



# Truro Planning Board Agenda

## Remote Meeting

Wednesday, March 10, 2021 – 5:00 pm

[www.truro-ma.gov](http://www.truro-ma.gov)

## AMENDED

### Open Meeting

This will be a remote meeting. Citizens can view the meeting on Channel 18 in Truro and on the web on the "Truro TV Channel 18" button under "Helpful Links" on the homepage of the Town of Truro website ([www.truro-ma.gov](http://www.truro-ma.gov)). Click on the green "Watch" button in the upper right corner of the page. Please note that there may be a slight delay (approx. 15-30 seconds) between the meeting and the television broadcast/live stream.

Citizens can join the meeting to listen and provide public comment via the link below, which can also be found on the calendar of the Board's webpage along with the meeting Agenda and Packet, or by calling in toll free at [1-866-899-4679](tel:1-866-899-4679) and entering the following access code when prompted: [674-072-053](tel:674-072-053). Citizens will be muted upon entering the meeting until the public comment portion of the hearing. If you are joining the meeting while watching the television broadcast/live stream, please lower or mute the volume on your computer or television during public comment so that you may be heard clearly. Citizens may also provide written comment via postal mail or by emailing the Town Planner at [planner1@truro-ma.gov](mailto:planner1@truro-ma.gov).

Meeting link: <https://global.gotomeeting.com/join/674072053>

### Public Comment Period

The Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda. Speakers are limited to no more than 5 minutes.

### Public Hearing – Continued

**2020-006/SPR – Anne Labouisse Peretz; William T. Burdick & Richard C. Vanison, Trustees, Dune House Nom. Tr.** for property located at 112 North Pamet Road (Atlas Map 48, Parcel 1). Applicants seek a Residential Site Plan Review under Section 70 of the Truro Zoning Bylaw for demolition and removal of existing single-family dwelling in the Seashore Zoning District and construction of new smaller dwelling at a new location, set back from the coastal bank. The existing dwelling is at risk of sudden destruction due to storm-driven coastal bank erosion in its current location. [*Material in 1/6/2021 and 1/20/2021 packets*]

- ◆ Extension Agreement presented at January 20, 2021, February 3, 2021, and February 17, 2021 meetings

**Board Action/Review**

**2020-011/PB – Samantha Perry, Hillside Farm, LLC** seeks approval of Form A – Application for Determination that Plan Does Not Require Approval (ANR) pursuant to Section 2.2 of the Town of Truro Rules and Regulations Governing the Subdivision of Land with respect to property at 23 Perry Road, Truro MA, Map 45, Parcel 131. [Material in 10/21/2020 and 2/17/2021 packets]

- ◆ Extension Agreement presented at December 2, 2020, January 6, 2021, January 20, 2021, February 3, 2021, and February 17, 2021 meetings; Title information requested by Board

**2021-001/PB – Regan McCarthy** seeks approval of Form A – Application for Determination that Plan Does Not Require Approval (ANR) pursuant to Section 2.2 of the Town of Truro Rules and Regulations Governing the Subdivision of Land with respect to property at 35A Higgins Hollow Road, Truro MA, Map 47, Parcel 2.

**Gary C. Hanna – DUNES 102 FM/GCJH, Inc.** – discussion of proposed repairs/replacement on Tower located at 344 Route 6

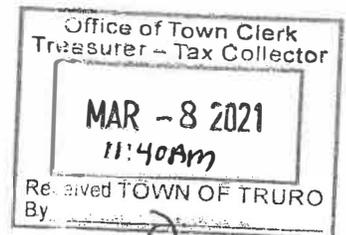
- Report on Zoning Articles presented to Select Board 2/9/2021
  - ◆ Remote Public Hearing to be scheduled for Wednesday, April 7, 2021 at 5:00 pm
- Planner Report
  - ◆ February Building Report (attached)
- Board public workshops:
  - ◆ Wednesday, March 17, 2021 at 2:30 pm
    - Potential Bylaw changes for 2023 Town Meeting
  - ◆ Wednesday, March 31, 2021 at 5:00 pm with Highland Affordable Housing
    - Housing Initiative: “How do we create a more diverse housing stock in Truro that includes a range of year-round housing options for populations including seniors, young families, and members of the local workforce while protecting our water and environment?”

**Site-Visit Minutes**

- ◆ December 15, 2020 – 38 Cliff Road
- ◆ January 5, 2021 – 112 North Pamet Road
- ◆ February 16, 2021 – 40 Highland Road

**Next Meeting** – Wednesday, March 24, 2021, at 5:00 p.m.

**Adjourn**



## STAFF MEMORANDUM

---

To: Truro Planning Board  
From: Barbara Carboni, Interim Town Planner/Town Counsel, KP Law  
Date: March 6, 2021  
Re: March 10, 2021 meeting

---

**2020-00/SPR – 112 North Pamet Road (Map 48, Parcel 1).** Application of William T. Burdick & Richard C. Vanison, Trustees, Dune House Nom Tr. for Residential Site Plan Review for alterations to dwelling on property located in the Seashore District. **CONTINUED HEARING**

Applicant to provide updated information, including 1) new location and dimensions of house; 2) report of landscape professional re: broom crowberries and other plants.

*Current extension from applicant: through March 10<sup>th</sup> for hearing; through March 24<sup>th</sup> for Board action.*

Update: Following comment from this Board and Zoning Board of Appeals, the Applicant has relocated the location of the proposed new dwelling out of the setback from the southerly lot line. The house is now conforming at 25 feet from the lot line. It is now proposed at a conforming height of 30.’ Based on an average existing grade of 56.9 feet, the maximum allowable ridge elevation is 86.9 feet, or 86 feet 10.8 inches. See calculations on “Proposed Grade Plane,” p. 3 of submission. The elevations indicate a ridge height of 86’10 ¾ inches. See A-4B, A5-A7. The Applicant has supplied a zoning table on the site plan, also included as a separate sheet. It indicates a Gross Floor Area of 2,590 square feet, compliant with the Bylaw.<sup>1</sup> A planting plan with limits of work is shown on the “Restoration Plan.”

The Applicant had previously reported that a biologist/landscape professional would be investigating and reporting the site; the Applicant might be asked to comment. Information/correspondence regarding NHESP review of the proposed project has not been provided; the Applicant might be asked to comment.

Related permitting: Having eliminated the zoning nonconformities from the proposed reconstruction, the Applicant will no longer need variances from the Zoning Board of Appeals. The Applicant will still need a special permit for reconstruction of a nonconforming dwelling under G.L. c. 40A, s. 6 and Zoning Bylaw Section 30.7, where the frontage is nonconforming.

### Draft Decision

A revised draft decision is circulated with this Staff Memo. For the sake of convenience only, it is in the form of a grant, in case the Board approves the proposal.

---

<sup>1</sup> The Table notes that Gross Floor Area and Building Height are provided by the architect.

**2021-00/ANR – 35A Higgins Hollow Road (Map 47, Parcel 2).** Form A Application of Regan McCarthy for endorsement of Plan of Land as “Approval Not Require” (ANR). Filed February 22, 2021; deadline for action March 12, 2021.

The subject property contains 5.38 acres, 3.85 in the Seashore District, and 1.53 in the Residential District. A division of the property into two lots is proposed: Lot 1 (2.77 acres Seashore, .23 acres Residential, total 3 acres) and Lot 2 (1.31 acres Residential; 1.07 acres Seashore, total 2.38 acres).

The existing lot does not have frontage on Higgins Hollow Road. The ANR Plan depicts a strip of land, owned by the National Seashore, between the lot and Higgins Hollow Road. A “Proprietors Road” depicted leads from Higgins Hollow Road over the Seashore land to the McCarthy lot, and continues over her lot from its western boundary to its eastern boundary, parallel to Higgins Hollow Road. It appears that the northern boundary of Proprietors Road is the same as the northern boundary of the McCarthy property. A Plan note indicates Proprietors Road as “existing overgrown way, 10’ wide vehicle tracks.” In addition, an “existing 8’-14’ wide Dirt Path Extension access easement” is depicted crossing the strip of Seashore land from Higgins Hollow Road over the McCarthy lot near its western boundary to provide access to an interior lot (more on this below).

The Form A submitted states that the proposed division of land is “not a subdivision” because every lot shown on the plan has frontage of 150 feet on:

“a private way in existence on December 8, 1955, the date when the subdivision control law became effective in the Town of Truro having, in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings to be erected thereon, namely **Proprietor’s Road, Higgins Hollow, a statutory private way.**”

(Language in bold added by applicant). In further comment, the Applicant states that:

“This Proprietors Road has been in use for centuries, as seen on the attached portion of the USGS Survey of 1848[,] where it is shown as the way through the hollow. The deed describes 30 rods (495 feet) of frontage and also reserves the right ‘to the way up and down the hollow.’ It is bounded on the north ‘by the north side of the Proprietors Road.’ Proprietors Roads are considered statutory private ways.”

Form A, page 2. The deed to McCarthy (as well as a 1911 predecessor deed) conveys the land “reserving the right of proprietors to the way up and down the hollow”; that is, reserving rights in the way to other private landowners.<sup>2</sup>

It is not clear that Proprietors Road is a statutory private way. “A statutory private way is a way laid out and accepted by town officials ‘for the use of one or more of the inhabitants.... a private way created for the benefit of a particular person or persons who were required to pay the

---

<sup>2</sup> As the Board knows, proprietors roads or ways were a fairly common way of providing access to multiple parcels created out of a larger tract of land purchased by a group of individuals or land development company.

damages for the layout unless the town agreed otherwise.” Moncy v Planning Board of Scituate, 50 Mass.App.Ct. 715, 720 (2001). There is no evidence of such layout and acceptance of Proprietors Road by the Town. However, even if Proprietors Road *were* a statutory way, that would not entitle the Applicant to an ANR endorsement. Divisions of land abutting statutory private ways are *not* exempt from the definition of subdivision in G.L. c. 41, s. 81L. See Johnson v. Town of Rockport, 1991 WL 11259383 (Land Court Sept. 13, 1991); Casagrande v. Town Clerk of Harvard, 377 Mass 703 (1979).

Proprietors Road is neither “(a) a public way or a way which the clerk. . .certifies is maintained and used as a public way, nor (b) a way shown on a plan theretofore approved and endorsed in accordance with the subdivision control law.” See G.L. c. 41, s. 81L. The application must therefore establish that Proprietors Road was (c) “a private way in existence on December 8, 1955. . .having, in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and . . .buildings”; and that “every lot within the tract so divided has frontage” on such way, “of at least such distance as is then required by zoning . . . by-law.” See G.L. c. 41, s. 81L. The Zoning Bylaw requires 150 feet. Lot 1 as depicted on the Plan has 195 feet of frontage; Lot 2 has 300’.

#### A private way in existence on December 8, 1955?

In support of her claim that Proprietor’s Road was a private way in existence at that time, the Applicant cites the language in her deed in describing the northerly side of her property as starting at:

“a stone on the north side of the proprietors road; thence westerly thirty rods in said Kelley’s range to the bound first mentioned – reserving the right of proprietors to the way up and down the hollow. . .”

Quitclaim Deed, James G. Wasenius to Regan McCarthy, Barnstable Registry of Deed. Addition evidence submitted includes a page from the USGS Coastal Survey (1848), annotated. One path indicated on the page is identified (presumably by the Applicant or agent) as “Proprietor’s Road/Cartway.” The Applicant has also submitted a 1948 deed in to the owner of property abutting to the east, 45 Higgins Hollow Road. This deed likewise references “a bound on the North side of the Proprietors Road,” and notes that the conveyance is “excepting and reserving all public and private ways, if any, up and down the Hollow.” John Dyer to Sebastian Davis, Barnstable Registry of Deeds, Book 706 Page 525.<sup>3</sup>

---

<sup>3</sup> The Davis parcel (45 Higgins Hollow) appears to be accessed via a paved driveway from Higgins Hollow Road over the strip of Seashore land to the dwelling. There is no recorded instrument provided for vehicular access. The Park Service reports that it “cannot issue easements or permits for roads and driveways; [it] can only issue rights of ways for utilities.” It was suggested that a driveway to a developed property might have pre-existed the Park. E-mail to BHC dated March 5, 2021.

Whether the Proprietors Road was a private way in existence on December 8, 1955, is a question of fact for the Board. While there is evidence supporting the existence of a way known as Proprietors Road, used by property owners to the east to access their lots, it is less clear that this way was still in use as of 1955. This is *not* to say that the existence of the way as of December 8, 1955 cannot be proven.

Sufficient width, suitable grades, and adequate construction for vehicular traffic

Whether Proprietors Road as it exists today meets the second criteria is also a question of fact for the Board: does it have:

“in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and . . . buildings.”

G.L. c. 41, s. 81L. The ANR plan submitted describes the area of Proprietors Road on the McCarthy property as “Existing Overgrown Way; 10’ Wide Vehicle Tracks.” The Board’s site visit will provide further information regarding the current condition of the area.

The Applicant presumably has the right to improve the area of Proprietors Road on her property – that is, along the 495 feet of frontage depicted. The ANR Plan indicates that the Applicant proposes to widen the westernmost section of Proprietors Road on her property to 14’. Yet even if that section of Proprietor’s Road were improved, access to the Applicant’s property remains dependent upon access over Seashore property. The Plan indicates that Lots 1 and 2 will be accessed from Higgins Hollows Way via either 1) a section of Proprietors Road to the west of the McCarthy property over Seashore land; or 2) the Dirt Path Extension over Seashore land. The latter intersects with Proprietors Road on Lot 2 depicted on the Plan. The interior of Lot 2 would be accessed from that point; Lot 1 would be accessed via an approximately 100-foot access and utility easement over Lot 2, 14 feet in width.<sup>4</sup>

It would appear from Plan notes that in their current state, neither the section of Proprietors Road over Seashore property, nor Dirt Path Extension over Seashore property would meet the criteria for sufficient access under G.L. c. 41, s. 81L (to be explored on the Board’s site visit). The question of whether these areas *might be improved* to meet such criteria is necessarily dependent upon the Applicant’s rights in those areas.

Rights in the Dirt Path Extension Area and Proprietors Road within Seashore property

---

<sup>4</sup> That is, Lot 1 is not accessed over its frontage on Proprietors Row. This is permissible, if there is sufficient access in fact. “[O]nce technical or literal compliance with the frontage requirement has been ascertained. . . the quality of the access alone becomes the sole focus.” Zywiec v. Planning Board of Northbridge, 2008 WL 555854 (Land Court February 29, 2008), citing Hobbs Brook Farm Property Co. Ltd. Part. v. Planning Board of Lincoln, 48 Mass.App.Ct. 403 (2000).

## Dirt Path Extension

Notes on the ANR Plan describe the Dirt Path Extension as “Existing 8’-14’ Wide Extension *Easement*” and indicate that it is “to be widened to 14’ wide and as required.” See Plan (emphasis added).

The Park Service does *not* view the Dirt Path Extension as the subject of an easement. There is no recorded grant of an easement, and in the 2007 “Boundary Line Agreement” entered into with the Park Service, the Applicant expressly released any claim to an easement over the Dirt Path Extension. See p. 3, para. 5.<sup>5</sup> The Dirt Path Extension is described in this Agreement as that portion of a “dirt path of uneven width” located between the northern boundary of the McCarthy parcel and Higgins Hollow Road. The Agreement states that the Park Service:

“has no objection to the use of the existing Dirt Path Extension by McCarthy. . . for vehicular and pedestrian access to and egress from the McCarthy Parcel, provided that McCarthy and subsequent owners shall not have any right to change, alter, relocate or improve the Dirt Path Extension without written approval from the Superintendent. . . .”

Agreement, para. 5. This paragraph further provides:

“The USA will provide ninety (90) days written notice to McCarthy at the address indicated in this Agreement in the event that it intends to object to McCarthy’s use of the Dirt Path Extension for vehicular access.”

It is the Applicant’s burden to establish that she has the right to improve the area of the Dirt Path Extension such that it meets the access criteria under G.L. c. 41, s. 81L (to the extent it does not currently, which is a question of fact for the Board). “Ha[ving] no objection to the use” of an area is not the same as granting an easement in the area; nor is it the same as allowing the user to improve the area. Given the language above - requiring approval of the Superintendent to improve the Dirt Path Extension, and articulating the possibility that the Park Service might end permissive use of the Extension - it is not clear that the Applicant has the right to widen the Extension. However, the Applicant could seek further opportunity to make such a case to the Board.

## Proprietors Road

The Boundary Line Agreement also addresses the use of Proprietors Road, including the portion on Seashore land:

“[T]he parties acknowledge that (a) the McCarthy Parcel is bounded on the north by the north side of the Proprietors Road, a public way<sup>6</sup>, and (b) McCarthy has the right to

---

<sup>5</sup> The Park Service has elsewhere stated that it “does not have the authority to convey real estate interests in National Parks, with the exception of land exchange transactions.” Letter from Park Service re: 35 Higgins Hollow dated February 5, 2005.

<sup>6</sup> This characterization is in error.

access the McCarthy Parcel by the Proprietors Road, and to run utilities to the McCarthy Parcel under and upon Proprietors Road. McCarthy shall apply to the USA for a utility Right of Way Permit pursuant to 36 CFR 14 so as to allow utilities to be brought to the McCarthy Parcel via the Dirt Path Extension, and the installation of utilities in compliance with such Right of Way Permit shall not constitute a breach of this Agreement.<sup>7</sup>

Agreement, para. 5.

Again, it is the Applicant's burden to establish that she has the right to improve the area of Proprietors Road on Park Service land such that it meets the access criteria under G.L. c. 41, s. 81L (to the extent it does not currently, which is a question of fact for the Board). Given the absence of express language allowing such improvement, it is not clear that the Applicant has the right to widen Proprietors Road on Seashore property "to 14' and as required" as noted on the ANR Plan. However, the Applicant could seek the opportunity to make the case that she does.

### Summary

- 1) The Board must make factual determination as to whether Proprietor's Road was a private way in existence on December 8, 1955. If the Board finds that it *was not*, then the division proposed does not satisfy any of the three "way" options described in G.L. c. 41, s. 81L, and is a subdivision of land requiring the Board's approval. If the Board finds that Proprietors Road *was* such a way, **then:**
- 2) The Board must make factual determinations as to whether either the Dirt Path Extension area, or the area of Proprietors Road on Seashore property meets the criteria for sufficient access under G.L. c. 41, s. 81L ("having, in the opinion of the Board," etc.). If the Board determines that the *current* condition of either or both areas meet the access criteria of s. 81, then the proposed division of land is not a subdivision and the Plan must be endorsed as ANR (but only if the Board has found that Proprietors Road was a way in existence; see (1) above). If the Board determines that the current condition of the Dirt Path Extension and Proprietors Road on Seashore property *do not* satisfy the s. 81L access criteria, **then:**
- 3) The Board must determine whether the Applicant has the right to improve the Dirt Path Extension and/or Proprietors Road on Seashore property so as to meet the s. 81L criteria. If the Board finds that the Applicant *does have* the right to improve either or both areas so as to meet the s. 81L criteria, then the division of land on the Plan might be considered "not a subdivision" and entitled to ANR endorsement. If the Board finds that the Applicant *does not* have the right to improve either the Dirt Path Extension or the Proprietors Road on Seashore property to meet the s. 81L criteria (and does not currently meet such criteria, see (2) above), then the division of land is a subdivision and requires the Board's approval.

---

<sup>7</sup> It appears that the Applicant may run utilities through either Proprietors Road *or* the Dirt Path Extension.

**2020-011/PB – 23 Perry Road (Map 45, Parcel 131).** Application of Samantha Perry, Hillside Farm, LLC for a determination that submitted Plan does not require approval under the Subdivision Control Law (endorsement as “Approval Not Required” under G.L. c. 41, s. 81).

**CONTINUED**

*Note: current extension from applicant: through March 10th<sup>th</sup> for hearing; through March 24<sup>th</sup> for Board action.*

Recycled from prior Staff Memo: With the initial ANR application in the fall of 2020, counsel submitted a narrative regarding the history of the subject parcel and adjacent land held by various members of the Perry family, with attachments (e.g., sketches; plans). At its October 21, 2020 meeting, the Board requested a more robust submission regarding ownership of the subject property and adjacent land.

Counsel has submitted a package containing deeds, plans, title abstracts from 1996 and 2018, sketch plans, and certain Cape Cod Commission file documents relating to earlier referrals to the Commission as a mandatory DRI. The package also contains a memorandum from counsel arguing that the land subject to the ANR application “does not propose to divide parcels of land totaling 30 acres or more in common ownership or control on or after September 30, 1994,” and accordingly “does not constitute lands subject to the mandatory review provisions of the Cape Cod Commission Act.” Letter at p. 1.

*The following is adapted from my Staff Memo prepared for the Board’s October 21, 2020 meeting, updated to reflect the recent submission and further discussion:*

Development of Regional Impact (DRI) and Prior Applications

As the Board is aware, one of the thresholds requiring referral of a development proposal to the Cape Cod Commission as a Development of Regional Impact (DRI)<sup>8</sup> is:

“(c) Any development that proposes to divide parcel(s) of land totaling 30 acres or more in common ownership or control on or after September 30, 1994, including assembly and recombination of lots. . . .”

From Section 3, “Developments Presumed to be Developments of Regional Impact (DRI Review Thresholds)” of the Regulations Governing Review of Developments of Regional Impact.

Planning Department records indicate that Perry properties have been the subject of a number of applications to the Board under the Subdivision Control Law, and on at least two occasions, the applications were referred to the Commission as DRIs. Correspondence between the former Interim Town Planner (Jessica Bardi, Esq.) and Jonathon Idman, the Commission’s

---

<sup>8</sup> As defined in the Cape Cod Commission Act, a Development of Regional Impact is defined as:

“a development which, because of its magnitude or the magnitude of its impact on the natural or built environment, is likely to present development issues significant to or affecting more than one municipality, and which conforms to the criteria established in the applicable standards and criteria for developments of regional impact pursuant to section twelve.”

Chief Regulatory Officer, indicates that in 2018, an application of “Claire Perry – Preliminary Plan”, 2018-004PB, was before the Board. At that time, Mr. Idman advised Ms. Bardi:

“The land that is the subject of that proposed preliminary plan was once part of a larger assemblage of land, in excess of 30 contiguous acres, owned by John S. and Lucy Perry. That larger assemblage of land was the subject of two cases previously referred by the planning board to the Cape Cod Commission for development of regional impact review. I’ve attached copies of the Commission’s files in those two cases (1995 and 2000), both of which were withdrawn from consideration . . . .

...

I believe that, under the foregoing review threshold, the Commission maintains (as it did in the earlier cases for which I provide you the case files) mandatory jurisdiction over division of the land proposed in the above referenced matter before the Planning Board because that proposal involves the division of land that is part of a larger assemblage of contiguous land exceeding 30 acres held in single or common ownership on or after September 30, 1994.”

Email dated September 13, 2018 from Jonathon Idman to Jessica Bardi (circulated with this Staff Memorandum). The application for a preliminary subdivision plan was withdrawn. Subsequently, counsel prepared the ANR application and supporting materials submitted last fall.

#### Applicants’ New Submission

The recent submission is certainly more robust, although it does not conform to the standards or conventions of a title report, and is not certified.

Of most significance is an argument introduced on page 4 of the letter: that in calculating the combined acreage of parcels 7, 8, 9,10, 11, 13 and 14:

“In our sketch plans we have *scaled the upland area*<sup>9</sup> in 1994 as totaling 26.52 acres. . . The majority of parcel 11 and all of parcels 13 and 14 consist of undevelopable wetlands.”

(emphasis added). On page 8, it is stated that “there has not been common title ownership of *an area of upland* equal to or more than 30.00 acres.” (emphasis added). On page 9, the argument is fleshed out. The Applicants argue that because wetlands cannot be developed (and are not included in certain calculations under the Zoning Bylaw, Board of Health regulations, and Conservation Commission regulations), they should not count towards the 30 acre threshold that determines mandatory referral as a DRI. The Applicants conclude:

“Absent the inclusion of wetlands for calculation of land ownership subject to the mandatory DRI referral threshold, the land from which the ANR land derives does not and has never exceeded 30 acres. Therefore no DRI is warranted and the Planning Board should endorse the ANR without further action.”

---

<sup>9</sup> This process needs fuller explanation.

Letter at p. 9. The Board is not provided with the *total* acreage of the land from which the ANR land derives, but evidently it exceeds 30 acres.

Counsel for the Applicants provided Mr. Idman with a copy of the materials submitted to the Board. I spoke with Mr. Idman today (February 16th) and he does not concur with the Applicants' interpretation of "30 acres" as excluding wetlands. That is, the calculation of 30 acres includes the *total* lot area, not simply the area of upland.

Mr. Idman again noted that there has been no change in his approach to these properties and DRI referral.

#### Offer to Truro Conservation Trust

The Applicants state that they have offered to donate parcels 13 and 14 (wetlands) to the Truro Conservation Trust subject to reservation of drainage and irrigation rights. This offer is "subject to approval of the ANR by the Planning Board without review of the land division by the Cape Cod Commission." Letter at p. 9. I spoke with Fred Gaechter today (February 16<sup>th</sup>) and he has confirmed that the Trust received the offer; also that his Board had voted to accept the offer, with the condition that the Board would not take a position on the ANR application before the Planning Board.



**La Tanzi  
Spaulding  
& Landreth**

8 Cardinal Lane  
Orleans

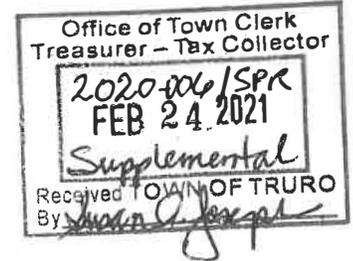
14 Center Street, Suite 4  
Provincetown

3010 Main Street, Suite 2E  
Barnstable

February 24, 2021

Benjamin E. Zehnder  
ext. 128  
bzehnder@latanzi.com

Susan Joseph, Acting Town Clerk  
Truro Town Hall  
24 Town Hall Road  
Truro, MA 02666



Re: Supplemental Filing /  
Planning Board Case No. 2020-06 / SPR  
112 North Pamet Road (Assessor's Parcel ID 48-1)

Dear Ms. Joseph:

Please find enclosed for filing with Planning Board Case No. 2020-06 / SPR an original packet of supplemental materials, plus fourteen additional packet copies. My office will email a scan of the entire application to [planner1@truro-ma.gov](mailto:planner1@truro-ma.gov) today. The enclosed supplemental materials are listed as follows:

1. Zoning Table detail from Site Plan dated February 24, 2021;
2. Grade Calculations (existing) dated February 23, 2017;
3. Proposed Grade Plane sketch dated February 23, 2021;
4. Stamped lighting specification sheets (6 sheets);
5. Site Plan dated February 24, 2021 numbered C2.1.1;
6. Grading Plan dated February 24, 2021 numbered C2.2.1;
7. Landscaping Plan dated February 24, 2021;
8. Architectural floor plans, elevations, lighting plan, and materials and exterior lighting schedules dated February 23, 2021 (9 sheets: A1; A2; A3; A4B; A5; A6; A7; A8; and A9).

Thank you for your assistance.

Very truly yours,

Benjamin E. Zehnder

Enc.  
cc via email only w/ attachments:  
Barbara Huggins Carboni, Esq., Acting Town Planner  
client  
Daniel Costa  
Bradford Malo  
David Michniewicz  
Theresa Sprague

*A Legal Beacon since 1969*

## ZONING TABLE

### ZONING DISTRICT: SEASHORE DISTRICT

<i>SUBJECT</i>	<i>REQUIRED</i>	<i>EXISTING</i>	<i>PROPOSED</i>
LOT AREA	130,680 S.F. (3 AC.)	137,612 ± S.F.	137,612 ± S.F.
FRONTAGE	150 FT.	0 FT.	0 FT.
FRONT SETBACK	50 FT.	N/A	N/A
SIDE SETBACK (NORTH-WEST)	25 FT.	45 ± FT.	109 ± FT.
SIDE SETBACK (SOUTH)	25 FT.	47.3 ± FT. / 39.1 ± FT.	25 FT.
BUILDING HEIGHT	30 FT. MAX.	30.4 ± FT.	30.0 FT. *
NUMBER OF DWELLINGS/BUILDINGS	N/A	1	1 (NO CHANGE)
TOTAL GROSS FLOOR AREA	N/A	3,167 ± S.F. *	2,590 ± S.F. *
BUILDING AREA (IMPERV. ROOF)	N/A	2,941 ± S.F. OR 2.1 %	1,952 ± S.F. OR 1.4 %
PATIO & TERRACE AREAS (IMPERV.)	N/A	0 S.F.	624 ± S.F.
PAVED DRIVE AREAS (IMPERV.)	N/A	1,500 ± S.F.	1,500 ± S.F.
LOT COVERAGE (IMPERVIOUS)	N/A	4,441 ± S.F. OR 3.2 %	4,076 ± S.F. OR 3.0 %

\* PROVIDED BY ARCHITECT (SEE ARCHITECTURAL PLANS)

<i>LANDSCAPE NOTE:</i>	<i>AREA</i>
Ⓐ – AREA OF EXISTING HOUSE SITE TO BE RESTORED	12,500 ± S.F.
Ⓑ – AREA OF HOUSE RECONSTRUCTION	34,040 ± S.F.

