



MEMORANDUM

TO: Community Preservation Committee
FROM: ELIZABETH SULLIVAN, TOWN ADMINISTRATOR
DATE: JANUARY 10, 2024
SUBJECT: CPC GRANT REQUEST

At their January 9th meeting, the Dennis Select Board voted unanimously to approve the draft CPC application for funding assistance with the purchase of 187 Upper County Road.

Jim Plath moved to support the draft CPC application for funding assistance with the purchase of 187 Upper County Road, Dennis Port. Carlyn Carey seconded the motion. The Board voted unanimously in favor. VOTE: 4-0-0

DENNIS SELECT BOARD

APPLICATION TO THE TOWN OF DENNIS COMMUNITY PRESERVATION COMMITTEE



187 UPPER COUNTY ROAD, DENNIS PORT

Dennis CPC Application

Purchase of Catholic Church at 187 Upper County Road

SYNOPSIS

- 1. Project Title:** Acquisition of Catholic Church at 187 Upper County Road
- 2. Organization Name:** Dennis Select Board
- 3. Amount Requested from CPA funds:** \$1,150,000
- 4. Purpose:** Open Space and Recreation
- 5. Project location:** 187 Upper County Road (Map 89 Parcel 28). 3.6 acres in the Dennisport Village Center Area B Zoning District.
- 6. Synopsis of Project.** The project is to purchase the 3.6-acre former Catholic Church property in Dennisport for the purposes of Open Space and Recreation as well as possible future Municipal Use and/or some housing. The Select Board is asking the Community Preservation Committee to fund half of the total purchase price of \$2,300,000 to create much needed green space, walking paths and recreational facilities in the densely populated Dennisport Village. The Open Space and Recreation portion of the concept is to connect the wetlands on the south of the property with the entire perimeter by creating a 20'- 40' wide vegetated buffer along the property border and streets with a loop trail. Some playground equipment and community gardens are incorporated into the concept design on the west of the existing building, some of which is in the 500-year flood zone. The east side of the property would accommodate the associated parking. The site of the existing building could be used for future municipal purposes to be determined later or possibly some community housing.

The reason the request is being made out of cycle is the unexpected rapidity with which the Diocese came to terms with the Town. This large and centrally located property offers the Town a unique opportunity to create common space in the thickly settled neighborhood. The property is large enough to accommodate several community needs in addition to Open Space and Recreation.

APPLICANT INFORMATION

- 7. Project Title:** Acquisition of Catholic Church at 187 Upper County Road in Dennisport.
- 8. Organization Name:** Dennis Select Board
- 9. Address (street and post office box), Telephone, Fax, E-mail, Website**
 - a. 685 Route 134, Town Hall, South Dennis, MA 02660
 - b. TA (508) 394-6148. FAX (508) 394-8309
 - c. esullivan@town.dennis.ma.us

d. www. <https://www.town.dennis.ma.us/>

10. Federal Tax Identification Number: 046-001-129

11. Primary Contact Person(s) & Secondary Person

a. **Town Administrator, Elizabeth Sullivan,**

i. (508) 394-6148

ii. esullivan@town.dennis.ma.us

b. **Assistant Town Administrator, Greg Rounseville**

i. (508) 394-6164

ii. grouseville@town.dennis.ma.us

12. Primary Contact Person & Secondary Person who can approve and receive the funds: Same

APPLICANT BACKGROUND

13. Brief applicant history: Town of Dennis has filed many applications with the CPC.

14. Names of governing board, trustees, or directors – Select Board

15. Summary of comparable projects completed – many other previous open space and recreation projects have been supported by the CPC. Recent open space acquisitions include; ARC property, Holl property, Bush property, Tobey Woods. There have been many others.

PROJECT INFORMATION

16. Project Concept: The concept is to connect the wetlands on the south of the property with the entire perimeter by creating a 20' - 40' wide vegetated buffer along the property border and streets with a loop trail. Some playground equipment and a fitness station as well as community gardens are incorporated into the concept design on the west of the existing building, some of which is in the 500-year flood zone. The east side of the property would accommodate the associated parking. The site of the existing building could be used for future municipal purposes to be determined later or possibly some community housing.

The concept plan removes more than 50% of the impervious coverage of the large expanse of asphalt and provides a loop trail, recreational playground and community gardens. The property would contain picnic tables and benches and other landscape amenities. Restoring a bit of nature to the more urbanized section of Town would also provide an opportunity to provide environmental education by enhancing the wetland buffer, providing labels to a variety of plants and trees, and possibly kiosks with community and natural information.

The property would be designed to accommodate dog walkers but would not be a dog park. The community gardens are located in the 500-year flood plain. Future municipal use or possibly community housing is located on the site of the existing building. It is thought that the building is likely to be demolished and that any future building would be placed on the previous disturbed area outside of the flood zone.

17. Project Goals / Objectives: Improve the quality of life of the residents in the densely packed neighborhood by providing healthy amenities, improving the streetscape and transforming a sheet of asphalt. There are over 150 apartments in five complexes within 300 feet of the property that were built in the 1970's with almost zero public outdoor space on them. This could be the backyard those complexes never incorporated as well as another option for the rest of the neighborhood and Town.

18. Describe any legal issues, ramifications, impediments about this project, if any. The property is being investigated to see if there are any environmental issues.

19. Describe how this project accomplishes the goals and objectives of the CPA:

Open Space

- a. Provides opportunities for passive recreation and environmental education.
- b. Provides connections with existing trails or potential trail linkages.
- c. Preserves scenic views.
- d. Preserves important surface water bodies, such as wetlands, vernal pools or riparian zones.

Recreation

- e. Supports multiple recreation uses.
- f. Serves a significant number of residents.
- g. Expands the range of recreational opportunities available to Dennis residents of all ages.
- h. Jointly benefits Conservation Commission and Recreation Commission initiatives by promoting passive recreation, such as hiking, biking, and cross-country skiing.

20. Describe how this project is relevant to the current and future needs of Dennis: the Select Board seeks to keep a balanced approach with development that is offset in dense areas by green space and recreation. This area is very densely developed and in need of open space.

21. Describe how this project relates to the Dennis Local Comprehensive Plan

<https://www.town.dennis.ma.us/planning-department/pages/comprehensive-plan>

PROJECT IMPLEMENTATION & BUDGET

22. Total CPA Funding Request: \$1,150,000 (see attached P&S)

23. A Financial Plan, which must include a line-item project budget: N/A

24. Evidence of interest from potential lenders, if applicable: N/A

25. List of other funding source(s), include private/public/in-kind: \$1,150,000 certified free cash

26. A five-year income and expenses plan for this project, if applicable: N/A

SUPPORT DOCUMENTS

27. Letters of support from community organizations or other such sources (no more than five)

28. References (no more than three)

29. Other relevant materials specific to the project – Please see Attached Appraisal and signed P&S.

30. Copy of most recent US Income Tax Form 990, where appropriate 30. Certificate of Non-Collusion (provided herein)

APPLICATION SUBMITTED BY:

Name of Organization: Town of Dennis

Address: 685 Route 134 South Dennis, MA 02660

Phone Number: 508-760-6148

Email: esullivan@town.dennis.ma.us

Chief Executive Officer: Elizabeth Sullivan

Signature: 

Name: (if more than one) _____

Signature: _____

PURCHASE AND SALE AGREEMENT

1. Information and Definitions

- (a) DATE OF THIS AGREEMENT: December 21, 2023
- (b) PREMISES: A certain parcel of land with the buildings thereon located at 187 Upper County Road, Dennis, Massachusetts, more particularly described in a Deed recorded with Barnstable County Registry of Deeds in Book 1317, Page 515.
- (c) SELLER: Roman Catholic Bishop of Fall River, a Corporation Sole
- Seller's Address: 47 Underwood Street, Fall River, Massachusetts 02720
- Seller's Attorney: Peter T. McNulty, Esq.
- Address: Murphy, Hesse, Toomey & Lehane, LLP
50 Braintree Hill Office Park, Suite 410
Braintree, MA 02184
- Phone: (617) 479-5000 Fax: (617) 479-6149
- E-mail: pmcnulty@mhtl.com
- (d) BUYER: Town of Dennis, acting by and through its Select Board
- Address: Dennis Town Hall, 685 Route 134,
South Dennis, Massachusetts 02660
- Buyer's Attorney: Vicki S. Marsh, Esq.
- Address: KP Law, P.C., 101 Arch St., 12th Floor Boston, MA 02110
- Phone: (617) 556-0007 Fax: (617) 654-1735
Cell: (978) 821-1409
- E-mail: vmarsh@k-plaw.com
- (e) PURCHASE PRICE: The total purchase price for the Premises is Two Million Three Hundred Thousand Dollars (\$2,300,000.00), which is to be paid at the time of delivery of the deed by bank check,

municipal treasurer's check, or wire transfer at the SELLER's option.

- (f) CLOSING DATE: At 11:00 a.m. on April 1, 2024, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. The closing date may be extended as hereinafter provided.
- (g) PLACE: Barnstable Registry of Deeds or by mail, unless otherwise agreed upon in writing.

2. Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of the Premises are the buildings, structures and improvements now located thereon, and the fixtures or equipment which are owned by SELLER and used in connection with the operation and maintenance of the Premises therewith, and any fences, gates, trees, shrubs and plants.

3. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER by written notice to SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Easements, restrictions and reservations of record, if any, provided the same do not prohibit or materially interfere with the use of said Premises that may affect the BUYER's intended use of the Premises for affordable housing, open space, recreation and parking purposes.

4. Deed; Plans. If said deed refers to a plan necessary to be recorded therewith, SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

5. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

6. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as it is on the date of the "Inspection Period" described in Paragraph 23 below, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Paragraph 3 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

7. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Nothing herein shall obligate the Seller to incur any expenses in excess of Five Thousand Dollars (\$5,000.00) in order to deliver title to the Premises as herein provided, except for the payment of Seller's financial encumbrances, including without limitation, any mortgage, lien or tax lien which Seller shall be obligated to discharge.

8. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, on or before the end of such extension period, to (a) terminate the Agreement and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, or (b) complete the transaction and acquire the Premises in its then condition, and to pay therefor the purchase price without deduction, in which case, Seller shall convey such title.

9. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title.

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

11. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, if an institutional mortgage, within a reasonable time thereafter in accordance with customary Barnstable County conveyancing practices.

12. Adjustments. Taxes and Utilities. Unpaid real estate taxes for the then current fiscal year shall be adjusted from the Seller's proceeds as of the date title passes. Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. Any taxes paid by SELLER prior to the closing shall not be refunded. Accordingly, at the closing, SELLER shall pay the prorated amount of real estate taxes due through the closing date in arrears and any amount assessed to the Premises pertaining to the period after the closing date shall be abated accordingly. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year. SELLER shall also be responsible for the payment in full of all water fees, if any, utility charges and other charges assessed against the Premises through the Closing Date.

13. Brokers. A broker's fee for professional services in the amount of five percent (5%) or One Hundred Fifteen Thousand and 00/100 dollars (\$115,000.00) is due from the Seller to David Raymondo of Anchor Realty, only if as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. The Broker(s) named herein warrant(s) that they are each duly licensed in the Commonwealth of Massachusetts.

14. Buyer's Contingencies. BUYER'S performance hereunder is, at BUYER's option, expressly subject to the following conditions:

- (a) SELLER complying with the disclosure provisions of G.L. c.7C, §38. SELLER hereby agrees to execute a "Disclosure Statement for Transaction with a Public Agency Concerning Real Property" as required by G.L.c.7C, §38;
- (b) Compliance by BUYER and SELLER with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER, and BUYER and SELLER agree to diligently pursue full compliance with said laws and regulations;
- (c) BUYER'S compliance with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property. For acquisition of real property determined to be unique, thirty (30) days have elapsed since the publication of Buyer's determination of uniqueness in the Central Register, without objection. Buyer agrees to diligently pursue full compliance with said statute;
- (d) BUYER'S obtaining a favorable vote of the Special Town Meeting to be held on February 29, 2024, authorizing the BUYER to acquire the Premises for the consideration stated herein and upon the terms set forth in this Agreement and authorizing the appropriations therefor; and
- (e) BUYER having inspected and completed BUYER'S due diligence regarding the condition of the Premises pursuant to its rights under Paragraphs 6 and 23 and SELLER'S title to the Premises, and notwithstanding anything herein to the contrary, be satisfied with the condition thereof, in its sole and absolute discretion.

In the event that these contingencies are not satisfied by the time of Closing, then the BUYER may terminate this Agreement, and neither Party shall have further recourse against each other

15. Warranties. The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE.

16. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar

courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery, to the parties hereto and to the parties' attorneys at the addresses set forth in Section 1.

17. Insurance. Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows: Fire and Extended Coverage – as presently insured.
18. Casualty. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty insured against then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or (b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
19. Liability of Trustee, Shareholder, Fiduciary, etc. If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
20. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.
21. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.
22. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any

provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

23. Property Inspection. From and after the date of this Agreement, SELLER agrees to permit BUYER, its employees, agents and independent contractors reasonable access upon forty-eight hours' notice, to enter upon the Premises for the purpose of conducting such studies, surveys, inspections and tests pertaining to the condition of the Premises as the BUYER desires to conduct, including but not limited to environmental inspections and tests and structural inspections of the building by January 25, 2024 (the "Inspection Expiration Date"). The BUYER shall deliver written notice to the SELLER by 5:00 p.m. on the Inspection Expiration Date, if they have any objections to the condition of the Premises, and may in its sole discretion terminate this Agreement whereupon all rights and obligations of the parties shall cease, and as set forth in Section 28 of this Agreement as it pertains to any findings of hazardous waste or hazardous materials on the Premises. The BUYER, to the extent permitted by law, shall indemnify, protect and save, the SELLER, and hold the SELLER harmless from and against, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgements, penalties and costs and expenses including reasonable attorney's fees which may be imposed upon the SELLER, by reason of, on account of or in connection with the BUYER'S or its employees, agents, or independent contractors' access to, entry upon or uses of the Premises or the performance of any of the inspections or tests by reason of: (a) any injury to death of persons or loss of or damage to property; or (b) the release, discharge, or leakage on or from the Premises of any hazardous waste or substance; provided that in no event shall BUYER be required to indemnify the SELLER with respect to any liability caused by any act or omission of the SELLER or any agent or employee of the Seller or for which the SELLER is legally responsible. To the extent that such due diligence investigations disturb the Premises, BUYER agrees to restore the Premises to the condition prior to its inspections as reasonably practicable. investigations if it does not purchase the Premises in accordance with this Agreement. The BUYER and its employees, agents or independent contractors, shall not disturb the SELLER's use of the Premises while conducting inspections, not permit any liens to attach to the Premises by reason of the exercise of the BUYER's rights hereunder.
24. Closing Documents. SELLER shall execute and deliver simultaneously with the Deeds any documents customary for a closing as may be reasonably required by BUYER'S attorney, including without limiting the generality of the foregoing, certifications or affidavits with respect to (a) that there are no persons or parties in possession of the Premises other than those tenants under written leases accepted by BUYER or other named tenants acceptable to BUYER; (b) there are no facts or conditions which give rise to mechanics' or materialmen's liens; and (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986.
25. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement.
26. Title to Premises. Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement

with respect to title unless (a) all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises or within a duly recorded easement area benefitting the Premises, and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity; (b) no building, structure, improvement, including, but not limited to any driveway, garage, cesspool, well, septic system, leaching field, fence, shed of any kind encroaches upon, over or under the Premises from other Premises; (c) title to the Premises is insurable, for the benefit of the Buyer, by a title insurance company reasonably acceptable to Buyer, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Insurance form currently in use, subject only to the exceptions permitted under Paragraph 3 of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy; and (d) the Premises abut and have unrestricted and unencumbered vehicular and pedestrian access to a public way, duly laid out or accepted as such by the Town or abut a private way with record access to a public way.

