among the parties with respect to the Activities with the County Farm. This Agreement may be modified only by writing signed by Barnstable County and the Town.

13. Execution. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

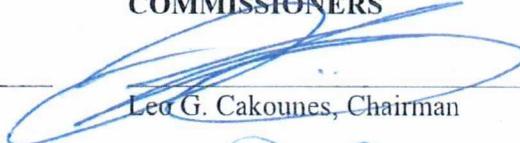
IN WITNESS THEREOF, Barnstable County and the Town have caused this Agreement to be executed and attested by their duly authorized representatives.

TOWN OF BARNSTABLE

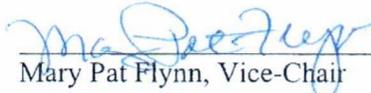


Mark S. Ellis, Town Manager
Dated: June 28, 2017

**BARNSTABLE COUNTY
COMMISSIONERS**



Leo G. Cakounes, Chairman

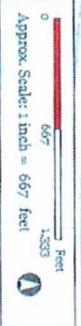
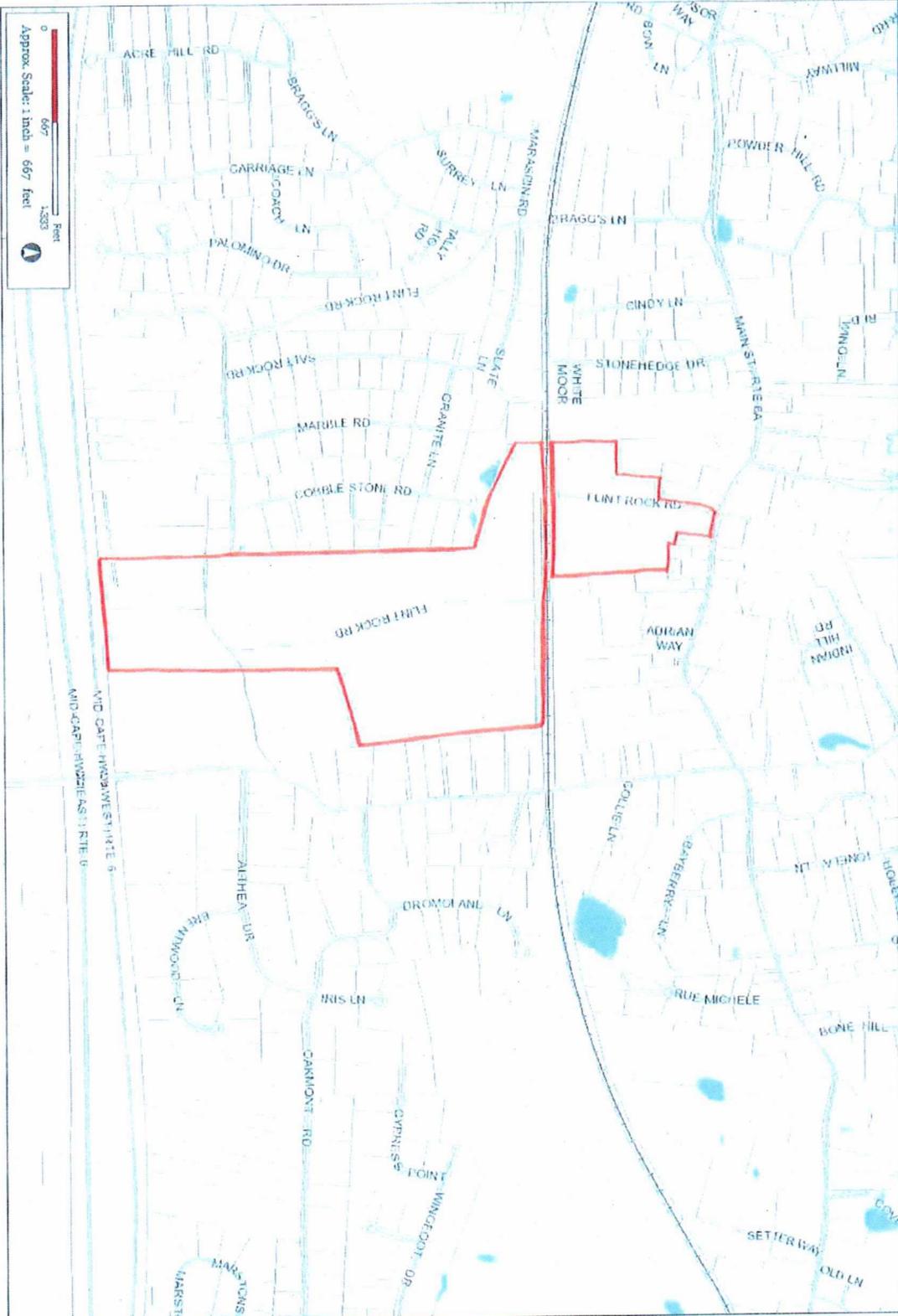