AREAS Ⓐ AND Ⓑ ARE TO BE REVEGETATED WITH NATIVE GRASSES AND WOODY SHRUBS EXCEPT AS NOTED. SEE LANDSCAPE PLAN

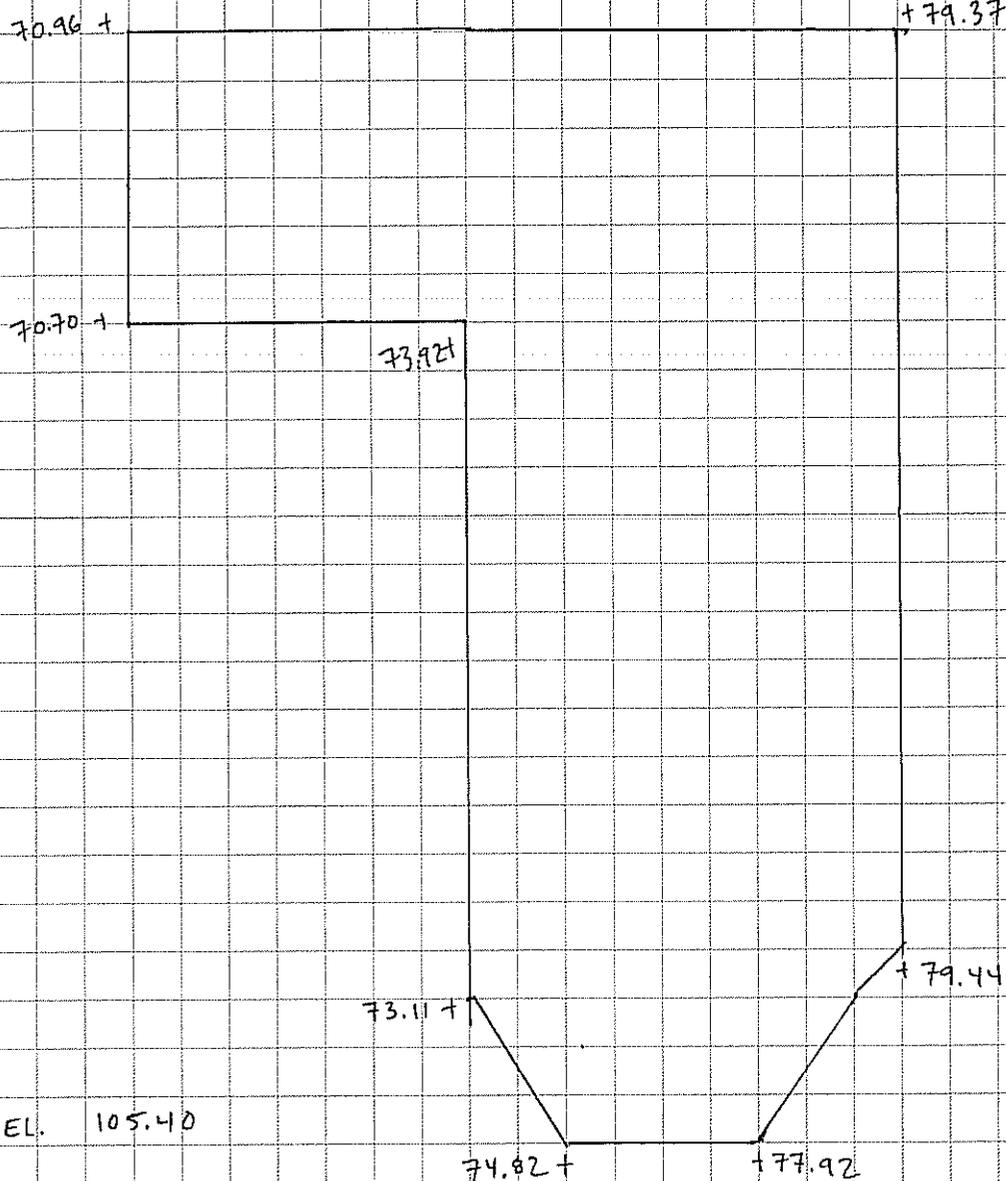


260 Cranberry Highway, Orleans, MA 02653

Orleans | Sandwich | Nantucket

508.255.6511 P 508.255.6700 F coastalengineeringcompany.com

EXISTING



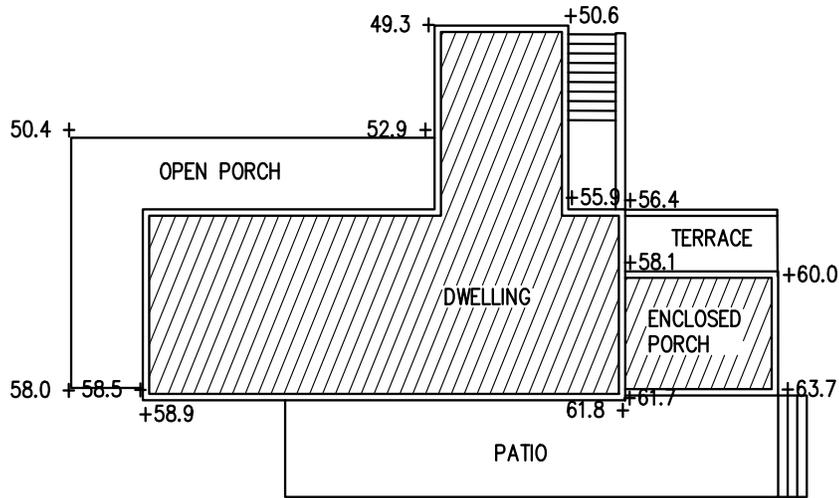
Average grade =

$$\frac{(70.96 + 79.37 + 79.44 + 77.92 + 74.82 + 73.11 + 73.92 + 70.70)}{8} = 75.03$$

BLDG HEIGHT = 105.40 - 75.03 = 30.4 ±

ALLOWABLE MAX BLDG HEIGHT = 30 FT

F:\ISDK\PROJ\C11000\C11483\C11483-00\C11483-C3D.dwg 2/23/2021 9:03 PM



# PLAN

SCALE: 1"= 20'

## AVERAGE GRADE CALCULATION (ELEVATIONS):

TOTAL OF GRADES AT EACH CORNER: 796.2  
 TOTAL CORNERS: 14  
 AVERAGE EXISTING (NATURAL) GRADE:  $796.2/14 = 56.9$   
 MAXIMUM ALLOWABLE RIDGE ELEVATION:  $56.9 + 30 = 86.9$

Coastal Engineering Co., Inc. © 2021

DRAWN BY: BPM  
C11483-C3D.dwg



**PROPOSED GRADE PLANE  
FOR  
ANNE PERETZ**

112 NORTH PAMET ROAD

TRURO, MA

SHEET NO.

**SKC-1**

PROJECT NO.

**C11483.01**

SCALE

**AS NOTED**

DATE

**2/23/2021**

3

SHOP NOW

FIND YOUR STYLE EVENT Save up to 40% Limited time only.

Wall Lights : Wall Sconces : Outdoor Sconces : Mast Outdoor Wall Sconce by Original BTC



### Mast Outdoor Wall Sconce

by Peter Bowles for Original BTC

★★★★★ 5.0 (1) Write a review

\$419.00 - \$479.00 + FREE SHIPPING

Available to ship after  
Mon Apr 12 2021



Select Finish (5) : Anodized Aluminum



Low Price Guarantee

Easy Returns

1

\$419.00

+ FREE SHIPPING

ADD TO CART

Available to ship after Mon Apr 12 2021

ADD TO PROJECT

ITEM#: BTC5396  
MPN ID: BT-OP0749ALU



### Questions about the Mast Outdoor Wall Sconce?

Our 100% US-based ALA-certified product specialists can help you find the perfect product



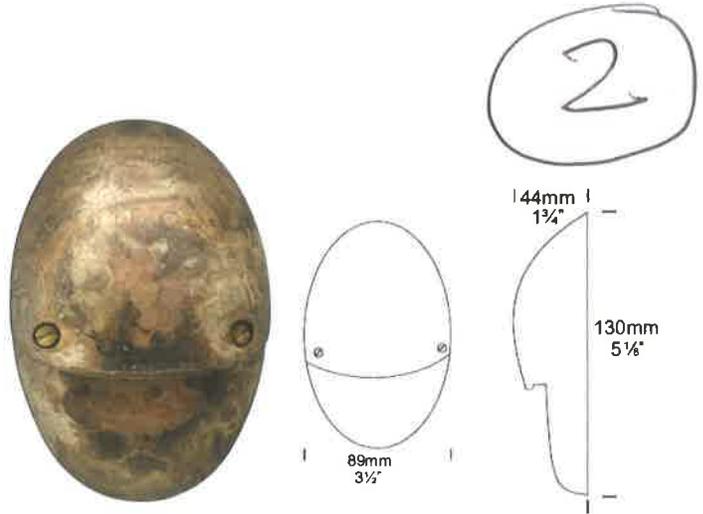
## Mouse Lite

PROJECT:
TYPE:
SOURCE:
NOTES:

### PURELED SPECIFICATIONS

<b>LED Chip</b>	Cree XPG-3 Plug and Play field replaceable LED board
<b>Luminaire Output</b>	120 Lumens @ 700mA (2 watts), delivered from luminaire with unobstructed beam.
<b>Lumens Per Watt</b>	60 Lumens minimum @ 2 watts, delivered from luminaire with unobstructed beam
<b>CRI (3000K)</b>	90+
<b>Colour Temperatures</b>	2700K, 3000K, 4000K
<b>Beam Angles</b>	120 degrees
<b>Ingress Protection</b>	IP66

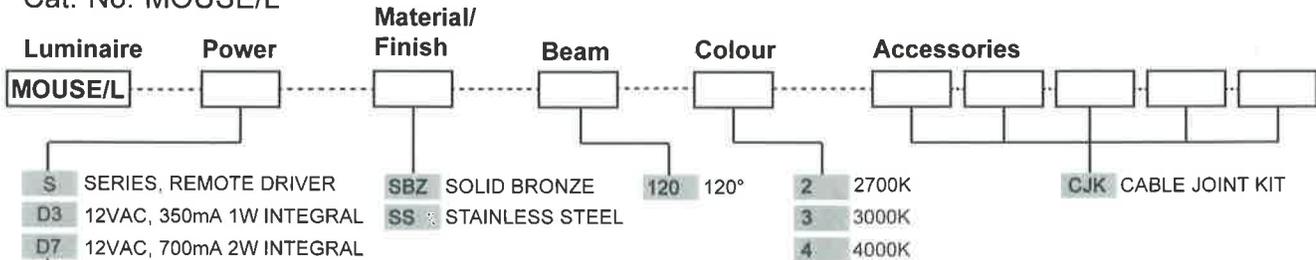
<b>Warranty</b>	Electronics = 5 years Body SS/SBZ = 10 years
<b>Standards</b>	AS/NZS 61046, EN60598 cUL 1838, 2108 CSA C22.2 No.250.7, No.250.0-08 CE



### PRODUCT CONFIGURATION

Please fill in appropriate codes into boxes provided

Cat. No. MOUSE/L



**SERIES, REMOTE DRIVER REQUIRED:**  
Constant current driver  
Individual fixtures require 3vdc @ 700mA maximum

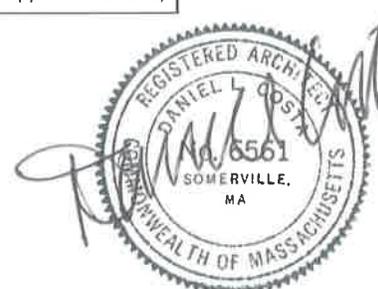
**12VAC INTEGRAL DRIVER:**  
Hunza Buckbullet driver (included)  
Input: 12VAC, 3watt total  
Output: 3vdc @ D3=350mA, D7=700mA

**OTHER LAMP OPTIONS:**  
MOUSE/H - G4 Halogen 12V Lamp  
MOUSE/GL - G4 LED Retrofit 12V Lamp (lamps vary by market - please refer to supplier for details)

[Click here for halogen specification sheet](#)

[Click here for 240v Remote Power Supply Guidance Charts](#)

[Click here for USA Remote Power Supply Guidance Charts](#)



# LUMINAIRE CONSTRUCTION

**CNC machined from one of the following metals:**  
**Solid Bronze:** investment cast in solid bronze with forge mounting plate.

**Luminaire Weight:**  
 SBZ: 0.820kg (1lb 13oz)  
 SS: 0.750kg (1lb 10oz)



**316 Stainless Steel:** investment cast in 316 stainless steel with investment cast 316 stainless steel mounting plate.

**Lens:** 2mm (1/16") frosted tempered shatter resistant glass.  
 Lifetime Warranty.

**Mounting:** mount using a mounting plate fixed to the wal , etc with 316 stainless screws. The luminaire is then fitted to the back plate using two pan head screws.

## ACCESSORIES

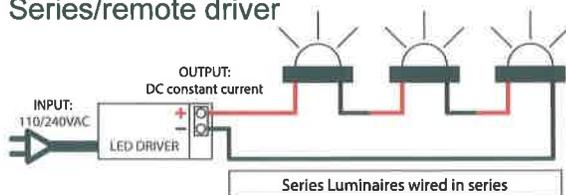
## BEAM ANGLES

IES files available for download: [hunzalighting.com/downloads](http://hunzalighting.com/downloads)



## WIRING GUIDE

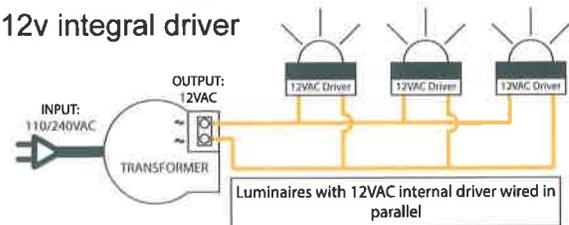
Series/remote driver



Diagrams are a guide only, wire colours and polarity may change depending on fixture and country

Available for download: [hunzalighting.com/downloads](http://hunzalighting.com/downloads)

12v integral driver



Specifications may change without notification Aug 2017



---

## TIER LITE

Pole Mount  
CAT. NO TL

The Tier Lite is designed for illuminating medium level foliage. It provides 360 degree illumination on a horizontal plane and does not project any vertical light. The luminaire is mounted onto a 700mm pole to provide a soft pool of light suitable for a wide variety of landscape situations.





## Pure LED

### LED Chip

Cree XHP-50-2 Plug and Play field replaceable LED board

### Output

510 Lumens @ 1050mA

### Lumens Per Watt

85 Lumens @ 6 watts

### Colour Temperature

2700K, 3000K, 4000K

### CRI Warm White (3000K)

90 standard

### Beam Angles

360 degrees

## Physical Properties

### Materials

Solid Powdercoated Aluminium, Copper or 316 Stainless Steel

### Ingress Protection

IP56/IP66

### Standards

As/NZS 61046, UL1838, CSA C22.2 No. 250.7

## Other Light Sources

### Alternative Light Sources

G4 bi-pin 5, 10 or 20 watt, Promus G4JCLED, Fluorescent 110/240V

## Power Supply Options

### Recommended Power Supply



1

Remote (Series) Driver, Integral 12VAC Driver with Transformer, Retro 110/240VAC Driver

[View All LED Power Supplies →](#)

Downloads



**IES**  
(7 Kb)



**Installation Instructions Halogen**  
(238 Kb)



**Installation Instructions Halogen USA**  
(407 Kb)



**Installation Instructions Halogen Retro USA**  
(135 Kb)



**Installation Instructions PureLED**  
(998 Kb)



**Installation Instructions PureLED USA**  
(1329 Kb)



**Product Diagram**  
(206 Kb)



**Product Photo**  
(1208 Kb)



**Specification Sheet**  
(796 Kb)

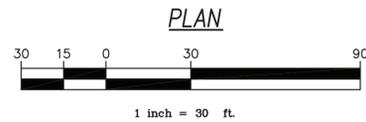
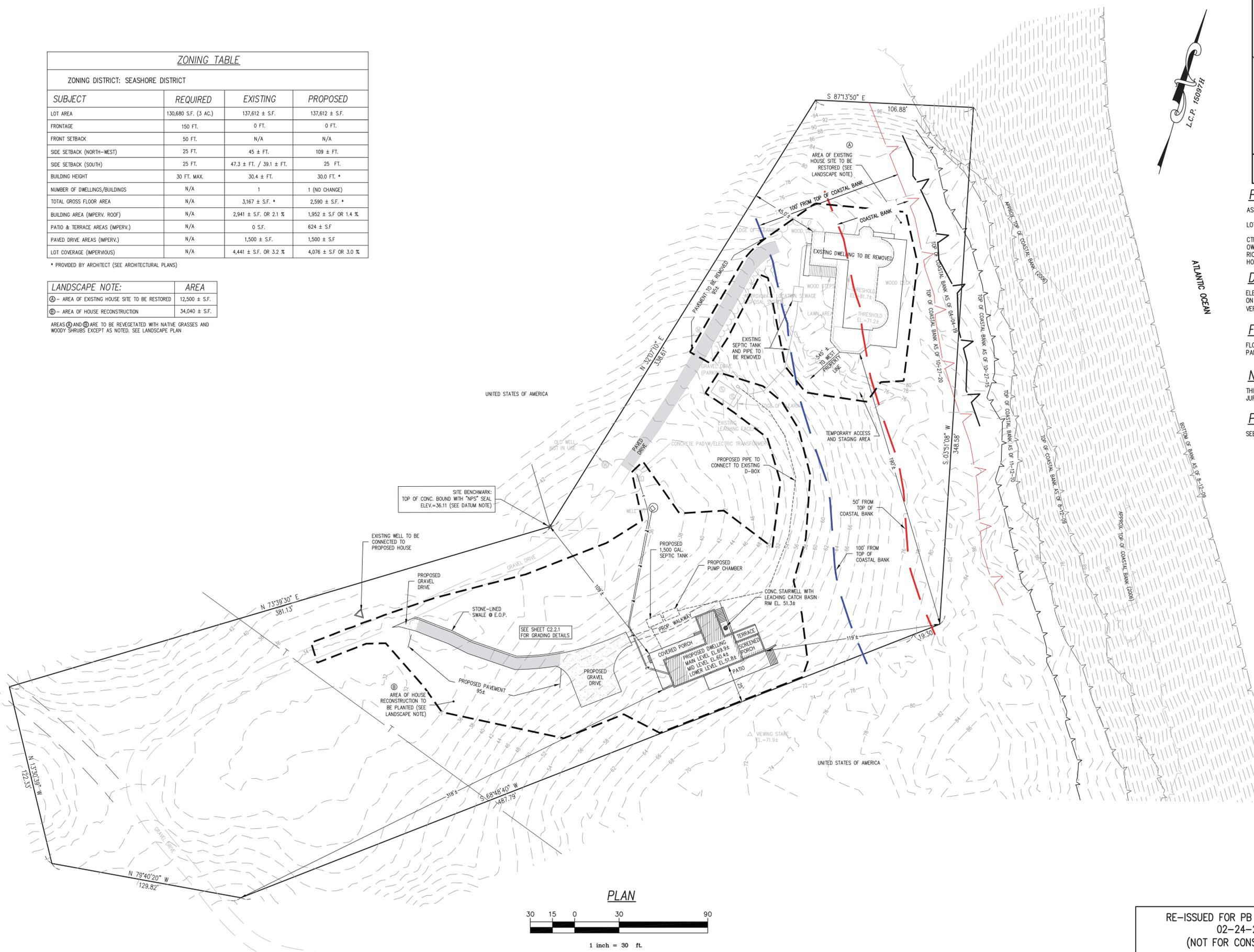


ZONING TABLE			
ZONING DISTRICT: SEASHORE DISTRICT			
SUBJECT	REQUIRED	EXISTING	PROPOSED
LOT AREA	130,680 S.F. (3 AC.)	137,612 ± S.F.	137,612 ± S.F.
FRONTAGE	150 FT.	0 FT.	0 FT.
FRONT SETBACK	50 FT.	N/A	N/A
SIDE SETBACK (NORTH-WEST)	25 FT.	45 ± FT.	109 ± FT.
SIDE SETBACK (SOUTH)	25 FT.	47.3 ± FT. / 39.1 ± FT.	25 FT.
BUILDING HEIGHT	30 FT. MAX.	30.4 ± FT.	30.0 FT. *
NUMBER OF DWELLINGS/BUILDINGS	N/A	1	1 (NO CHANGE)
TOTAL GROSS FLOOR AREA	N/A	3,167 ± S.F. *	2,590 ± S.F. *
BUILDING AREA (IMPERV. ROOF)	N/A	2,941 ± S.F. OR 2.1 %	1,952 ± S.F. OR 1.4 %
PATIO & TERRACE AREAS (IMPERV.)	N/A	0 S.F.	624 ± S.F.
PAVED DRIVE AREAS (IMPERV.)	N/A	1,500 ± S.F.	1,500 ± S.F.
LOT COVERAGE (IMPERVIOUS)	N/A	4,441 ± S.F. OR 3.2 %	4,076 ± S.F. OR 3.0 %

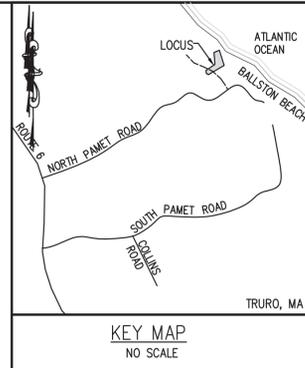
\* PROVIDED BY ARCHITECT (SEE ARCHITECTURAL PLANS)

LANDSCAPE NOTE:	AREA
Ⓐ - AREA OF EXISTING HOUSE SITE TO BE RESTORED	12,500 ± S.F.
Ⓑ - AREA OF HOUSE RECONSTRUCTION	34,040 ± S.F.

AREAS Ⓐ AND Ⓑ ARE TO BE REVEGETATED WITH NATIVE GRASSES AND WOODY SHRUBS EXCEPT AS NOTED. SEE LANDSCAPE PLAN



RE-ISSUED FOR PB & ZBA REVIEW  
02-24-2021  
(NOT FOR CONSTRUCTION)



**PLAN & TITLE REFERENCES:**

ASSESSORS MAP 48, PARCEL 1  
LOT 7 L.C.P. 15097H  
C.T. OF TITLE 208468  
OWNERS: WILLIAM T. BURDICK and RICHARD C. VANISON, TRUSTEES DUNE HOUSE NOMINEE TRUST

**DATUM NOTE:**

ELEVATIONS SHOWN HEREON ARE BASED ON APPROXIMATE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 1929)

**FLOOD NOTE:**

FLOOD ZONE X AS SHOWN ON FEMA FIRM PANEL #25001C0144J REVISED JULY 16, 2014

**NOTE:**

THIS PROPERTY IS SUBJECT TO JURISDICTION UNDER NHESP

**PROPOSED GRADING:**

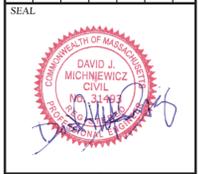
SEE DRAWING C2.2.1 FOR PROPOSED GRADING DETAILS

**LEGEND**

- EXISTING**
- NPS BOUND (NATIONAL PARK SERVICE)
  - ⊙ SEWER MANHOLE
  - ☒ TELEPHONE BOX
  - 80 — CONTOUR
  - 82.1 SPOT GRADE
- PROPOSED**
- 80 — CONTOUR
  - + 71.0 SPOT GRADE
  - W — WATER SERVICE
  - E — ELECTRIC SERVICE



NO.	DATE	REVISION
1	02-24-2021	MODIFY PROPOSED HOUSE LAYOUT & UPDATE ZONING TABLE



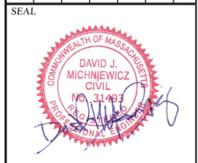
PROJECT: ANNE PERETZ  
112 NORTH PAMET ROAD  
SHEET TITLE: SITE PLAN SHOWING PROPOSED DWELLING RECONSTRUCTION  
PROJECT NO.: C11483.01

SCALE: AS NOTED  
DRAWING FILE: C11483-C3D.dwg  
DATE: 02-24-2021  
REV: 12-07-2020  
DRAWN BY: MAP/bpm/MJB  
CHECKED BY:

PROJECT NO. C11483.01

F:\SDSK\PROJECT\1000\C11483\C11483-C3D.dwg Feb 24, 2021 9:41am

NO.	DATE	REVISION	BY
1	02-24-2021	MODIFY PROPOSED HOUSE LAYOUT AND GRADING	BPM



PROJECT	ANNE PERETZ
PROJECT	112 NORTH PAMLET ROAD
SHEET TITLE	PROPOSED DWELLING RECONSTRUCTION
SCALE	AS NOTED
DRAWING FILE	C11483-C3D.dwg
DATE	02-24-2021
REV.	12-07-2020
DRAWN BY	bpm/MJB
CHECKED BY	
PROJECT NO.	C11483.01



**LEGEND**

**EXISTING**

- NPS BOUND (NATIONAL PARK SERVICE)
- ⊙ SEWER MANHOLE
- Ⓜ TELEPHONE BOX
- 80 — CONTOUR
- +82.1 SPOT GRADE

**PROPOSED**

- 50 — CONTOUR
- + 71.0 SPOT GRADE
- W — WATER SERVICE
- E — ELECTRIC SERVICE

SITE BENCHMARK:  
TOP OF CONC. BOUND WITH "NPS" SEAL  
ELEV.=36.11 (SEE DATUM NOTE)

PROPOSED PIPE TO  
CONNECT TO EXISTING  
D-BOX

WELL PIT

PROPOSED  
1000 GAL.  
SEPTIC TANK

PROPOSED  
PUMP CHAMBER

CONC. STAIRWELL WITH  
LEACHING CATCH BASIN  
RIM EL. 51.3±

COVERED PORCH

PROPOSED DWELLING  
MAIN LEVEL EL.69.9±  
MID LEVEL EL.60.4±  
LOWER LEVEL EL.51.8±

TERRACE

SCREENED  
PORCH

PATIO EL. 69.8±

LANDSCAPE WALL

LANDSCAPE WALL

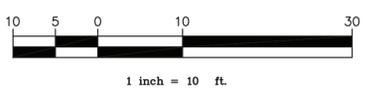
STONE-LINED  
SWALE @ E.O.P.

PROPOSED PAVEMENT  
95±

PROPOSED  
GRAVEL DRIVE

AREA OF HOUSE  
RECONSTRUCTION TO  
BE PLANTED (SEE  
LANDSCAPE NOTE)

PLAN



RE-ISSUED FOR PB & ZBA REVIEW 02-24-2021  
(NOT FOR CONSTRUCTION)

PROJECT AREA



Google Earth aerial image of 112 N. Pamet Rd. Truro, MA.

PLAN NOTES

- Site plan provided by Coastal Engineering, Orleans, Ma.
  - The proposed land management/restoration program addresses three project areas on the site.
- Project Area 1 - Restoration of existing structure demolition area located at the top of the coastal bank - approximately 12,455 square feet:
    - After demolition and re-contouring of the demolition site, restore the area with planting as illustrated in the planting plan.
    - In areas not excavated as part of the structure demolition, manage invasive vegetation including Autumn olive (*Elaeagnus umbellata*), Asiatic bittersweet (*Celastrus orbiculatus*), and shrub Honeysuckle (*Lonicera spp.*) by selectively treating with an EPA-approved systemic herbicide using a cut and wipe method to avoid disturbing soils and surrounding native vegetation. All existing native vegetation in undisturbed areas will be protected throughout the invasive plant management process and will remain intact.
    - All steep slopes remaining after land re-contouring will be seeded as shown, and blanketed with 100% biodegradable coconut/straw erosion control blanket, followed by planting of beach grass and/or woody vegetation.
  - Project Area 2 - New construction site - approximately 37,242 square feet:
    - Restore areas within the limit of work of the proposed new construction with an appropriate native community to stabilize slopes, restore biomass, biodiversity, and wildlife habitat as illustrated in the planting plan.
    - Prior to excavation of the site for construction, harvest existing heathland groundcovers within the structure footprint (bearberry (*Arctostaphylos uva-ursi*), beach heather (*Hudsonia tomentosa/ericoides*), reindeer lichen (*Cladonia rangiferina*), bayberry (*Myrica pensylvanica*), and beach plum (*Prunus maritima*) in 2x3 and 4x4 sections. Store harvested heathland sections on site (in open areas located in Project Area 1) to be used for restoration throughout disturbed areas on Project Area 2.
    - All steep slopes remaining after land re-contouring will be seeded as shown, and blanketed with 100% biodegradable coconut/straw erosion control blanket, followed by planting of beach grass and/or woody vegetation.
  - Project Area 3 - Selective invasive vegetation management in areas between the two main project sites - approximately 12,685 square feet:
    - Invasive species on site that will be managed/removed include Autumn olive (*Elaeagnus umbellata*), Asiatic bittersweet (*Celastrus orbiculatus*), and shrub Honeysuckle (*Lonicera spp.*). Invasive plants will be removed using a cut and wipe method with an EPA-approved systemic herbicide to avoid disturbing soils and surrounding native vegetation.
    - After invasive species removal any bare soils will be seeded with a native grass and wildflower mix as necessary.
    - Native vegetation that was damaged by invasive species or historic pruning may be regeneratively pruned using best management practices to promote healthy regeneration and vigorous growth.
    - Existing native vegetation will be supported and allowed to naturally regenerate and recolonize the areas.
    - All vegetation debris will be removed from the site and brought to an off-site disposal area.
- Follow up invasive species management will be ongoing over the next three growing seasons to ensure proper management and successful restoration.
  - Temporary irrigation will be required for restoration plantings for the first two to three growing seasons while plants establish. Once plants are established temporary irrigation will be removed.