27. Seller's Representations. SELLER represents and warrants to the BUYER effective as of the date of this Agreement and also effective as of the Closing Date, that to the best of SELLER's knowledge and without duty of inquiry as follows:

- (a) The SELLER is not now a party to any litigation affecting the Premises, and SELLER has not received any written notice of any litigation or threatened litigation affecting the Premises, or any such litigation which would enjoin SELLER's performance under this Agreement or adversely impact the Premises;
- (b) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy laws is pending or contemplated by Seller;
- (c) Seller has not received written notice from any governmental agency or authority having jurisdiction over the Premises of the release or disposal of any Hazardous Waste as defined under M.G.L. c. 21E at or from the Premises, and there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises; chlordane has not been used as a pesticide on the Premises during its ownership of the Premises as of the Closing Date, and that it has not received written notice from any governmental authority or agency having jurisdiction over the Premises of an environmental contamination, or the existence or release of any Hazardous Waste at or near the Premises; and there is not any asbestos, lead paint or unsafe concentration of radon in the building on the Premises. The representations in this Paragraph shall survive the closing;
- (d) At the time of the delivery of the Deed, there will be no contracts, oral or in writing involving the Premises that will be binding upon the BUYER or affect the Premises in any manner that cannot be unilaterally terminated by the BUYER after delivery of the deed; and
- (e) SELLER is a corporation sole, pursuant to Chapter 390 of the Massachusetts Acts of 1904, and is qualified to conduct business in the jurisdiction in which the premises is located.
- (f) This Agreement and the obligations of the Roman Catholic Bishop of Fall River, a Corporation Sole, hereunder are expressly contingent upon the obtaining of prior written permission for this conveyance from the College of Consultors of the Diocese of Fall River and the Diocese of Fall River Finance Council, in accordance with the Canon Code

Law of the Roman Catholic Church (the Canonical Approvals”). Notwithstanding any provisions hereof to the contrary, if SELLER has not delivered written evidence to the BUYER that all Canonical Approvals have been obtained by the Closing Date, then BUYER shall have the right to terminate this Agreement.

28. BUYER’s Representations. BUYER represents and warrants to the SELLER that the matters are true and correct as of the date of this Agreement and as of the Closing Date; Authority: BUYER is a municipal corporation duly organized in the Commonwealth of Massachusetts . This Agreement has been duly authorized, executed and delivered by the BUYER, is the legal, valid and binding obligation of the BUYER. All documents to be executed by BUYER which are to be delivered at Closing will be duly authorized executed and delivered by BUYER, at the time of the Closing will be legal, valid and binding obligations of the BUYER.
29. Buyer’s Due Diligence. Buyer’s performance hereunder is conditional upon BUYER’S’s satisfaction with the results of its due diligence inspections of the Premises. If the BUYER is not satisfied with the results of its due diligence review of the Premises and if any oil, hazardous waste or hazardous materials, as such terms are defined in M.G.L. c. 21E, and any applicable federal and/ or state laws, rules and regulations is found on the Premises, the BUYER shall have the right, to be exercised in its sole and absolute discretion to terminate the BUYER’S obligation hereunder to purchase the Premises, said right to be exercised by providing the SELLER with written notice of the BUYER’S election not to proceed with the consummation of the purchase and sale transaction contemplated by this Agreement.
30. Title Inspection. Prior to the Inspection Expiration Date, the BUYER shall obtain at its own cost and expense a title insurance commitment (the “Commitment”) for an Owner’s Title Insurance Policy for the Premises or a title examination of the Premises. BUYER shall notify SELLER in writing by 5:00 p.m. on the Inspection Expiration Date of any title exceptions, exclusions from coverage or other matters identified in the Title Commitment or title examination which the BUYER disapproves (the “Title Objections”). In the event that BUYER shall so notify SELLER of any Title Objections, and SELLER is unable to give title or make conveyance or to deliver possession of the Premises as provided in Paragraph 7, then BUYER shall have the following options to be given by written notice to the SELLER by the Inspection Expiration Date: (a) to accept a conveyance of the Premises specifically including any of the Title Objections which SELLER is unable to cure, without reduction of the Purchase Price or (b) to terminate this Agreement by sending written notice thereof to the SELLER by the Inspection Expiration Date, and upon delivery of such notice of termination, this Agreement shall be null and void, and thereafter neither party shall have any further rights or obligations under this Agreement.
31. Use Restrictions. In consideration of the SELLER’s entering into this Agreement, the BUYER covenants and agrees that it shall use the Premises for affordable housing and/or open space and recreation, and parking purposes in perpetuity(the “Use Restrictions”). In order for the BUYER to use the Premises for any one or all of these purposes, the BUYER agrees to the restriction of the Premises by a permanent affordable housing restriction or conservation restriction meeting the requirements of G.L. c. 184, §§31-33.

32. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

33. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

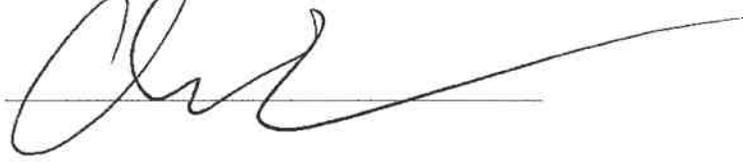
Signature Page to Follow

In witness whereof, the parties hereto sign this Agreement under seal as of this 21 day of December, 2023.

SELLER: ROMAN CATHOLIC BISHOP OF
FALL RIVER,
A CORPORATION SOLE

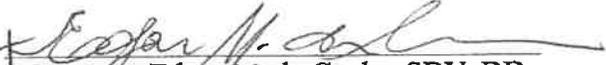
By: _____
Most Rev. Edgar M. da Cunha, SDV, DD

BUYER: Town of Dennis
By its Select Board



In witness whereof, the parties hereto sign this Agreement under seal as of this ____ day of December, 2023.

SELLER: ROMAN CATHOLIC BISHOP OF
FALL RIVER,
A CORPORATION SOLE

By: 
Most Rev. Edgar M. da Cunha, SDV, DD

BUYER: Town of Dennis
By its Select Board

895042DENN/0324

APPRAISAL REPORT

FOR THE PROPERTY LOCATED AT

**187 UPPER COUNTY ROAD
DENNIS, MASSACHUSETTS**

FOR

TOWN OF DENNIS

BY

MICHAEL SUTTON

**APPRAISAL COMPANY OF CAPE COD, INC.
170 ROUTE 6A, P. O. BOX 1655
ORLEANS, MASSACHUSETTS**

**DATE OF VALUE: NOVEMBER 8, 2023
DATE OF REPORT: NOVEMBER 29, 2023**



Appraisal Company of Cape Cod, Inc.
Real Estate Appraisal and Consulting

Residential
Commercial
Vacant Land
Expert Witness

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Elizabeth Sullivan, Town Administrator
Town of Dennis
685 Route 134
Dennis, MA 02660

Re: 187 Upper County Road, Dennis, MA

Dear Ms. Sullivan:

Per your request, I have prepared an appraisal report for the property located at 187 Upper County Road, Dennis, MA consisting of a circa 1950, 13,470 sf church building on a 3.60 acre lot known as the Roman Catholic Church (hereinafter referred to as the “subject property.”) The subject property is owned by the Roman Catholic Bishop of Fall River by virtue of a deed dated July 7, 1952 and recorded October 1, 1952 at the Barnstable County Registry of Deeds (BCRD) in Book 823 Page 293, a copy of which deed is attached hereto. The subject property is a portion of the property shown on a plan of land recorded at the BCRD in Plan Book 66 Page 9. The property is further identified in the Town of Dennis Assessor’s records as Parcel ID No. 89-28-0.

The purpose of this appraisal report is to estimate the current market value of the subject property for a potential purchase by the client.

There is an Extraordinary Assumption to this report regarding the basement as stated on page 14 herein.

I inspected the property on November 8, 2023 and have gathered all the data I considered necessary to arrive at the value conclusion.

As a result of my investigation and analysis of the information gathered, I estimate the market value of the subject property, as of November 8, 2023 to be:

TWO MILLION, THREE HUNDRED THOUSAND DOLLARS
\$2,300,000



November 29, 2023
Date

Michael Sutton - Certified General
Real Estate Appraiser; MA License #786

Town of Dennis Assessor's Map for Subject Property



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SUBJECT PHOTOGRAPHS
Front (northern side) and western side



Eastern Side



Rear or southern side



Eastern Parking Lot along Upper County Road and Depot Street



Western Parking Lot along Upper County Road and Sea Street



Upper County Road – Subject Property on right



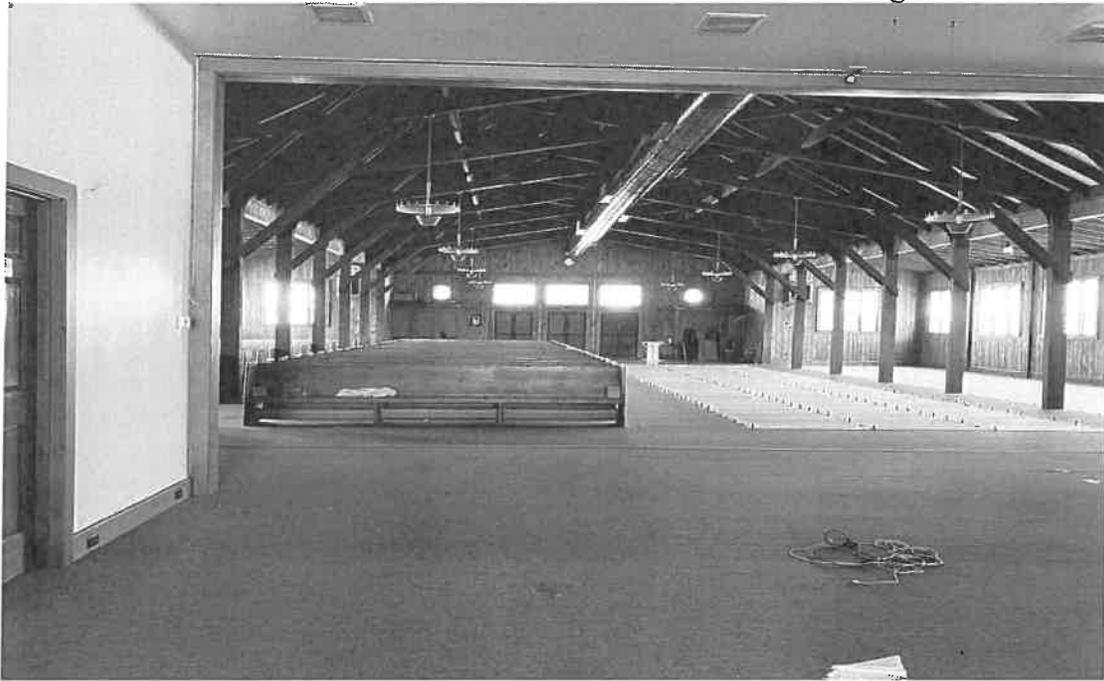
Sea Street frontage



Wetland area – southern portion



Main Church and Pew Area on northern side of building



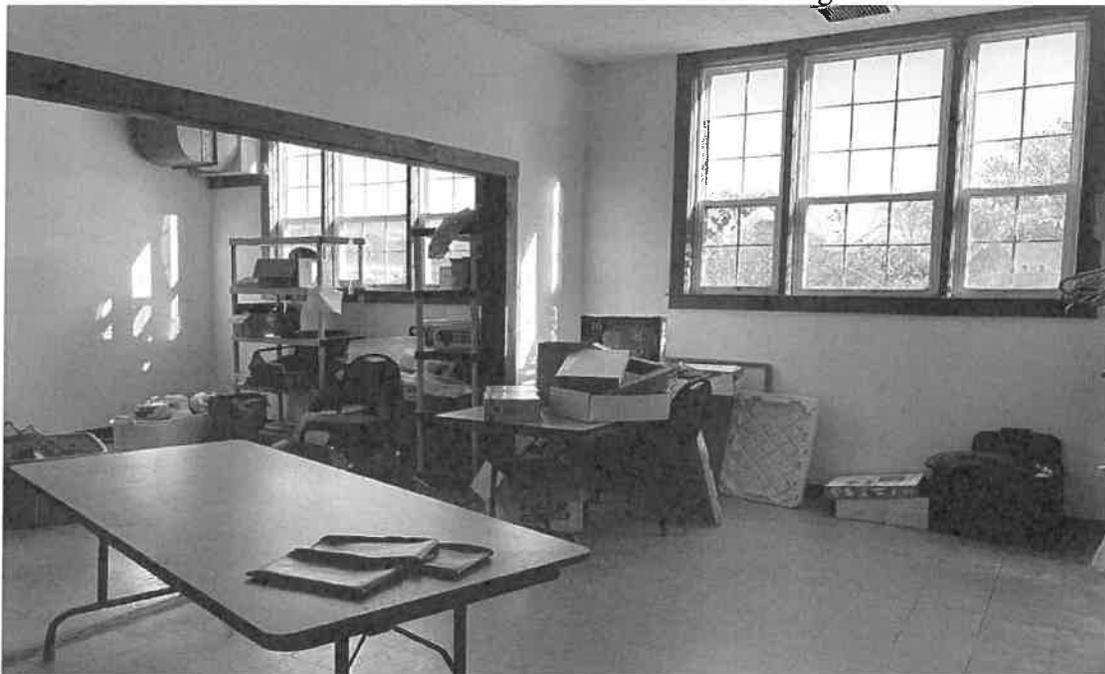
Large Main Room/Basketball Court on southern side of building



Kitchen



Additional Rooms – Eastern side of building



Lavatories – Eastern side of building



Entry Room Western Side of Building



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

LOCATION:	187 Upper County Road, Dennis, MA
OWNER OF RECORD:	Roman Catholic Bishop of Fall River
PROPERTY RIGHTS APPRAISED:	Fee Simple
VALUE APPRAISED:	Market Value
DATE OF VALUE:	November 8, 2023
HYPOTHETICAL CONDITIONS:	None
EXTRAORDINARY ASSUMPTIONS:	See page 14 regarding the basement
SITE AREA:	3.60 Acres
HAZARDOUS WASTE:	None observed (see disclaimer attached)
ZONING:	DPVC-B
FLOOD ZONE:	Flood Zone X, AE and .02% (reference FEMA Flood Map #25001C0592J; dated 07/16/2014)
IMPROVEMENTS:	13,470 sf Church with a small, unfinished basement space not accessible at the time of inspection estimated to be about 25 - 100 sf
CURRENT USE:	Vacant Church
HIGHEST & BEST USE:	Mixed use commercial with housing or dense multi-unit residential housing
VALUE BY:	Cost Approach: N/A
	Income Approach: N/A
	Sales Comparison Approach:
	SF/GBA: \$2,357,250
	Supported by price per acre:
	\$2,160,000 - \$2,430,000
	Unit Comparison Approach: \$2,000,000
FINAL VALUE:	\$2,300,000

DEFINITION OF APPRAISAL REPORT

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. It presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Additional documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

PURPOSE/CLIENT/USERS/USE OF APPRAISAL

Purpose: The purpose of this appraisal is to determine the market value of the subject property as of the date of inspection.