Mary Pat Flynn, Vice-Chair

Ronald Beaty, Commissioner

Dated: June 28, 2017

TOWN OF BARNSTABLE
PROPERTY MAPS



Legend

- Parcel
- Town Boundary
- Railroad Tracks
- Rects
- Rects
- Rects
- Rects
- Water Bodies

Parcel lines shown on this map are only graphic representations of Assessor's lot parcels. They are not intended to represent relationships to physical objects on the map such as building footprints.

This map is for illustration purposes only. It is not adequate for legal boundary determination or any other purpose. The map does not represent an on-the-ground survey. It may be generated, may not reflect current conditions, and may not be used for any legal or financial transactions.

Town of Barnstable GIS Unit
367 State Street, Hyannis, MA 02601
508-865-4154
gis@townofbarnstable.com




Map printed on: 6/28/2017

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the fifteenth of January, A.D. 2020, motion by Commissioner Beaty to authorize the execution of an amendment to an agreement with the Town of Barnstable, executed July 1, 2017, to provide a license to access the County Farm for the limited purpose of conducting exploratory test drilling, for a period from July 1, 2017 through December 31, 2019, to extend the term of the agreement for one (1) year through December 31, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: N

A true copy, attest, January 15, 2020


Janice O'Connell, Regional Clerk



AGENDA ITEM 9h

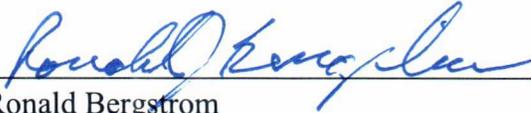
Authorizing the discharge of a mortgage by Amber E. Lavelle, to Barnstable County, acting by and through the Cape Cod Commission, dated November 4, 2005, and recorded with the Barnstable County Registry of Deeds in Book 20444, Page 72

DISCHARGE OF MORTGAGE

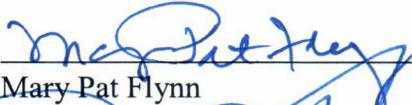
Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage by **Amber E. Lavelle**, to **Barnstable County**, acting by and through the Cape Cod Commission, dated November 4, 2005 recorded with the Barnstable County Registry of Deeds in Book 20444 Page 72 acknowledges satisfaction of the same.

Witness our hand and seal this 15th day of January, 2020

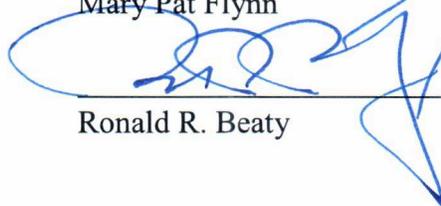
BARNSTABLE COUNTY, As County Commissioners



Ronald Bergstrom



Mary Pat Flynn

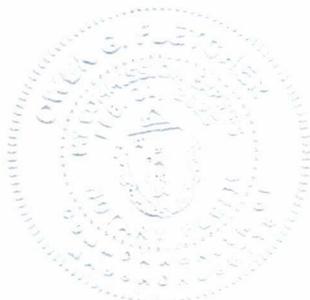


Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 15th day of January, 2020, before me, the undersigned notary public personally appeared Ronald Bergstrom, Mary Pat Flynn and Ronald R. Beaty, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.