PLANT SCHEDULE				
TREES	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	JUN EAS	Juniperus virginiana / Eastern Red Cedar	2 gal	4
	PIN RIG	Pinus rigida / Pitch Pine	7 gal	7
	PRU WIL	Prunus serotina / Wild Black Cherry	2 gal	3
	QUE ALB	Quercus alba / White Oak	10 gal	2
	QUE ILI	Quercus ilicifolia / Scrub Oak	1 gal	19
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	ARC UVA	Arctostaphylos uva-ursi / Kinnikinnick	3 Pot	1300
	MYR PEN	Myrica pensylvanica / Northern Bayberry	1 gal	67
	PRU MAR	Prunus maritima / Beach Plum	1 gal	31
	VIB ARR	Viburnum dentatum / Viburnum	1 gal	13

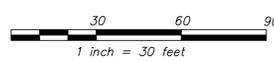
- Restoration Planting Area**  
Manage invasive species and seed with Native Grass and Wildflower mix
  - Restoration Planting Area**  
Manage invasive species and plant with Beach Grass
  - Invasive Species Management Area**  
Selectively cut and treat invasive vegetation. Seed bare soils. Allow existing native vegetation to recolonize the area.
- GRASS & WILDFLOWER SEED MIX**  
 Agrostis perennans / Autumn Bentgrass  
 Asclepias tuberosa / Butterfly Milkweed  
 Avena sativa / Spring Oats  
 Festuca ovina / Sheep Fescue  
 Panicum virgatum / Switchgrass  
 Solidago nemoralis / Gray Goldenrod  
 Schizachyium scaparrum / Little Bluestem Grass



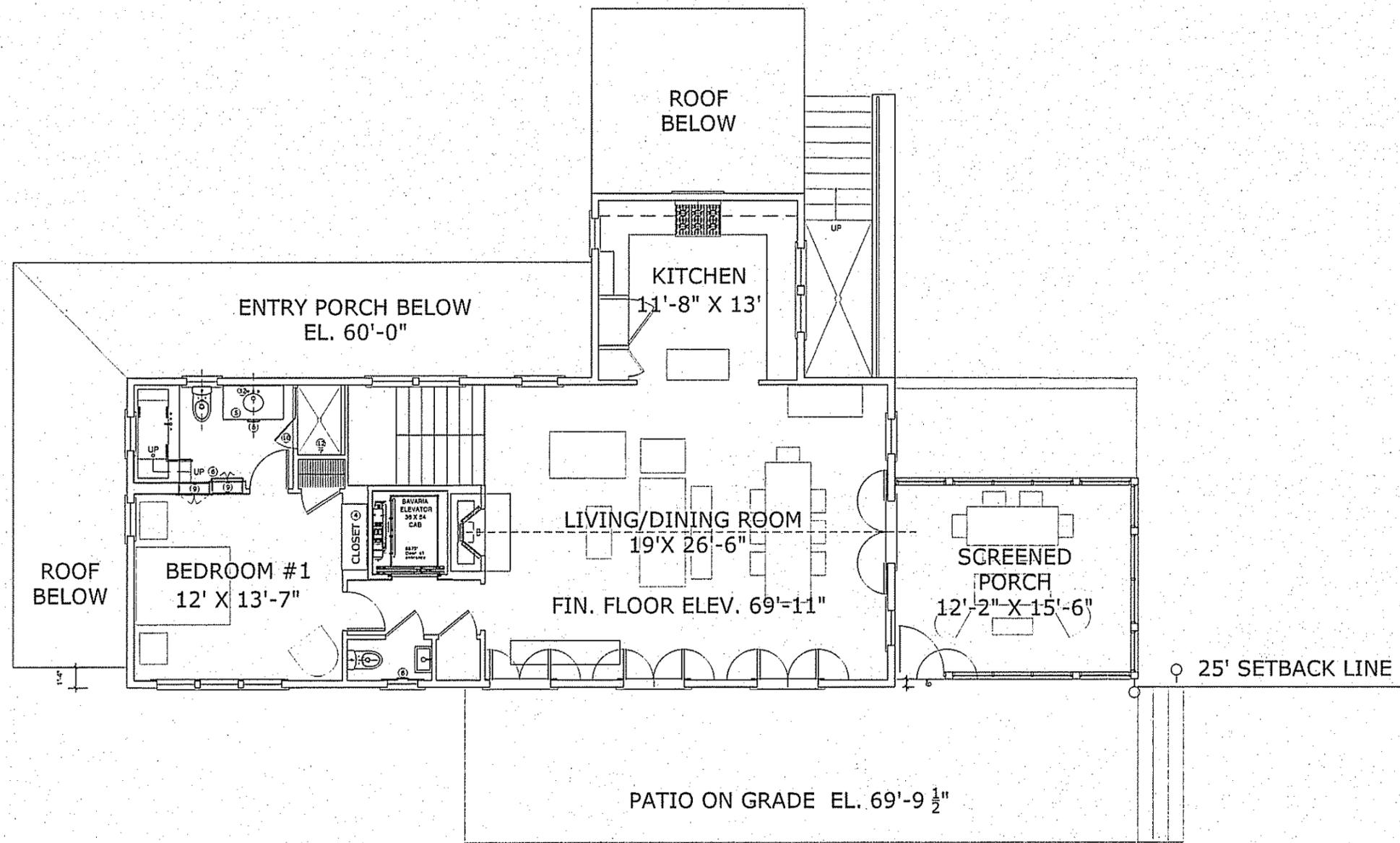
RESTORATION PLAN

02/24/21

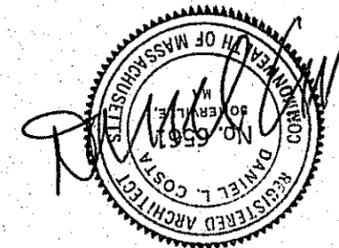
PERETZ RESIDENCE  
112 N. PAMET ROAD  
TRURO, MA



DATE	REVISION	INITIALS



# SOUTH ELEVATION 2.23.21



PERETZ 112  
112 NORTH PAMET RD.  
TRURO, MA

DAN COSTA  
P.O BOX 411  
MYSTIC, CT 06355  
617-448-9954

No.	Date	Revision

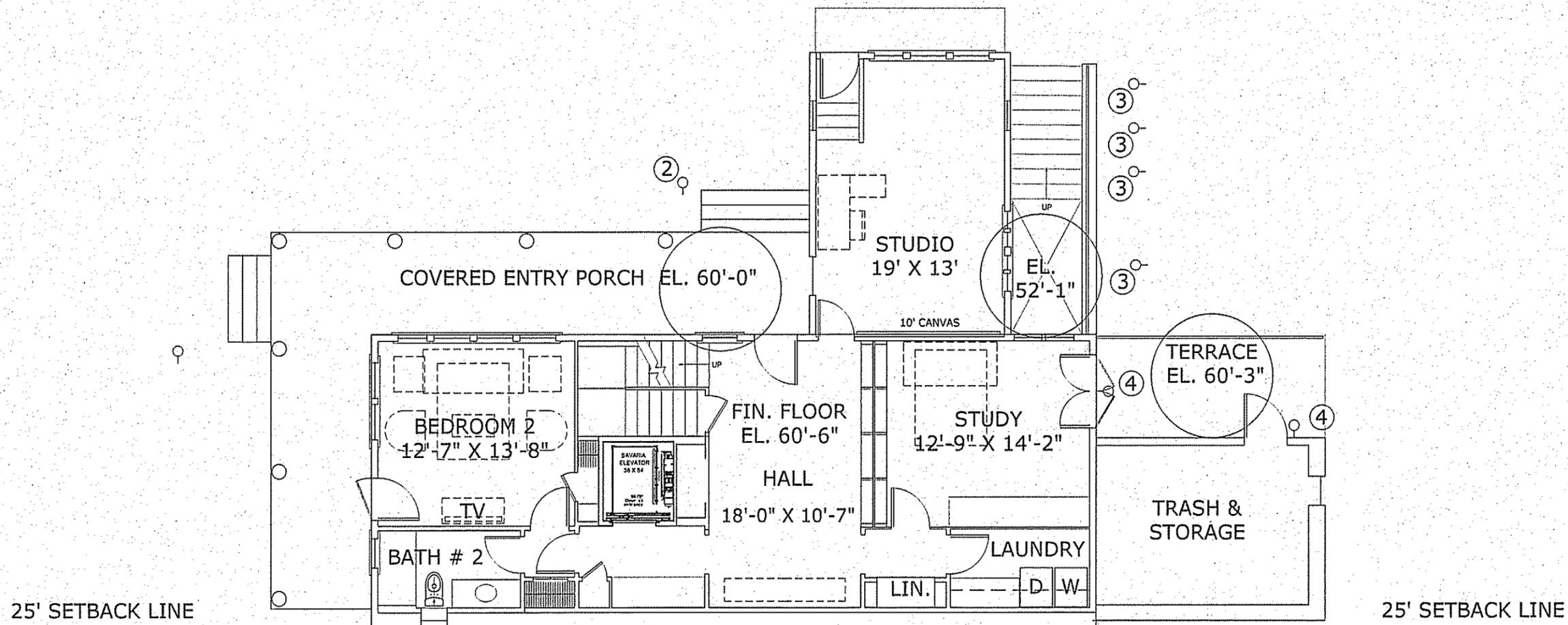
OWNER SIGN-OFF WITH DATE

MAIN  
LEVEL  
FLOOR PLAN

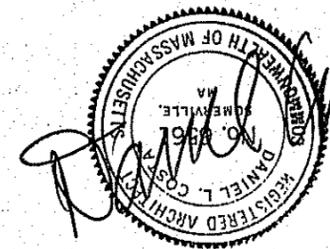
GRAPHIC SCALE

FEBRUARY 23, 2021

A1



# ENTRY LEVEL PLAN 2.23.21



PERETZ 112  
112 NORTH PAMET RD.  
TRURO, MA

DAN COSTA  
P.O BOX 411  
MYSTIC, CT 06355  
617-448-9954

No.	Date	Revision

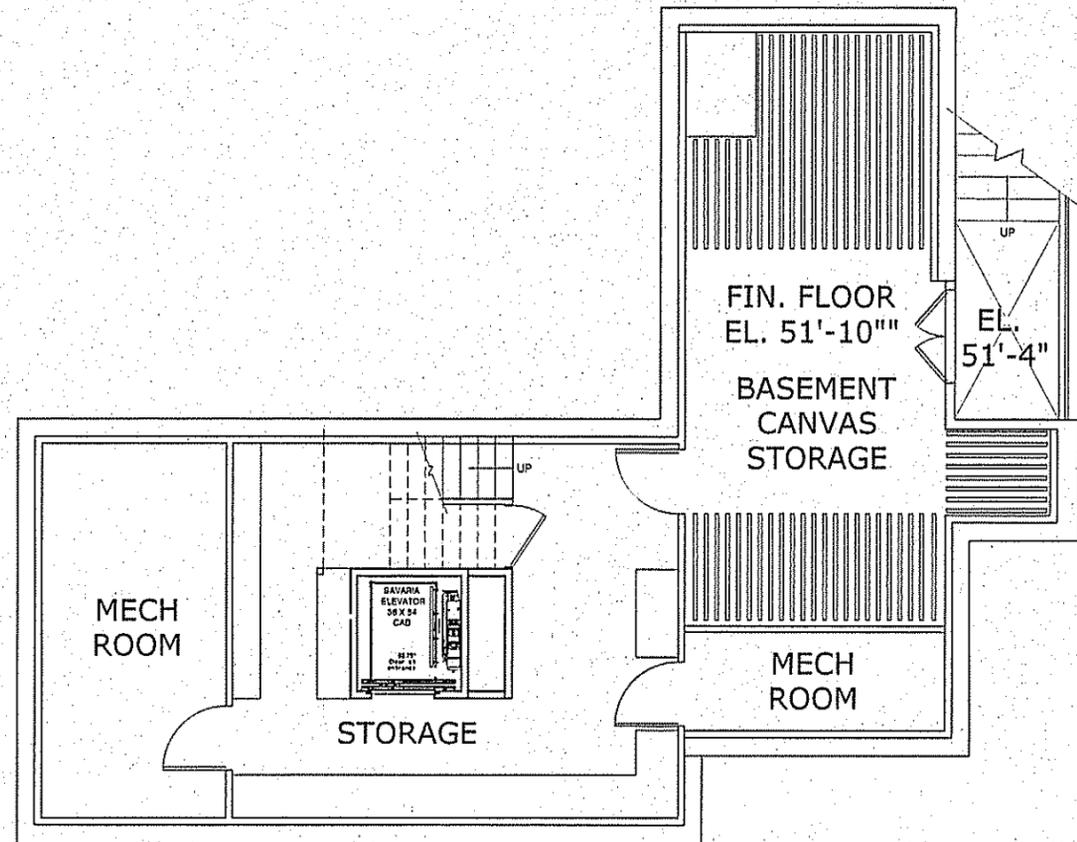
OWNER SIGN-OFF WITH DATE

ENTRY  
LEVEL  
FLOOR PLAN

GRAPHIC SCALE

FEBRUARY 23, 2021

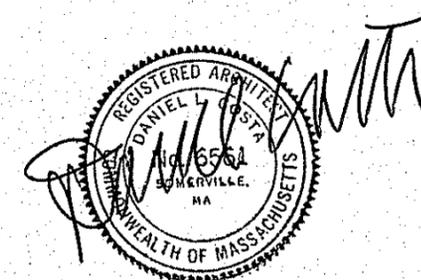
A2



25' SETBACK LINE

25' SETBACK LINE

# BASEMENT PLAN 2.23.21



PERETZ 112  
112 NORTH PAMET RD.  
TRURO, MA

DAN COSTA  
P.O. BOX 411  
MYSTIC, CT 06355  
617-448-9954

No.	Date	Revision

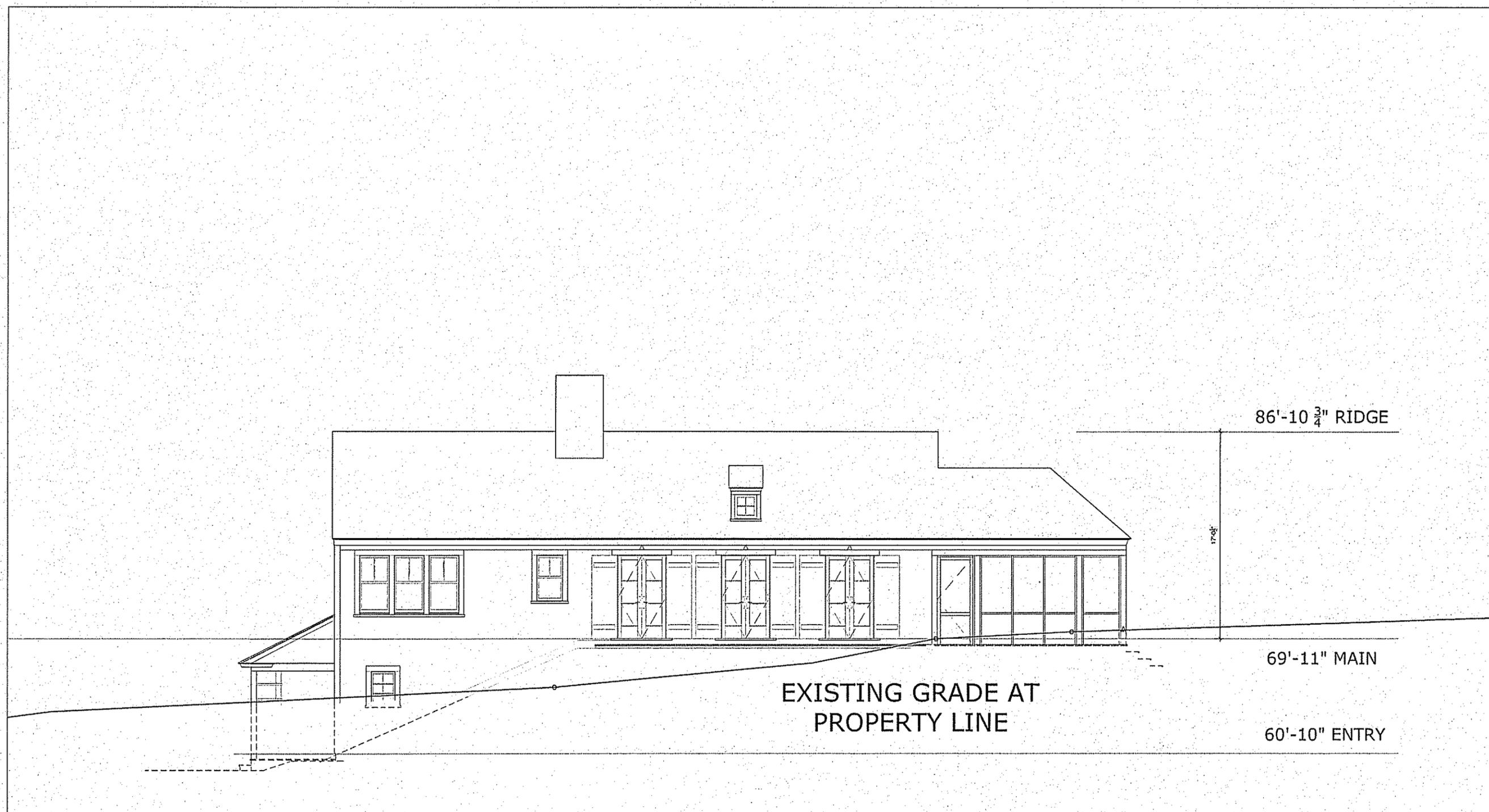
OWNER SIGN-OFF WITH DATE

BASEMENT  
LEVEL  
FLOOR PLAN

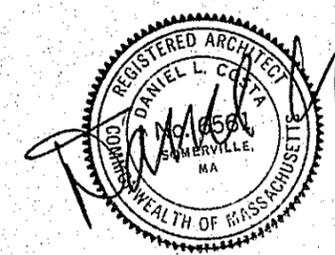
GRAPHIC SCALE

FEBRUARY 23, 2021

A3



**SOUTH ELEVATION 2.23.21**



PERETZ 112  
112 NORTH PAMET RD.  
TRURO, MA

DAN COSTA  
P.O BOX 411  
MYSTIC, CT 06355  
617-448-9954

No.	Date	Revision

OWNER SIGN-OFF WITH DATE

SOUTH  
ELEVATION

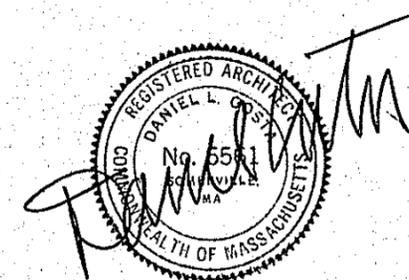
GRAPHIC SCALE

FEBRUARY 23, 2021

**A4B**



**WEST ELEVATION 2.23.21**



PERETZ 112  
112 NORTH PAMET RD.  
TRURO, MA

DAN COSTA  
P.O BOX 411  
MYSTIC, CT 06355  
617-448-9954

No.	Date	Revision

OWNER SIGN-OFF WITH DATE

WEST  
ELEVATION

GRAPHIC SCALE

FEBRUARY 23, 2021

**A5**

PERETZ 112  
 112 NORTH PAMET RD.  
 TRURO, MA

DAN COSTA  
 P.O BOX 411  
 MYSTIC, CT 06355  
 617-448-9954

No.	Date	Revision

OWNER SIGN-OFF WITH DATE

NORTH  
 ELEVATION

GRAPHIC SCALE

FEBRUARY 23, 2021

A6



**NORTH ELEVATION 2.23.21**





**EAST ELEVATION 2.23.21**



PERETZ 112  
112 NORTH PAMET RD.  
TRURO, MA

DAN COSTA  
P.O BOX 411  
MYSTIC, CT 06355  
617-448-9954

No.	Date	Revision

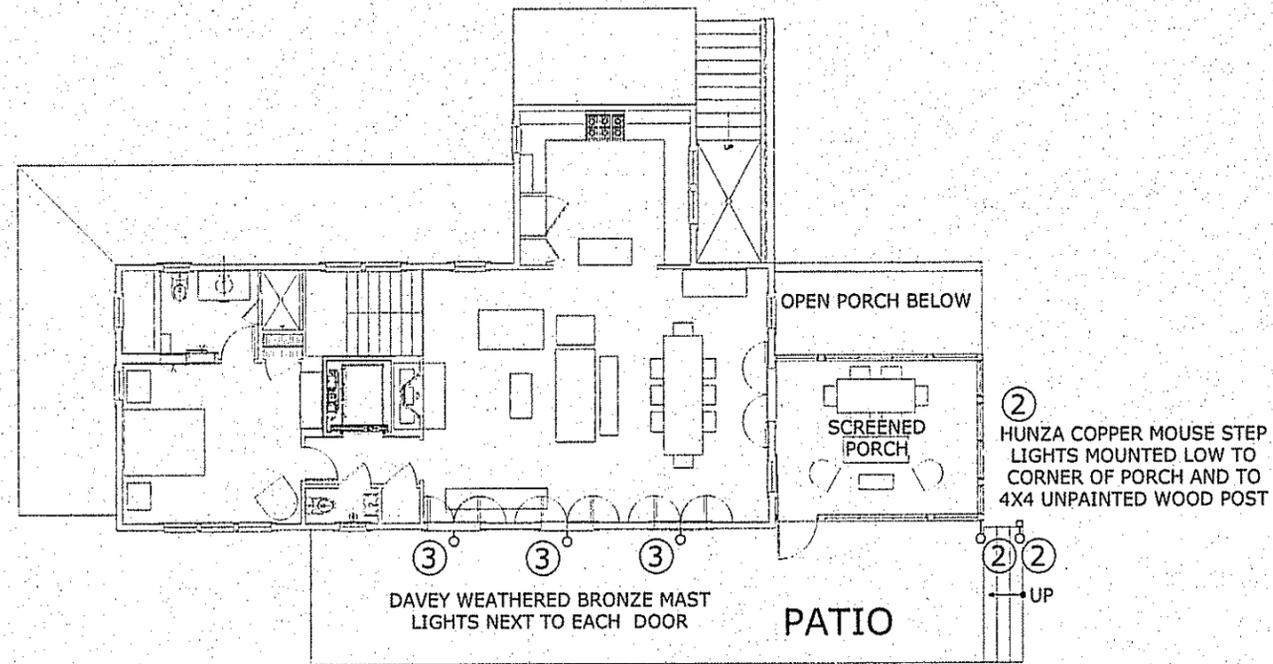
OWNER SIGN-OFF WITH DATE

EAST  
ELEVATION

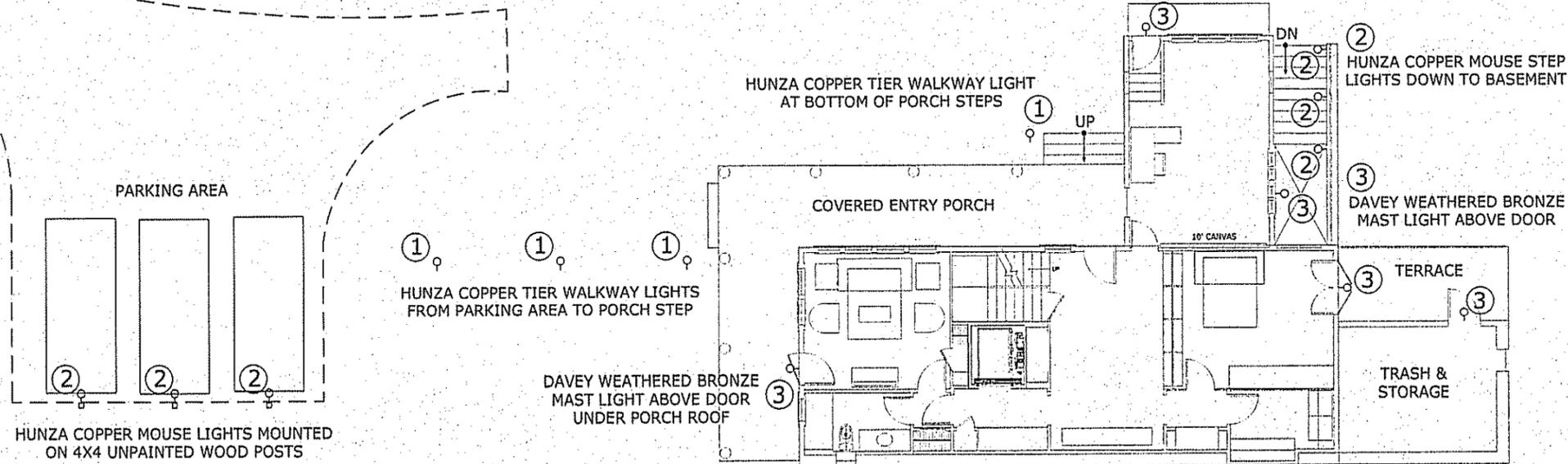
GRAPHIC SCALE

FEBRUARY 23, 2021

**A7**



**UPPER LEVEL EXTERIOR LIGHTING**



**LOWER ENTRY LEVEL EXTERIOR LIGHTING**

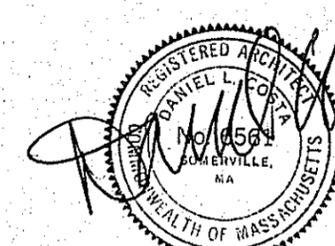
PERETZ 112  
112 NORTH PAMET RD.  
TRURO, MA

DAN COSTA  
P.O BOX 411  
MYSTIC, CT 06355  
617-448-9954

No.	Date	Revision

OWNER SIGN-OFF WITH DATE

**EXTERIOR LIGHTING**



GRAPHIC SCALE

FEBRUARY 23, 2021

**A8**

EXTERIOR LIGHTING	
ID TAG	LIGHTING FIXTURE
①	HUNZA TIER LIGHT COPPER
②	HUNZA Mouse Light Step Light Copper
③	DAVEY LIGHTING Mast Light Weathered Bronze

**EXTERIOR SHEATHING MATERIALS**

WALL : RED CEDAR SHINGLES

ROOF: RED CEDAR SHINGLES

CHIMNEY: BRICK

WINDOWS & DOORS: WOOD

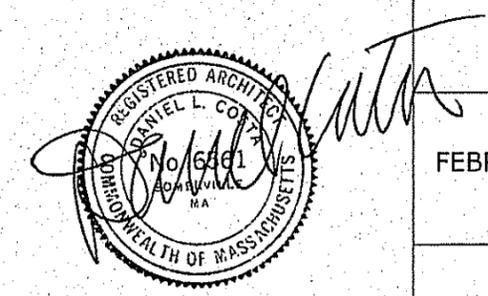
PERETZ 112  
112 NORTH PAMET RD.  
TRURO, MA

DAN COSTA  
P.O BOX 411  
MYSTIC, CT 06355  
617-448-9954

No.	Date	Revision

OWNER SIGN-OFF WITH DATE

MATERIALS  
&  
EXTERIOR  
LIGHTING  
SCHEDULES



FEBRUARY 23, 2021

A9

## RESIDENTIAL DEVELOPMENT SITE PLAN REVIEW DECISION

**Atlas Map 48 Parcel 1**

**Address 112 North Pamet Road**

**Case Reference No.: 2020-06/SPR**

Applicants: Anne Labouisse Peretz; William T. Burdick & Richard C. Vanison, Trustees, Dune House Nom. Trust

**Hearing Dates:** **January 6, 2021, January 20, 2021, February 3, 2021, February 17, 2021, and March 10, 2021** [*note which continuances only*]

**Decision Date:**

**Sitting:** *Anne Greenbaum, Chair; Vice Chair; Jack Riemer, Clerk; Paul Kiernan; Bruce Boleyn; Steve Sollog; Peter Herridge*

Following a duly posted and noticed Truro Planning Board hearing held on March 10, 2021, the Board voted to approve the application for Residential Development Site Plan Review pursuant to Section 70.4 of the Truro Zoning Bylaw for demolition of an existing residence, and construction in a landward location on property located at 112 North Pamet Road, Map 48, Parcel 1, in the Seashore District.

The following materials were submitted as part of the complete application for review: *[update]*

- Application for Site Plan Review (Residential)
- Certified Abutters List
- “Plan Showing Existing Site Conditions, 112 North Pamet Road, Truro, MA” prepared for Anne Peretz by Coastal Engineering, dated August 20, 2009, Scale 1” = 30 ft.
- “Site Plan Showing Proposed Dwelling Reconstruction, 112 North Pamet Road, Truro, MA” prepared for Anne Peretz by Coastal Engineering, dated December 7, 2020, revised February 24, 2021, Sheet C2.1.1 (superseding earlier site plan).
- Zoning Table Detail from Site Plan dated February 24, 2021
- “Proposed Grading Plan for Proposed Dwelling Reconstruction, 112 North Pamet Road, Truro, MA” prepared for Anne Peretz by Coastal Engineering, dated December 7, 2020, revised February 24, 2021, Sheet C2.2.1 (superseding earlier plan)
- “Proposed Grade Plane for Anne Peretz, 112 North Pamet Road, Truro, MA” prepared by Coastal Engineering dated February 23, 2021, Sheet No. SKC-1.
- “Landscape Plan, 112 North Pamet Road, Truro, MA” prepared for Anne Peretz by Coastal Engineering, dated December 7, 2020, Scale 1” = 10 ft.
- “Restoration Plan, Peretz Residence, 112 N. Pamet Road, Truro, MA” dated February 24, 2021 prepared by BlueFlax.
- Floor Plans, “Peretz 112, 112 North Pamet Road, Truro, MA” prepared by Dan Costa dated February 23, 2021, Sheets A1-A3

- Elevations, “Peretz 112, 112 North Pamet Road, Truro, MA” prepared by Dan Costa dated February 23, 2021, Sheets A4B, A5-A7
- “Exterior Lighting, Peretz 112, 112 North Pamet, Truro, MA” prepared by Dan Costa dated February 23, 2021, Sheet A8
- “Materials and Exterior Lighting Schedule, Peretz 112, 112 North Pamet, Truro, MA” prepared by Dan Costa dated February 23, 2021, Sheet A9.
- Review Criteria form, completed
- Residential Site Plan Review Checklist
- Product specifications for lighting fixture
- Transfer Certificate of Title and Land Court Plan
- Town of Truro Assessor’s Records
- Elevation calculations, Coastal Engineering Co. dated February 23, 2017 and November 12, 2020

**Board Vote:**

At the March 10, 2021 meeting, M. made a motion, seconded by M. , to approve the application for residential development site plan. Vote was 0-0 in favor.

The application of Anne Labouisse Peretz, William T. Burdick & Richard C. Vanison, Trustees, Dune House Nom. Trust for Residential Site Plan approval pursuant to s. 70.4 of the Truro Zoning Bylaw was granted by the Planning Board.