Appraiser's Client: The Town of Dennis.

Intended Users: Intended users of the report of appraisal include 1) the client; and 2) any other parties authorized by the client.

Intended Use: The report of appraisal is to be used by the client for a possible purchase of the subject property.

HYPOTHETICAL CONDITIONS

USPAP defines hypothetical condition as follows: "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis." See USPAP 2020-2021 Edition, Definitions Page 4.

There are no Hypothetical Conditions to this report.

EXTRAORDINARY ASSUMPTIONS

USPAP defines extraordinary assumption as follows: "an assignment-specific assumption as of the effective date regarding uncertain information which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in the analysis." See USPAP 2020-2021 Edition, Definitions Page 4.

The Town of Dennis field card shows a 10,302 sf “cooler” at the subject property assessed for \$453,288 replacement cost new (rcn) and a 2,688 sf unfinished basement assessed for \$63,168 rcn. At the inspection, the appraiser was told by the broker and by the person who provided access to the church and is familiar with the church (caretaker), that there is no cooler and there is only a very small, unfinished basement area – estimated to be about 25’ -100 or 5’ -10’ by 5’ – 10’ sf. The appraiser noted at the inspection that there is an outside set of stairs leading down to a basement door on the east side of the building. The appraiser was not provided access through this door as the caretaker stated this door was stuck and had been for years. The appraiser contacted the broker after the inspection to confirm that the subject property had only a very small unfinished basement area accessed via the outside door and the rest is on slab and the broker rechecked with the caretaker who checked with a custodian who confirmed there is no cooler or large unfinished basement area just the very small unfinished portion as indicated previously. There is an Extraordinary Assumption to this report then that there is no working 10,302 sf cooler under the main level and that there is not an accessible 2,688 sf unfinished basement area as stated on the field card but rather a very small unfinished basement area presently not accessible and not used and the rest is slab. The appraiser is giving minimal value to the very small unfinished basement area due to its inaccessibility.

ESTIMATED MARKETING TIME/EXPOSURE

The estimated marketing time for the subject property is 3-6 months. The estimated exposure time is estimated to be slightly longer.

Marketing time is defined by The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, Page 140 as “an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.” Exposure time is defined by USPAP as “an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.” See USPAP 2020-2021 Edition, Definitions Page 4. These opinions are based on the prevailing conditions in this market, the marketing time of several comparable properties, the opinion of knowledgeable individuals, and the appraiser's judgment.

DEFINITION OF MARKET VALUE

Market Value is defined as:

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

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: 12 C.F.R. §34.42(h) and Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010 Page 77472.

DATE OF VALUE

The subject property was inspected on November 8, 2023 and that is the date of value which applies to this appraisal report.

PROPERTY RIGHTS APPRAISED

The property rights to be appraised in this case are the fee simple interests in the property subject to existing easements, and/or restrictions and reservations of record. Fee simple estate is defined as an “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

Source: The Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th Ed. (Chicago, The Appraisal Institute, 2015)

SCOPE OF WORK

The purpose of this appraisal report is to determine the market value of the subject property.

Information is gathered from public records, real estate brokers, other appraisers and other parties knowledgeable of the real estate market as well as from field observations of the site and the neighborhood. For example, the appraiser has access to public records including the assessor's records which would provide map and parcel location of the subject and comparable sales used in the valuation. In addition, the Cape Cod & Islands Multiple Listing Service, the Warren Group Report, and the Barnstable County Registry of Deeds were utilized to search for and verify comparable sales. Field observation and an inspection of the site was conducted by the appraiser on November 8, 2023.

Appraisal Company of Cape Cod, Inc.

The appraiser determined in the highest and best use section, that the highest and best use of the subject property is as a mixed use commercial/retail on the first floor and residential apartments on the second floor or as multi-unit residential apartments all via a special permit. The appraiser initially considered sales of churches, then sales of properties able to be converted into mixed use commercial and residential use, then considered sales of properties to be converted into residential units.

The sales comparison approach was the sole method of valuation developed to reach an opinion of market value of the subject property. The income approach was not deemed appropriate as the subject property consists of a church and as such would not typically be purchased for income purposes and the cost approach was not deemed appropriate as this approach is most relevant when the real estate to be appraised consists of building structures that are new or nearly new and, in this case, the subject property consists of a circa 1950 church.

The scope of work required to complete this assignment included the following:

- I personally inspected the subject property;
- Research and communications at the Town of Dennis with respect to the subject property for zoning and conformance thereto and conservation issues, potential uses, assessment, availability of public utilities etc.;
- Research at the Barnstable County Registry of Deeds;
- Analysis and development of the highest and best use;
- Investigation and verification of all comparable sales;
- Development of the sales comparison approach to establish value;
- Reconciliation to arrive at a final value estimate.

Sources of information included:

- Site inspection;
- Assessor's Maps and Cards; Town Zoning Maps, By-Laws and codes; State Maps/Codes; Town of Dennis Planning Department
- Warren Group Report and the CCIMLS databases and brokers;
- Barnstable County Registry of Deeds; and
- Appraiser's files and published data.

I have reviewed the scope of the appraisal and have considered this scope in the context of its use, purpose and intended user. It is my opinion that the scope of the appraisal meets the client's needs.

PART II – FACTUAL DATA

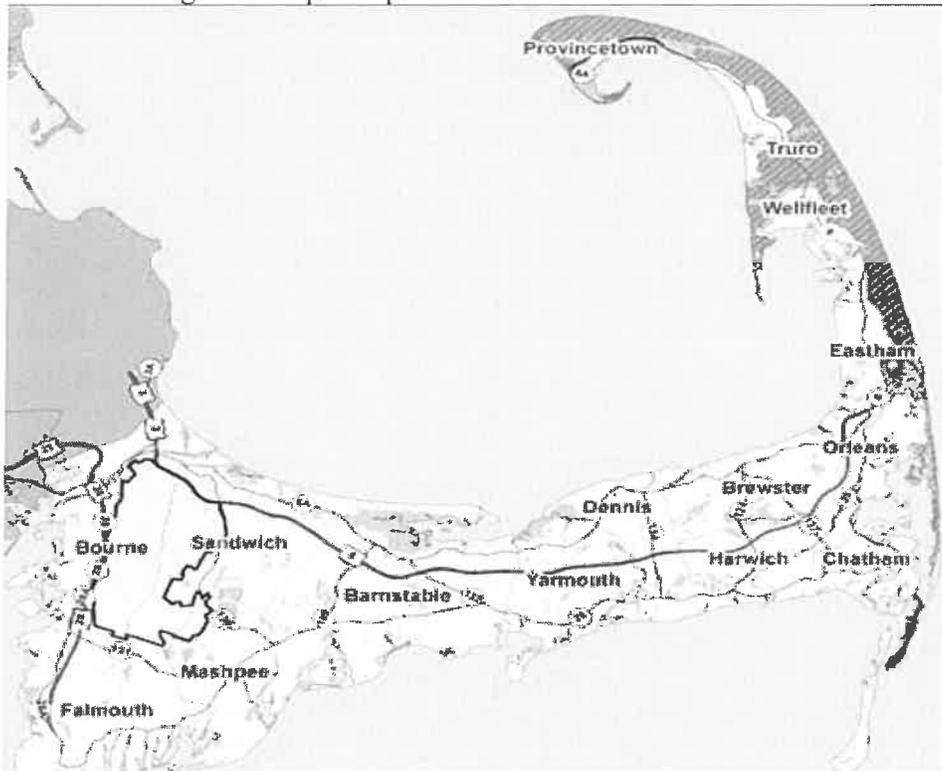
AREA, CITY AND NEIGHBORHOOD DATA

-REGIONAL ANALYSIS – BARNSTABLE COUNTY

Cape Cod is a peninsula that is located on the eastern portion of Massachusetts. Cape Cod is approximately 65 miles long from its inception at the Cape Cod Canal to the outermost town of Provincetown. It is renowned as a tourist center and has become increasingly popular as a retirement center. Cape Cod is made up of 15 towns all located within the county of Barnstable.

Population appears to have increased most recently according to the graphs below. The age of the population continues to get older. Barnstable County is especially concerned about environmental issues such as water and septic. Barnstable County started tackling these problems by creating the Cape Cod Commission and by increasing vigilance of environmental restrictions and stricter zoning controls. It is currently estimated that approximately 50 to 60 per cent of Cape Cod land has been developed, approximately one third of the land is in town owned or conservation areas or otherwise not available for development, and approximately 10 to 15 per cent of the land is available for further development. The dearth of available vacant land is most prevalent in the “lower Cape” towns of Provincetown, Truro, Wellfleet, Eastham, Chatham and Orleans (the Cape Cod National Seashore owns considerable land in these towns.)

Regional Map – Cape Cod National Seashore in Green



Barnstable County v. Massachusetts statistics:

Population, Census, April 1, 2020	228,996	331,449,281
Population, Census, April 1, 2010	215,888	308,745,538
Age and Sex		
Persons under 5 years, percent	△ 3.7%	△ 6.0%
Persons under 18 years, percent	△ 14.8%	△ 22.3%
Persons 65 years and over, percent	△ 31.4%	△ 16.5%
Female persons, percent	△ 52.2%	△ 50.8%
Race and Hispanic Origin		
White alone, percent	△ 92.2%	△ 76.3%
Black or African American alone, percent (a)	△ 3.5%	△ 13.4%
American Indian and Alaska Native alone, percent (a)	△ 0.7%	△ 1.3%
Asian alone, percent (a)	△ 1.6%	△ 5.9%
Native Hawaiian and Other Pacific Islander alone, percent (a)	△ 0.1%	△ 0.2%
Two or More Races, percent	△ 2.0%	△ 2.8%
Hispanic or Latino, percent (b)	△ 3.4%	△ 18.5%
White alone, not Hispanic or Latino, percent	△ 89.5%	△ 60.1%
Education		
High school graduate or higher, percent of persons age 25 years+, 2015-2019	95.5%	88.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2015-2019	43.4%	32.1%
Income & Poverty		
Median household income (in 2019 dollars), 2015-2019	\$74,336	\$62,843
Per capita income in past 12 months (in 2019 dollars), 2015-2019	\$44,505	\$34,103
Persons in poverty, percent	△ 7.7%	△ 11.4%

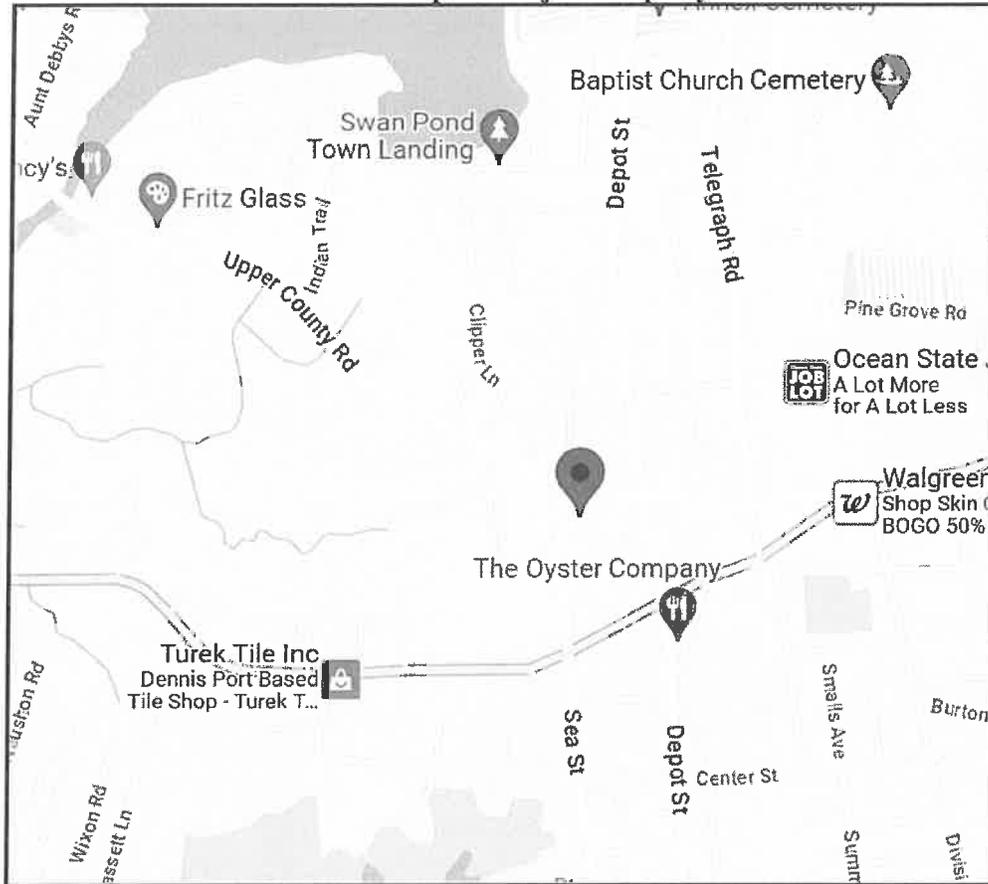
U.S Department of Census; State and County Quickfacts

Barnstable County and Dennis



-TOWN AND NEIGHBORHOOD ANALYSIS

Street Map of Subject Property



The subject property is located in Dennis Port near the Harwich town line close to busy Route 28. Dennis is located towards the “middle” of Cape Cod, approximately 80 miles by car from Boston, Massachusetts and Providence, Rhode Island. Dennis, Massachusetts is 22.28 square miles and has an approximate population of 14,674 from the 2020 U.S. Census. Dennis is influenced by its excellent Cape Cod Bay beaches on the north and its Nantucket Sound beaches on the south as well as Bass River and freshwater Scargo Lake. Dennis’ economy is based primarily on tourism and on construction and fishing. Dennis has a substantial retirement population. Dennis is a very stable, well-run town with one of the lowest tax rates in Barnstable County. Most land has been developed and therefore, it has not experienced the rapid population growth that has beset many Cape towns such as Sandwich, Brewster and Mashpee.