Notary Public
My Commission Expires: 02/21/25

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

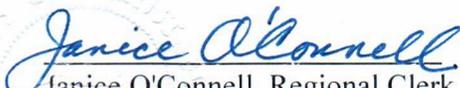
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Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, January 15, 2020


Janice O'Connell, Regional Clerk

AGENDA ITEM 9i

Authorizing the execution of Certificates for Dissolving Septic
Betterments



**BARNSTABLE COUNTY
COMMUNITY SEPTIC MANAGEMENT
LOAN PROGRAM**

3195 MAIN STREET/ P.O.BOX 427
BARNSTABLE, MASSACHUSETTS 02630



Phone: (508) 375-6610

Fax: (508) 375-6854

www.barnstablecountysepticloan.org

MEMORANDUM

DATE: January 13, 2020
TO: Board of Regional Commissioners
FROM: Community Septic Management Loan Program
SUBJECT: Certificates for Dissolving Septic Betterments

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed below, stating that betterments to be assessed pursuant to a betterment agreement for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have, together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners



Ronald Bergstrom, Chair



Mary Pat Flynn, Vice-Chair



Ronald R. Beaty, Commissioner

01/15/20
Date

CERTIFICATES FOR DISOLVING SEPTIC BETTERMENTS FOR 01 /15/20

Barnstable Registry District of the Land Court			Barnstable County Registry Of Deeds					
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property
1075140	849346 Plan 25929-D2	C2-19	X	X	X	X	Linda M. Stevens	Assessors Map 249 Parcel 31-OOT 855 West Main Street, Unit 19 Fisher's Village Condominium Hyannis (Barnstable)
X	X	X	22167	26	21704	299	John A. Delaney Shelagh M. Delaney	Assessors Map 36 Parcel L9 15 Herring Run Road Harwich
X	X	X	23344	73	7504	223	Kathleen M. Rabbitt	Assessors Map 33, Section 19 Parcel1002, Lot 035 28 Sheila Way East Falmouth (Falmouth)
X	X	X	25268	211	12812	225	Elizabeth L. Pacheco Trustee, The Pacheco Trust Dated 1/19/00, As Amended	Assessors Map 31.3 Parcel 2 310 County Road Bourne
X	X	X	27992	1	18130	78	Edward B. Wilson Judith L. Wilson	Assessors Map 76 Parcel 14 68 Yankee Drive Brewster
X	X	X	30114	30	13678	300	Edson Santos a/k/a Edson R. Dos Santos	Assessors Map 307 Parcel 2 20-22 Nautical Road Hyannis (Barnstable)
X	X	X	31078	19	6405	305	Mark E. Kelley Kim P. Kelley	Assessors Map 335 Parcel 54 1500 Mary Dunn Road Barnstable

Barnstable Registry District of the Land Court				Barnstable County Registry Of Deeds				
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property
X	X	X	31114	193	22287 22287	247 250	Carol Wiley Jennifer M. Falk	Assessor's Map 7 Parcel 481 48 Bow Road Eastham
X	X	X	31747	80	15458	149	Patrick M. Roche Lori A. Roche	Assessor's Map 12.1 Parcel 26-2 25 Williston Road Sagamore Beach (Bourne)
X	X	X	32220	81	5757	96	Cathie A. Gordon a/k/a Cathie G. Hammatt	Assessor's Map 2D Parcel 3-4-0 2702 Main Street South Chatham (Chatham)
X	X	X	32443	336	17876	71	Jeanne M. O'Connell	Assessor's Map 48 Parcel 11 153 Brier Lane Brewster