This decision is pursuant to the following facts and conditions:

**Findings:**

1. This is an application by Anne Labouisse Peretz, William T. Burdick & Richard C. Vanison, Trustees, Dune House Nom. Trust for Residential Site Plan Review pursuant to Section 70.4 of the Truro Zoning Bylaw (“Bylaw”). Residential Site Plan Review is required under Section 70.4 of the Zoning Bylaw, as the project is new construction (replacement) of an existing single-family dwelling in the Seashore District.
2. The Property is located at 112 North Pamet Road and is shown on Truro Assessor’s Map 48, Parcel 1. The Property contains 3.3 and is located in the Seashore District. The lot is nonconforming as to frontage, having no frontage on a street. It is accessed by a dirt road. The lot is surrounded by National Seashore property and has no residential abutters.
3. According to Assessor’s records, the existing house was constructed in 1991. It is located close to the top of coastal bank and is proposed to be demolished due to threat from ongoing coastal erosion. A new residence will be constructed away from the bank and close to the property’s southern boundary. This site was selected to avoid hollows to the north and west on the property, and to provide protection from coastal bank erosion and storm damage.

4. A new paved driveway and gravel parking area are proposed. Regrading in the area of the new house site, and re-landscaping of the abandoned house site will occur. The existing septic system will be removed and a new system installed to the north of the new house.
5. The new dwelling has roughly the same dimensions as the existing dwelling. The Total Gross Floor area of the existing dwelling is 3,167 sq ft.; it will decrease to 2,590 sq ft. The height of the existing dwelling is nonconforming at 30.4 feet (peak ridge height of 105.4 feet – average grade of 75.03). The height of the proposed dwelling is a conforming at 30 feet (peak ridge height of 86' 10 ¾ inches; average grade of 56' 10.8 inches). Paved drive areas will remain at 1,500 square feet; patio and terrace areas will increase from 0 to 624 square feet. Lot coverage will decrease from 4,441 to 4,076 square feet, or from 3.2% to 3.0%.
6. Floor plans indicate that there will be a “main level”; “lower level” and “basement” (partially finished) and that the house will have two bedrooms. From the south elevation, the dwelling reads as a one and a half story structure; from the north elevation, it reads as a two and half story structure. Exterior material is indicated to be red cedar shingles. A terrace, screened porch, deck and covered porch expand the dwelling’s footprint.
7. The existing dwelling conforms to Bylaw setbacks. The proposed new dwelling was originally proposed at five feet from the southern lot line, requiring a variance. Pursuant to revised plans, the dwelling will now be located at a conforming twenty-five (25) feet from the lot line.
8. Reconstruction of a dwelling on a nonconforming lot – in this case, nonconforming as to frontage - increases the existing nonconformity, and requires a special permit under G.L. c. 40A, s. 6. Bjorklund v. Zoning Board of Appeals of Norwell, 450 Mass. 357 (2008)(nonconforming area). The Applicant has filed with the ZBA for a special permit under G.L. c. 40A, s. 6 and Section 30.7 of the Zoning Bylaw.
9. The height of the existing dwelling is nonconforming at 30.4 feet. The new dwelling as originally proposed was 31 feet in height, an increase in nonconformity. Pursuant to revised plans, the dwelling will be a conforming 30 feet in height.
10. The Board has reviewed all plans with respect to this Application and has found that they comply with all requirements set forth in Section 70.4(C) of the Bylaw.
11. The Board found that the house will be reconstructed in a manner that is in keeping with the scale of the existing building and other buildings in the neighborhood. This contributes to preserving the characteristics of the Seashore District.
12. Pursuant to Section 70.4(D) of the Bylaw, the Board found:
  - a. Relation of Buildings and Structures to the Environment. The Board finds that the reconstructed dwelling relates to the existing terrain and lot, as it preserves the scale of the existing building; maximizes southern-facing exposure for solar gain;

and follows the sloping topography of this area of the property. Ventilation is aided by a screened porch on the ocean-facing side of the house

- b. Building Design and Landscaping. The Board finds that the reconstructed house is in a vernacular style and scale consistent with other dwellings in the Seashore District and complementary to the landscape. The materials are likewise complementary and appropriate to the location.
- c. Preservation of Landscape. The Board finds that the landscape will be preserved, where the location of the existing house and driveway will be revegetated with appropriate native plantings. Regrading in the area of the new dwelling site will be minimal, and the new driveway and gravel parking area are modest.
- d. Circulation. The Board finds that the relocated driveway and new gravel parking area will adequately and safely serve the relocated and reconstructed house.
- e. Lighting. The Board finds that as herein conditioned, the lighting proposed for the structure will be consistent with General Bylaw Chapter IV, Section 6, and that adjacent properties and the night sky will be protected from intrusive lighting.

#### Conditions

1. The use of the Property shall be in strict conformance with the Town of Truro Bylaw;
2. Construction shall conform to the plans referenced in this decision;
3. [CONDITION ON LIGHTING]
4. The Applicant must obtain a special permit from the Zoning Board of Appeals under Section 30.7 and 30.8, and G.L. c. 40A s. 6, to expand a nonconforming structure.
5. The Applicant must obtain approval from the Conservation Commission for demolition of the existing house; removal of the existing septic system; planting and other landscaping, and any other activity taking place within jurisdictional resources under the Wetlands Protection Act and/or Truro Wetlands Protection Bylaw.

This Site Plan Approval for a Residential Site Plan shall expire two (2) years from the date of approval.

Pursuant to Zoning Bylaw Section 70.6, it is the responsibility of the applicant to obtain a true attested copy of this decision from the Town Clerk and to record this decision in the Barnstable Registry of Deeds or Land Court, as applicable. Prior to the issuance of building permit, the applicant shall present evidence of such recording to the Building Commissioner and the Planning Board Secretary.

---

Anne Greenbaum, Chair. Truro Planning Board

Date

---

**Received, Office of the Town Clerk**

---

Signature

Date

---

DRAFT

## Jeffrey Ribeiro

---

**From:** Jonathon Idman <jidman@capecodcommission.org>  
**Sent:** Tuesday, February 25, 2020 4:14 PM  
**To:** Jeffrey Ribeiro  
**Subject:** FW: Truro Planning Board Case No. 2018-004PB (Claire Perry- Preliminary Plan)

Jonathon Idman  
Chief Regulatory Officer  
Cape Cod Commission  
3225 Main Street, P.O. Box 226  
Barnstable, Massachusetts 02630  
508/ 744-1260

---

**From:** Jessica D. Bardi <JBardi@k-plaw.com>  
**Sent:** Thursday, September 20, 2018 11:12 AM  
**To:** Jonathon Idman <jidman@capecodcommission.org>  
**Subject:** RE: Truro Planning Board Case No. 2018-004PB (Claire Perry- Preliminary Plan)

Hi Jon:

The applicant decided to withdraw the application for a preliminary subdivision plan. Ben Zehnder explained that he will be conducting a title search of the parcels to determine ownership in or around September 1994.

I'll keep you aware of further correspondence on this matter.

Thanks,

Jess

Jessica D. Bardi, Esq.  
KP | LAW  
101 Arch Street, 12th Floor  
Boston, MA 02110  
O: (617) 654 1723  
F: (617) 654 1735  
[jbardi@k-plaw.com](mailto:jbardi@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

---

**From:** Jonathon Idman [<mailto:jidman@capecodcommission.org>]  
**Sent:** Thursday, September 13, 2018 8:31 AM  
**To:** Jessica D. Bardi <[JBardi@k-plaw.com](mailto:JBardi@k-plaw.com)>  
**Subject:** Truro Planning Board Case No. 2018-004PB (Claire Perry- Preliminary Plan)

Dear Ms. Bardi:

As I understand it, you are currently serving as the Town of Truro's interim planner. A member of the planning board contacted me yesterday requesting any information the Cape Cod Commission might have regarding the above-referenced matter. The land that is the subject of that proposed preliminary plan was once part of a larger assemblage of land, in excess of 30 contiguous acres, owned by John S. and Lucy Perry. That larger assemblage of land was the subject of two cases previously referred by the planning board to the Cape Cod Commission for development of regional Impact review. I've attached copies of the Commission's files in those two cases (1995 and 2000), both of which were withdrawn from consideration by the town and Commission apparently after the owner(s)/ applicant(s) learned that the land division proposals would require Cape Cod Commission review and approval in addition to town review and approval.

I've cited the relevant development of regional impact (DRI) review threshold immediately below, which basically establishes mandatory Cape Cod Commission jurisdiction over proposed land divisions involving contiguous land in single ownership or control (or common ownership or control if the assemblage of land is composed of multiple parcels):

*"...Any proposed development that meets or exceeds the thresholds adopted below shall be referred to the Commission as a DRI: ... (c) Any development that proposes to divide parcel(s) of land totaling 30 acres or more in common ownership or control on or after September 30, 1994, including assembly and recombination of lots...."*

I believe that, under the foregoing review threshold, the Commission maintains (as it did in the earlier cases for which I provided you the case files) mandatory jurisdiction over division of the land proposed in the above referenced matter before the planning board because that proposal involves the division of land that is part of a larger assemblage of contiguous land exceeding 30 acres, held in single or common ownership on or after September 30, 1994.

That said, the matter is complicated by the fact that the planning board, notwithstanding the 1995 and 2000 land division proposals that were withdrawn, apparently approved several ANR divisions or subdivisions of the larger assemblage of land between 2005 and 2009 (including the creation of new road layouts), where I believe the proposals should have been referred to the Cape Cod Commission for DRI review (as the 1995 and 2000 matter were) and were not. Certain lots were then conveyed out based on those land division plans, and current ownership of the once larger assemblage of land is now 'checkerboarded.'

It might be best if we discussed these issues in advance of further planning board meetings on the above-referenced matter.

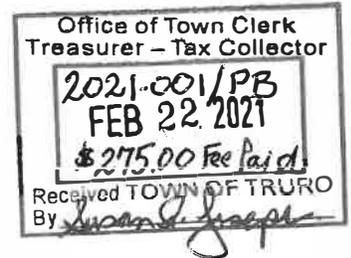
Thank you.

Jonathon D. Idman  
Chief Regulatory Officer  
Cape Cod Commission  
3225 Main Street, P.O. Box 226  
Barnstable, Mass. 02630  
508/744-1260



# Town of Truro Planning Board

P.O. Box 2030, Truro, MA 02666



## FORM A

### APPLICATION FOR DETERMINATION THAT PLAN DOES NOT REQUIRE APPROVAL (ANR)

To the Planning Board of the Town of Truro, MA

Date 2/22/21

The undersigned owners of all the land described herein submitted the accompanying plan entitled: Approval Not Required Plan of Land at #35A Higgins Hollow Road and dated 2/19/21, requests a determination and endorsement by said Board that approval by it under the Subdivision Control Law is not required.

Property Location: 35A Higgins Hollow Road Map(s) and Parcel(s): 47-002

Number of Lots Created: 2 Total Land Area: 5.38 acres

The owner's title to said land is derived under deed from James G. Wasenius, dated 03/09/2006, and recorded in the Barnstable Registry of Deeds Book and Page 20807/42 or Land Court Certificate of Title No. n/a registered in Barnstable County.

The undersigned believes that such approval is not required for the following reasons: *(check as appropriate)*

- The accompanying plan is not a subdivision because the plan does not show a division of land.
- The division of the tract of land shown on the accompanying plan is not a subdivision because every lot shown on the plan has frontage of at least such distance as is presently required by the Truro Zoning Bylaw under Section 50.1(A) which requires 150 feet for erection of a building on such lot; and every lot shown on the plan has such frontage on:
  - a public way or way which the Town Clerk certifies is maintained and used as a public way, namely \_\_\_\_\_, or
  - a way shown on a plan theretofore approved and endorsed in accordance with the subdivision control law, namely \_\_\_\_\_ on \_\_\_\_\_ and subject to the following conditions \_\_\_\_\_; or
  - a private way in existence on December 8, 1955, the date when the subdivision control law became effective in the Town of Truro having, in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon, namely Proprietor's Road, Higgins Hollow, a statutory private way
- The division of the tract of land shown on the accompanying plan is not a "subdivision" because it shows a proposed conveyance/other instrument, namely \_\_\_\_\_ which adds to/takes away from/changes the size and shape of, lots in such a manner that no lot affected is left without frontage as required by the Truro Zoning Bylaw under Section 50.1(A), which requires 150 feet.

The division of the tract of land shown on the accompanying plan is not a subdivision because two or more buildings, specifically \_\_\_\_\_ buildings were standing on the property prior to December 8, 1955, the date when the subdivision control law went into effect in the Town of Truro and one of such buildings remains standing on each of the lots/said buildings as shown and located on the accompanying plan. Evidence of the existence of such buildings prior to the effective date of the subdivision control law as follows:

---

---

---

Other reasons or comments: (See M.G. L., c.41, §81-L)

This Proprietors Road has been in use for centuries, as seen on the attached portion of USGS Survey of 1848. where it is shown as the way through the hollow. The deed describes 30 rods (495 feet) of frontage and also reserves "the right to the way up and down the hollow." It is bounded on the north "by the north side of the Proprietors Road." Proprietors Roads are considered statutory private ways.

All other information as required in the Rules and Regulations Governing Subdivisions of Land shall be submitted as part of the application.

Regan McCarthy

(Printed Name of Owner)



(Signature)

(Printed Name of Owner)

(Signature)

(Address of Owner(s))

(Address of Owner(s))

(Printed Name of Agent)

(Signature)

n/a

(Address of Agent)

**File twelve (12) copies each of this form and applicable plan(s) with the Town Clerk; and a complete copy, including all plans and attachments, submitted electronically to the Town Planner at [planner1@truro-ma.gov](mailto:planner1@truro-ma.gov)**

---

# *Regan* McCarthy, Ph.D.

---

42 ½ Adrian Ave. • Marble Hill, NY 10463 • [regan.mccarthy@songmasters.org](mailto:regan.mccarthy@songmasters.org) • 917.575.0169

February 22, 2021

via email and hand delivered

Town Clerk  
Town Of Truro  
Truro, MA 02666

Re: ANR | 35A Higgins Hollow Road

Dear Ms. Joseph,

Pursuant to MGL Ch 41 §81T, with this letter I notify the Town Clerk's office that I hereby submit an application for an ANR on the property at 35A Higgins Hollow Road. All required forms, plans and supporting materials are provided in the quantities and formats required by the Town.

Please notify the Planning Board of receipt of this letter, application and packet.

I look forward to presenting this request to the Planning Board at the nearest convenient meeting.

As always, I appreciate your consideration and assistance.

Sincerely,



Regan McCarthy

cc: Town Planner



# Town of Truro Planning Board

P.O. Box 2030, Truro, MA 02666

## FORM A

### APPLICATION FOR DETERMINATION THAT PLAN DOES NOT REQUIRE APPROVAL (ANR)

To the Planning Board of the Town of Truro, MA

Date 2/22/21

The undersigned owners of all the land described herein submitted the accompanying plan entitled:  
Approval Not Required Plan of Land at #35A Higgins Hollow Road and dated 2/19/21, requests a  
determination and endorsement by said Board that approval by it under the Subdivision Control Law is not required.

Property Location: 35A Higgins Hollow Road Map(s) and Parcel(s): 47-002

Number of Lots Created: 2 Total Land Area: 5.38 acres

The owner's title to said land is derived under deed from James G. Wasenius,  
dated 03/09/2006, and recorded in the Barnstable Registry of Deeds Book and Page 20807/42 or  
Land Court Certificate of Title No. n/a registered in Barnstable County.

The undersigned believes that such approval is not required for the following reasons: *(check as appropriate)*

- The accompanying plan is not a subdivision because the plan does not show a division of land.
- The division of the tract of land shown on the accompanying plan is not a subdivision because every lot shown on the plan has frontage of at least such distance as is presently required by the Truro Zoning Bylaw under Section 50.1(A) which requires 150 feet for erection of a building on such lot; and every lot shown on the plan has such frontage on:
  - a public way or way which the Town Clerk certifies is maintained and used as a public way, namely \_\_\_\_\_, or
  - a way shown on a plan theretofore approved and endorsed in accordance with the subdivision control law, namely \_\_\_\_\_ on \_\_\_\_\_ and subject to the following conditions \_\_\_\_\_; or
  - a private way in existence on December 8, 1955, the date when the subdivision control law became effective in the Town of Truro having, in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon, namely Proprietor's Road, Higgins Hollow, a statutory private way
- The division of the tract of land shown on the accompanying plan is not a "subdivision" because it shows a proposed conveyance/other instrument, namely \_\_\_\_\_ which adds to/takes away from/changes the size and shape of, lots in such a manner that no lot affected is left without frontage as required by the Truro Zoning Bylaw under Section 50.1(A), which requires 150 feet.

The division of the tract of land shown on the accompanying plan is not a subdivision because two or more buildings, specifically \_\_\_\_\_ buildings were standing on the property prior to December 8, 1955, the date when the subdivision control law went into effect in the Town of Truro and one of such buildings remains standing on each of the lots/said buildings as shown and located on the accompanying plan. Evidence of the existence of such buildings prior to the effective date of the subdivision control law as follows:

---

---

---

---

Other reasons or comments: *(See M.G. L., c.41, §81-L)*

This Proprietors Road has been in use for centuries, as seen on the attached portion of USGS Survey of 1848. where it is shown as the way through the hollow. The deed describes 30 rods (495 feet) of frontage and also reserves the right "to the way up and down the hollow." It is bounded on the north "by the north side of the Proprietors Road." Proprietors Roads are considered statutory private ways.

All other information as required in the Rules and Regulations Governing Subdivisions of Land shall be submitted as part of the application.

Regan McCarthy  
(Printed Name of Owner)



(Signature)

(Printed Name of Owner)

(Signature)

(Address of Owner(s))

(Address of Owner(s))

(Printed Name of Agent)

(Signature)

n/a

(Address of Agent)

**File twelve (12) copies each of this form and applicable plan(s) with the Town Clerk; and a complete copy, including all plans and attachments, submitted electronically to the Town Planner at [planner1@truro-ma.gov](mailto:planner1@truro-ma.gov)**

## 2.2 - APPROVAL NOT REQUIRED (ANR) PLAN ENDORSEMENT REVIEW CHECKLIST - Applicant

<b>Address:</b> 35A Higgins Hollow Road		<b>Applicant Name:</b> Regan McCarthy		<b>Date:</b> 2/22/21	
No.	Requirement	Included	Not Included	Explanation, if needed	
<b><u>2.2.2 Submission Requirements</u></b>					
Any person may submit a plan seeking endorsement that the plan does not require approval under the Subdivision Control Law by providing the Board with the following:					
a.	A properly executed application for Approval Not Required Endorsement (Form A).	X			
b.	Twelve (12) paper prints of the plan. Said plan shall be prepared in such a manner as to meet the Registry of Deeds and/or Land Court requirements for recording and shall contain the following information:	X			
b.1	The boundaries, area, frontage and dimensions of the lot or lots for which ANR endorsement is sought.	X			
b.2	The date of the plan, scale, north arrow and assessor's map and parcel number of all land shown on the plan and directly abutting the land shown on the plan.	X			
b.3	The name(s) of the owner(s) of record of the lots shown on the plan and of the applicant, together with the name, address seal and signature of the land surveyor who prepared the plan.	X			
b.4	Relevant zoning classification data.	X			
b.5	A locus plan containing sufficient information to locate the land and showing streets bounding or providing access to the property.	X			
b.6	The name(s) of the way(s) on which the lots front, information as to ownership of the way(s) and the physical condition of the way(s) including actual width, surface type and condition.	X			
b.7	The location and dimension of any natural features which might affect the use of the frontage for access.	X			
b.8	The location, including setbacks to all lot lines, of all buildings and other structures on the proposed ANR lots shown on the plan.	X			
b.9	The location of any wetland on the land shown on the plan or within one hundred (100) feet of its boundaries.	X		PLAN NOTES NONE FOUND	
b.10	The location of all bounds and easements on the proposed ANR lots shown on the plan.	X			

**2.2 - APPROVAL NOT REQUIRED (ANR) PLAN ENDORSEMENT REVIEW CHECKLIST - Applicant**

<b>Address:</b> _____		<b>Applicant Name:</b> _____		<b>Date:</b> _____	
<b>No.</b>	<b>Requirement</b>	<b>Included</b>	<b>Not Included</b>	<b>Explanation, if needed</b>	
b.11	The statement "Approval under the Subdivision Control Law Not Required", and sufficient space for the date of the application submittal and the date of endorsement, docket number and the signatures of all Board members.	X			
b.12	The statement "Planning Board endorsement of this plan indicates only that the plan is not a subdivision under MGL, Chapter 41, Section 81-L and does not indicate that a lot is buildable or that it meets Zoning, Health or General Bylaw requirements."	X			



QUITCLAIM DEED

The undersigned JAMES G. WASENIUS, now of 500 Bi-County Boulevard, Suite 202N, Farmingdale, New York 11735 hereby conveys to

REGAN McCARTHY, now of 42 1/2 Adrian Avenue, New York, New York

with QUITCLAIM COVENANTS

a certain piece of land situated in said Truro, on the south side of Higgin's Hollow, so-called, in Long Nook, and bounded and described as follows: Beginning at the northwest corner of said land at a stake and stone on the north side of the proprietor's road; thence southerly in range formerly of the late Benjamin Small twenty-seven rods to a stake and stone; thence easterly in the range of land of heirs of Doane Rich, formerly, now owned by John Oliver, to a stake and stone in range of land formerly owned by the late Benjamin S. Kelley; thence northerly in said Kelley's range to a stone on the north side of the proprietors' road; thence westerly thirty rods in said Kelley's range to the bound first mentioned-reserving the right of proprietors to the way up and down the hollow; being the same premises conveyed to Joseph Morris by Amelia R. Ryder and Samuel Dyer by deed dated March 2, 1905.

Being the same premises conveyed by deed of Joseph F. Morris et al. to James Morris dated July 7, 1911 and recorded with the Barnstable County Registry of Deeds (the "Registry") in Book 314, Page 45.

For grantor's title, see deed of Regan McCarthy recorded together herewith and prior hereto.

The consideration for this deed is less than One Hundred Dollars, and therefore no documentary stamps are required.

Executed as a sealed instrument as of the 24<sup>th</sup> day of February, 2006.

*James G. Wasenius*  
James G. Wasenius

STATE OF NEW YORK

NASSAU County, ss.

On this 24 day of February, 2006, before me, the undersigned notary public, personally appeared James G. Wasenius, [X] known to me, or [ ] proved to me through satisfactory evidence of identification, which was JAMES G. WASENIUS, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily and for its stated purpose.

KEITH S. SALEGNA  
NOTARY PUBLIC, STATE OF NEW YORK  
REG. #01SA6060499  
QUALIFIED IN NASCAU COUNTY  
COMMISSION EXPIRES 6/25/2007

*Keith S. Salegna*  
Notary Name Printed: KEITH S. SALEGNA  
My Commission expires: 6/25/07

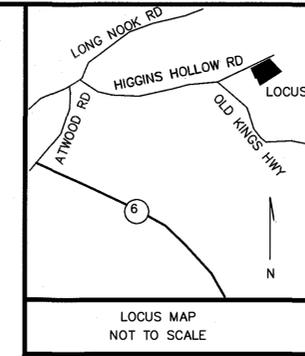
BARNSTABLE REGISTRY OF DEEDS

The street address of the property is 35A Higgins Hollow, Truro.

TRURO PLANNING BOARD  
 APPROVAL UNDER THE  
 SUBDIVISION  
 CONTROL LAW NOT REQUIRED

DATE: \_\_\_\_\_

NOTES:  
 PLANNING BOARD ENDORSEMENT OF THIS PLAN INDICATES ONLY THAT THE PLAN IS NOT A SUBDIVISION UNDER MGL, CHAPTER 41, SECTION 81-L AND DOES NOT INDICATE A LOT IS BUILDABLE OR THAT IT MEETS ZONING, HEALTH OR GENERAL BYLAW REQUIREMENTS.  
 THE INTENT OF THIS PLAN IS TO SUBDIVIDE THE EXISTING LOT AS DEPICTED IN PLAN BOOK 665, PAGE 80 INTO TWO LOTS.  
 LOTS 1 AND 2 MEET THE MATHEMATICAL CLOSURES STANDARDS OF CMR 250 6.00 (6.01(2)(g) 10).  
 AN INSPECTION OF THE LOCUS PROPERTY REVEALED THAT THERE ARE NO WETLANDS ON THE SITE.



FOR REGISTRY USE ONLY

I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.



PROFESSIONAL LAND SURVEYOR DATE

APPROVAL  
 NOT REQUIRED  
 PLAN OF LAND  
 AT  
 #35A  
 HIGGINS HOLLOW RD.  
 IN  
 TRURO  
 MASSACHUSETTS  
 (BARNSTABLE COUNTY)  
 FEBRUARY 19, 2021

REVISIONS:  
 NO. DATE DESC.

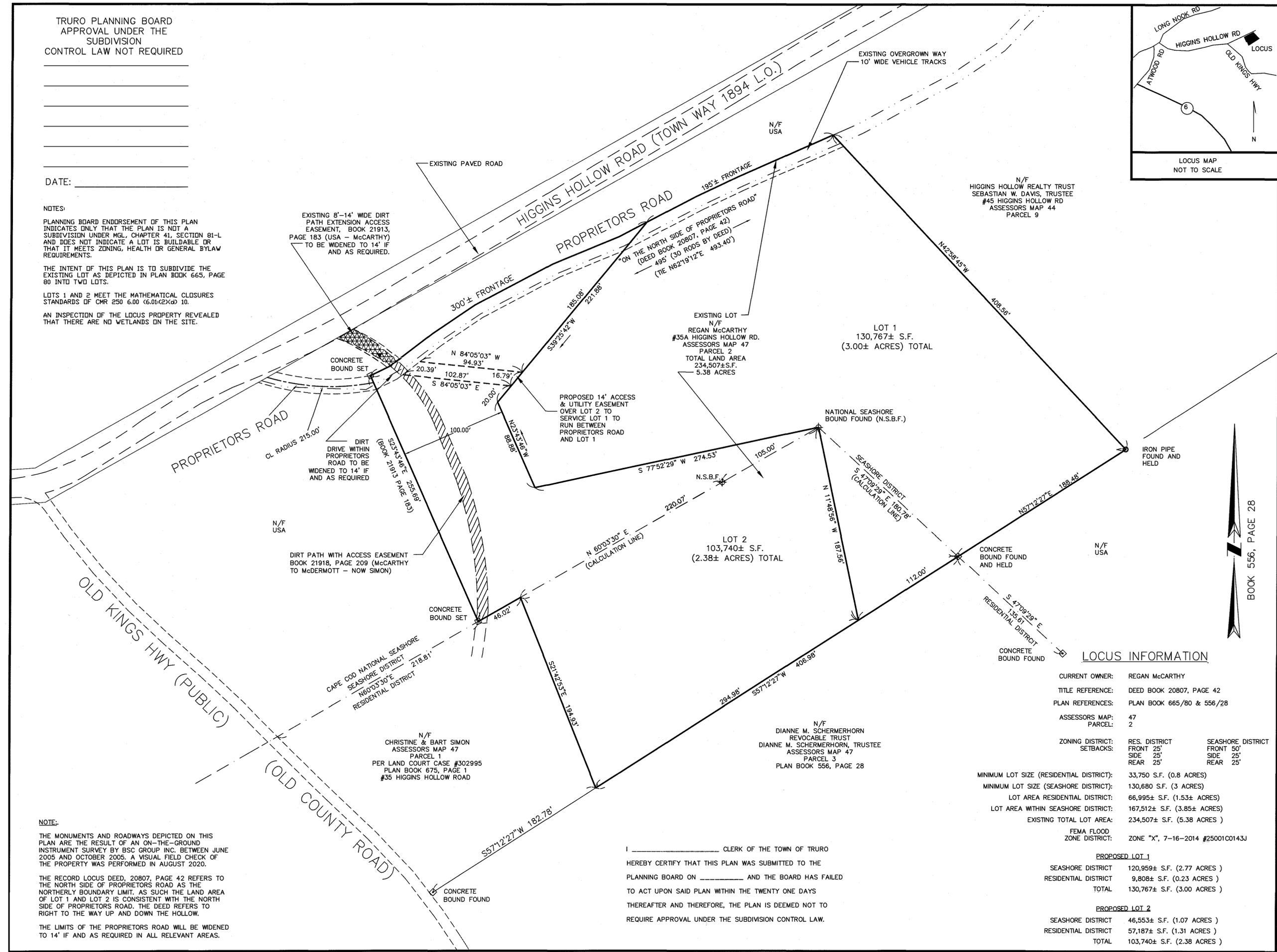
PREPARED FOR:  
 REGAN McCARTHY  
 42 1/2 ADRIAN AVENUE  
 MARBLE HILL, N.Y. 10463

**BSC GROUP**  
 349 Route 28, unit D  
 W. Yarmouth Massachusetts  
 02673  
 508 778 8919

© 2021 The BSC Group, Inc.

SCALE: 1" = 40'  
 0 5 10 20 40 80 FEET

PROJ. MGR.: C. FIELD  
 FIELD: D. GAZZOLO / P. HAGIST  
 CALC./DESIGN: P. HAGIST  
 DRAWN: K. HEALY  
 CHECK: C. FIELD  
 FILE: 8839-ANR-2-19-2021-B.DWG  
 DWG. NO: 5634-0 SHEET 1 OF 1  
 JOB. NO: 4-8839.02



I \_\_\_\_\_ CLERK OF THE TOWN OF TRURO  
 HEREBY CERTIFY THAT THIS PLAN WAS SUBMITTED TO THE  
 PLANNING BOARD ON \_\_\_\_\_ AND THE BOARD HAS FAILED  
 TO ACT UPON SAID PLAN WITHIN THE TWENTY ONE DAYS  
 THEREAFTER AND THEREFORE, THE PLAN IS DEEMED NOT TO  
 REQUIRE APPROVAL UNDER THE SUBDIVISION CONTROL LAW.