The town has a Charter form of government with a part-time, five-member Board of Selectmen and a town manager with a town meeting form of government. The town has a central Police Department and full-time fire protection. Zoning laws and building codes are comprehensive and well enforced.

Utilities to the area include town water, electric service by Eversource, local telephone service by Verizon and Comcast, natural gas by National Grid and cable television by Comcast. Dennis is still private, on-site septic systems regulated by Title V. The lack of municipal public sewer in Dennis is not considered a detriment to value.

Principal highways in Dennis are U.S. Route 6 - the Mid Cape Highway, and State Routes 28 and 134.

NEIGHBORHOOD

The neighborhood boundaries are the Town of Harwich to the east, Route 6 to the north, Lower County Road to the south and Bass River to the west. Upper County Road near Route 28 is a mix of single family homes, dense housing from conversion of early 1970s motels to condominiums and commercial businesses and mixed use commercial/residential. The lowland marsh from Swan Pond and its river to Nantucket Sound lie just to the west and this is the source of the minimal flood potential for a portion of the subject property – not the current building area. A Nantucket Sound public beach is about a mile and a half away to the south. Route 28 is a major two lane, state maintained road that connects the south portion of Cape Cod with Orleans to the east and Bourne and beyond to the west. The neighborhood is all developed. The Town of Dennis has designated this section as the Dennis Port Village Center -B and this area is intended to promote denser residential housing in a walkable village type setting. See the Zoning Section hereinafter for a more thorough description. Converted early 1970s motels include the Candlewood Condominium complex just to the west which is a 40 unit, approximately 960 sf apartment style condo complex on 2.910 acres; Saltworks Condominium complex just across the street to the north which is a 56 unit, approximately 725 sf per unit apartment style condo complex on 1.990 acres; and Port of Harborside condo complex which is a 16 unit, approximately 553 sf apartment style condo complex on .50 acres also across the street to the north. Ocean State Job Lot, Dollar Tree and Walgreens are just a few sites away to the east. There are popular restaurants within walking distance along Route 28. There are many large condominium and resort complexes off Chase Avenue to the south along Nantucket Sound.

MARKET CONDITIONS

Warren Group Report

Dennis, MA - Median Sales Price - Calendar Year				
Year	Period	1-Fam	Condo	All
2023	Jan - Sep	\$650,000	\$287,000	\$540,000
2022	Jan - Dec	\$585,000	\$320,000	\$545,000
2021	Jan - Dec	\$516,000	\$234,750	\$459,950
2020	Jan - Dec	\$410,000	\$190,000	\$375,000
2019	Jan - Dec	\$384,950	\$200,000	\$315,000
2018	Jan - Dec	\$370,000	\$152,000	\$333,000

Warren Group Report

Dennis, MA - % Change Median Sales Price - Calendar Year				
Year	Period	1-Fam % Change Prior Year	Condo % Change Prior Year	All % Change Prior Year
2023	Jan - Sep	11.11%	-10.31%	-0.92%
2022	Jan - Dec	13.37%	36.32%	18.49%
2021	Jan - Dec	25.85%	23.55%	22.65%
2020	Jan - Dec	6.51%	-5.00%	19.05%
2019	Jan - Dec	4.04%	31.58%	-5.41%
2018	Jan - Dec	6.47%	-16.71%	4.06%

Warren Group Report

Dennis, MA - Number of Sales - Calendar Year				
Year	Period	1-Fam	Condo	All
2023	Jan - Sep	143	62	245
2022	Jan - Dec	290	102	485
2021	Jan - Dec	393	154	662
2020	Jan - Dec	449	161	717
2019	Jan - Dec	378	202	693
2018	Jan - Dec	372	126	595

The Warren Group Report graphs above and the CCIMLS Fast Stats graphs below show substantial appreciation in Dennis for single family homes, condominium sales and all sales which includes commercial properties, starting in the summer of 2020 which can be attributable to the COVID 19 Pandemic allowing buyers to work remotely and the Federal Reserve kept interest rates low to aid in the limited economy. By the late spring of 2022, the Federal Reserve began raising interest rates to stem inflation and interest rates have now more than doubled. The real estate market in Barnstable County has slowed down reflecting lesser demand and there has been a large decrease in closed sales. Values are showing recent depreciation in Dennis at least in the condominium market to about values seen in the prior spring of 2022. Barnstable County is showing values leveling off.

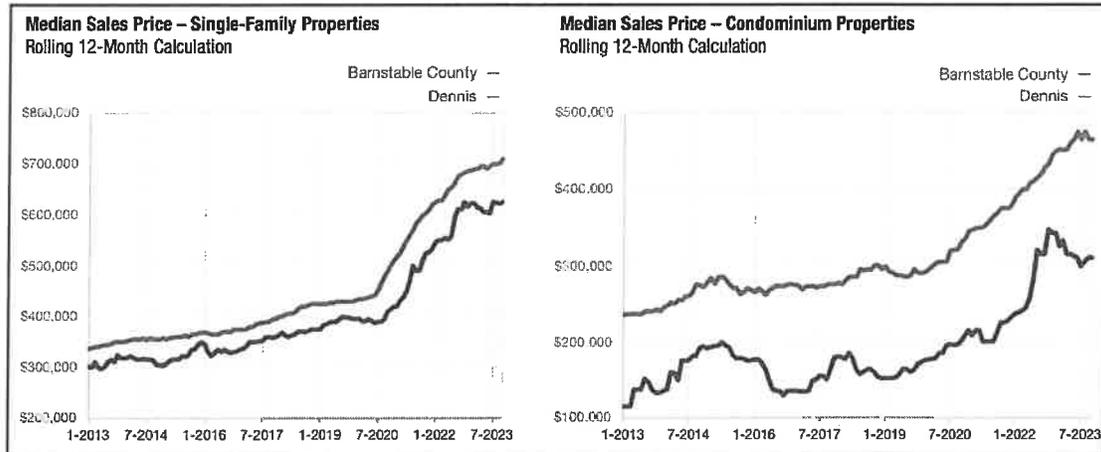
CCIMLS Fast Stats

Single-Family Properties	October			Year to Date		
	2022	2023	+ / -	2022	2023	+ / -
Key Metrics						
Pending Sales	18	27	+ 50.0%	235	174	- 26.0%
Closed Sales	25	23	- 8.0%	240	163	- 32.1%
Median Sales Price*	\$644,000	\$690,000	+ 7.1%	\$641,250	\$650,000	+ 1.4%
Inventory of Homes for Sale	42	65	+ 54.8%	--	--	--
Months Supply of Inventory	1.8	3.8	+ 111.1%	--	--	--
Cumulative Days on Market Until Sale	30	26	- 13.3%	32	33	+ 3.1%
Percent of Original List Price Received*	95.9%	98.3%	+ 2.5%	100.9%	97.0%	- 3.9%
New Listings	30	32	+ 6.7%	290	250	- 13.8%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

Condominium Properties	October			Year to Date		
	2022	2023	+ / -	2022	2023	+ / -
Key Metrics						
Pending Sales	6	8	+ 33.3%	72	61	- 15.3%
Closed Sales	8	6	- 25.0%	77	56	- 27.3%
Median Sales Price*	\$399,000	\$309,750	- 22.4%	\$345,000	\$305,000	- 11.6%
Inventory of Homes for Sale	13	12	- 7.7%	--	--	--
Months Supply of Inventory	1.9	2.2	+ 15.8%	--	--	--
Cumulative Days on Market Until Sale	62	11	- 82.3%	61	35	- 42.6%
Percent of Original List Price Received*	95.5%	99.3%	+ 4.0%	101.2%	96.2%	- 4.9%
New Listings	4	5	+ 25.0%	82	67	- 18.3%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.



There had been a moratorium on foreclosure sales due to the pandemic so the market will have to be watched for any influence foreclosure sales have on the market in the future now that the moratorium has been lifted.

Sales and financing concessions are not prevalent in this market.

SITE DATA

The subject site consists of 3.60 acres of which the southern portion is wetland – about .9 acres. The site has good commercial visibility and good accessibility as it fronts on three streets. The appraiser was not provided with a site plan for the subject property, but the subject property appears to have about 670 feet of frontage along Sea Street, 655 feet of frontage on Upper County Road and over 150 feet on Depot Street (counting arc from Upper County Road). The Town of Dennis GIS topographical map shows the elevation to be almost all level in the 14' -16' range and the wetland area in the less than 8' range. The church is in the central portion of the site with two large parking lots on either side of the building with access to Sea Street and Upper County Road and another separate driveway access from Sea Street running behind the building or south of the building to the eastern parking lot.

A detailed breakdown of the site is as follows:

Topography:	Excluding wetland, level in the 14' to 16' range
Size:	3.60 acres
Frontage:	655' Upper County Road 150' Depot Street 670' Sea Street
Access/Egress:	Very Good
Shape:	Irregular rectangle
View:	Street/buildings
Vegetation:	Only vegetation is woods/wetland area on the south
Drainage & Soil:	It appears to have adequate drainage.
Septage Disposal:	On-site septic systems are necessitated by the lack of a municipal sewage system in the Town of Dennis at this point. The appraiser contacted the Town of Dennis Board of Health who indicated the property does not appear to have had any septic improvements and has a cesspool. A new septic would be needed if sold.
Flood Zone:	Flood Zone X, AE and .02% (reference FEMA Flood Map #25001C0592J; dated 07/16/2014)
Utilities:	Utilities to the site include town water, electric by Eversource, cable TV by Comcast, gas by National Grid, and telephone by Verizon and Comcast.

IMPROVEMENT DESCRIPTION

The subject property improvements consist of a circa 1950, 13,470 sf church with two large paved parking lots accessed from Upper County Road and Sea Street and a paved access driveway from Sea Street.

A detailed description of the property follows:

Building Style:	Church
Quality of Construction:	Stick built Class D. The quality of construction is considered average as defined by the Marshall and Swift Cost Construction Manual.
Roof/Exterior:	Asphalt shingle roof/vinyl clapboard exterior/aluminum gutters/average. One gutter off side and on ground at time of inspection. There is the main front entrance on the north with open porch two side side open porch entrances for access from each parking lot and two single door entrances on each side of the building toward the rear and an outdoor staircase to the small, unfinished basement area. The caretaker indicated the door to the very small, unfinished basement area is stuck and unable to be opened and has been for years.
Foundation/Basement:	Small unfinished basement, approximately 25 -100 sf per the caretaker/parishioner. Note the Town of Dennis shows a 2,688 sf unfinished basement area however the appraiser was advised that this is incorrect and the basement is very small and not currently accessible. The rest of the building is presumed to be on slab. See Extraordinary Assumption herein.
Windows:	Replacement, vinyl clad, double pane
Gross Building Area above ground:	13,470 sf
Actual Age/Effective Age:	Circa 1950 / 15-20
Condition:	Overall average condition.

Interior

There are two large main areas open to each other including the pew area in front or northern portion and a large open area/basketball court in the rear or southern portion. There are several rooms off the open area/basketball court mostly with 10' ceilings, including two entry areas on either side of the building with carpeting and drop tile ceilings; a 24' x 17' kitchen with 4 sinks, 2 older, Maytag gas 5- burner stoves, older appliances, older basic painted wood cupboards; girls and boys changing rooms and showers (10 boys shower stalls and 9 girl shower stalls) and multiple lavatories.

Ceiling/Walls: Wood, cathedral ceiling and walls, in pew area and basketball court/open room area; drop tile ceiling in rooms off basketball court, generally 10'

Floors: Carpet in pew area with some exposed nails, tile floor in basketball/open room area and carpeting in most side rooms. Kitchen has tile floor/lavatories and showers have tile floors.

Age: 1950

Condition: Overall Average

Below-Grade Area: Appraiser not able to access basement per the caretaker as basement door is stuck. Caretaker states basement is very small – estimated to be 25 sf to 100 sf - not 2,688 sf as states in field card. The field card also states the subject property has 10,302 sf of “cooler.” The appraiser has been informed that this is incorrect by the caretaker. The appraiser will assume the field card is incorrect and will assign only minimal value at this time as it is inaccessible. There is an Extraordinary Assumption to this report that there is no working 10,302 sf cooler and that there is not an accessible 2,688 sf unfinished basement area.

Functional Utility: Average

Heating/Cooling: FHA/Gas/CAC

Sewage Disposal: Private, on site septic

Extras: Generator

HISTORY/USE OF THE SUBJECT PROPERTY

This property has been a church since it was built in approximately 1950. The Town of Dennis’ records indicate the most recent deed is from the Barnstable County Registry of Deeds Book 823 Page 293 and the current owner is the Roman Catholic Bishop of Fall River.

LISTING/SALE HISTORY

The subject property is currently listed in the MLS as #73129484 for \$2,300,000 with 141 DOM.

CURRENT ASSESSMENT INFORMATION (FISCAL YEAR 2023)

Owner of Record per Assessor:	Roman Catholic Bishop of Fall River
Property Location:	187 Upper County Road, Dennis, MA
Assessment:	Land \$ 226,700
	Building \$ 1,390,600
	Detached \$ 73,000
	Other <u>0</u>
	Total Assessment \$ 1,690,300

Real Estate Taxes:	Unknown for 2023 with church closed but MLS Listing states taxes were \$9,178 in 2021
Tax Rate for Fiscal 2023:	\$4.67
Assessor's Reference:	Parcel ID# 89-28-0
Lot Size:	3.60 Acres
Property Type Classification Code:	9600 – Church

ZONING & LAND USE REGULATIONS

The subject property is located in the Dennis Port Village Center Area B or DPVC-B.

The principal permitted uses in the DPVC- B zone include one or two dwelling units, commercial or industrial use, child care facility, community residential home recreational indoor use, gift shops, antique shops, arts and crafts shops, general merchandise, food stores, apparel and accessories, furniture and home furnishings, other retail sales, consumer service, restaurants, fast food and take out, professional or business office, bank and home occupation. Uses by special permit include multi-dwelling unit, bed and breakfast, hotel, motel, accessory dwelling unit, for profit education, cemetery, nursing home, assisted living, extended care, family day care, service organization, recreational – outdoor, amusement arcade, funeral home, animal hospital, formular based retail, formula based food service, filling station and research lab.

The Town of Dennis Zoning Bylaws state the following:

8.1 PURPOSES AND INTENT.

In accordance with the Town of Dennis Local Comprehensive Plan, this section supports the development of the Dennisport Village Center District surrounding Route 28 and Upper County Road to promote a more functional and attractive community through the use of recognized principles of urban design, the preservation of structures and open space, and by allowing developers and land owners considerable flexibility in land use and site design.

The Village Center shall promote a variety of land uses and include design elements supporting pedestrian and vehicular accessibility. The Village Center shall provide landscaped public spaces directly accessible from the public right-of-way, appropriate night lighting, sidewalks and landscaped walkways through the parking areas.

A high level of attention to site and building design is required to promote attractive, functional development that is more compatible with residential development than other commercial zoning districts in the Town of Dennis.

The Dennisport Village Center shall include a mix of retail, office, institutional and residential uses, including affordable housing. The Dennisport Village Center may include increased height for upper floor residential uses. The Dennisport Village Center is intended to be a place where visitors and patrons may visit more than one residence and business establishment in a single visit and also enjoy open space accessible to the public.

The Dennisport Village Center shall enhance the economic vitality of the Village, offer a needed mix of commercial services to Village residents and visitors and expand the choice of housing available to Village residents. The Dennisport Village Center shall be a unique and identifiable place, landmark and destination for residents and shall be readily understood as “the heart of Dennisport.” The district shall be well connected to the surrounding neighborhoods to encourage convenient pedestrian and bicycle access.

In addition, the Town of Dennis Zoning Bylaws, Section 8, states:

The Dennisport Village Center has been divided into two distinct areas. The Core area, Dennisport Village Center District Area A, represents the traditional core of Dennisport, is envisioned to contain mostly ground floor commercial space with suitable residential densities located above these facilities to provide a critical population mass to support the commercial district. Dennisport Village Center Area B is envisioned as a slightly lower density mixture of commercial and residential uses.

8.3 PROJECT APPROVAL

Development meeting all the criteria for as-of-right development in the Dennisport Village Center District will be approved by the Building Commissioner.

Development which does not meet the criteria for as-of-right development for the Dennisport Village Center District or requires a Special Permit for Use as described in this section can be approved through the issuance of a Special Permit by the Dennis Planning Board.

8.5 SPECIAL PERMIT USES:

1. In the Dennisport Village Center District any addition of gross floor area, or any reduction in the number of available parking spaces on the site shall be subject to a special permit under this section if the proposed parking does not meet the numerical minimum required by Section 3.1 of the Dennis Zoning By-law.
2. All uses as set forth in Section 2.2.2 Use Regulation Schedule as an "S".
3. The Base Residential density of the Dennisport Village Center shall be 1 unit per 40,000 sf of land area or pre-existing lot of record unless an increase of density is granted by a Special Permit for the creation of mixed income housing opportunities if a minimum of 25% of the total number of dwellings are affordable restricted per the requirements of Section 4.9.4 of this Zoning By-law.

The minimum site size is 40,000 sf and the minimum frontage is 100 feet.

Other setback requirements are as follows:

Dennisport Village Center District Area B

- i. For lots located within the Dennisport Village Center District Area B the minimum front setback shall be 15 feet.

2. Maximum Front Yard Setback Requirements

Where a parcel in the Dennisport Village Center fronts on Route 28 the maximum front yard setback shall be 25 feet.

3. Minimum Side Yard Setbacks

The minimum side yard setback shall be 15 feet unless, by the issuance of a Special Permit the Planning Board determines that a lesser side yard setback may be appropriate. Except adjacent to existing residentially zoned parcels outside the Dennisport Village Center, where the minimum side setback shall be 25 feet.

4. Minimum Rear Yard Setbacks

The minimum rear setback shall be 25 feet unless, by the issuance of a Special Permit the Planning Board determines that a lesser rear yard setback may be appropriate. Except that for through lots that include a Frontage on Route 28, Route 28 shall always be considered the front yard for setback purposes and the secondary street shall be treated as the rear yard for setback purposes.

Accessory open patios or courts, the outside display of merchandise, sidewalk cafes, etc. provided between the building and the sidewalk or adjacent buildings on abutting side property lines are allowed within the setback requirements and are considered to meet the structural setback requirements of this section. Except adjacent to existing residentially zoned parcels outside the Dennisport Village Center.

2. Dennisport Village Center District Area B

The maximum height of buildings or structures, other than accessory rooftop equipment discussed below or special architectural features, is 35 feet or two stories.

Buildings or portions of a building mass over 75 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.

The roof pitch may be interrupted by “dog-house” or “eye-brow” style dormers or sky-lights to provide for daylight and ventilation.

Accessory rooftop equipment may extend to 42 feet, provided that they are set back from the exterior wall(s) by at least 10 feet, and are enclosed or screened with materials compatible with the building and are not visible from the ground. Accessory equipment may not exceed 20% of the roof area.

8.10 GENERAL REGULATIONS

For the purpose of this section the Dennis Planning Board shall adopt Dennisport Village Center Site and Architectural Design Guidelines which shall constitute rules and regulations guiding the implementation of the standards of this by-law.

1. All requests for commercial development of over 2,500 sf, other than the re-use of floor space in existence on April 5, 2004, shall include residential development within the district at the minimum rate of one new dwelling per 5,000 square feet of commercial space. For partial units, less than 0.5 of a unit rounds down to the next lower whole number of units and 0.5 of a unit or greater rounds up to the next higher whole number of units.

2. All site development other than the re-use of space in existence on April 5, 2004 shall be required to include the provisions of “public” areas such as landscaped greenbelts, sidewalks, patios or courts. Such “public” areas may include areas such as outdoor café’s clearly identified for a private purpose that increases the street oriented activity of the site itself. These public areas should include a connected network of streets or walkways to ensure free movements of vehicles, pedestrians and bicycles within the Dennisport Village Center District and connecting to adjacent neighborhoods. These public areas shall provide for pedestrian connections across the front of the site and between the front of the site and parking facilities located on the property. These connections may be provided either within the structure or immediately adjacent to the structure within the site’s setback area.

4. Parking: To maintain a pedestrian-friendly environment, parking lots shall be located behind or beside buildings. On-site parking shall not exceed 5 spaces per 1,000 square feet of building and shall not be less than 50% of the number required based upon Section 3.1 unless authorized by a Special Permit by the Planning Board. Shared use of parking is strongly encouraged. A shared parking agreement shall be submitted with site development plans as part of any Special Permit request. Said shared parking agreement shall address issues such as the maintenance, striping and snow plowing of the shared parking area. Driveways shall not occupy more than 25% of the frontage of any parcel, except for lots less than 40 feet wide. No more than one curb cut on Route 28 shall be allowed for any lot. For lots with alternative access, driveways shall take their access off of the alternative access unless otherwise permitted by Special Permit. For traffic safety and to maintain traffic flow, no new driveways shall be permitted on Route 28 within 200 feet of any intersection.

5. Loading docks, trash compactors, and trash containers shall not be accessed directly from Route 28. Trash compactors shall be enclosed to minimize noise. Trash containers shall be fully enclosed on 3 sides with solid walls a minimum of six feet high with a solid gate, six feet high, which shall be kept closed.

6. Lighting: All developments in the Dennisport Village Center shall use full cutoff light fixtures for exterior lighting. For the purpose of this section, a "full cutoff light fixture" is one in which no more than 2.5% of the total output is emitted at 90 degrees from the vertical pole or building wall on which it is mounted.

7. Primary Commercial Building Entrances: For visibility and accessibility, all primary commercial entrances used by the public shall be visible from the right-of-way and the sidewalk, shall have an entrance directly accessible from the sidewalk and shall be no more than 75 feet from the sidewalk.

3. Landscaping: All developments, other than the re-use of space in existence on April 5, 2004, must be landscaped with appropriate low-water vegetation, including deciduous shade trees within 50 feet of parking areas. Decorative flower beds and containers are excluded from this restriction on water use.

Planting areas should serve as storm water treatment areas often referred to as "rain gardens", as such they should be designed in a way that they are slightly depressed below adjacent parking or sidewalk grades with run-off directed to these areas. Plantings, while encouraging drought resistance, should be capable of withstanding seasonally wet conditions.

Shade trees in parking areas shall be minimum 1 ½ inch caliper at planting and shall be of a species that grows to a minimum of 25 feet in height. These trees shall be in a planting area with a minimum fifty square feet of permeable surface area (Trees located in sidewalk areas shall be allowed to be planted in areas with a minimum of 25 square feet of permeable area). Deciduous street trees shall be planted along streets no farther than 30 feet on center and shall be irrigated and maintained by the owner of the property. Abutting private property owners shall be responsible for maintaining street trees immediately in front of their property in the public right of way. Dead or damaged trees shall be replaced within 30 days of written notice. Street trees shall be a minimum of 1 ½ inch caliper at planting. Irrigation shall be provided and maintained for all landscaped areas. Trees shall not be planted in the 'clear sight' area at intersections and driveways. For the purposes of this requirement, alleys and unimproved rights of way are not considered streets.

Town of Dennis Zoning Map from GIS – Subject Property located in Dennis Port Village Center Area B



-WETLANDS

The southern portion of the subject property contains wetlands – about ¼ of the entire site or the southern portion. The subject property then is subject to the Commonwealth and Town of Dennis Wetlands Protection Act. The Commonwealth of Massachusetts and the Town of Dennis Conservation Commission may review any disruptive change to land located within 100 feet of a wetland via a permit request. There is a filing fee for a permit to the Commonwealth and a filing fee to the Town of Dennis. In addition, there may be additional costs such as consultant fees. The Town may combine the permit and conditions with the State permit and conditions. There is a pre-existing access driveway from Sea Street leading behind the building to the parking lot on the east close to the wetland and the building is close to the wetland.

The Town of Dennis Board of Health regulates the issuance of septic tank permits necessary for residential development pursuant to Title V of the Massachusetts Environmental Code as supplemented by the Town of Dennis Regulations for Subsurface Disposal of Sewage. The Town of Dennis regulates septic tank permitting in environmentally sensitive areas defined as within 100 ft. of marshland requiring a variance from the Board of Health.

Town of Dennis GIS Wetlands Map



-ZONE II

The subject property does not appear to be located in a Zone II.

-FLOOD ZONE

The southern portion of the subject property is in Flood Zone AE shown in blue below. Portions of the subject property are in .2% chance of flooding shown in brown below. The building and eastern parking lot are not in a flood zone.

Dennis GIS Flood Map – AE Flood Zone in Blue



The Town of Dennis zoning by-laws state that any development in the Flood Zone must comply with all applicable wetland regulations, both state and local; all state and local subsurface disposal of sanitary sewage regulations - both state and local; and must comply with the flood resistant construction requirements of the state building code. In addition to obtaining compliance from the Town of Dennis Conservation Commission and Board of Health all as stated above, any potential development would have to comply with the flood resistant construction requirements of the state building code then as well.

PART III - DATA ANALYSIS AND CONCLUSIONS

HIGHEST AND BEST USE

Typically, the appraiser is required to determine the highest and best use of a property in order to determine the market value of the property.

Definition of Highest and Best Use:

Highest and best use is “the reasonably probable use of property that results in the highest value.”

Source: The Appraisal of Real Estate, Fifteenth Edition, Appraisal Institute, Chicago, IL, 2020

The Four Steps:

To estimate the highest and best use of a property, the appraiser utilizes four tests. The projected use must meet all four of these tests: 1) legally permitted, 2) physically possible, 3) economically feasible and 4) most profitable.

Legally Permitted

The subject property has a pre-existing use as a church but there are many other uses of the property allowed in the DPVC-B zone as delineated in the Zoning Section above. The DPVC-B zone provides for and even encourages mixed use such as commercial on the first floor and housing on the second floor or denser residential housing to create a more “village” like walkable area with a special permit required for multi-unit housing.

Physically Possible

The large level lot already physically supports the church structure and large parking lots and would physically support large building and parking areas. There is easy access to the site from the surrounding streets. With the existing flood zone AE to the south, it would be physically possible to expand a structure in the west or east direction out of the flood zone. The parking area on the west in brown (.2% chance) could remain a parking area.

Economically Feasible:

Economic Feasibility is a qualifying term implying the ability of a project or an enterprise to produce a revenue sufficient to pay all expenses and charges, plus a reasonable return on the invested money and recapture of the money invested in the project.

It would be economically feasible to convert the existing structure into multi-unit residential housing or a combination of commercial and multi-unit residential housing or to tear down the existing structure and start fresh as there is high demand for affordable residential housing.

Most Profitable:

It would be most profitable to convert the existing structure or start anew and use the site for multi-unit residential housing or a mix of commercial and multi-unit residential housing as there is high demand for residential housing units. This is a large level lot in a zoning district conducive to creating multiple housing units within walking distance of the village. The subject property has good visibility along three streets and would have commercial appeal as well for any type of permitted commercial endeavor.

APPRAISAL PROCESS

There are three basic approaches typically employed by professional appraisers in estimating market value. These approaches are the direct sales comparison approach, the gross rent multiplier analysis (if a residential property) or the income approach (if an investment property) and the cost approach.

The direct sales comparison approach is based on the proposition that an informed buyer would pay no more for a property than the cost of acquiring another property with equal or nearly equal utility. This approach involves the assembling of data of sales of properties, which have value characteristics similar to those of the property appraised. After comparing the major elements of value, such as location, physical features, and functional or financing differences, adjustments are made accordingly, where necessary, (plus or minus) to account for the differences. A market value is reached through this adjustment process. The appraiser used the sales comparison approach to estimate the value of the subject property.

The cost approach involves a process whereby the estimate of value of the land is added to the depreciated cost of the improvements. The cost approach is most relevant when the real estate to be appraised is new, or nearly new, rather than where there is a high degree of depreciation, as with older structures. The cost approach is particularly appropriate where no active market for a particular type of real estate exists.

The income capitalization method may be described as the investor's approach to value; that is, what an investor would be willing to pay for a property with equal or similar utility. It is appropriate for properties which are bought and sold by reason of their ability to produce income. Initially the appraiser determines the development costs. Direct capitalization is used to derive a value indication as if complete. A discounted cash flow analysis is used to develop a prospective value indication of the property. The subject property would need interior reconstruction to create rental units as it is currently used as a church and churches typically are not rented.