NOTE:  
 THE MONUMENTS AND ROADWAYS DEPICTED ON THIS PLAN ARE THE RESULT OF AN ON-THE-GROUND INSTRUMENT SURVEY BY BSC GROUP INC. BETWEEN JUNE 2005 AND OCTOBER 2005. A VISUAL FIELD CHECK OF THE PROPERTY WAS PERFORMED IN AUGUST 2020.  
 THE RECORD LOCUS DEED, 20807, PAGE 42 REFERS TO THE NORTH SIDE OF PROPRIETORS ROAD AS THE NORTHERLY BOUNDARY LIMIT. AS SUCH THE LAND AREA OF LOT 1 AND LOT 2 IS CONSISTENT WITH THE NORTH SIDE OF PROPRIETORS ROAD. THE DEED REFERS TO RIGHT TO THE WAY UP AND DOWN THE HOLLOW.  
 THE LIMITS OF THE PROPRIETORS ROAD WILL BE WIDENED TO 14' IF AND AS REQUIRED IN ALL RELEVANT AREAS.

**LOCUS INFORMATION**

CURRENT OWNER:	REGAN McCARTHY
TITLE REFERENCE:	DEED BOOK 20807, PAGE 42
PLAN REFERENCES:	PLAN BOOK 665/80 & 556/28
ASSESSORS MAP:	47
PARCEL:	2
ZONING DISTRICT:	RES. DISTRICT
SETBACKS:	SEASHORE DISTRICT
	FRONT 25'
	SIDE 25'
	REAR 25'
MINIMUM LOT SIZE (RESIDENTIAL DISTRICT):	33,750 S.F. (0.8 ACRES)
MINIMUM LOT SIZE (SEASHORE DISTRICT):	130,680 S.F. (3 ACRES)
LOT AREA RESIDENTIAL DISTRICT:	66,995± S.F. (1.53± ACRES)
LOT AREA WITHIN SEASHORE DISTRICT:	167,512± S.F. (3.85± ACRES)
EXISTING TOTAL LOT AREA:	234,507± S.F. (5.38 ACRES)
FEMA FLOOD ZONE DISTRICT:	ZONE "X", 7-16-2014 #25001C0143J

<b>PROPOSED LOT 1</b>	
SEASHORE DISTRICT	120,959± S.F. (2.77 ACRES)
RESIDENTIAL DISTRICT	9,808± S.F. (0.23 ACRES)
TOTAL	130,767± S.F. (3.00 ACRES)
<b>PROPOSED LOT 2</b>	
SEASHORE DISTRICT	46,553± S.F. (1.07 ACRES)
RESIDENTIAL DISTRICT	57,187± S.F. (1.31 ACRES)
TOTAL	103,740± S.F. (2.38 ACRES)

N O BOUNDARY LINE AGREEMENT  
A N A N  
O F F I C I A L O F F I C I A L

THIS BOUNDARY LINE AGREEMENT made this 22<sup>nd</sup> day of March 2007, by and between REGAN McCARTHY (McCarthy), now of 42 1/2 Adrian Avenue, New York New York ("McCarthy"), and the UNITED STATES OF AMERICA (USA), acting by and through the Realty Office, Northeast Region, DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, under and pursuant to the powers and authority contained in 16 U.S.C. §§1-4, 16 U.S.C. §459b et seq., and as otherwise provided at law.

WITNESSETH: WHEREAS, the parties hereto are fee simple owners of contiguous parcels of land located in the Town of Truro, County of Barnstable, Massachusetts; and

WHEREAS, USA is the owner of a parcel of land acquired by that certain deed from Harry J. Larsen, Sr. and Maude R. Larsen dated January 18, 1966 and recorded with the Barnstable County Registry of Deeds (the "Registry"), in Book 1326 Page 350 (Parcel II) (the "USA Parcel") which parcel lies within the Cape Cod National Seashore ("CCNS") and which is generally depicted on the Cape Cod National Seashore Tract Map Sheet No. 14010-0529-2493 as a portion of Tract 17T3305; being the portion north of the Cape Cod National Seashore Boundary of the land described as parcel 1 of the deed dated July 20, 1914 and recorded at the Registry in Book 344, Page 595; and

WHEREAS, McCarthy is the owner of a contiguous parcel of land; a portion of which lies within the CCNS, acquired by that certain deed from James Wasenius dated February 24, 2006, and recorded at Deed Book 20807, Page 42 (the "McCarthy Parcel"), a portion of which is generally depicted as Parcel 47-2 on the Assessors Maps of the Assessors of the Town of Truro, Massachusetts; and a portion of which is generally depicted on the Cape Cod National Seashore Tract Map Sheet No. 14010-0529-2493 as Tract 17T3300, being the same parcel as Parcel 5 described in a certain deed from the heirs of Joseph Morris to James Morris dated July 7, 1911 and recorded with the Registry in Book 314, Page 45 (the "Morris Deed"); and

WHEREAS, the parties wish to confirm the location of the boundary line between the USA Parcel and the McCarthy Parcel; and

WHEREAS a certain dirt path of uneven width runs southerly from Higgins Hollow Road, southerly to the McCarthy Parcel at the north side of the Proprietor's Road, a public way, and thence continuing southerly within the McCarthy Parcel; and

WHEREAS, the Proprietors Road is partially wooded at this time, and the parties wish to minimize removal of trees and brush necessitated in accessing the McCarthy Parcel, and the

*Grantor's Address:  
National Park Service  
North East Div 116 John St  
Lowell Ma 01851*

distance from the McCarthy Parcel to Higgins Hollow Road along the Proprietors Road is much greater than the distance from the McCarthy Parcel to Higgins Hollow Road along the portion of the dirt path lying outside the McCarthy Parcel previously mentioned and addressed below; and

WHEREAS, the question of the boundary line has caused concern regarding the use of said dirt path, a portion of which lies outside the McCarthy Parcel, which portion could provide access to the McCarthy Parcel, and the entire dirt path, including the portion within the McCarthy Parcel, which could provide access to land southerly of the USA Parcel that may be owned by Robert and Ellen McDermott and Mikhail Zakin (the "McDermotts") being the portion south of the Cape Cod National Seashore Boundary of the land described as parcel 1 of the deed dated July 20, 1914, and recorded in the Registry in Book 344, Page 595 (the "McDermott Parcel"), which the McDermotts claim to own pursuant to a deed recorded with the Registry in Book 3942 Page 113, and

WHEREAS, the parties hereto concur and agree in the location of the common boundary line between the USA Parcel and the McDermott Parcel, as described below,

NOW THEREFORE, in consideration of the mutual covenants described herein the USA and McCarthy DO HEREBY, for themselves, their successors and assigns, covenant and agree as follows:

1. The parties hereby confirm that the common boundary line (the "Property Line") between the USA Parcel and the McCarthy Parcel has a bearing of N23° 43'46" W and runs southerly a distance of 255.69 feet from a point on the north side of the Proprietors Road, said point having coordinates N 371194.69 and E 994153.80 on the Massachusetts Coordinate System, which point is marked "202" on the plan prepared by BSC Group, Professional Surveyors and Engineers, dated February 1, 2007, and titled "Common Boundary Between Regan McCarthy #35A Higgins Hollow Road and USA", which is attached hereto as Exhibit A and incorporated herein (the "Plan"), to the point on the CCNS Boundary Line as shown on the Plan having coordinates N 370960.62 and E 994256.7 on the Massachusetts Coordinate System, which point is marked "199" on the Plan. The herein-described, agreed upon and established common boundary line being shown on the Plan is by this reference made a part hereof.

2. McCarthy does hereby release, remise and forever QUITCLAIM unto the USA, its successors and assigns, in fee simple, forever, all of her right, title and interest in and to any land lying to the WEST of the Property Line (as hereinbefore agreed upon and established) and within the USA Parcel. McCarthy acknowledges and confirms that she has no claim, whether through deed, or any other mechanism to any portion of the USA Parcel.

3. The USA does hereby release, remise and forever QUITCLAIM unto McCarthy, her heirs, executors, successors and assigns, in fee simple, forever, subject only to those rights granted to the McDermotts, as described below, all of his Right, Title and Interest in and to any land lying to the EAST of the Property Line (as hereinbefore agreed upon and established), and within the McCarthy Parcel. The USA acknowledges and confirms that it has no claim, whether through deed, condemnation or any other mechanism in any portion of the McCarthy Parcel.

O F F I C I A L

O F F I C I A L

C O P Y

C O P Y

4. The parties acknowledge that there is a dirt path of uneven width located generally to the east of the Property Line in the approximate location shown on the Plan, which path runs in a more or less southerly direction from Higgins Hollow Road to the CCNS Boundary (the "Dirt Path"), and that a portion of the Dirt Path is located northerly of the northern boundary of the McCarthy Parcel at the north side of Proprietor's Road. That portion of the Dirt Path located between the northern boundary of the McCarthy parcel and Higgins Hollow Road being hereinafter shall be referred to as the "Dirt Path Extension".

5. McCarthy does hereby release, remise and forever QUITCLAIM unto the USA, its successors and assigns any claim she may now have against the USA to an easement over the said Dirt Path Extension. The USA acknowledges that it has no objection to the use of the existing Dirt Path Extension by McCarthy and her successors' and assigns for vehicular and pedestrian access to and egress from the McCarthy Parcel, provided that McCarthy and subsequent owners shall not have any right to change, alter, relocate or improve the Dirt Path Extension without written approval from the Superintendent of the Cape Cod National Seashore. Additionally, the parties acknowledge that: (a) the McCarthy Parcel is bounded on the north by the north side of the Proprietors Road, a public way, and (b) McCarthy has the right to access the McCarthy Parcel by the Proprietors Road, and to run utilities to the McCarthy Parcel under and upon the Proprietors Road. McCarthy shall apply to USA for a utility Right of Way Permit pursuant to 36 C.F.R. 14 so as to allow utilities to be brought to the McCarthy Parcel via the Dirt Path Extension, and the installation of utilities in compliance with such Right of Way Permit shall not constitute a breach of this Agreement. The USA will provide ninety (90) days written notice to McCarthy at the address indicated in this Agreement in the event that it intends to object to McCarthy's use of the Dirt Path Extension for vehicular access.

6. McCarthy agrees to use commercially reasonable efforts to minimize removal of trees and brush on the portion of the McCarthy Parcel within the Cape Cod National Seashore in connection with obtaining access to any building that may be constructed on the McCarthy Parcel. Building, if any, on the McCarthy Parcel is subject to the laws and regulations of the Town of Truro and the Commonwealth of Massachusetts.

7. McCarthy agrees to execute a perpetual easement granting to the McDermotts, their successors and assigns a perpetual right of access to the McDermott Parcel over the Dirt Path as it runs through the McCarthy Parcel. Said easement shall be for vehicular and pedestrian access only, and no alteration to the Dirt Path shall be allowed. The easement will be recorded immediately after the recording of this Boundary Agreement and shall be in the form attached hereto as Exhibit B. Notwithstanding the foregoing, the McDermotts are not intended third party beneficiaries of this Agreement.

8. McCarthy agrees that on the effective date of this Boundary Agreement, she will deliver to the USA a release deed to the USA of all of her right title and interest in and to any land or interests in land located within the Cape Cod National Seashore described in a certain deed to her from Seaman's Savings Bank recorded with the Registry in Book 7214 Page 322. For title reference, see deed recorded at the Registry in Book 314 Page 45 (Parcel 2).

9. Each of the parties hereby warrants and represents to the other that it has the authority to execute this Agreement and to fully perform the obligations set forth herein; and that they have not relied on any representation not otherwise specifically set forth herein.

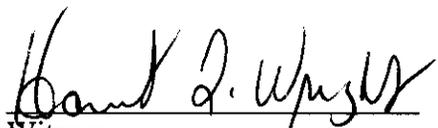
10. This agreement shall inure to the benefit of each party's heirs, assigns and legal representatives.

11 Each party agrees to execute such further documents reasonably necessary to fully implement the intent of the parties and the specific provisions hereof.

IT IS MUTUALLY AGREED AND COVENANTED that this Agreement shall run with the land and be binding upon and inure to the benefit of the successors in interest to the parties.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first above written.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be signed in its name and behalf by Pamela McLay, Realty Officer, Northeast Region, National Park Service, Department of the Interior.

  
Witness

  
Realty Officer  
Northeast Region

National Park Service  
Department of the Interior

NOT AN OFFICIAL COPY  
*[Signature]*  
Witness

NOT AN OFFICIAL COPY  
*[Signature]*  
REGAN McCARTHY

NOT AN OFFICIAL COPY

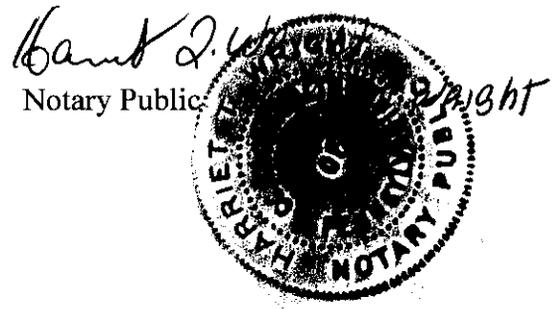
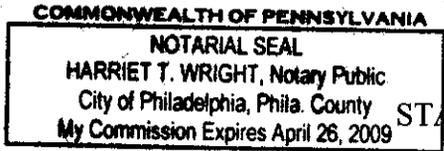
NOT AN OFFICIAL COPY

COMMONWEALTH OF PENNSYLVANIA

CITY/COUNTY OF PHILADELPHIA: SS

I hereby certify that on this 2<sup>nd</sup> day of APRIL, 2007, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Pamela McLay, known to me and by me duly sworn, who did depose and say that she is the Realty Officer, Northeast Region, National Park Service, Department of the Interior of the United States of America, acting on behalf of the United States of America, in the foregoing instrument; that she knows the seal of the National Park Service, Department of the Interior of the United States of America, and that the seal affixed to said instrument is the official seal of the National Park Service and was affixed thereto by her order; and she acknowledges the said instrument to be the act and deed of the USA for the purposes therein expressed.

My commission expires: APRIL 26, 2009



STATE OF NEW YORK

Neal, SS.

On this 2<sup>nd</sup> day of April, 2007, before me, the undersigned notary public, personally appeared Regan McCarthy, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily and for its stated purpose.

NEAL BERNSTEIN  
Notary Public State of New York  
No. 01BE5043933  
Qualified in Kings County  
Commission Expires May 15, 2007

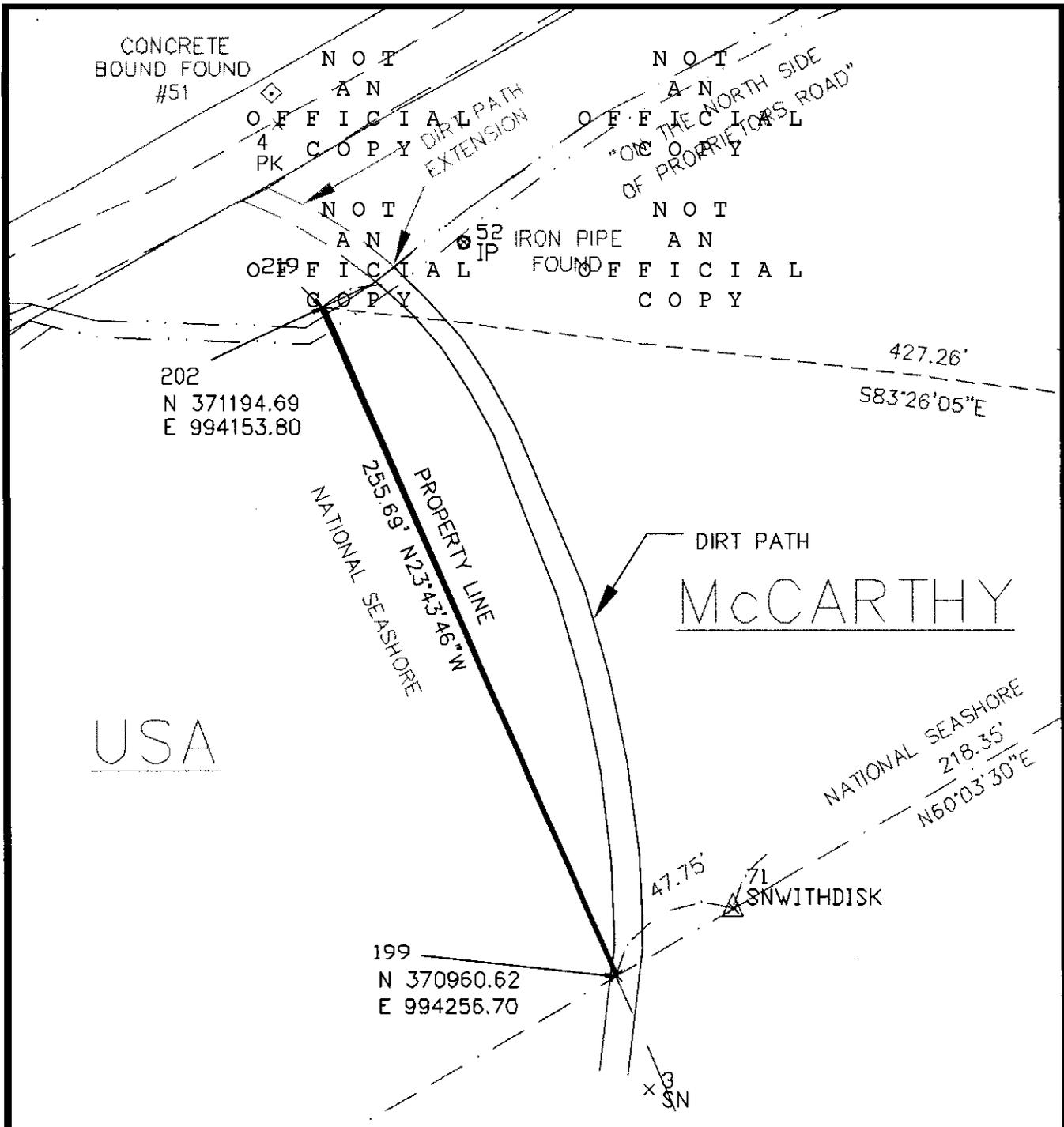
*[Signature]*  
Notary Public  
Print Name: Neal Bernstein  
My Commission Expires: 5/15/07











COMMON BOUNDARY AGREEMENT  
 BETWEEN REGAN McCARTHY AND USA  
 #35A HIGGINS HOLLOW ROAD  
 WITH EXISTING MONUMENTS

THE BSC GROUP, INC  
 349 MAIN STREET WEST YARMOUTH MA.

TRURO, MASSACHUSETTS  
 (THIS PLAN DEPICTS A PORTION OF THE LAND SHOWN  
 ON A PLAN WITH THE SAME TITLE DATED 2/1/07  
 AND A SCALE OF 1"=100')

SCALE: 1"=50'

DATE 2/1/07

BSC# 48839.00

SHEET 1 OF 1

United States Department of the Interior  
National Park Service

Right-of-Way Permit for  
**Regan McCarthy**  
Right-of-Way Permit No.: **RW CACO-19-001**  
Replaces Permit RW 1730-08-001  
PEPC#: 19004

WHEREAS, pursuant to a Boundary Line Agreement with the United States of America recorded at the Barnstable (MA) Registry of Deeds in Book 21913, Page 183, on **May 14, 2007**, **Regan McCarthy** (hereinafter "Permittee"), owner of property at **35A Higgins Hollow Road, Truro, MA** (hereinafter the "McCarthy Parcel") applied to the National Park Service, United States Department of the Interior (hereinafter "Permitter") for a right-of-way to use or occupy NPS-administered lands or waters within **Cape Cod National Seashore** (hereinafter "Park"), a unit of the National Park System, in order to construct, operate and maintain **underground electric, cable television, telephone, and water utility lines**; and

WHEREAS, the National Park Service (hereinafter "NPS" or "Service") administers the Park that was established as a unit of the National Park System, United States Department of the Interior pursuant to 16 U.S.C. § 459b, et seq.; and

WHEREAS, 54 U.S.C. § 100101(a) directs the Secretary of the Interior, acting through the NPS, "to conserve the scenery, natural and historic objects, and wild life" in units of the National Park System and to provide for their enjoyment "in such manner and by such means as will leave them unimpaired for the enjoyment of future generations"; and

WHEREAS, 54 U.S.C. § 100101(b)(2) provides that the authorization of activities in the National Park System "shall be construed, and the protection, management, and administration of the System units shall be conducted, in light of the high public value and integrity of the System and shall not be exercised in derogation of the values and purposes for which the System units have been established, except as directly and specifically provided by Congress"; and

WHEREAS, 54 U.S.C. §§ 100902(a) and 100902(b) authorize the Secretary of the Interior to grant rights-of-way over, across, on, or through the Park for the purposes enumerated in those laws and subject to the other conditions in them, provided that the Secretary finds that the rights-of-way are not incompatible with the public interest; and

WHEREAS, the NPS has promulgated regulations, codified at 36 C.F.R. Part 14, governing the issuance, use, and management of rights-of-way over, across, on, or through federally owned or controlled lands administered by the NPS; and

WHEREAS, the NPS has determined that the proposed use or occupancy of the NPS-administered lands or waters described herein for the construction, operation and maintenance of **underground electric, cable television, telephone, and water utility lines** is not incompatible with

the public interest; and

WHEREAS, by deed the Proprietors Road forms the northern boundary of the McCarthy Parcel, located at 35A Higgins Hollow Road, Truro, MA, being private property located partially within the boundaries of the Park; and

WHEREAS a pre-existing dirt path of uneven width (hereinafter, "Permitted Area" or "Dirt Path Extension") runs southerly from Higgins Hollow Road to the McCarthy Parcel at the north side of the Proprietors Road, and thence continuing southerly within the McCarthy Parcel; and

WHEREAS, the Proprietors Road is partially wooded at this time, and the parties wish to minimize removal of trees and brush necessitated in accessing the McCarthy Parcel, and that use of the existing Permitted Area rather than the Proprietors Road, which is undeveloped at this time, best achieves this aim; and

WHEREAS, the Permitter is the owner of a parcel of land on which the Permitted Area is located as acquired by that certain deed dated January 18, 1966, and recorded at Deed Book 1326, Page 350, in the Barnstable County (MA) Registry of Deeds, and identified on the Cape Cod National Seashore Tract Map Sheet No. 14-10-0529-2493 as Tract 17T3305; being the same parcel described in the deed recorded at Book 344, Page 595 as Parcel 1 in the Barnstable County Registry of Deeds, Massachusetts, and dated July 20, 1914; and

WHEREAS, the Permittee is the owner of a contiguous parcel of land described by that certain deed dated February 24, 2006, and recorded at Deed Book 20807, Page 42 in the Barnstable County (MA) Registry of Deeds, a portion of which is identified as Parcel 47-2 in the Assessor's Office of the Town of Truro, Barnstable County, Massachusetts; and a portion of which is identified on the Cape Cod National Seashore Tract Map Sheet No. 14-10-0529-2493 as Tract 17T3300; being the same premises described in the deed recorded at Book 314, Page 45 as Parcel 5; and

WHEREAS, the above referenced Boundary Line Agreement states that the USA has no objection to the use of the existing Permitted Area by Permittee and her successors' and assigns for vehicular and pedestrian access to and egress from the McCarthy Parcel, provided that Permittee and subsequent owners shall not have any right to change, alter, relocate or improve the Permitted Area without written approval from the Superintendent of the Cape Cod National Seashore; and

WHEREAS, the above referenced Boundary Line Agreement acknowledges that: (a) by deed, the McCarthy Parcel is bounded on the north by the north side of the Proprietors Road, a public way, (b) Permittee has the deeded right to access the McCarthy Parcel by the Proprietors Road, and to run utilities to the McCarthy Parcel across, under and upon the Proprietors Road, (c) Permittee shall apply to USA for a utility Right of Way Permit pursuant to 36 C.F.R. 14 so as to allow utilities to be brought to the McCarthy Parcel via the Permitted Area, and (d) the installation of utilities in compliance with such Right of Way Permit shall not constitute a breach of the Boundary Line Agreement; and

WHEREAS, Permittee agrees not to exercise her right to use and develop the Proprietors Road for access and/or utilities as long as Permitter permits her to use the existing Permitted Area except as

may be required by the Town of Truro to safely and lawfully provide access from Higgins Hollow Road to all and/or any portion of the McCarthy parcel for her enjoyment and use, as long as Permittor permits her to use the existing Permitted Area; and

WHEREAS, the Permittee has affirmed that the subject electric, cable television, telephone, and water utility lines will be on Park lands for a combined distance of 55 feet, no more than 55 feet of which will be underground and/or no more than 55 feet of which will be above ground. The purpose and intent of the **Permit** will be to provide electric, cable television, telephone, and water utility lines service to the said Permittee's property; and

NOW, THEREFORE, the NPS, acting pursuant to the authority of **54 U.S.C. § 100902(a)** hereby grants to **the Permittee** this revocable, non-exclusive right-of-way permit (hereinafter "Permit") across the Permitted Area. This Permit constitutes only a revocable, non-exclusive license to use or occupy the Permitted Area for the purposes described in the Permit during the term of the Permit. By accepting this Permit, the Permittee agrees to comply with the regulations in 36 C.F.R. Part 14 (or any successor regulations), other applicable laws and regulations, and the terms and conditions set forth in this Permit. The Park's Superintendent (hereinafter "Superintendent") will be the NPS official primarily responsible for administering this Permit.

#### Authority to Enter into Permit

The Permittee represents and warrants to the NPS that:

- (1) The Permittee is authorized under the laws of **the Commonwealth of Massachusetts** and by its governing documents to enter into this Permit; and
- (2) The person signing this Permit on the Permittee's behalf is authorized to bind the Permittee to comply with the Permit's terms and conditions.

#### Legal Description and Map of Permitted Area

The legal description of the Permitted Area is as follows:

The right-of-way shall run within the existing Dirt Path Extension, which is of uneven width, commencing along the south side of the public road known as Higgins Hollow Road and ending on the north side of the public way known as Proprietors Road. The dimensions of the Dirt Path Extension range in length between 15.78 meters (52.55 feet) and 16.42 meters (54.70 feet) on either side and approximately 2.4 meters+ (8 feet) wide on average. (Exhibit A) The Dirt Path Extension is approximately 430 square feet (430 sf+) in area. The Right of Way shall run within the Dirt Path Extension. Utility lines shall either run underground within the Dirt Path Extension or overhead from the nearest public utility pole, as determined by the utility as the time of installation. Right-of-way description contained herein shall not exceed aforementioned widths except to locate appurtenances such as meters, conduits and other equipment as required by utility companies, in which case such appurtenances shall be located within 1.5 meters (5 feet) of the existing eastern or western boundary of the Dirt Path Extension or as otherwise described.

The Dirt Path Extension is situated in Truro, Barnstable County, Massachusetts, being a portion of the Tract numbered 17T3305 depicted on Seashore Tract Map 201-17, said path being depicted on the drawing in Exhibit A and labeled “Interim Map” and entitled:

“Common Boundary Line Agreement Between Regan McCarthy and USA #35A Higgins Hollow Road Utility Easement Detail (Scale 1” = 10’)” prepared by the BSC Group, 349 Main Street, West Yarmouth, MA.

If any deviation is known to occur prior to construction, The Permittee must submit a revised Exhibit A and, if applicable, a revised legal description of said deviation(s) to the NPS for review and written approval before construction commences. Any deviation from Exhibit A and legal description may require additional environmental compliance and reappraisal.

Within 90 days after the Permittee completes construction of its infrastructure, the Permittee must provide the NPS a dated Final Map and Legal Description (hereinafter “Exhibit B”) of the Permitted Area, including the location of the as-built infrastructure which the Permittee has installed, satisfying 36 C.F.R. § 14.25(a). The NPS and the Permittee agree that Exhibit B, once approved by the NPS in writing, will depict and describe the area authorized for the Permittee’s use or occupancy under this Permit and will be attached to this Permit as Exhibit B and labeled “Final Map and Legal Description.” If the Permittee’s infrastructure is not built as authorized, then the NPS may, in its sole discretion, decline to approve the final map and legal description and instead require the Permittee to move or remove the infrastructure within the Permitted Area.

The Permittee may not deviate from the approved Permitted Area in its operation and maintenance of the **underground electric, cable television, telephone, and water utility lines**. If the Permittee determines that it needs to use or occupy NPS-administered lands or waters not specifically described in this Permit for the construction, operation and maintenance of the **underground electric, cable television, telephone, and water utility lines**, then the Permittee must apply in writing to the NPS for authorization to use or occupy the additional area. After considering the Permittee’s application, the NPS, in its sole discretion, may authorize the use or occupancy of the additional area by amending this Permit or by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. In its sole discretion the NPS may also deny the Permittee’s request for authorization to use or occupy the additional area.

#### Permitted Use of Right-of-Way

In connection with the **underground electric, cable television, telephone, and water utility lines**, this Permit authorizes the Permittee to construct, operate and maintain the following facilities or equipment in the Permitted Area:

The right-of-way hereby granted is for the purpose of constructing, operating and maintaining electric, cable television, telephone, and water utility lines services across or under the above described lands, application for which was originally made in writing by the Permittee to the Superintendent, Cape Cod National Seashore (hereinafter Superintendent) on May 14, 2007 and first approved on

September 8, 2008. That in utilizing the right-of-way herein granted, the Permittee agrees to comply with and be bound by laws and regulations regarding the use and occupancy of the lands administered by the Service and by the terms of this permit.

This Permit authorizes the construction, operation and maintenance only of the facilities or equipment specifically described in the Permit. If the Permittee determines that it needs to operate and maintain facilities or equipment other than those specifically described in this Permit, then the Permittee must apply in writing to the NPS for authorization to operate and maintain the additional facilities or equipment. After considering the Permittee's application, the NPS, in its sole discretion, may authorize the operation and maintenance of the additional facilities or equipment by amending this Permit or by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. In its sole discretion the NPS may also deny the Permittee's request for authorization to operate and maintain the additional facilities or equipment.