SALES COMPARISON APPROACH

As previously noted, this approach to value provides an indication of value based upon comparison to similar properties which have recently sold.

The Banker and Tradesman/Warren Group Report, CCIMLS and commercial broker websites were used in the search for possible comparable properties that have sold. Initially, the appraiser searched for sales of churches in Dennis and Harwich in the past few years. There were no similar church sales in Dennis and Harwich in the past few years. The appraiser then extended the search to all of Cape Cod. The appraiser found 4 sales included herein. The first three comparable sales included herein are structured like a church and the fourth sale herein is structured more like offices. Comparable Sales #1 and 3 were limited in use in a residential zone and Comparable Sales #2 and 4 had similar zoning to the subject property.

The appraiser then searched for sales of commercial properties in the subject property's area as the highest and best use of the subject property is as converted or torn down for use as a mix of commercial and multi-unit residential housing or just multi-unit residential housing. The appraiser initially searched for sales of commercial properties on at least two acres. The appraiser then extended the search to the neighboring towns of Harwich, Yarmouth and Brewster. The appraiser then extended the search to Dennis but for commercial properties on smaller lots. The appraiser included Comparable Sales #5 through #13.

Thereafter the appraiser examined sales of properties in Barnstable County that could support multiple residential housing units.

Comparable Sale #1:

Type: Church - Use Code 9060
Address: 914 Sandwich Road, Sagamore, MA
Sales Price: \$375,000
Date of Recording: 09/09/2022
Deed Reference: Barnstable County Registry of Deeds (BCRD) Book 35356
Page 49
Map/Parcel: 12.3-39-0
Grantor: Roman Catholic Bishop
Grantee: 914 Sandwich Rd LLC
Gross Building Area: 2,623 sf first floor plus 2,445 sf total basement area with
2,445 sf finished basement = 5,068 gba
Price Per SF GBA: \$74/sf gba
Age/Condition: 93 Years/Average
Site Size: .96 acres or \$390,625/acre
Zoning: Residential-1
Source: Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: This is a beautiful old church with intricate, wood
interior/ceiling located on the east side of the canal road but
north of the Sagamore bridge in Sagamore Village. There
is a parking lot for 50 cars. The assessor indicated it had
not been used as a church since 2008. The assessor rates
the building as average+. It has exterior wood shingle and
wood shingle roof, interior wood, carpeting and vinyl
flooring, intricate wood ceiling and has oil FHA and no AC
and one half bath. This property is in a residential zone so
much more restrictive use.

914 Sandwich Road, Sagamore



Comparable Sale #2:

Type: Church - Use Code 9600
Address: 94 Stevens Street, Hyannis, MA
Sales Price: \$995,000
Date of Recording: 08/02/2023
Deed Reference: BCRD Document No. 1,485,396 on Certificate of Title No. 233602
Map/Parcel: 309-231-0
Grantor: First Church of Christ
Grantee: 94 Stevens St LLC
Gross Building Area: 5,431 sf first floor = 5,431 gba
Price Per SF/GBA: \$183/sf gba
Age/Condition: 73 Years/Average
Site Size: 1.04 acres or \$956,731/acre
Zoning: DV – downtown village
Source: Commercial Broker website/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: This property is considered superior grade per the assessor information: wood shingle exterior, asphalt shingle roof, hardwood and vinyl interior floors and has a similar interior to the subject. This property also has a large parking lot.

94 Stevens Street, Hyannis



Comparable Sale #3:

Type: Church-Temple - Use Code 9600
Address: 4956 and 4966 Falmouth Road, Cotuit, MA
Sales Price: \$855,000
Date of Recording: 01/19/2023
Deed Reference: BCRD Book 35600 Page 126
Map/Parcel: 9-34-0 and 2-4-0
Grantor: Gateway Christian Center, Inc.
Grantee: Harbor Church, Inc.
Gross Building Area: 8,334 sf first floor and 7,200 sf basement = 15,544 gba
Price Per SF GBA: \$55/sf
Age/Condition: 1988/55 Years/Average
Site Size: 5.78 acres or \$147,924/acre
Zoning: Residential
Source: Warren Group/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: This property is newer and had a recent 600 sf portico addition and solar panels added and has a large paved parking lot. 4956 Falmouth Road is 4.75 acres and the vacant lot sold with this parcel known as 4966 Falmouth Road is 1.03 acres. This vacant lot has an outdoor basketball court. This property has inferior zoning but Route 28 is lined with commercial properties.

4956 and 4966 Falmouth Road (Route 28), Cotuit, MA



Comparable Sale #4:

Type: Church - Use Code 9600
Address: 307 Falmouth Road/Route 28, Hyannis, MA
Sales Price: \$350,000
Date of Recording: 05/27/2022
Deed Reference: BCRD Doc. No. 1,460,018 on Cert. of Title No. 230077
Map/Parcel: 292-287
Grantor: The Northeastern Conference Corporation of Seventh Day Adventists
Grantee: Elite Connection LLC
Gross Building Area: 2,562 sf first floor plus 1,792 sf total basement area with 1,067 sf finished = 4,345 gba
Price Per SF GBA: \$81/sf gba
Age/Condition: 50 Years/Average
Site Size: 6 acres or \$583,333/acre
Zoning: Mostly HB/portion RB
Source: Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: The assessor classifies the building as below average grade, with wood on sheath exterior, asphalt shingle roof, carpet floor interior, 1.5 baths, suspended ceiling and walls and gas FHA/CAC. The finished basement is walkout and is an open function room. This property is on town sewer. This property is not as typical an exterior church structure so conversion to another use would be easier. This property was listed in the CCIMLS as #22007294 on 10/11/2020 for \$575,000 and eventually sold for \$350,000 on 05/26/2022. After this sale, the new owner relisted the property as CCIMLS #22206110 for \$729,900 on 12/01/22 which expired on 09/01/23. This property is an HB zone with multiple uses.

307 Falmouth Road/Route 28, Hyannis



Appraisal Company of Cape Cod, Inc.

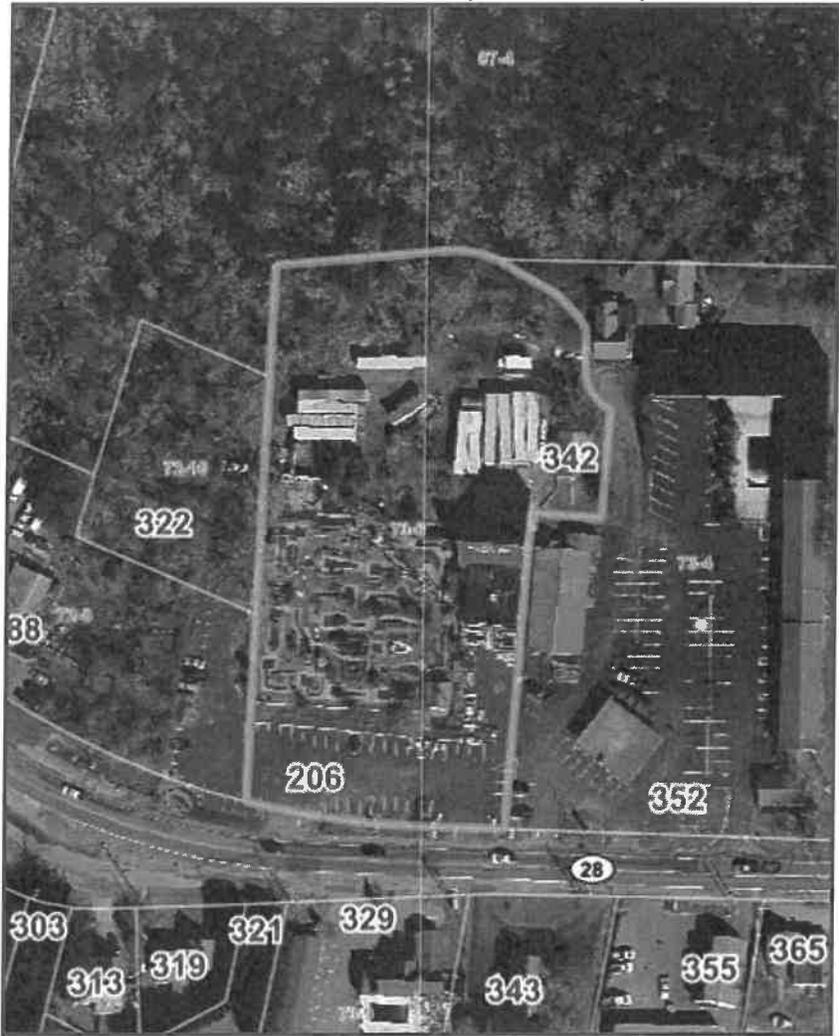
Comparable Sale #5:

Type: 3880: Outdoor Recreation
Address: 342 and 322 Main Street, Dennis Port, MA
Sales Price: \$1,500,000
Date of Recording: 04/26/2023
Deed Reference: BCRD Book 35751 Page 56
Map/Parcel: 73-6-0 and 72-10-0
Grantor: Drive O-Rama, Inc.
Grantee: Cwhh Realty LLC
Gross Building Area: 4,488 sf first floor gift shop with 1,872 finished mezzanine area and 768 sf detached, first floor house used for storage, with 154 sf unfinished basement and 384 sf unfinished attic = 7,666 gba; the property also includes a mini-golf putting green and portion of a parking lot
Price Per SF/GBA: \$196/sf gba
Age/Condition: Circa 1958; Average Condition
Site Size: 2.49 Acres or \$602,000/acre
Zoning: General Commercial II/AE Flood Zone
Source: Banker and Tradesman Warren Group/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: This sale is of a large gift shop, bumper car building, a detached single family home used as a warehouse and an outdoor mini-golf course assessed for \$65,500. The General Commercial II zone allows for some additional uses such as light industry and sale of motor vehicles with a special permit and allows for multi-dwelling units.

342 and 322 Main Street, Dennis Port



342 and 322 Main Street, Dennis Port, MA



Comparable Sale #6:

Type: Restaurants/Bars - 3260
Address: 626 Main Street, Dennis Port, MA
Sales Price: \$635,000
Date of Recording: 07/15/2022
Deed Reference: BCRD Certificate of Title No. 230519
Grantor: Christopher J. Grimaldi, Trustee
Grantee: Joseph Baker House Dennisport LLC
Gross Building Area: 4,073 sf first floor, 2,760 sf second floor and 4,055 sf total basement area with 4,055 sf finished basement = 10,888 gba
Price Per SF/GBA: \$58/sf gba
Age/Condition: 123 Years/Fair Condition
Site Size: .81 acres or \$784,000/acre
Zoning: Dennisport Village Center Area B/Portion .2% Flood
Source: B&T Warren/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: The assessor indicates this property is of average quality construction with asphalt shingle roof, painted clapboard exterior walls, interior softwood floors and wood panel walls with gas FHA and CAC. This property was a well known bar for many years but has not been open for some time. This property straddles Route 28 and Upper County Road. This property has been relisted for sale for \$1,495,000 as CCIMLS#22301872 with 184 DOM with property surveys, site engineering, drawings, traffic studies, environmental assessments and architectural plans for an over 20,000 sf building with 24 apartments or condos, 6 of which would be affordable. There would be a retail space along Route 28 as well. Due to its smaller site size, this property is considered inferior to the subject property.

626 Main Street, Dennisport



626 Main Street, Dennis Port, MA



Comparable Sale #7:

Type: Mixed Use/Comm - 0310
Address: 401 Main Street, West Dennis, MA
Sales Price: \$975,000
Date of Recording: 4/1/2022
Deed Reference: BCRD Book 35019 Page 246
Grantor: Columns Building LLC
Grantee: Columns Development LLC
Gross Building Area: 3,361 sf first floor, 1,731 sf second floor and 1,008 sf unfinished basement = 6,000 gba
Price Per SF/GBA: \$163/sf gba
Age/Condition: Antique circa 1861/Fair Condition
Site Size: 14.940 acres or which about 1.19 acres is not wetland or \$819,000/acre
Zoning: West Dennis Village Center/Mostly AE
Source: B&T Warren/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: This property was a sea captains home and was a well known restaurant/bar. It had been vacant for many years. The previous owner planned on repairing the sea captain's home and building an additional new building for a total of 16 housing units – 4 of which would be affordable housing. The previous owner estimated the cost would be \$8.3 million and attempted to obtain funding from the Town for \$300,000 which was vetoed by town vote. The property was put back on the market and purchased by new owners who intend to restore the home. The West Dennis Village Center is similar to the subject property zone in that it provides flexibility in zoning but specifically is designed to create an artistic, historic village center. The zoning bylaws state this zone envisions “ground floor commercial space with suitable residential densities located above these facilities to provide a critical population mass to support the commercial district.”

401 Main Street, West Dennis, MA



401 Main Street, West Dennis, MA – only north portion not wetland



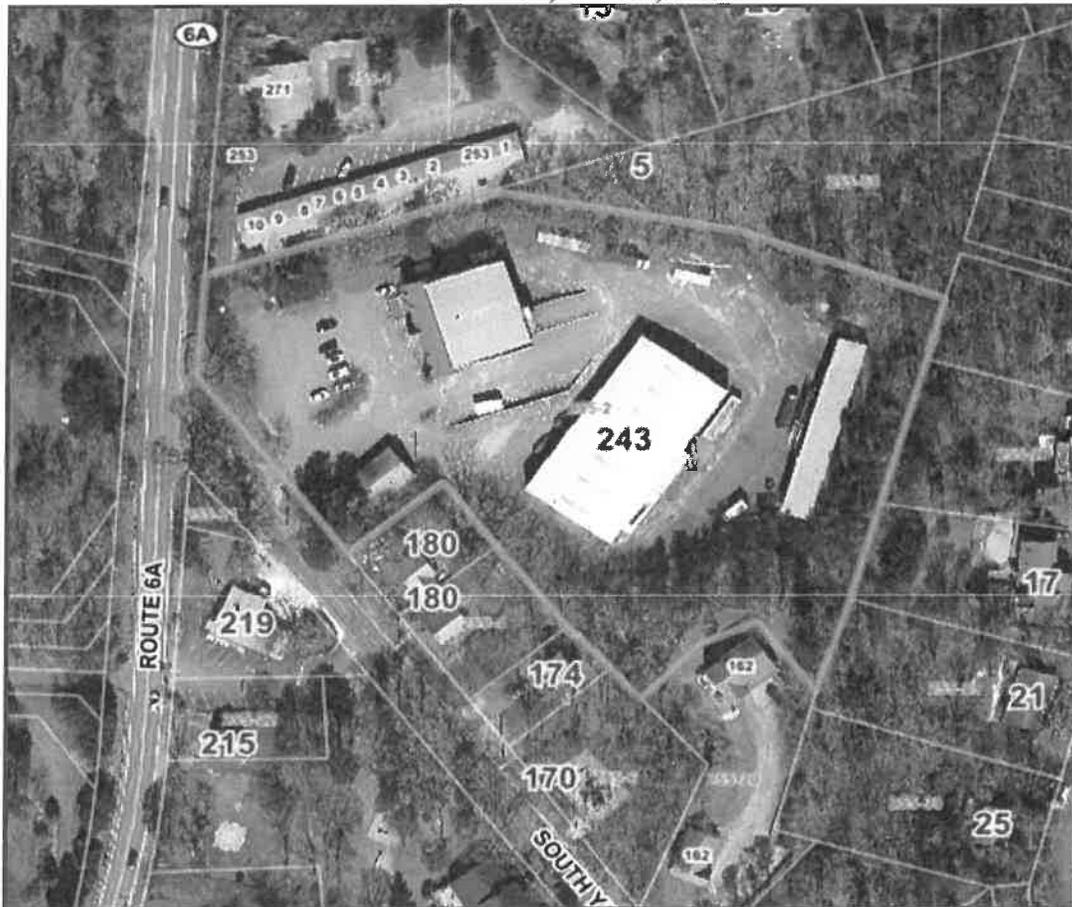
Comparable Sale #8:

Type: Small Retail - 3250
Address: 243 Route 6A, Dennis, MA
Sales Price: \$1,600,000
Date of Recording: 02/10/2022
Deed Reference: BCRD Book 34897 Page 342
Grantor: Michael E. Powers
Grantee: 3 P Properties LLC
Gross Building Area: 6,288 sf first floor, 6,228 sf second floor and 2,528 sf unfinished basement area = 14,984 sf plus a second building warehouse of 7,710 sf = 22,694 sf gba
Price Per SF/GBA: \$71/sf gba
Age/Condition: 1988 Years/Average Condition
Site Size: 3.340 acres sf or \$479,000/acre
Zoning: Limited Business/Old Kings Highway Historic District
Source: B&T Warren/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: This property was a very large open style building with various antique dealers' displays. The property was converted into a lumber business after the sale. The photo shows improvements to the property after the sale. The Limited Business zone is considered inferior to the subject property DPV-C-B zone as a special permit is needed for retail and restaurant use and no formula based retail or food service is allowed. In addition, the decrease in site size for an affordable housing development must be approved by the Board based on if its compatible with the adjacent neighborhood and this could be an issue on historic Route 6A. This property has access off two roads.

243 Route 6A, Dennis, MA



243 Route 6A, Dennis, MA



Comparable Sale #9:

Type: Mixed Use/Comm - 0310
Address: 19 Main Street, Dennis Port, MA
Sales Price: \$1,400,000
Date of Recording: 02/02/2023
Deed Reference: BCRD Book 35623 Page 54
Map/Parcel: 70-4-0
Grantor: John N. Contonio, Trustee
Grantee: Curtis S. Felix, Trustee
Gross Building Area: 2,215 sf first floor and 1,356 sf second floor in one building with office in the front along Route 28 and second floor apartment in the rear with deck and 3,744 sf first floor and 2,574 sf second floor in warehouse style building with minimal interior finish and 2,743 sf in base area and unfinished mezzanine area in minimal interior finish third building for a total of = 12,632 gba
Price Per SF/GBA: \$111/sf gba
Age/Condition: Circa 1940 and 1950; Overall Average Condition but apartment had renovations
Site Size: 1.0 Acre on Swan River or \$1,400,000/acre riverfront
Zoning: General Commercial II/All in AE Flood Zone
Source: Banker and Tradesman Warren Group/CCIMLS/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: This property is on the Swan River. The improvements currently make up 8 commercial units per the CCIMLS. There is a residential apartment on site as well that had some interior renovations per the CCIMLS and a deck on the back with a view of the river although the deck and exterior of the building did not appear to be renovated. This property has large frontage on a side street as well to access the rear commercial buildings.

19 Main Street, Dennis Port, MA



19 Main Street, Dennis Port, MA – access off 2 streets



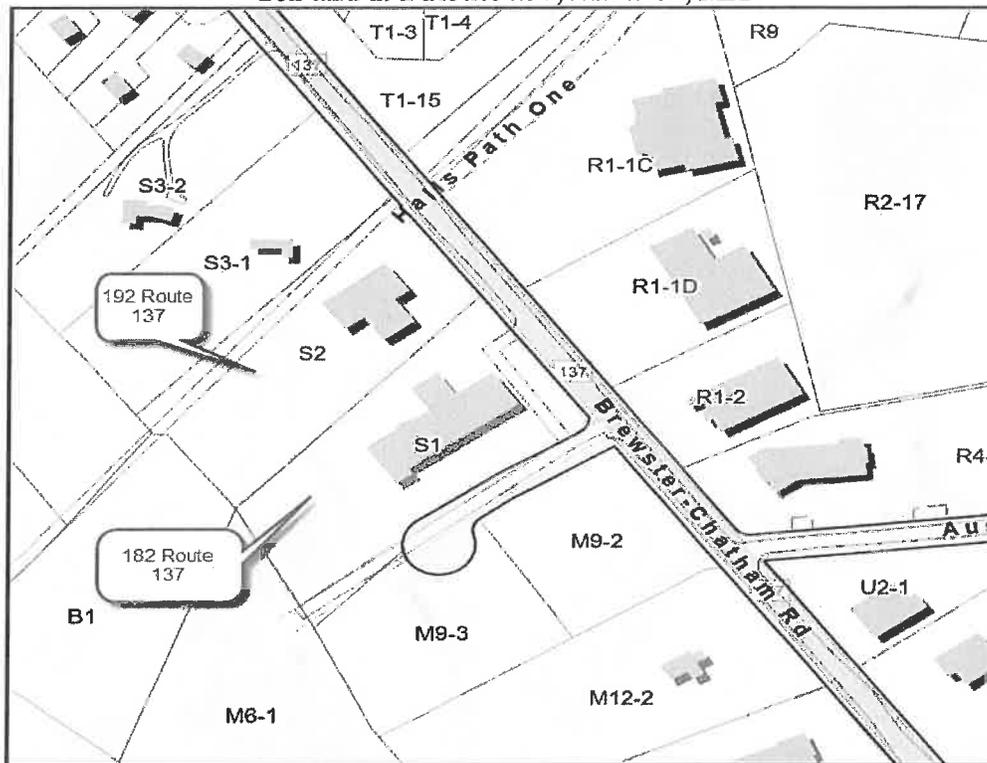
Comparable Sale #10:

Type: Auto Sales/Serv – 3310
Address: 182 Route 137, Harwich, MA
Sales Price: \$4,500,000
Date of Recording: 10/20/2023
Deed Reference: BCRD Book 35623 Page 54
Map/Parcel: 97-S1-1
Grantor: Peter S. Stagg, Trustee
Grantee: Onesource Properties LLC
Gross Building Area: First floor 19,050 sf = 19,050 total GBA
Price Per SF/GBA: \$236/sf gba
Zoning: CH-2/Six Ponds District/DWRPD (Drinking Water Resource Protection District)
Source: Banker and Tradesman Warren Group/
CCIMLS/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: The improvements consist of a large, pre-fab metal building used as a car dealership. The proposed new owner first obtained a variance from the Harwich Board of Appeals to use the property as a retail lumberyard. The Six Ponds District first 400' from Route 137 allow for moderate density "while minimizing impacts to its resources." The CH-2 district allows for mixed-use development with 10,000 sf per residential unit and 33% at least of commercial on first floor facing highway. This is considered more restrictive zoning than the subject property for residential development. This is a larger lot as the subject property is an irregular shape and the southern portion is wetland and this comparable sale has superior accessibility for a commercial activity like a lumberyard as it is close to the highway and there is easy access in and out for trucks. The median single family home price to date in Harwich per the CCIMLS is \$742,500 vs. \$650,000 for Dennis. The median condo price to date in 2023 in Harwich per the CCIMLS is \$393,750 vs. \$305,000 in Dennis.

182 Route 137, Harwich, MA



182 and 192 Route 137, Harwich, MA



Comparable Sale #11:

Type: Small Retail – 3250
Address: 192 Route 137, Harwich, MA
Sales Price: \$2,300,000
Date of Recording: 12/9/2022
Deed Reference: BCRD Book 35531Page 207
Map/Parcel: 97-S2-0
Grantor: Morris Management Inc.
Grantee: Rpm Carpet Re LLC
Gross Building Area: 8,864 sf first floor plus 800 sf second floor plus 848 unfinished attic for a total of = 10,512 gba
Price Per SF/GBA: \$219/sf gba
Age/Condition: 2005/Good Condition
Site Size: 2.95 Acres or \$779,661/acre
Zoning: CH-2/Six Ponds/ DWRPD (Drinking Water Resource Protection District)
Source: Banker and Tradesman Warren Group/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: The improvements consist of a large, newer building being used a carpet showroom. See notes above for differences in Towns and zoning.

192 Route 137, Harwich, MA



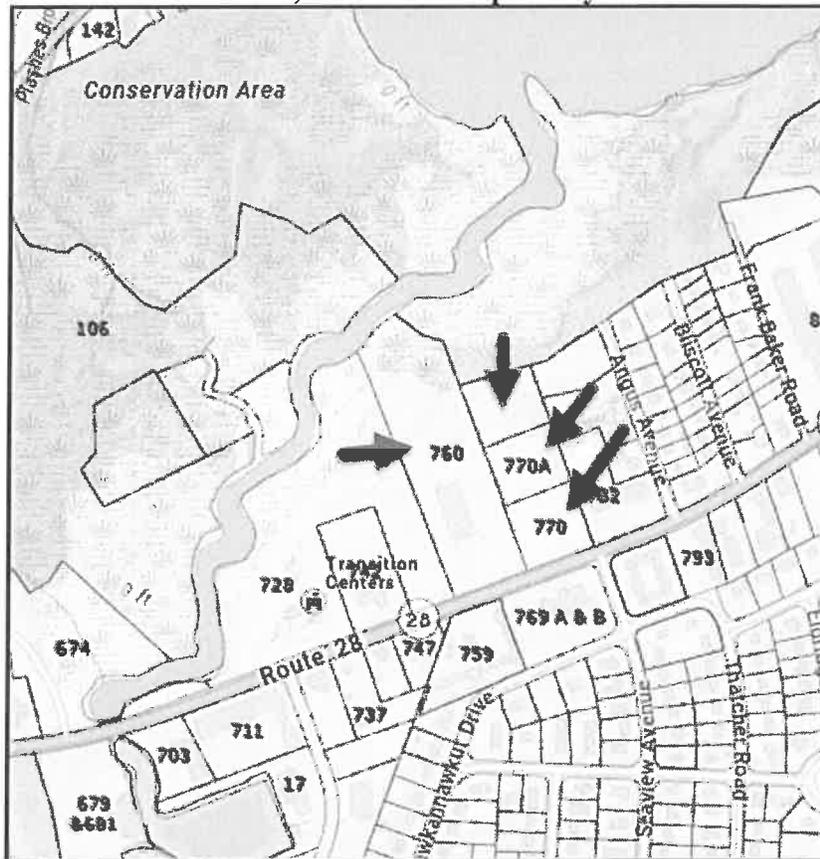
Comparable Sale #12:

Type: Commercial - 3300
Address: 760 Route 28 and three lots Map 33 Parcels 38, 39 and 40, South Yarmouth, MA
Sales Price: \$5,000,000
Date of Recording: 12/1/2021
Deed Reference: BCRD Book 34709 Page 146
Map/Parcel: 33-36.1-0
Grantor: Dewitt P. Davenport, Trustee
Grantee: Mash Realty LLC
Gross Building Area: 11,715 sf first floor gba
Price Per Square Foot: \$427/sf gba
Age/Condition: 1988/Good Condition
Site Size: 7.29 Acres –small portion in rear wetland along the Parker River or \$685,871/acre
Zoning: B3 and B1/Village Center 2/Hotel-Motel Overlay/All in AE Flood Zone – mostly AE-11 and rear AE-12
Source: Broker/Banker and Tradesman Warren Group/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: This property consists of four lots totaling 7.03 acres. The main lot is 4.54 acres with a car sales building and there are three contiguous lots to the east each about 40,000 sf. This property is considered superior due to its site size and has about 435 feet of frontage on Route 28. This property is located in a similar zone to the subject property. The Village Center zone controls and the purpose of the VC-2 zone is to “encourage development and redevelopment that focuses on residential uses with a mix of compatible, smaller commercial uses that will encourage people to live, work and shop in the district to promote a walk-able, livable neighborhood.” The use as an auto retail is not allowable in the VC-2 or B3 zone (which is the main 760 Route 28 lot and the lot along Route 28) but is allowable with a Board of Appeals special permit in the B-1 zone which are the two northern and middle lots shown above. The use then as an auto dealer is likely a pre-existing use and the new owner continued to lease to the auto dealer. A portion of the rear of the property would be restricted in development due to the river setbacks. The median single family home price to date in 2023 in Yarmouth per the CCIMLS Fast Stats is \$592,000 vs. \$650,000 for Dennis. The median condo price to date in 2023 in Yarmouth per the CCIMLS is \$395,000 vs. \$305,000 in Dennis. Dennis and Yarmouth share a regional school system.