#### Effective Date and Term of Permit

This Permit will be effective on the date of its signature by the Superintendent and will expire automatically 10 years after its effective date at noon, **Eastern Standard Time**, unless it is earlier revoked, terminated, or abandoned pursuant to the provisions of this Permit or in accordance with applicable federal law.

#### Reauthorization of Use

In order to continue use or occupancy of the Permitted Area beyond the initial term without interruption, the Permittee must submit to the Superintendent a written application for reauthorization, on the then-current NPS-approved form and in accordance with then-existing NPS regulations and policies, at least 6 months before the Permit's expiration date. After considering the application, the NPS, in its sole discretion, may reauthorize the use and occupancy of the Permitted Area by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. The Permittee hereby acknowledges that reauthorization is not guaranteed and that the Permittee does not have a preferential right to reauthorization as a result of the NPS's issuance of this Permit. If the NPS does not re-authorize renewal of this Permit, the Permittee is released from terms and conditions voluntarily offered to limit deforestation of the Proprietors Road.

#### Termination of Permitted Right-of-Way

At any time during the term of this Permit the NPS, in its sole discretion, may, without incurring any liability whatsoever, terminate all or any part of the permitted right-of-way. If the NPS terminates all or any part of the right-of-way before the Permit expires by its own terms, then the NPS will provide the Permittee 30 days advance written notice of the termination, including the reasons for the termination.

### Abandonment of Permitted Right-of-Way

At any time during the term of this Permit, if the Permittee fails to use or occupy the Permitted Area for a period of 2 years, then the NPS, in its sole discretion, may deem the permitted right-of-way abandoned and may take whatever action it determines is necessary to secure and restore the Permitted Area. The NPS will provide the Permittee written notice of its determination that the Permittee has abandoned the permitted right-of-way. In case of abandonment, the Permittee will be responsible for reimbursing the NPS for all of its costs to secure and restore the Permitted Area.

### Reimbursement of Costs

Pursuant to 54 U.S.C. § 103104 the NPS has elected not to recover the costs of providing necessary services associated with this Permit.

### Fees for Use and Occupancy

The NPS and Permittee understand and agree that the consideration for utilization of the Permitted Area for this utility corridor is waived in accordance with 36 C.F.R. § 14.26(c)(1). Running this utility corridor through the existing Permitted Area rather than Proprietors Road will benefit the NPS by preserving the existing trees and brush within the boundaries of the Park.

### Terms and Conditions

This Permit and the uses or activities authorized under it are subject to the following terms and conditions:

(1) This Permit may be amended only by a written instrument executed by the NPS and the Permittee.

(2) The Permittee may not transfer or assign this Permit to another party without obtaining the NPS's prior written approval.

(3) The Permittee is responsible for ensuring that representatives, agents, contractors, and subcontractors engaged by the Permittee to construct, operate and/or maintain Permittee's electric, cable television, telephone, and water utility lines services in the Permitted Area are familiar with this Permit and comply with its terms and conditions. All persons working for the Permittee within the Permitted Area must carry a copy of this Permit.

(4) The Permittee must provide the NPS with current contact information (address, telephone numbers, email addresses, etc.) for both routine and emergency communications.

(5) If directed by the Park, the Permittee must instruct representatives, agents, contractors, and subcontractors engaged by the Permittee to construct, operate and/or maintain Permittee's electric, cable television, telephone, and water utility lines services in the Permitted Area to post on its facilities in the

Park at least one sign, of a design and in a location acceptable to the NPS, with the company's name, primary point of contact, and emergency telephone number.

(6) The Permittee must notify the Superintendent in writing at least 5 business days before conducting any maintenance or non-emergency repair work within the Permitted Area. The written notice must describe the location of the proposed work, the equipment to be used, and the size of work crews anticipated to be working in the Park. The Superintendent may require an on-site meeting before any maintenance or non-emergency repair work commences and may assign a site monitor to be present during such work. Except in emergencies, all work in the Permitted Area must be conducted during the Park's normal business hours. To respond to an emergency, the Permittee may enter the Permitted Area at other times to conduct repair work after notifying the Superintendent at [caco\\_superintendent@nps.gov](mailto:caco_superintendent@nps.gov) and calling the Park's Chief of Facilities Management at the Park's Headquarters at (508) 255-3421.

(7) The Permittee must instruct its agents, representatives, contractors and subcontractors to erect and maintain appropriate warning signs, barricades, or other warning devices during all periods when it is using the Permitted Area, including periods of maintenance or repair.

(8) The NPS may enter and inspect the Permitted Area at any time without providing prior notice to the Permittee.

(9) If necessary to protect Park resources or visitors, the NPS may require the Permittee to suspend its activities in the Permitted Area or to relocate or remove its facilities or equipment; provided that if the NPS determines that the Permittee must relocate or remove its facilities or equipment, the NPS will exercise its best efforts to accommodate the Permittee at another location in the Park.

(10) Notwithstanding the issuance of this Permit, the NPS (a) may establish trails, roads, or other improvements across, over, on, or through the Permitted Area for use by the NPS, by Park visitors, or by others and (b) may authorize its contractors or other permittees to use the Permitted Area at the same time that the Permittee is using it, as long as those other uses will not unreasonably interfere with the Permittee's use of the Permitted Area under this Permit.

(11) The Permittee may not allow another party to co-locate equipment on the Permittee's infrastructure without obtaining the NPS's prior written approval. As a condition of such approval the NPS will require the co-locator to apply for and be issued its own NPS right-of-way permit.

(12) The Permittee must keep the Permitted Area clean and free of litter or other debris at all times.

(13) Except as expressly authorized by this Permit or subsequently approved in writing by the Superintendent, the Permittee may not move, remove, alter, damage, or destroy any Park resources within the Permitted Area or the Park. As directed by the Superintendent, the Permittee must take all reasonable measures to avoid or minimize damage to Park resources. The Superintendent may require reasonable mitigation in return for allowing impacts to Park resources under this Permit.

(14) The Permittee must immediately suspend all activities and notify the Superintendent upon the discovery of any threatened or endangered species or archeological, paleontological, or historical resources within or near the Permitted Area. All natural and cultural resources discovered in the Permitted Area are the property of the United States.

(15) The Permittee may not use pesticides or herbicides on Park lands without obtaining the Superintendent's prior written approval.

(16) The Permittee must do everything reasonably within its power to prevent and suppress fires resulting from the Permittee's activities under this Permit.

(17) Within 24 hours after the damage or disruption occurs, the Permittee must repair or restore any authorized utilities within the Park that are damaged or disrupted as a result of the Permittee's activities under this Permit.

(18) Upon the termination of the subject right-of-way permit by expiration or by prior cancellation, in the absence of any agreement to the contrary, if all monies due the Permitter thereunder have been paid, the Permittee shall be allowed six months, or such additional time as may be granted, in which to remove from the right-of-way all property or improvements of any kind placed thereon by then; and if not removed within the time allowed, all such property and improvements shall become the property of the United States.

(19) If required, the Permittee shall file a performance bond with satisfactory surety payable to the Permitter to fully insure compliance with the permit's terms and conditions.

(20) NPS may require the Permittee to apply for and receive a National Park Service (NPS) Special Use Permit for construction activities prior to the start of construction.

(21) In each instance during the term of this Permit in which Permittee's agents, representatives, contractors or subcontractors (hereinafter "Agents") engage in activities to construct, maintain or repair Permittee's infrastructure in the Permitted Area, the Permittee or its Agents, shall procure and maintain in force and effect during the term of this Permit commercial general liability insurance to protect against claims arising out of the acts or omissions of the Permittee's Agents while conducting the activities authorized by this Permit. The insurance policy must provide coverage for discharges or escapes of pollutants or contaminants into the environment, including sudden or accidental discharges or escapes. The policy must be in the minimum amount of \$ 1/2 million per occurrence and \$ 1 million aggregate; must be issued by a company duly licensed to do business in **the Commonwealth of Massachusetts**; and must name the United States of America as an additional insured. Before activities commence under this Permit, the Permittee must provide the NPS with a copy of the Certificate of Insurance showing the required coverage.

(22) In accordance with applicable law, including the Park System Resource Protection Act, 54 U.S.C. §§ 100721-100725, the Permittee will be responsible for any damage to or destruction of Park resources resulting from the Permittee's activities that are not reasonably inherent in the use of the Permitted Area authorized by this Permit. This Permit is not a defense to liability under 54 U.S.C. §

100722(c)(3) for any activity not expressly authorized by this Permit.

(23) The Permittee will indemnify and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of the Permittee's activities under this Permit. This agreement to indemnify and hold harmless from and against all liability includes liability under federal or state environmental laws, including the Comprehensive Environmental Response, Compensation, and Restoration Act, as amended; the Resource Conservation and Recovery Act, as amended; and what is commonly known as the Clean Water Act, as amended. This agreement to indemnify and hold harmless will survive the Permit's termination or expiration.

(24) The Permittee is not responsible or liable for operation, maintenance or reporting on any equipment or facilities that may presently exist in the Permitted Area except those that arise out of the Permittee's activities under this Permit.

(25) In accordance with applicable federal law the Permittee will not discriminate against any person because of race, color, religion, sex, or national origin.

(26) Nothing in this Permit obligates the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated by the NPS for the purpose of this Permit, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

By signing this Permit on the date indicated below, the Permittee's authorized representative acknowledges that she has read and understands all of the Permit's terms and conditions, agrees that the Permittee will abide by all of the Permit's terms and conditions, and requests that the NPS Regional Director execute the Permit and issue it to the Permittee.

**Regan McCarthy**



March 1, 2019

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

By signing this Permit on the date indicated below, the Park Superintendent hereby executes it and issues it to the Permittee.

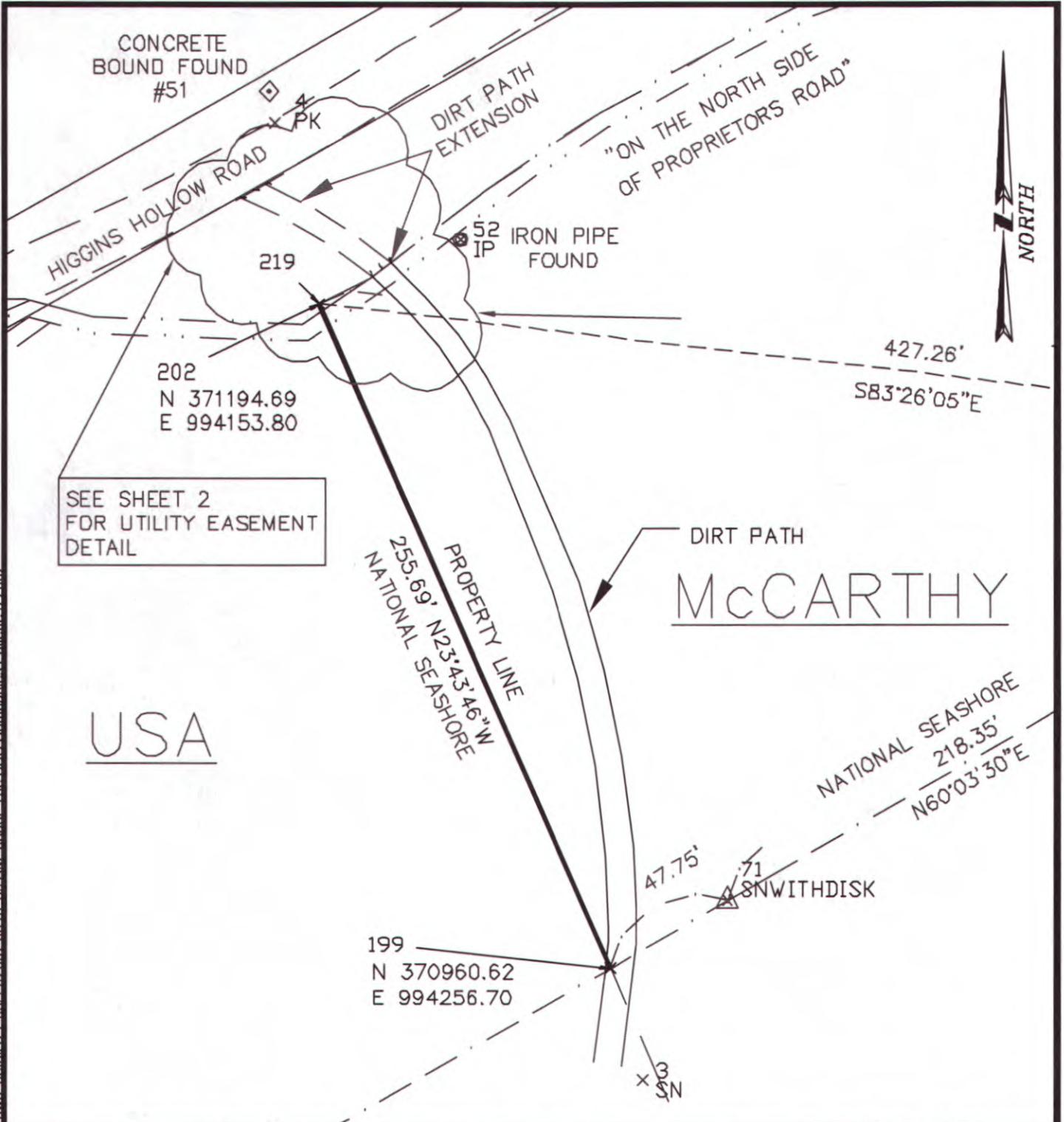


\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

Superintendent, **Cape Cod National Seashore**  
National Park Service,  
United States Department of the Interior

EXHIBIT A - INTERIM MAP



COMMON BOUNDARY AGREEMENT  
BETWEEN REGAN McCARTHY AND USA  
#35A HIGGINS HOLLOW ROAD  
WITH EXISTING MONUMENTS

THE BSC GROUP, INC  
349 MAIN STREET WEST YARMOUTH MA.

TRURO, MASSACHUSETTS  
(THIS PLAN DEPICTS A PORTION OF THE LAND SHOWN  
ON A PLAN WITH THE SAME TITLE DATED 2/1/07  
AND A SCALE OF 1"=100')

SCALE: 1"=50'

DATE 5/11/07

BSC# 48839.00

SHEET 1 OF 2

P:\ord\48839\DWG\18839-USA-McCARTHY.dwg\_detail (2). 05/11/2007 06:37:39 AM phari The BSC Companies Pallette 3-2002

HIGGINS HOLLOW ROAD

4' UTILITY EASEMENT ACROSS LAND OWNED BY THE NATIONAL SEASHORE. LOCATED ON THE EASTERN SIDE OF THE EXISTING 8' WIDE DIRT PATH EXTENSION, WITH AN AREA OF 212±S.F. TO CONSTRUCT, INSTALL AND MAINTAIN UTILITIES SERVICING LAND OWNED BY REGAN McCARTHY

N/F NATIONAL SEASHORE

N/F NATIONAL SEASHORE



TEMPORARY UTILITY CONSTRUCTION EASEMENT 8' WIDE

DIRT PATH EXTENSION  
 $R=171.31'$   $L=52.55'$   
 $R=187.31'$   $L=53.60'$   
 $R=163.31'$   $L=54.70'$

$N63^{\circ}27'05''E$   
20.82'

$N23^{\circ}43'46''W$   
255.69'

$S52^{\circ}33'56''W$   
8.17'

219

PROPRIETORS ROAD

DIRT PATH

COMMON BOUNDARY AGREEMENT  
 BETWEEN REGAN McCARTHY AND USA  
 #35A HIGGINS HOLLOW ROAD

THE BSC GROUP, INC  
 349 MAIN STREET WEST YARMOUTH MA.

UTILITY EASEMENT DETAIL

TRURO, MASSACHUSETTS

(THIS PLAN DEPICTS A PORTION OF THE LAND SHOWN ON A PLAN WITH THE SAME TITLE DATED 2/1/07 AND A SCALE OF 1"=100')

SCALE: 1"=10'

DATE 5/11/07

BSC# 48839.00

SHEET 2 OF 2

P:\proj\4883900\DWG\18839-USA-MCARTH-3.dwg\_detail\_05/11/2007 06:38:18 AM phaci The BSC Companies Pallette 3-2002

**Transcript of the Town Way Decision of 1894 Creating Higgins Hollow Road from Old Bridge Road to Ballston Heights**  
(“following nearly” the Proprietor’s Road, the then road through the Hollow)

---

**Truro Town Road Records Volume B | pgs 16 &17 | Article 3 | March 28, 1894**  
(provided by Truro Town Clerk email on 8/30/2005; certified copy obtained in 2006)

Article 3 of the meeting describes the course of what is now known as Higgins Hollow Road from Old County Road or King’s Road to Ballston Heights. This article states this course begins near the dwelling of Abigail Higgins (widow of Daniel P. Higgins), This house is clearly marked at this intersection on the historic map from the Library of Congress (HABS).

In current times, the Abigail Higgins property is located at 16 Higgins Hollow Road, opposite the historic Old Bridge Rd and the newer Knight’s Way. The courses cited below are depicted in recorded Plans 665-80 (McCarthy) and 675-1 (McDermott), respectively at 35A and 35 Higgins Hollow Road.

The phrase “*following nearly the private way already existing*” refers to the existing way through the Hollow in 1894, the Proprietor’s Road. This Proprietor’s Road was never discontinued according to Town Road indexes covering 1894 to this day.

Article 3:

*“On the above date the Road Commissioner of Truro did lay out a town way from the Old County Road or King’s Road so called at a point near the dwelling house of Abigail Higgins to the entrance of Ballston Heights, so called, following nearly the private way already existing. Beginning at the County Road before mentioned at a stake and running east 4° south 4 rods; thence east 3° north 28 rods; thence east 10° south 20 rods; thence east 16° north 66 rods to the end. Said road is 22 feet wide for the first 22 rods from the point of beginning and 33 feet wide for the remainder of the way.”*

The Commissioners voted:

*To take up Article 3*

*To hear the report of the Road Commissioners on the laying out of said road*

*To accept the report of the Road Commissioners*

*To accept the road as laid out by the Road Commissioners.....*

Attested: *Samuel Dyer, Clerk of Commissioners, Truro, Mass March 28, 1894*

**Note:** Article 4 of above referenced decision minutes the vote to take up the decision to discontinue the Town Road...” leading to the house of SA Paine “near the old pound” and to “discontinue said road.” This road is unrelated to the road in Article 3.

This affirms that no affirmative decision to discontinue the Proprietor’s Road (‘private way’) in Article 3 was taken, while in the next action on the same day an affirmative vote was taken to discontinue a different Town Road.

## BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT made this 22nd day of March 2007, by and between REGAN McCARTHY (McCarthy), now of 42 1/2 Adrian Avenue, New York New York ("McCarthy"), and the UNITED STATES OF AMERICA (USA), acting by and through the Realty Officer., Northeast Region, DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, under and pursuant to the powers and authority contained in 16 U.S.C. §§1-4, 16 U.S.C. §459b et seq., and as otherwise provided at law.

### **Excerpts: Paragraphs 6-7, Items 5 and 6**

WHEREAS a certain dirt path of uneven width runs southerly from Higgins Hollow Road, southerly to the McCarthy Parcel at the north side of the Proprietor's Road, a public way, and thence continuing southerly within the McCarthy Parcel; and

WHEREAS, the Proprietors Road is partially wooded at this time, and the parties wish to minimize removal of trees and brush necessitated in accessing the McCarthy Parcel, and the distance from the McCarthy Parcel to Higgins Hollow Road along the Proprietors Road is much greater than the distance from the McCarthy Parcel to Higgins Hollow Road along the portion of the dirt path lying outside the McCarthy Parcel previously mentioned and addressed below; and

-----

5. McCarthy does hereby release, remise and forever QUITCLAIM unto the USA, its successors and assigns any claim she may now have against the USA to an easement over the said Dirt Path Extension. The USA acknowledges that it has no objection to the use of the existing Dirt Path Extension by McCarthy and her successors' and assigns for vehicular and pedestrian access to and egress from the McCarthy Parcel, provided that McCarthy and subsequent owners shall not have any right to change, alter, relocate or improve the Dirt Path Extension without written approval from the Superintendent of the Cape Cod National Seashore . . . Additionally, the parties acknowledge that: (a) the McCarthy Parcel is bounded on the north by the north side of the Proprietors Road, a public way, and (b) McCarthy has the right to access the McCarthy Parcel by the Proprietors Road, and to run utilities to the McCarthy Parcel under and upon the Proprietors Road. McCarthy shall apply to USA for a utility Right of Way Permit pursuant to 36 C.F.R. 14 so as to allow utilities to be brought to the McCarthy Parcel via the Dirt Path Extension, and the installation of utilities in compliance with such Right of Way Permit shall not constitute a breach of this Agreement. The USA will provide ninety (90) days written notice to McCarthy at the address indicated in this Agreement in the event that it intends to object to McCarthy's use of the Dirt Path Extension for vehicular access.

6. McCarthy agrees to use commercially reasonable efforts to minimize removal of trees and brush on the portion of the McCarthy Parcel within the Cape Cod National Seashore in connection with obtaining access to any building that may be constructed on the McCarthy Parcel. Building, if any, on the McCarthy Parcel is subject to the laws and regulations of the Town of Truro and the Commonwealth of Massachusetts.

**NATIONAL PARK SERVICE**

**Right-of-Way Permit for  
Regan McCarthy  
Right-of-Way Permit No.: RW CACO-19-001  
Replaces Permit RW 1730-08-001  
PEPC#: 19004**

---

Excerpts: Paragraphs 1, 13-15

WHEREAS, pursuant to a Boundary Line Agreement with the United States of America recorded at the Barnstable (MA) Registry of Deeds in Book 21913, Page 183, on May 14, 2007, Regan McCarthy (hereinafter "Permittee"), owner of property at 35A Higgins Hollow Road, Truro, MA (hereinafter the "McCarthy Parcel") applied to the National Park Service, United States Department of the Interior (hereinafter "Permitter") for a right-of-way to use or occupy NPS-administered lands or waters within Cape Cod National Seashore (hereinafter "Park";, a unit of the National Park System, in order to construct, operate and maintain underground electric, cable television, telephone, and water utility lines; and

.....

WHEREAS, the above referenced Boundary Line Agreement states that the USA has no objection to the use of the existing Permitted Area by Permittee and her successors' and assigns for vehicular and pedestrian access to and egress from the McCarthy Parcel,

WHEREAS, the above referenced Boundary Line Agreement acknowledges that: (a) by deed, the McCarthy Parcel is bounded on the north by the north side of the Proprietors Road, a public way, (b) Permittee has the deeded right to access the McCarthy Parcel by the Proprietors Road, and to run utilities to the McCarthy Parcel across, under and upon the Proprietors Road, (c) Permittee shall apply to USA for a utility Right of Way Permit pursuant to 36 C.F.R. 14 so as to allow utilities to be brought to the McCarthy Parcel via the Permitted Area, and ( d) the installation of utilities in compliance with such Right of Way Permit shall not constitute a breach of the Boundary Line Agreement; and

WHEREAS, Permittee agrees not to exercise her right to use and develop the Proprietors Road for access and/or utilities as long as Permitter permits her to use the existing Permitted Area except as may be required by the Town of Truro to safely and lawfully provide access from Higgins Hollow Road to all and/or any portion of the McCarthy parcel for her enjoyment and use, as long as Permitter permits her to use the existing Permitted Area; and

.....

Signed and Executed by Both Parties: March 1, 2019



# United States Department of the Interior

OFFICE OF THE SOLICITOR  
One Gateway Center - Suite 612  
Newton, MA 02458-2881

TEL: (617) 527-3400  
FAX: (617) 527-6848

December 20, 2013

Mr. Albert J. Schulz, Esq.  
7 Parker Road  
Osterville, MA 02665-2034

Re: Instrument of Release, at DB 27165, pg. 197

Dear Mr. Schulz:

It has come to our attention that you have recently recorded an Instrument of Release at Book 27165, Page 197 in the Barnstable Registry of Deeds, intending to convey the interests of the Estate of Mikail Zakin to Robert and Ellen McDermott in the land we have in the past referred to as the McDermott Parcel. This deed of distribution does not comport with the facts as to title and location of the land of the United States of America (USA) and its agreement with the USA abutter, Regan McCarthy, who also abuts McDermott.

The deed of distribution from Zakin to McDermott relies upon and cites the description contained in the McDermott/Zakin deed recorded in Book 3942, Page 113 at the Barnstable Registry of Deeds. The land described in the Instrument of Release claims to abut the land of the USA for the full course of the McDermott/Zakin northern property line (“Northerly by land of the United States Government (Cape Cod National Seashore, henceforth “CCNS”) two hundred sixty – seven feet;”) and to have an easement through this deed (Containing 1.1 acres more or less, together with access to the Town Road known as Higgins Hollow Road.”) Neither of these claims is correct and they abridge the agreements and rights of USA and McCarthy.

As you are aware, the USA is a successor in interest to the land north of the CCNS boundary from which McDermott claims title south of the CCNS boundary. After more than a year of review of our records and the records and communications from both McDermott and McCarthy, the USA agreed with McCarthy’s location of the western property line of her land as the location of the common line. Accordingly, the USA and McCarthy concluded and recorded a boundary line agreement that located the common property line as starting at Point 202 (also marked Point 219 on the attached Plan therein) on the north side of the Proprietor’s Road and running southerly on a bearing of N23° 43 '46"W for a distance of 255.69 feet to the point marked 199. The Boundary Agreement thereby established that McDermott has two northern abutters, the USA (west of point 199) and McCarthy (east of point 199).

The Boundary Agreement further established that the dirt drive that runs from the McDermott parcel to Higgins Hollow Road is located on the McCarthy parcel between the CCNS boundary and the north side of the Proprietor’s Road at point 219/202, the common corner of the lots. This Agreement explicitly recognizes that the Proprietor’s Road is a public way, and McCarthy has a right to use it for access and frontage. In order to protect the vegetation that exists on the public way and to avoid creating another scar on the landscape, the USA granted McCarthy a Utility

Right of Way in 2008 (Permit #1730-08-001) to use that portion of the existing dirt road which crosses federal property to the north of the McCarthy parcel and referred to in the Boundary Agreement as the "Dirt Drive Extension". McCarthy cannot convey an interest to the "Dirt Drive Extension" as it is federally owned.

As you are aware, and as noted in the Boundary Agreement, McCarthy agreed to and did grant to McDermott a perpetual access easement over the existing dirt road on the McCarthy parcel, consistent with and subject to the conditions of the Agreement including the condition that your clients assert no rights inconsistent with the Boundary Agreement (for example, by asserting that the United States' boundary is located to the east of the dirt drive as a basis for asserting other rights against the United States). For reference, I attach the plan depicting the location of the agreed-to boundary, the Dirt Drive Extension, and other features cited, which plan was attached to both the recorded Boundary Agreement and the recorded Grant of Access Easement.

On multiple occasions, the USA has informed you that we have found no evidence that McDermott has any deeded right of access over federal land to Higgins Hollow Road. Most recently, the Department of the Interior Regional Solicitor advised in a letter dated July 18, 2007 and August 10, 2007 to desist from asserting any private claim to ownership of a purported "triangle" over which you claim the dirt drive extension is located. There is no separate parcel of land described as this "triangle". All the land in the Seashore which abuts McCarthy to the north and west is owned by the USA through Tract 17-T3305, as marked in the attachment to Attorney Conte's letter of August 10, 2008. The position of the government has been clear and we will oppose any claim of private ownership over federal interests.

As to the recorded deed 27165/197, a correction should be recorded with respect to access and abutters to comport with the 2007 Boundary Agreement and the access easement conveyed by McCarthy to McDermott. Please provide a copy of the correction to this office, once it is recorded.

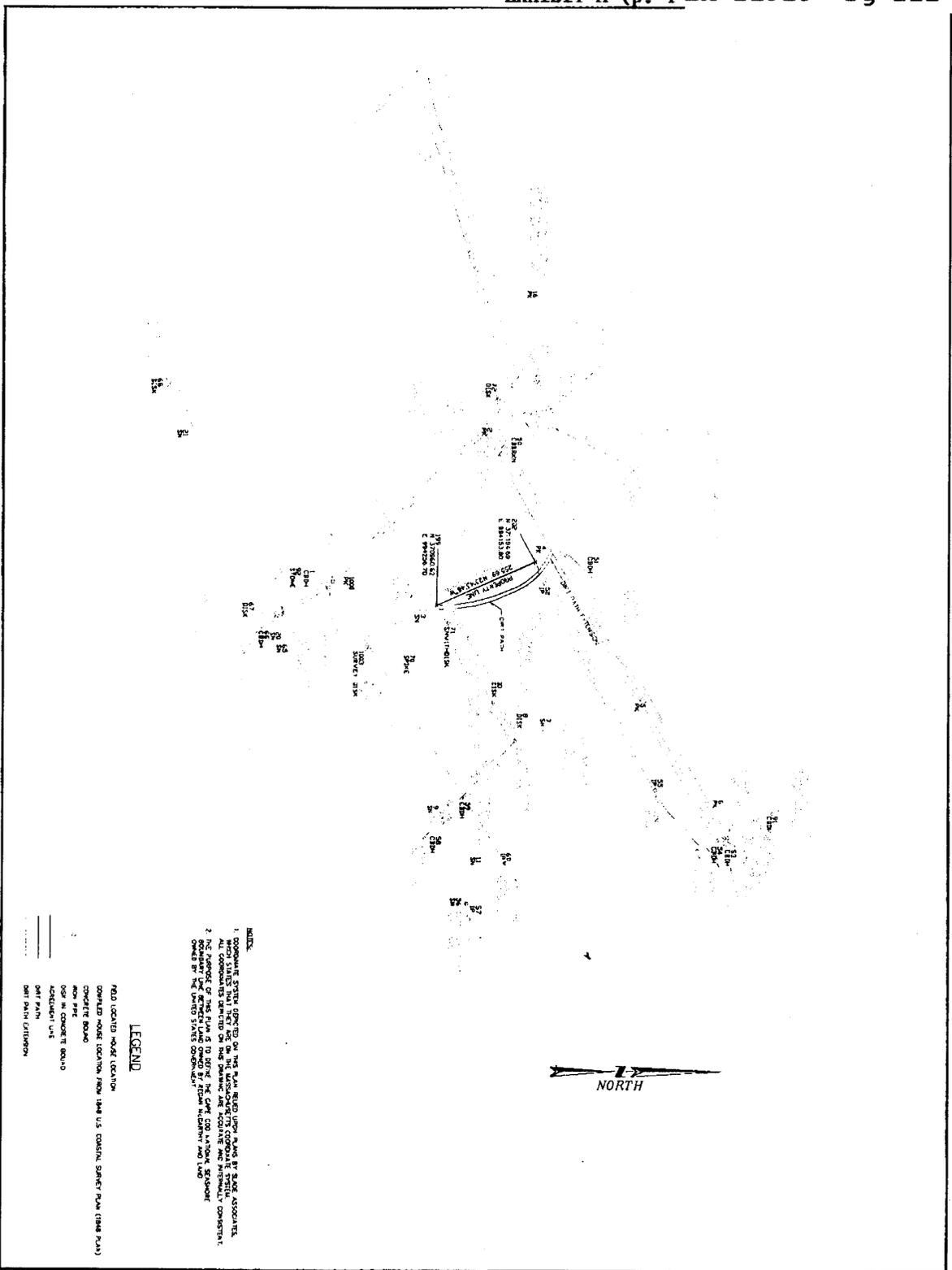
Very Truly Yours,



Andrew Tittler  
Acting Assistant Regional Solicitor

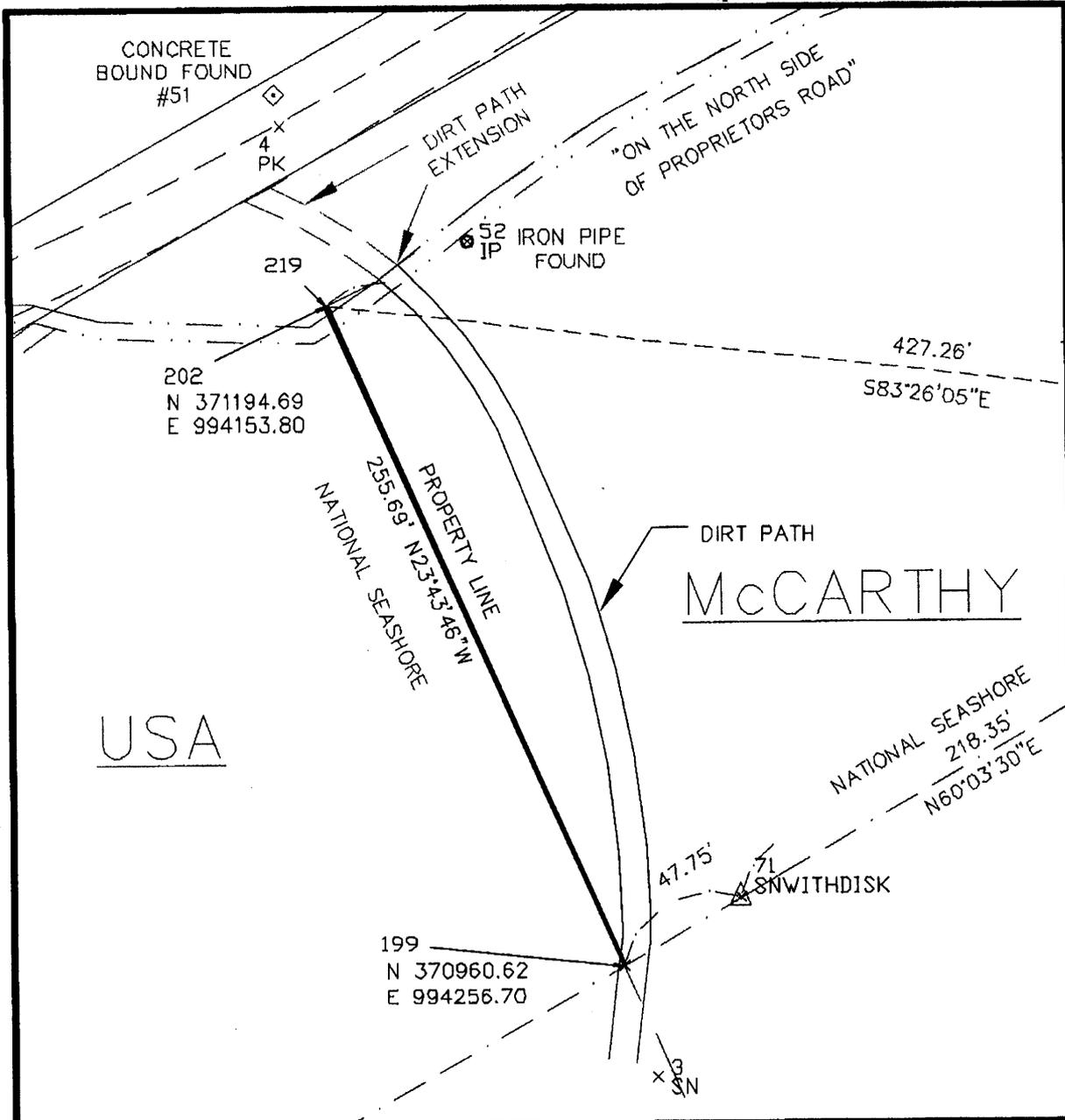
Attachment (1)

Cc: Rachel McManus  
Alan Lipkind, Esq.  
Bruce Sartori, Esq.  
Erik Molitor



<p>COMMON BOUNDARY BETWEEN REGAN MCCARTHY #354 HIGGINS HOLLOW RD. AND USA WITH EXISTING MONUMENTS IN TRURO MASSACHUSETTS (BARNSTABLE COUNTY)</p>	<p>REVISION: NO. DATE DESCRIPTION</p>
<p>DATE: FEBRUARY 1, 2007</p>	<p>SCALE: 1" = 100'</p>
<p>PROJECT NO: 2007-01</p>	<p>DATE: FEBRUARY 1, 2007</p>
<p>PROJECT NO: 2007-01</p>	<p>DATE: FEBRUARY 1, 2007</p>
<p>PROJECT NO: 2007-01</p>	<p>DATE: FEBRUARY 1, 2007</p>

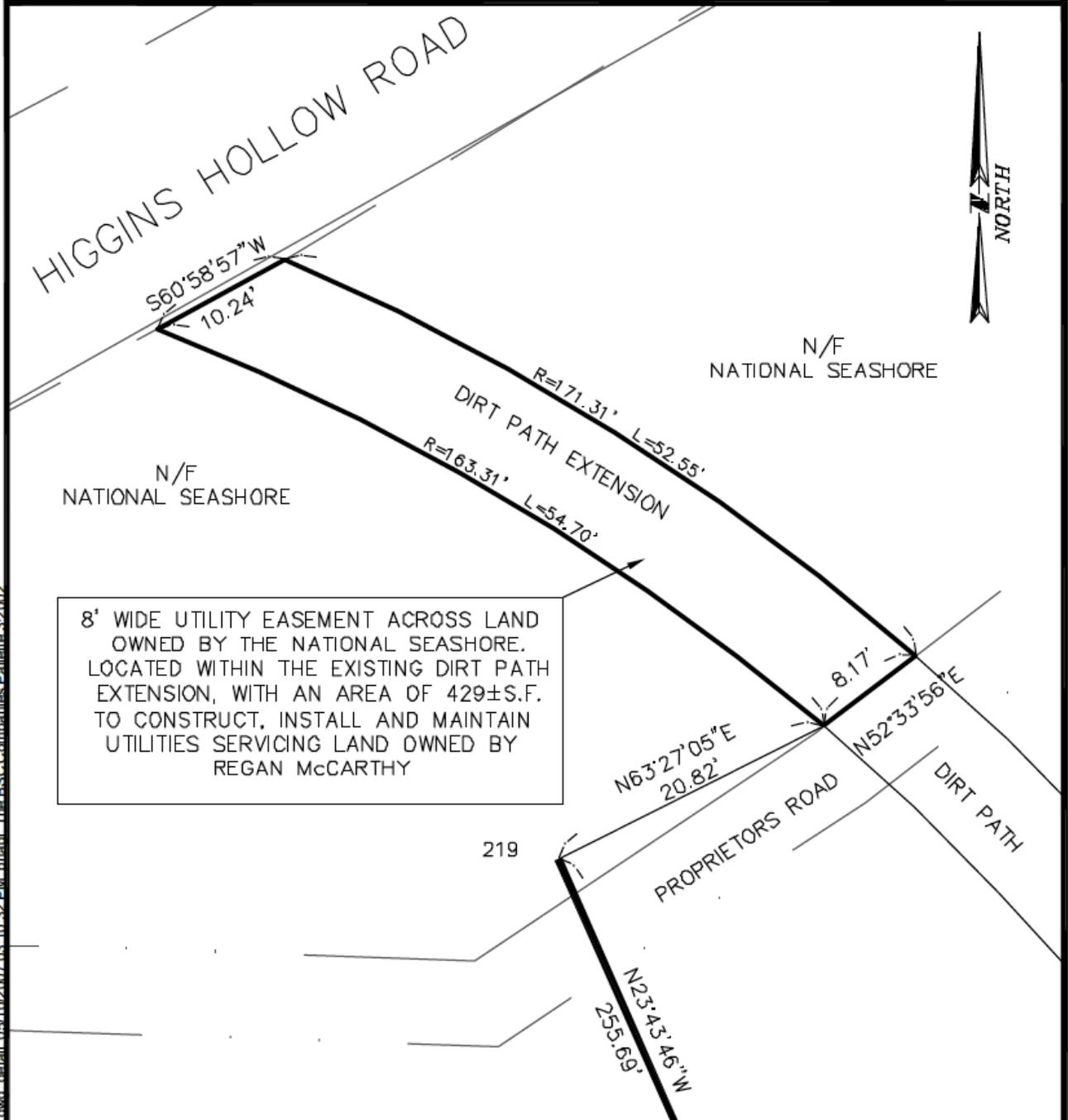
EXHIBIT A (p. 2 of 2)



COMMON BOUNDARY AGREEMENT  
 BETWEEN REGAN MCCARTHY AND USA  
 #35A HIGGINS HOLLOW ROAD  
 WITH EXISTING MONUMENTS  
 TRURO, MASSACHUSETTS  
 (THIS PLAN DEPICTS A PORTION OF THE LAND SHOWN  
 ON A PLAN WITH THE SAME TITLE DATED 2/1/07  
 AND A SCALE OF 1"=100')

THE BSC GROUP, INC  
 349 MAIN STREET WEST YARMOUTH MA.

SCALE: 1"=50'
DATE 2/1/07
BSC# 48839.00
SHEET 1 OF 1



P:\p\48839\00\DWG\USA-McCARTHY3.dwg\_detail\_05/10/2007 08:10:32 PM Lpbaci The BSC Companies Palletta 3/2002

COMMON BOUNDARY AGREEMENT BETWEEN REGAN McCARTHY AND USA #35A HIGGINS HOLLOW ROAD UTILITY EASEMENT DETAIL TRURO, MASSACHUSETTS (THIS PLAN DEPICTS A PORTION OF THE LAND SHOWN ON A PLAN WITH THE SAME TITLE DATED 2/1/07 AND A SCALE OF 1"=100')		THE BSC GROUP, INC 349 MAIN STREET WEST YARMOUTH MA.	
		SCALE: 1"=10'	
		DATE 5/10/07	
		BSC# 48839.00	
		SHEET 2 OF 2	



# Federal Communications Commission

Washington, DC 20554

## ASSIGNMENT AUTHORIZATION

<b>Date</b> 03/05/2021	<b>From:</b> DUNES 102FM LLC
<input checked="" type="checkbox"/> <b>Consent To Assignment</b>	<b>To:</b> GCJH, Inc.
<input type="checkbox"/> Consent To Transfer	

Service	Call sign	Facility ID	File number	Community	Auxiliary Stations
FM	WGTX	68214	0000132327	TRURO,MA	All Currently Authorized Auxiliary Stations

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of all transactions shall be completed within 90 days from the date hereof, and notification thereof shall promptly be furnished to the Commission by the seller or buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such notification, this transaction will be considered completed for all purposes related to the above described station(s).

FCC Form 323 or 323-E, Ownership Report, must be filed within 30 days after consummation, by the licensee /permittee or assignee.

### ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

The assignee is not authorized to construct nor operate said station(s) unless and until the Commission has been notified of consummation.



Date: March 5, 2021  
To: GCJH, Inc.  
Regarding: GCJH, Inc. / /  
BUN: 841273 / / TRURO / Order/Application # 553126

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of GCJH, Inc., the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Oswin Chackochan at 847-273-2941.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle  
Attn: Contract Development Document Execution  
2000 Corporate Drive  
Canonsburg, PA 15317

Questions may be directed to [ContractServices@CrownCastle.com](mailto:ContractServices@CrownCastle.com) or by phone at 1-833-809-8011.

Thank you,

Contract Specialist  
Crown Castle



Customer Site Name: N/A  
Customer Site No.: N/A

Crown Site Name: TRURO  
JDE Business Unit: 841273

**SITE LICENSE AGREEMENT  
(FOR INSTALLATION ON A TOWER SITE)**

This **Site License Agreement** (“SLA”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “**SLA Date**”), by and between GCJH, Incorporated, a Massachusetts corporation (“**Licensee**”), and NCWPCS MPL 24 -Year Sites Tower Holdings LLC, a Delaware limited liability company (“**Licensor**”), with respect to Licensee’s use of certain Licensed Space at the following site (the “**Site**”) in connection with the following order (the “**Order**”):

**Site and Order Identifiers:**  
**Crown Castle BU#:** 841273  
**Licensee Site ID:** N/A  
**Order #:** 553126

**General Terms and Conditions Information:**  
**Version ID:** 2312998  
**Version Date:** February 16, 2021  
**Licensee Approval Date:** TBD

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this SLA as follows:

1. **INCORPORATED AND DEFINED TERMS:** The General Terms and Conditions referenced above (the “**General Terms and Conditions**”), are hereby incorporated herein and made part of this SLA; provided, however, in the event of any inconsistencies between this SLA and the General Terms and Conditions, the terms of this SLA shall control. Unless otherwise clear from the context in which they are used, all capitalized terms used in this SLA shall have the same meanings ascribed to them in the General Terms and Conditions.
2. **EQUIPMENT:** Pursuant and subject to this SLA, Licensor hereby grants a license to Licensee to install, operate and maintain on the Site only the Equipment described in the Order, which Order is incorporated herein by this reference. Such License is subject to the Installation Standards and the Building Rules (if applicable).
3. **LICENSED SPACE:** The Equipment shall be contained only within the Licensed Space, which consists of those certain locations designated for the placement of Equipment on the tower, on the ground, within an existing building, and/or on the rooftop, as described in the Order and, if applicable, as shown in the Site Plan attached hereto as **Exhibit A**. For the avoidance of doubt, the Licensed Space does not include any space located within any non-exclusive easements or any other space that is not designated for the placement of Equipment as described above.
4. **SLA TERM:** The following items shall be used to define the SLA Term of this SLA:
  - (a) “**Term Commencement Date**”: Upon full execution of this SLA
  - (b) Duration of Initial SLA Term: 10 years
  - (c) Number of Renewal SLA Terms: 2
  - (d) Duration of Renewal SLA Terms: 5 years
  - (e) Required minimum number of days written notice not to renew: 180 days prior to Current Term Expiration Date.

TT: E 1833970  
Prepared by: R. Benson  
Prepared on: 3/5/2021  
Revised on:  
CROWN CASTLE STANDARD SIMPLIFIED SLA

App Rev #: 4  
LRF Rev #: 3  
MLA #: 2312998



Customer Site Name: N/A  
Customer Site No.: N/A

Crown Site Name: TRURO  
JDE Business Unit: 841273

## 5. BASIC PAYMENT:

- (a) “**Basic Payment Commencement Date**”: The date that is sixty (60) days after the commencement of the installation of Licensee’s Equipment at the Site
- (b) Basic Payment: Three Thousand and 00/100 Dollars (\$3,000.00) per month
- (c) Recurring Escalation: 3% per year, beginning on January 1, 2023
- (d) Payee: CCATT LLC
- (e) Payee Address: PO Box 732462, Dallas, Texas 75373-2462
- (f) Licensee shall include the Crown Castle BU# 841273 on or with each payment of the Basic Payment.

## 6. OTHER PAYMENTS:

- (a) Up-Front Co-Location Fee: \$5,500.00, which amount covers each cost indicated by an “X” in the applicable checkbox below:

- Crown Castle’s submittal or evaluation of the Order
- Performance of a Structural Analysis
- Crown Castle’s inspection of Work not performed by Crown Castle

- (b) INTENTIONALLY OMITTED.

## 7. NOTICE ADDRESSES:

<u>Licensee’s Address for Notices:</u>	<u>Licensor’s Address for Notices:</u>
GCJH, Incorporated 44 Bearfoot Road Suite 325 Northborough, MA 01532 Telephone: (508) 275-7632	Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attention: Legal Department Telephone: (724) 416-2000

- 8. **PRIME LEASE OR DEED:** A redacted copy of the Prime Lease or Deed is available to Licensee upon request or through Licensor’s online database. Licensee acknowledges that, in accordance with the General Terms and Conditions, Licensee is obligated to access and review said Prime Lease or Deed prior to accessing or installing any Equipment on the Site.

## 9. ADDITIONAL PROVISIONS (IF APPLICABLE):

**A. Acknowledgement of Use of Ground Space Not Controlled by Licensor.** Licensee acknowledges that it intends to install, operate and maintain its ground-based equipment (i.e., Licensee’s radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other ground-based personal property) on certain real property that is (a) not owned, leased or otherwise controlled by Licensor and (b) located adjacent/near to the Site. Notwithstanding anything to the contrary herein, nothing herein shall be interpreted to grant a license to Licensee to install, operate or maintain any Equipment on the ground at the Site, except for utility lines, wires, cables, pipes, lines, or any other means of providing utility service to Licensee’s tower-mounted Equipment.

**B. Management Agreement, Manager.** Pursuant to a certain Management Agreement dated as of December 16, 2013 (the “**Management Agreement**”) by and among Licensor, CCATT LLC, a Delaware limited liability company (“**Manager**”), and certain of their affiliates, Manager was (i) appointed as Licensor’s exclusive operator with respect to the management, administration and operation of certain “Managed Sites” (as defined in the

TT: E 1833970

Prepared by: R. Benson

Prepared on: 3/5/2021

Revised on:

CROWN CASTLE STANDARD SIMPLIFIED SLA

App Rev #: 4

LRF Rev #: 3

MLA #: 2312998



**Customer Site Name:** N/A  
**Customer Site No.:** N/A

**Crown Site Name:** TRURO  
**JDE Business Unit:** 841273

Management Agreement), including the Site, (ii) granted a limited power of attorney to review, negotiate and execute customer collocation agreements, such as this SLA, and (iii) authorized to receive all of the revenue generated by the Site, including all revenue due under this SLA. Notwithstanding anything to the contrary herein, Licensor and Licensee acknowledge and agree that, pursuant to the Management Agreement: (a) Manager is authorized to act as Licensor's exclusive operator and contract administrator for the Site; (b) Manager will perform all of Licensor's duties and obligations under this SLA; (c) Manager has been granted a power of attorney to execute this SLA on Licensor's behalf; (d) Manager is authorized to receive all payments due under this SLA; and (e) Licensee shall direct to Manager all payments, fees, applications, approvals, permits, notices and any other documentation required hereunder or otherwise relating to Licensee's co-location at the Site.

[Signatures to immediately follow.]

TT: E 1833970  
Prepared by: R. Benson  
Prepared on: 3/5/2021  
Revised on:  
CROWN CASTLE STANDARD SIMPLIFIED SLA

App Rev #: 4  
LRF Rev #: 3  
MLA #: 2312998



Customer Site Name: N/A  
Customer Site No.: N/A

Crown Site Name: TRURO  
JDE Business Unit: 841273

IN WITNESS WHEREOF, the parties have made and executed this SLA on the SLA Date set forth above.

**LICENSOR:**

NCWPCS MPL 24 -Year Sites Tower Holdings LLC,  
a Delaware limited liability company  
By: CCATT LLC, Its Attorney-In-Fact

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE:**

GCJH, Incorporated,  
a Massachusetts corporation

By: \_\_\_\_\_

Name: Gary Hanna

Title: President

TT: E 1833970  
Prepared by: R. Benson  
Prepared on: 3/5/2021  
Revised on:  
CROWN CASTLE STANDARD SIMPLIFIED SLA

App Rev #: 4  
LRF Rev #: 3  
MLA #: 2312998



**GENERAL TERMS AND CONDITIONS**  
(for Co-Location on Tower Sites and/or Rooftop Sites)

**Version ID: 2312998**  
**Version Date: February 16, 2021**

These General Terms and Conditions (these “**General Terms and Conditions**”) are incorporated into and made a part of any Site License Agreement that specifically refers to and incorporates these General Terms and Conditions. Unless otherwise noted, as used in these General Terms and Conditions, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”.

**1. DEFINITIONS**

The following terms as used in these General Terms and Conditions are defined as follows:

“**Basic Payment**” means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.

“**Basic Payment Commencement Date**” shall have the meaning ascribed to it in the SLA.

“**Building**” means the building or structure on which the Site (or a portion thereof) is located, if applicable.

“**Building Rules**” means, if any, the rules and regulations issued by the owner of the Building, if applicable.

“**Building Use Fees**” means, with respect to any Building, any fees (other than recurring licensee fees, rents or revenue sharing payments payable by Licensor to the Landlord) imposed by the Landlord or any Government Entity with respect to Licensee’s installation and operation of Equipment on, or Licensee’s access to and use of, the Building, the Site and the Licensed Premises (e.g., afterhours access fees, government inspection fees, etc.).

“**Closeout Documentation**” means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

“**Crown Castle**” means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.4 below.

“**Deed**” means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

“**Equipment**” means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

“**Event of Default**” means any material breach of the SLA or these General Terms and Conditions for which no cure period applies, or any other breach of the SLA or these General Terms and Conditions that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

“**FAA**” means the Federal Aviation Administration.

“**FCC**” means the Federal Communications Commission.

“**Government Entity**” means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“**Grantor**” means the grantor named in the Deed, if applicable.

“**Initial SLA Term**” means the initial term of the SLA that commences on the Term Commencement Date and continues for the duration specified in the SLA.

“**Installation Standards**” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.1 below.

“**Intermodulation Study**” means a study to determine whether an RF interference problem may arise.

“**Landlord**” means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

“**Laws**” means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

“**Licensed Equipment**” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“**Licensed Space**” means that portion of the Site that is licensed to Licensee hereunder, which may include space at an elevation on the tower or Building used by other licensees.

“**Licensee**” means the party named as “Licensee” in the SLA and its successors-in-interest.

“**Licensor**” means the party named as “Licensor” in the SLA and its successors-in-interest.

“**Modification**” means (a) any addition of equipment outside the boundaries of any permitted equipment pads on the ground or rooftop, (b) any addition of antennas or antenna structures on the ground, or on any rooftop or equipment pad, (c) any use of space on the ground, tower or rooftop outside of the Licensed Space, except as otherwise expressly permitted in the SLA, (d) any change to the shape or location of the Licensed Space on the ground, tower or rooftop, as applicable, (e) the addition of generators or generator fuel tanks in any location, (f) any addition, modification, or replacement of equipment on the tower



or rooftop other than as may be specified in the SLA, (g) any change to the frequency ranges specified in the SLA or the use of any frequency outside of the frequency ranges specified in the SLA, or (h) any use of power in excess of the power level specified in the SLA. Notwithstanding the foregoing, the replacement of any of Licensee's equipment (if any) on the tower or rooftop with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not by itself constitute a "Modification", provided that such replacement does not negatively affect the tower's or rooftop's loading capacity, as determined by Licensor.

"NTP" means a written notice to proceed.

"Order" means the order form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment or the Licensed Space. The approved Order for Licensee's initial permitted Equipment at the Site is referred to in the SLA.

"Pre-Existing Use" means any installation or modified use of Licensor's or another user's equipment prior to the installation or modified use of Licensee's Equipment.

"Prime Lease" means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

"Prior Agreement" means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to both the Site and the subject matter described in the SLA.

"Renewal SLA Term" means each renewal term of the SLA that commences upon the expiration of the immediately preceding term and continues for the duration specified in the SLA.

"RF" means radio frequency.

"Services Agreement" means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

"Site" means the property referred to in the SLA, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

"Site Plan" means the site plan or site sketch attached to the SLA.

"SLA" means the Site License Agreement into which these General Terms and Conditions are incorporated by reference.

"SLA Term" means the term of the SLA, inclusive of the Initial SLA Term and the Renewal SLA Term(s).

"Structural Analysis" means an engineering analysis performed to determine whether the physical and structural capacity of the tower or rooftop are sufficient to accommodate the proposed tower-mounted or rooftop-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

"Subsequent Use" means any installation or modified use of Licensor's or another user's equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

"Term Commencement Date" shall have the meaning ascribed to it in the SLA.

"Unlicensed Equipment" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

"Up-Front Co-Location Fee" means, with respect to Licensee's initial installation on the Site, the fee payable by Licensee to Licensor in the amount specified in the SLA to defray Licensor's costs associated with those certain items covered by the Up-Front Co-Location Fee as set forth in the SLA, which covered items may include any or all of the following: (a) Crown Castle's submittal or evaluation of the Order, (b) the performance of a Structural Analysis with respect to Licensee's proposed tower-mounted or rooftop-mounted Equipment described in the Order, and/or (c) Crown Castle's inspection of any Work not performed by Crown Castle, if applicable, in relation to the Order. For the avoidance of doubt, the Up-Front Co-Location Fee does not cover the cost of any structural or Site modifications that may be required to accommodate Licensee's Equipment on the Site, or any expenses related to any Modification to Licensee's Equipment or Licensed Space.

"Work" means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.4 below.

## **2. LICENSE, EQUIPMENT, LICENSED SPACE, MODIFICATIONS, NOTICE TO PROCEED, ACCEPTANCE OF SITE**

2.1 **License to Install, Operate and Maintain the Equipment.** Pursuant and subject to the SLA and these General Terms and Conditions, Licensor grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Order referenced in the SLA and as shown in the Site Plan attached to the SLA. Such license is restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in the Order and the Site Plan; provided, however, installation of the Equipment is subject to the Installation Standards, changes in applicable wind codes, and, with respect to any tower-mounted Equipment that is not installed within one hundred eighty (180) days following commencement of installation of the Equipment on the Site, submission of a new Order by Licensee and available capacity as determined by Licensor. If the SLA is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site.

2.2 **Application for Modifications.** Licensee shall apply to make a Modification by submitting an Order therefor to Licensor. Following its receipt of such Order and prior to the parties' execution of an amendment for the subject Modification, Licensor



will determine and inform Licensee if there are any required studies or processing fees for which Licensee would be responsible in connection with such Order and/or the proposed Modification. Any approved Modification shall be evidenced by an amendment to the SLA, and the subject Order shall be incorporated into said amendment. Any Modification, or change in Licensee's use of the Licensed Space, as approved in the SLA, may entitle Licensor to additional compensation. Licensor is not obligated to approve Orders for Modifications.

**2.3 NTP Required for Installation of Equipment or Modification.** With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until (a) an NTP pertaining to such installation or Modification has been issued by Licensor, subject to and in accordance with Licensor's NTP process, which NTP process may require satisfaction of one or more conditions precedent prior to NTP issuance (e.g., Licensee's payment of the subject Up-Front Co-Location Fee specified in the SLA), and (b) such NTP has been fully-executed in accordance with Licensor's NTP process. With respect to Licensee's initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of the SLA, either party shall have the right to terminate the SLA upon written notice to the other party; provided, however, the foregoing right to terminate the SLA shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

**2.4 Performance of Work.** Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, such Work shall be performed upon terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall only engage a contractor approved by Crown Castle to perform the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of the SLA and these General Terms and Conditions.

**2.5 Closeout Documentation.** In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.4 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work.

**2.6 Licensor's Remedies for Undocumented Installation or Modification.** In the event that Licensee breaches the SLA or

these General Terms and Conditions by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of the SLA or these General Terms and Conditions: (a) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus any costs incurred to assess the impact of the unauthorized installation or Modification; (b) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (c) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification.

**2.7 Acceptance of Licensed Space and Site.** By executing and delivering the SLA, Licensee: (a) accepts the Licensed Space, Site and Building (if any), including any improvements located thereon, in their "AS IS, WHERE IS" condition, and as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; and (b) waives any claims against Licensor related to defects in the Licensed Space, Site or Building (if any), including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

### **3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES, EMERGENCY SITUATIONS**

**3.1 Access to Site.** Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site (where and to the extent available), and a non-exclusive license to access Licensor's utility easement, if any, on a 24 hour per day, 7 day per week basis, for the purposes of maintaining, operating and repairing the Equipment (but not for the purpose of making any unauthorized Modification), together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensee acknowledges that the foregoing access rights are subject to any restrictions identified in the underlying real estate interests related to the Site, including, but not limited to, any restrictions identified in the Prime Lease or Building Rules (if any) and subject to and limited by the terms of any underlying easement held by Licensor. Licensor gives no guarantee to Licensee regarding Licensee's ability to enter or exit the Site when weather conditions, road conditions, and any other element outside Licensor's control might affect Licensee's ability to enter the Site.

**3.2 Authorized Persons; Safety of Personnel.** Licensee's right of access shall be limited to authorized employees, contractors or subcontractors of Licensee, FCC inspectors or persons under their direct supervision. Licensee shall not allow any person to enter upon or climb on a tower (if any) on a Site for or on behalf of Licensee without ensuring that such person works for a contractor approved by Licensor and is using appropriate fall prevention protection. In furtherance of and not in limitation of the foregoing, any contractor of Licensee ascending or descending a tower shall be properly trained and securely attached to the tower by means of an OSHA-approved device and shall comply with OSHA regulations. Notwithstanding the foregoing, in no event shall Licensee allow any person to climb a tower (if any) for or on behalf of Licensee if the SLA does not permit Licensee to install equipment on the tower. The foregoing limitations on Site access are material terms of the SLA and these General Terms and Conditions.

**3.3 Notice to Licensor.** Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations



Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person. If Licensor's Network Operations Center informs Licensee of an existing condition that must be eliminated before Licensee may access the Site or tower, then Licensee may not access the Site or tower, as the case may be, unless and until such condition is eliminated and Licensee is subsequently informed of same.

**3.4 Licensee's Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment specified in the Order to which the SLA applies and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified in the Order, at the power levels specified in the Order. Licensee shall comply with all permits, directives, Laws, the Installation Standards and the Building Rules (if any).

**3.5 Permits, Authorizations and Licenses.** Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

**3.6 Zoning Approval.** At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (a) require that it be named as co-applicant on any such zoning application or amendment or (b) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site, Building or property on which the Site is located, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

**3.7 Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable and Licensor is providing electricity to Licensee, Licensee shall pay a share of Licensor's electricity costs as reasonably allocated by Licensor. Except as may be otherwise agreed to by Licensor in a separate active written agreement, Licensor shall not be responsible or liable for any disruption or unavailability of any utility at the Site.

**3.8 Emergency Situations.** If Landlord or Licensor determines that an emergency situation exists whereby the continued operation of Licensee's Equipment shall cause substantial risk to human health or property damage as determined by Landlord or Licensor in its sole judgment, then Licensee shall promptly be notified verbally, and Licensee shall act diligently and expeditiously to remedy the emergency situation. Should Licensee fail to so

remedy the emergency situation or should Landlord or Licensor reasonably determine that the response time by Licensee is not adequate given the nature of the emergency, then Landlord or Licensor may shut down the Equipment for only so long as it takes to rectify the emergency and Licensee shall have no recourse against Landlord or Licensor as a result of such action.

#### **4. SLA TERM**

**4.1 Initial SLA Term.** The Initial SLA Term shall commence on the Term Commencement Date set forth in the SLA and continue for the duration set forth in the SLA.

**4.2 Automatic Term Renewal.** Following the Initial SLA Term, the SLA Term shall automatically extend for the number and duration of Renewal SLA Terms set forth in the SLA, unless Licensee provides Licensor with the required advance written notice of its election not to renew the SLA Term as set forth in the SLA

**4.3 SLA Term Subject to Prime Lease.** Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of the SLA, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the SLA Term shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

#### **5. CONSIDERATION, ASSESSMENTS**

**5.1 Basic Payment.** Licensee shall pay to Licensor the monthly Basic Payment specified in the SLA, subject to adjustment in accordance with Section 5.2 below (the "**Basic Payment**"), for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Basic Payment Commencement Date, and on the first day of each month thereafter continuing for the SLA Term, subject to extensions as provided for herein. Payments shall be made by check to the payee and address set forth in the SLA. Payments for any partial month shall be prorated.

**5.2 Adjustments to Basic Payment.** The Basic Payment shall be increased on the first escalation date identified in the SLA and every anniversary of such date thereafter by the percentage amount identified in the SLA. Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.

**5.3 Taxes, Fees and Assessments, Building Use Fees.** Licensee shall pay directly to the applicable Government Entity, or to Licensor if Licensor is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of these General Terms and Conditions or Licensee's use of the Site or the Licensed Space. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt. With respect to Sites located on Buildings, Licensee shall also be solely responsible for any Building Use Fees and shall pay all Building Use Fees if and when due.



## **6. INTERFERENCE**

**6.1 Interference to Licensee's Licensed Operations.** Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (a) Licensee shall notify Licensor in writing of such RF interference, (b) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (c) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

**6.2 Interference by Licensee.** Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

**6.3 Interference to Licensee's Unlicensed Operations.** Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit an Order to request relocation of such Equipment to another location at the Site. Licensor shall approve the Order if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Order for said relocation is approved by Licensor, all other terms of the SLA and these General Terms and Conditions shall continue to apply to such Unlicensed Equipment as relocated and the SLA shall be amended to reflect such relocation.

**6.4 Interference to Building Users.** If the Site is located on a Building, (a) the operation of Licensee's Equipment shall not interfere with the maintenance or operation of the Building, including, but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system servicing the Building and/or its occupants; (b) Licensee shall not allow any excessive or objectionable levels of noise to be generated by its Equipment during normal operations; and (c) Licensee shall indemnify and hold Landlord and Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from interference caused by Licensee to Landlord or its tenants in the Building.

## **7. LICENSOR'S RIGHT TO CHANGE LOCATION OF EQUIPMENT**

Licensor shall have the right, at Licensor's sole cost and expense, to change the location of the Equipment on the Site (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when completed, materially alter the signal pattern of the Equipment existing at the Site prior to the change; provided, however, in the event that any such relocation is required upon the demand of Landlord and pursuant to the terms of the Prime Lease, then the terms of the Prime Lease shall apply with respect thereto (including, without limitation, any notice provisions set forth in the Prime Lease), and such relocation shall be performed at Licensee's sole expense. Licensee agrees to reasonably cooperate with Licensor to facilitate any relocation pursuant to this Section 7, and any such relocation shall be performed with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to the SLA.

## **8. RF EXPOSURE**

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

## **9. LIENS**

Licensee shall keep the Licensed Space, the Site, the Building (if any) and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

## **10. INDEMNIFICATION**

Licensee shall indemnify, defend and hold Licensor, and Licensor's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of (a) Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site, (b) the use of any hazardous materials on the Site by Licensee or persons acting under Licensee, or (c) the existence of any hazardous materials on the Site caused by Licensee or persons acting under Licensee.



## 11. INSURANCE

11.1 **General.** Licensee shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of Sites. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Licensor, Licensor's manager (as applicable), and Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the subject Site is located.

11.2 **Minimum Limits.** At a minimum, Licensee shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

- (a) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;
- (b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000, plus umbrella liability insurance of \$5,000,000;
- (c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; and
- (d) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site.

Licensee must ensure that all independent contractors accessing Sites for or on behalf of Licensee maintain insurance as separately specified by Licensor.

11.3 **Increases to and Application of Limits.** Licensor reserves the right, no more than once every five (5) years, to require reasonable increases in the commercial general liability limits and umbrella liability limits identified above, which increases shall be reflective of then-current industry exposures. Licensor shall exercise such right by providing written notice thereof to Licensee, in which event Licensee shall become compliant within thirty (30) days after receipt of written notice of the subject increases to such limits. If Licensee maintains insurance with limits higher than the minimum limits required by this Section 11, then such higher limits shall apply as to comply with the limits required by this Section 11. The insurance requirements in these General Terms and Conditions shall not be construed to limit or otherwise affect the liability of Licensee.

11.4 **Policies and Certificates.** All policies required to be provided pursuant to this Section 11 shall contain a waiver of subrogation in favor of Licensor, Landlord (as applicable) and Licensor's manager (as applicable). Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon

execution of the SLA and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Licensor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

## 12. CASUALTY, CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, and the Site is not repaired or restored within ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, or within one hundred and eighty (180) days from date of destruction, if the Site is destroyed, and the damage or destruction effectively precludes Licensee's use of the Site as authorized under the applicable SLA, then either party may, at its option, terminate the SLA without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedies shall be (a) abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted and (b) the aforementioned contingent right to terminate the SLA. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by force majeure, acts of God or acts or omissions of third parties. In no event shall the discontinuance or disruption of any utility to the Site be deemed to be a casualty for the purposes of the SLA.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state Law.

## 13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

13.1 **Events of Default.** Each of the following shall constitute an Event of Default hereunder: (a) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (b) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.4 above; (c) Licensee's breach of these General Terms and Conditions by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.6 above; (d) Licensee's violation of the Site or tower access limitations in Section 3 above; (e) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (f) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure.

13.2 **Remedies.** In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current SLA Term, and



Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate the SLA as set forth in Section 19.3 below. All delinquent amounts shall bear interest at the lesser of one and one-half percent (1 ½%) per month, or the maximum amount permitted by law.

**13.3 Waiver of Consequential Damages.** Except as otherwise provided in Section 2.6 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

#### **14. USE OF HAZARDOUS CHEMICALS**

Licensor must inform Licensor (in the Order attached to the SLA or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

#### **15. GOVERNING LAW**

The SLA inclusive of these General Terms and Conditions shall be governed by the laws of the State of New York without regard to its choice of law principles.

#### **16. ASSIGNMENT, SUBLEASE, SHARING**

The SLA inclusive of these General Terms and Conditions may not be sold, assigned or transferred in whole by Licensee without the prior written approval or consent of Licensor, which consent may not be unreasonably withheld. The SLA inclusive of these General Terms and Conditions may not be sold, assigned or transferred in part by Licensee without the prior written approval or consent of Licensor, which consent may be withheld in Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Notwithstanding the foregoing, Licensee shall have the right to assign in whole its interest under the SLA without the consent of Licensor, upon ninety (90) days prior written notice to Licensor, to Licensee's parent, to any of its wholly-owned subsidiaries, to any entity that controls, is controlled by or under common control with Licensee, or to any entity that owns or acquires all or substantially all of Licensee's assets or shares of ownership. Licensee shall not sublease or license its interest in the SLA, in whole or in part, either directly or through subsidiaries or affiliated entities. Licensee shall not share the use of its Equipment with any third party.

#### **17. NOTICES**

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) hand delivery or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the notice addresses set forth in the SLA. Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

#### **18. PRIME LEASE OR DEED**

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed for the Site, a redacted copy of which is available to Licensee upon request or through Licensor's online database. Notwithstanding anything to the contrary herein, if a Prime Lease applies to the Site and approval from or payment to Landlord is required under the Prime Lease, the effectiveness of the SLA (or amendment to the SLA, if applicable), shall be specifically subject to obtaining such approval, or making such payment or both. Licensee is obligated to access and review said Prime Lease or Deed prior to accessing or installing any Equipment on the Site, and Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site. If the Site is located on a Building, Landlord may require that a rooftop antenna stealthing or screening system be installed to conceal Licensee's Equipment, in which event such rooftop antenna stealthing or screening system, if applicable, will be installed at Licensee's sole cost and expense and shall become a fixture of the Building and shall be deemed personal property of Landlord.

#### **19. TERMINATION**

**19.1 Withdrawal or Termination of Site Zoning Approval or Permit.** In the event that any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, the SLA shall terminate effective as of the termination of such Site zoning approval or permit.

**19.2 Termination of Prime Lease.** If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, the SLA shall terminate effective as of the termination of the Prime Lease.

**19.3 Termination in the Event of Default.** In the Event of Default by either party (the "defaulting party"), the other party (the "non-defaulting party") may terminate the SLA by providing written notice of such termination to the defaulting party. Such written notice shall describe (a) the Event of Default, and (b) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party's failure to cure such breach within the stipulated cure period. The non-defaulting party's right to terminate the SLA pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under these General Terms and Conditions.

#### **20. NO WAIVER**

No provision of the SLA or these General Terms and Conditions will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

#### **21. NON-DISCLOSURE**

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of the SLA or these General Terms and Conditions or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of the SLA or these General Terms and Conditions to any of its affiliated entities, and Licensor may disclose the terms of the SLA or these General Terms and Conditions (or relevant portions thereof) to (a) Landlord, if a Prime Lease applies to the Site, (b) the manager of the Building (if applicable), (c) any of Licensor's lenders or creditors, or (d) third parties that are existing or potential lessees or licensees of space at



the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

## **22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT**

22.1 **Defined Terms.** The following terms as used in this Section 22 are defined as follows:

**"Acquiring Party"** means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

**"Conveyance"** includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

**"Lender"** means any and all lenders, creditors, indenture trustees and similar parties.

**"Security Instrument"** means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

22.2 **Subordination.** Subject to Section 22.3, the SLA and Licensee's rights under the SLA are and will be subject and subordinate in all respects to: (a) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (b) any and all advances to be made thereunder; and (c) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of the SLA.

22.3 **Non-Disturbance.** The subordination described in Section 22.2 is conditioned upon the agreement by Lender that, so long as the SLA is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of the SLA shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.4 **Liability of Parties.** Licensee and Licensor agree (a) that any Conveyance shall be made subject to the SLA and the rights of Licensee hereunder and (b) that the parties shall be bound to one another and have the same remedies against one another for any breach of the SLA or these General Terms and Conditions as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose,

provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating the SLA.

22.5 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (a) Licensee shall not seek to terminate the SLA and shall remain bound under the SLA, provided that Licensee does not waive any rights that it may have hereunder to terminate the SLA, in accordance with its terms and these General Terms and Conditions, and (b) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the SLA Term and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

## **23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT, REMAINING EQUIPMENT FEE**

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of the SLA. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of the SLA, then:

- (a) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (b) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
  - (i) Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site after the expiration or termination of the SLA,
  - (ii) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of the SLA, and
  - (iii) Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and
- (c) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:



- (i) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
- (ii) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under the SLA, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
- (iii) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

**24. PRIOR AGREEMENT SUPERSEDED**

The parties hereby agree that the SLA shall be deemed to have revoked and superseded any Prior Agreement as of the SLA Date (as such term is defined in the SLA), and the terms of the SLA inclusive of these General Terms and Conditions (together with

applicable Laws) shall govern with respect to all matters under the SLA occurring on or after said date.

**25. COMPLIANCE WITH LAWS**

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. Licensor assumes no responsibility for compliance with any Laws applicable to Landlord, Licensee or any other user of the Site other than Licensor. All installations and operations by Licensee in connection with the SLA shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

**26. COUNTERPARTS AND ELECTRONIC SIGNATURE**

The SLA may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of the SLA shall legally bind the parties to the same extent as original documents.



**Customer Site Name:** N/A  
**Customer Site No.:** N/A

**Crown Site Name:** TRURO  
**JDE Business Unit:** 841273

**EXHIBIT A**  
**to Site License Agreement**

SITE PLAN

See Attached

TT: E 1833970  
Prepared by: R. Benson  
Prepared on: 3/5/2021  
Revised on:  
CROWN CASTLE STANDARD SIMPLIFIED SLA

App Rev #: 4  
LRF Rev #: 3  
MLA #: 2312998



CROWN REGION ADDRESS  
USA

NO.	DATE	DESCRIPTION
1	01/05/14	UPDATED PER WORK ORDER # 749797
2	20/01/15	AS-BUILT INFORMATION ADDED PER WORK ORDER # 88993
3	18/11/15	AS-BUILT INFORMATION ADDED PER WORK ORDER # 114497
4	23/02/16	UPDATED PER WORK ORDER 1198199
5	10/03/16	UPDATED PER WORK ORDER 1207390
6	25/07/17	UPDATED PER WORK ORDER 1348656
7	20/06/17	UPDATED PER WORK ORDER 1417544
8	07/11/17	UPDATED PER WORK ORDER 1487232
9	13/03/20	UPDATED PER CAD STANDARDS
AE		GENERAL SITE CONFIGURATION CONFIRMED PER GOOGLE EARTH

DRAWN BY: MMM  
CHECKED BY:  
DRAWING DATE: 25/04/14

SITE NUMBER:

SITE NAME:

TRURO:

BUSINESS UNIT NUMBER:

841273

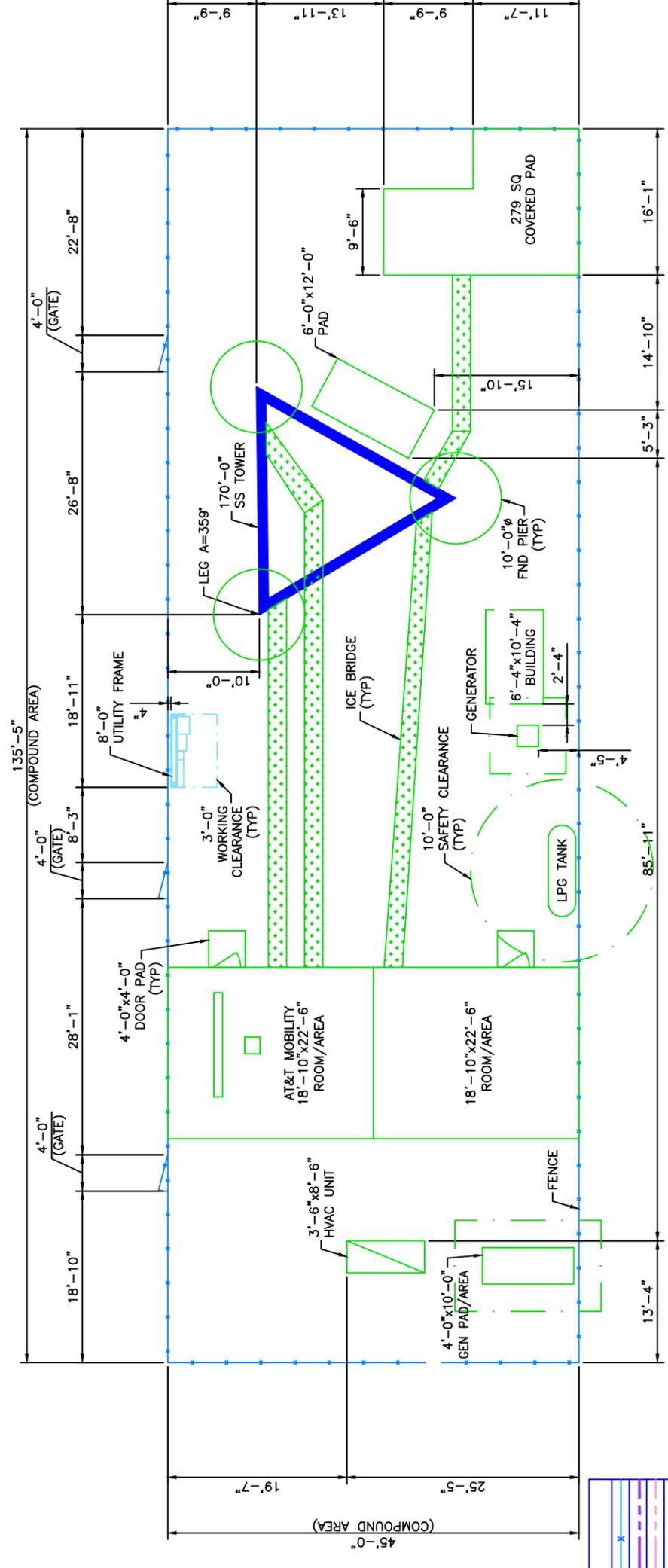
SITE ADDRESS:

344 ROUTE 6  
NORTH TRURO, MA 02652  
BARNSTABLE COUNTY  
USA

SHEET TITLE:

**SITE PLAN**

SHEET NUMBER:



LEGEND	
COMPUND FENCE	---
CROWN AREA	---
CUSTOMER AREA	---
NONCOMPOUND FENCE	---
PARENT PARCEL	---
PROPERTY LINES	---
PROPOSED	---
ROADWAY / PATHWAY	---
STRUCTURES	---
REVISION NUMBER	---
HVAC	---
CABLE TRAY	---
ICE BRIDGE	---
PLATFORM	---

DRAWING NOTES

THESE DRAWINGS ARE FOR REFERENCE ONLY, NOT FOR CONSTRUCTION OR DESIGN.

AREA USAGE	0 SQ FT
CROWN LEASE AREA	6093 SQ FT
COMPOUND AREA	6093 SQ FT

## Certificate Of Completion

Envelope Id: C56ABCF355FE4A41997208653AB3B496	Status: Sent
Subject: BU-841273_PLIC-752706_App-553126_East_TRURO_GCJH, Inc.	
License: 752706	
BusinessUnit: 841273	
Area: ETA	
District: NE	
ApplicationId: 553126	
Source Envelope:	
Document Pages: 16	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	
	Envelope Originator: Cheney Mitchell at Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Cheney.Mitchell@crowncastle.com IP Address: 64.213.130.241

## Record Tracking

Status: Original 3/5/2021 6:57:57 PM	Holder: Cheney Mitchell at Crown Castle Cheney.Mitchell@crowncastle.com	Location: DocuSign
---	--	--------------------

## Signer Events

Signer Events	Signature	Timestamp
Taylor Whipkey Taylor.Whipkey@crowncastle.com Security Level: .Email ID: ea5cd6b2-fe62-417f-a0e9-743895fd1f9d 3/5/2021 7:04:12 PM	<b>Completed</b>  Using IP Address: 162.220.42.50	Sent: 3/5/2021 7:03:05 PM Viewed: 3/5/2021 7:04:26 PM Signed: 3/5/2021 7:07:05 PM

### Electronic Record and Signature Disclosure:

Accepted: 3/5/2021 7:04:26 PM  
ID: 3fe2e607-1637-4de1-99a1-cd3338bf85ff

Gary C. Hanna gary.hanna@x1023.fm Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 71.174.250.124	Sent: 3/5/2021 7:12:08 PM Viewed: 3/5/2021 7:12:58 PM Signed: 3/5/2021 7:13:11 PM
---	--	---

### Electronic Record and Signature Disclosure:

Accepted: 3/5/2021 7:12:58 PM  
ID: 28b7db7c-6215-45d2-af98-ab15baeb3c32

Gary Hanna gary.hanna@x1023.fm Security Level: Email, Account Authentication (None)		Sent: 3/5/2021 7:13:13 PM Viewed: 3/5/2021 7:13:37 PM
--	--	--

### Electronic Record and Signature Disclosure:

Accepted: 3/5/2021 7:13:37 PM  
ID: 47945a7d-7a34-4f08-bc27-3ae052fe0e01

Execution Specialist  
executionspecialist.embedded@crowncastle.com  
Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

System Sync  
system.sync@crowncastle.com  
Security Level: Email, Account Authentication  
(None)

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Crown Manager, Contract Development		
Signing Group: Crown Manager, Contract Development		
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
Gary Hanna gary.hanna@mixhits.com CEO Security Level: Email, Account Authentication (None)	<b>VIEWED</b>	Sent: 3/5/2021 7:09:28 PM Viewed: 3/5/2021 7:10:39 PM Completed: 3/5/2021 7:12:07 PM
	Using IP Address: 71.174.250.124	
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/5/2021 7:10:39 PM ID: 34db397b-aa71-49c1-b503-5b8d86c38926		

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
Oswin Chackochan Oswin.Chackochan@crowncastle.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/5/2021 7:09:28 PM Viewed: 3/5/2021 7:10:43 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Rhonda Halas  
Rhonda.Halas@crowncastle.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Zachary Hudak  
Zachary.Hudak@crowncastle.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

David Fico  
David.Fico@crowncastle.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	3/5/2021 7:02:05 PM
---------------	------------------	---------------------

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>		
---	--	--

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

In order to provide more efficient and faster service, Crown Castle (“we”, “us” or “company”) is pleased to announce the use of DocuSign, Inc. (“DocuSign”) electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the “I agree” button at the bottom of this document.

**Getting paper copies**

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com), requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

**Withdrawing your consent to receive and/or execute documents electronically**

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com) stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

**Consequences of withdrawing consent to receive and/or execute documents electronically**

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

**Documents for execution, and other documents and records may be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

**How to contact Crown Castle**

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com)

To contact us by paper mail, send correspondence to

Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317

**To advise Crown Castle and DocuSign of your new e-mail address**

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com) and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**Required hardware and software**

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; <b>Note</b> : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
----------------------------	---------------------------

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive documents electronically**

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.

**February 2021**

BP#	ID	Street Location	Owner	Type of Work Code	Type of Work Description	Builder	Date of Issue	Fee	Estimated Cost
21-039(VOID)	39-214	3 Drunlin Ln	J B Glassman Rev Tr	Alt	bedroom space addition- to existing bedrooms ( no new bedrooms)	Geiger-Phillips	2/2/2021	\$96.00	\$0.00
21-040x	46-49	11 Erics Rd	Elton Elperin	RR	install new 1/2" HD board(insulation), install new black-060 EPDM rubber	D3 Builders	2/1/2021	\$50.00	\$18,000.00
21-041	8-29	466 Shore Rd	Eleanor Collins	Solar	install 5.44 kW solar panels (16) total panels	Trinity Solar	2/1/2021	\$270.00	\$27,000.00
21-042x	36-81	61 Shore Rd	Nathaniel McKean	RS/RW	replace sidewall on west & south facing walls. Replace (5) windows	Nathaniel McKean	2/2/2021	\$100.00	\$8,500.00
21-043x	59-29	10 Sandpiper Rd	Michael & Katherine Morley	S	10' x 14' shed using 12 big foot sono-tubes-Reeds Ferry Shed Victorian Cottage	Homeowner	2/3/2021	\$50.00	\$4,200.00
21-044x	51-51	59 South Pamet Rd	Susan Hanway	RR	re-roofing entrie roof over the home with GAF Ultra HD shingles: Weathered Wood	Paul J Cazeault & Sons	2/2/2021	\$50.00	\$8,380.00
21-045x	54-30	1 Stephens Way	Adina Finkelstein	Alt	apply insulation to crawlspace, kneewall, weather-strip & add door	Cape Cod Insulation	2/3/2021	\$50.00	\$3,700.00
21-046	39-14	12 Bay View Dr	Ellynn Skove	Solar	installation roof-mounted solar PV panels (12); 3.780 kW system	Freedon Forever Massachusetts	2/3/2021	\$149.00	\$14,900.00
21-047	42-308	3 Obbo Dr	Ellen Carno	Alt	Basement renovation	HSO Contracting	2/3/2021	\$240.00	\$100,000.00
21-048	46-159	13 Atwood Rd	Brett Leimkuhler & Patricia	Alt	replace landing	MarJon Builders	2/1/2021	\$50.00	\$12,500.00
21-049	40-159	10 Fairwinds Passage	Susan and Carol Girard - Irwin	Alt	finish partial basement	Ambrose Homes	2/1/2021	\$390.00	\$50,000.00
21-050	43-121	30 Longnook Rd	William J Marsh	Demo/SFR	demo and dispose of existing main house. Construct new 3-bedroom, 3-bath one story	Ambrose Homes	2/8/2021	\$1,117.00	\$500,000.00
21-051x	43-172	17 Morris Ave	Daniel LeClair	RW/RD	install (1) replacement and (1) replacement patio door	So New England Windows	2/8/2021	\$100.00	\$6,512.00
21-052x	42-301	14 First Light Ln	Richard Roberts	Alt/D	exterior deck repairs on existing 9'x 14' deck - new components to IPE	Homeowner	2/10/2021	\$50.00	\$4,500.00
21-053x	7-9.A	510 Shore Rd U:A	Cristina Bottegaro	RW/RD	replace windows with Andersen 400 series with same, replace Andersen	Kaye McFadden, Cape Tip Construction	2/10/2021	\$50.00	\$25,000.00
21-054x	22-19	3 Matta Rd	Nancy Hautanen	RW	install (15) replacement windows-no structural work	Window World of Boston	2/9/2021	\$50.00	\$10,717.00
21-055X	39-14	12 Bay View Dr	Ellynn Skove	Alt	Insulation- overhang 6" R21 cellulose to 18 sq ft; crawlspace closed cell spray	Cape Cod Insulation Randy McDonald, Notis Construction	2/16/2021	\$50.00	\$3,100.00
21-056	47-1	35 Higgins Hollow Rd	Bert Simon	Alt	Bath remodel and replacement of windows	Homeowner	2/16/2021	\$100.00	\$32,000.00
21-057	13-22.16	276 Shore Rd U:16	Keith Weinstein	Alt	Bath remodel	Homeowner	2/16/2021	\$50.00	\$12,000.00
21-058	5-17.B	596 Shore Rd U:B	Amy Kelly and Laura Lanfear	Alt/RW/RD	interior renovation of kitchen, bath, storage loft, replacement windows & install a 5.18 kW solar system consisting of (14) Solaria XT 370 w panels	Richard Baker	2/16/2021	\$365.00	\$67,000.00
21-059	51-86	12 Hatch Rd	Harry Irwin	Solar	Install a 5.18 kW solar system consisting of (14) Solaria XT 370 w panels	Cazeault Solar Home	2/17/2021	\$220.00	\$22,000.00
21-060	50-230	27 Bridge Rd	William Charette	Solar	Installation of (8) roof mounted panels, 2.92 kw DC, 2.32 kw AC, 148 sq ft	My Generation Energy	2/17/2021	\$59.00	\$5,900.00



**TRURO PLANNING BOARD SITE VISIT MINUTES**  
**DECEMBER 15, 2020**  
**38 Cliff Road**

**Attending: Planning Board Members – Anne Greenbaum, Paul Kiernan, Jack Riemer, Steve Sollog**

**For the Applicant – Attorney Ben Zehnder**

Mr. Zehnder provided overview of project and answered questions. Walk around of site.

Question/issues/concerns identified – limit of work in back of house

DRAFT

**TRURO PLANNING BOARD SITE VISIT MINUTES**  
**JANUARY 5, 2021**  
**112 North Pamet Road**

**Attending: Planning Board Members – Anne Greenbaum, Paul Kiernan, Jack Riemer, Steve Sollog; Peter Herridge**

**For the Applicant – Architect Charles Zehnder**

Began visit at current structure. Proposed site staked. Members walked proposed site.

Questions/issues/concerns raised – closeness to boundary with CCNS and trail to beach, visibility from Bearberry Hill, existence of Crowberry patch on proposed site.

**TRURO PLANNING BOARD SITE VISIT MINUTES  
FEBRUARY 16, 2021  
40 Highland Road**

**Attending: Planning Board Members – Anne Greenbaum, Paul Kiernan, Jack Riemer, Steve Sollog**

**For the Applicant – Alan Cabral – ABC Building Design**

Mr. Cabral provided overview of project and answered questions. No major problems or issues identified.

1947 building was probably 3 separate small units that were combined. Low ceilings. Current plan will provide cathedral ceiling over living area and storage over bedroom.