**760 Route 28, South Yarmouth, MA and three lots including 770 Route 28 and 770A
Route 28**



**760 Route 28, South Yarmouth, MA and three lots including 770 Route 28 and 770A
Route 28 – one, rear lot not separately numbered**

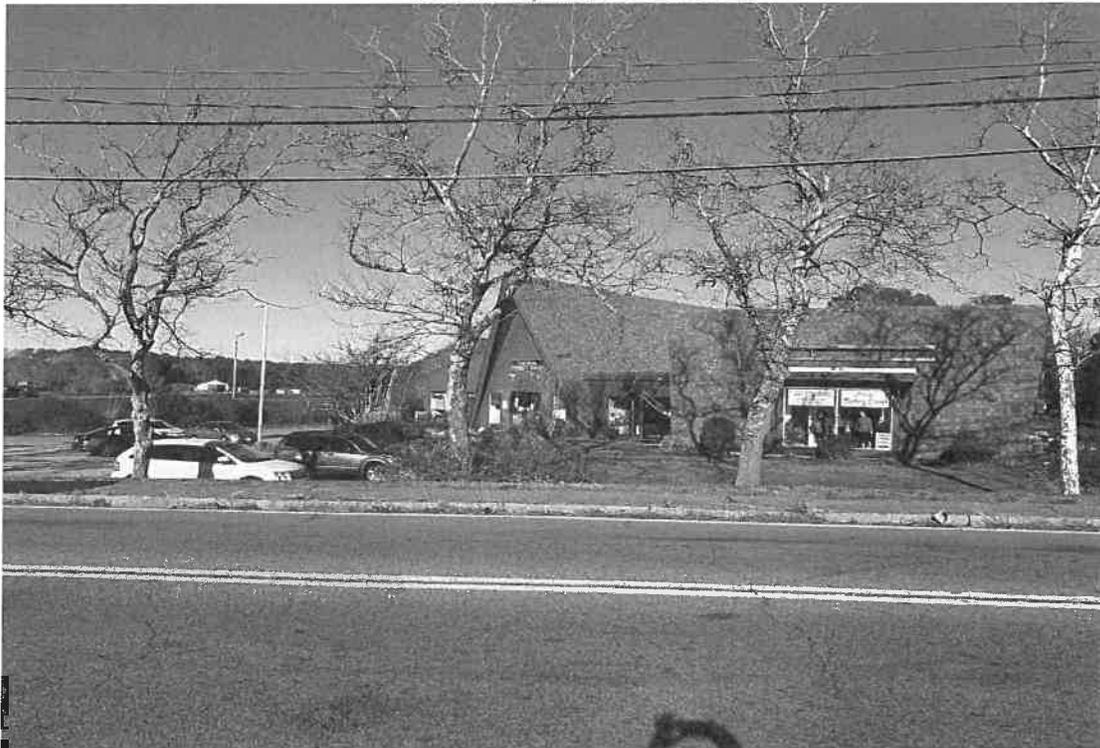


**Flood Map for 760 Route 28, South Yarmouth, MA and three lots including 770
Route 28 and 770A Route 28 showing Village Center area in the AE zone**

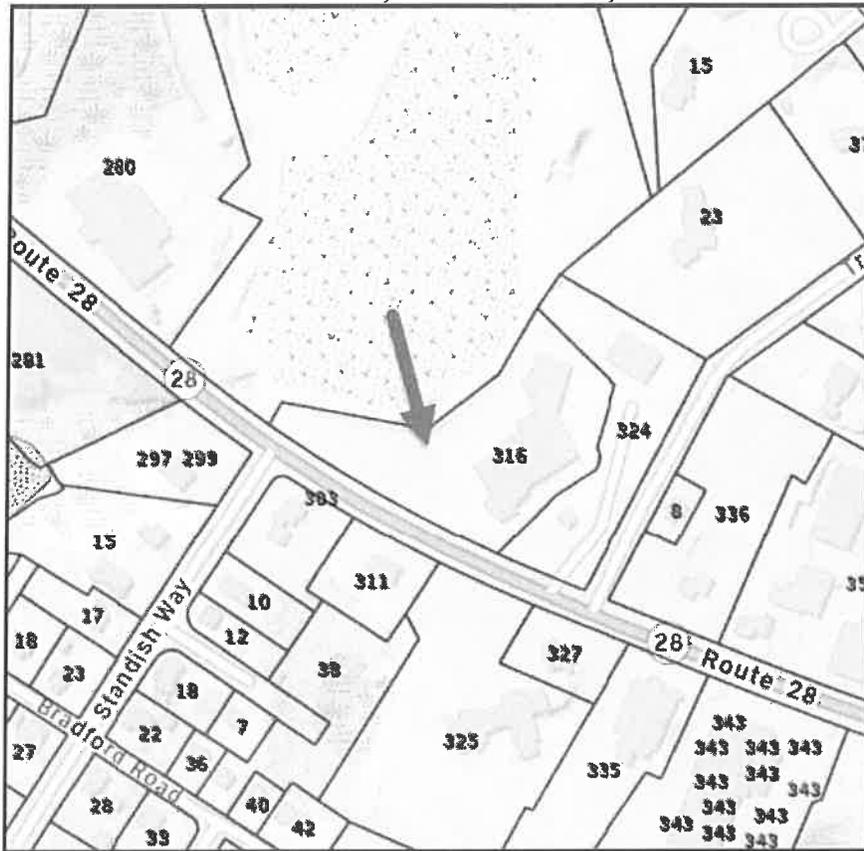


Comparable Sale #13:

Type: Mixed Residential/Commercial: 0101 and 322
Address: 316 Route 28, West Yarmouth, MA
Sales Price: \$1,250,000
Date of Recording: 10/31/2023
Deed Reference: BCRD Book 36065 Page 19
Map/Parcel: 25-A001-0
Grantor: Joan T. Simpson, Trustee
Grantee: Cranberry View LLC
Gross Building Area: 15,370 sf first floor open retail area, 741 sf finished basement and 560 sf apartment = 16,671 gba
Price Per Square Foot: \$75/gba
Age/Condition: 1930/Average
Site Size: 2.09 Acres – \$598,086/acre
Zoning: B3/Hotel-Motel Overlay/R.O.A.D. Overlay
Source: Banker and Tradesman Warren Group/Assessors/BCRD
Prior Sales History: This property had not sold within the prior year.
Comments: The R.O.A.D. overlay district in Yarmouth was enacted in an effort to revitalize Route 28 in Yarmouth. This zoning allows flexibility with developers to improve the properties in this district and offers development incentives. B-3 does not allow for multi-unit residential developments even within the R.O.A.D. overlay district so this zoning is considered inferior. Abuts cranberry bog.
316 Route 28, West Yarmouth



316 Route 28, West Yarmouth, MA



The following is a list of sales of smaller site size commercial property sales in Dennis:

Location	Sale Date	Sale Price	Site Size	GBA	Price/GBA	Price/Ac	Zone	Comments
1. 49 Main Street, DP	3/16/2023	\$439,000	.56 Acres	1,880	\$234	\$783,929	GC1/AE	Frmly Subway restaurant
2. 255 Lower County Rd, DP	10/23/2023	\$373,000	.25 Acres	2,184	\$171	\$1,492,000	ResrtRes/AE	Vacant gift store
3. 168 Lower County Rd, DP	5/23/2023	\$550,000	.21 Acres	1,784	\$308	\$2,619,048	ResrtRes	Vacant deli and conv. Store and one car garage
4. 276 Main Street, Dennis	4/26/2023	\$575,000	.18 Acres	2,200	\$261	\$3,194,444	WD V-C	Retail store and apartment
5. 31 Main Street, DP	4/5/2023	\$502,000	.24 Acres	2,217	\$226	\$2,091,667	GC II/AE	Honey Dew Donut
6. 331 Main Street, Dennis	10/6/2022	\$650,000	.81 Acres	4,680	\$139	\$802,469	WD V-C	Auto Repair
7. 587 Main Street, DP	12/17/2021	\$249,000	.14 Acres	1,285	\$194	\$1,778,571	DP V-C	Frmr Restaurant

Of note, 56 Edwards Avenue, Dennis Port, MA, a 1.07 acre lot with three buildings, sold for \$1,300,000 on 1/07/2020. All the buildings were circa 1960s-1970s. One of the buildings had 3,124 gba and a 672 sf garage for a total of 3,796 gba; a second building had 1,788 gba; and the third building was a single family home of 2,267 sf, 4 bedroom, 2 bath. This property is located in the same D-CV zone as the subject property. \$166/gba.

Of note, the property located at 103 Main Street, West Dennis, MA, is a 1.18 acre lot with a circa 1980, professional office building consisting of a 3,692 sf first floor, with a 640 sf finished attic and a 625 sf unfinished basement, and is listed for sale for \$799,000 and has been on the market for some time. This property is in the GC-II zone and AE zone. Asking \$216/gba.

Comparable Sales for land values:

1) see Comparable Sale # 6 above - 626 Main Street (Route 28), Dennis Port, MA is a .81 acre lot. This property has been relisted for sale for \$1,495,000 as CCIMLS#22301872 with property surveys, site engineering, drawings, traffic studies, environmental assessments and architectural plans for an over 20,000 sf building with 24 apartments or condos, 6 of which would be affordable. There would be a retail space along Route 28 as well. Due to its smaller site size, this property is considered inferior to the subject property. \$1,845,679/acre.

2) the property located at 71 Main Street (Route 28), Dennis Port, MA is under contract as of 10/31/2023 and was listed for sale as CCIMLS #22206244 for \$479,000 with 321 DOM and is a .5 acre lot with a 820 sf building that needs to be restored or demolished. This is in a flood zone. This is zoned General Commercial II. \$958,000/acre.

3) the property located at 209 Main Street (Route 28), West Dennis, MA consisting of a .56 acre lot was listed in the CCIMLS#22302722 for \$1,100,000 for 69 days and then cancelled. This lot had a special permit for the lot to build 8 condo units. This property was listed multiple times previously. The property was purchased by the previous owner for \$350,000 on 1/9/2018 with an antique home and barn. It was listed for \$625,000 by

the previous owner with an antique home and barn from 05/31/18 to 11/30/19 and this expired. The antique home and barn were demolished and removed in 2020 by the previous owner and relisted by the previous owner on 09/21/21 to 11/10/21 for \$895,000 with an 8 condo permit subject to bankruptcy approval indicating the previous owner was in financial trouble. Then relisted by the previous owner from 11/16/21 to 3/16/22 for \$850,000 with an 8 condo permit subject to bankruptcy approval still. The property then was foreclosed on in July 2022 and purchased by the current owner for \$205,000 and is now being reoffered for sale with the 8 condo permit again for \$1,100,000.

4) the property located at Forsythe Avenue, Yarmouth, MA consisting of a 3.28 acre or 143,000 sf lot sold for \$750,000 on 10/18/2023. This lot is in the Business 1 District which allows for most commercial uses but does not allow for multi-unit development. This lot is considered inferior to the subject property. \$228,659/acre.

5) a vacant 2.0 acre lot located at 1533 Main Street, Chatham, MA was purchased by the Town of Chatham for \$1,375,000 on 11/4/2022 with the intent to put in affordable housing of 25-40 units. This is in a more restricted, residential zone but the Town can change the zone for housing. \$687,500/acre

Site size adjustments are made on upland portions of the subject property and comparable sales only.

Comparable Sales Grid

Subject	Sale #1	Sale #2	Sale #3	Sale #4	Sale #5	Sale #6	Sale #7	Sale #8	Sale #9	Sale #10	Sale #11	Sale #12	Sale #13
187 Upper County Rd., Dennis Port	914 Sandwich, Sagamore	94 Stevens St, Hyannis	4956 - 4966 Falmouth Rd, Cotuit	307 Route 28, Hyannis	342 & 322 Main St, Dennis Port	626 Main St, Dennis Port	401 Main St, West Dennis	243 Route 6A, Dennis	19 Main St, Dennis Port	182 Rte 137, Harwich	192 Rte 137, Harwich	760 Route 28, South Yarmouth	316 Route 28, West Yarmouth
Market Value	\$375,000	\$995,000	\$855,000	\$350,000	\$1,500,000	\$635,000	\$975,000	\$1,600,000	\$1,400,000	\$4,500,000	\$2,300,000	\$5,000,000	\$1,250,000
	\$74	\$183	\$55	\$81	\$196	\$58	\$163	\$71	\$111	\$236	\$219	\$427	\$75
	9/9/2022	8/2/2023	1/19/2023	5/27/2022	4/26/2023	7/15/2022	4/1/2022	2/10/2022	2/2/2023	10/20/2023	12/9/2022	12/9/2022	10/31/2023
Average	Average	Average	Average	Average	Average	Average	Average	Average	RiverFr	Average	Average	Average	Average
	0%	0%	0%	0%	0%	0%	0%	0%	-10%	0%	0%	0%	20%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$11)	\$0	\$0	\$0	\$15
13,470	5,068	5,431	15,544	4,345	7,666	10,888	6,000	22,694	12,632	19,050	10,512	11,715	16,671
	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
	\$83	\$74	-\$7	\$105	\$38	\$12	\$62	-\$20	\$3	-\$15	\$14	\$7	-\$10
73/Avg	93/Avg	73/Avg	35/Avg+	50/Avg	70/Avg	123/Avg-	172/Avg	35/Avg+	73/Avg	49/Avg	18/Gd	35/Gd	93/Avg
	0%	0%	-10%	0%	0%	10%	0%	-10%	0%	0%	-30%	-25%	0%
	\$0	\$0	(\$6)	\$0	\$0	\$6	\$0	(\$7)	\$0	\$0	(\$66)	(\$107)	\$0
117,617	41,818	45,302	251,777	28,136	108,484	35,284	51,687	145,490	44,867	134,165	128,502	134,165	91,040
	52%	31%	-30%	67%	0%	33%	17%	2%	13%	-1%	-1%	-1%	5%
	\$34	\$34	\$17	\$54	\$0	\$19	\$19	\$3	\$15	\$2	\$2	\$2	\$3
DP V-C	Res	DV	Res	HB/Wet	GC II/AE	DP V-C	WD V-C	LB	GC II/AE	CH-2/SP	CH-2/SP	VC-2/HM/ROAD	B3/HM/ROAD
	30%	-10%	30%	0%	10%	0%	0%	20%	10%	20%	20%	0%	20%
	\$22	(\$18)	\$17	\$0	\$20	\$0	\$0	\$14	\$11	\$47	\$44	\$0	\$15
None	None	None	None	None	Min Golf Crs	None	None	None	None	Harwich	Harwich	None	None
	0%	0%	0%	0%	-5%	0%	0%	0%	0%	-10%	-10%	0%	0%
	\$0	\$0	\$0	\$0	(\$10)	\$0	\$0	\$0	\$0	(\$24)	(\$22)	\$0	\$0
	\$139	\$90	\$38	\$106	\$48	\$37	\$81	(\$16)	\$18	\$7	(\$32)	(\$101)	\$23
	\$213	\$273	\$93	\$186	\$243	\$95	\$244	\$54	\$129	\$243	\$187	\$326	\$98
	188%	49%	70%	131%	24%	63%	50%	-23%	17%	3%	-14%	-24%	31%

Sales Analysis:

The average adjusted gba/sf of the above sales is \$183 and the median gba/sf is \$187 and the adjusted sales range from a low of \$93/sf gba for Comparable Sale #3 in a residential zone and \$95/sf gba for Comparable Sale #6 in the same zone as the subject but a smaller lot but likely intended to be torn down, to a high of \$326/sf gba for Comparable Sale #12 in a similar zone to the subject property and continuing to use the superior improvements as an auto dealership. Generally, the larger the gba, the smaller the price per gba. As the appraiser determined the highest and best use of the subject property is not as a church but rather as multi-unit residential with or without a mix of commercial, the appraiser considers the subject property to be in the lower price per sf/gba as the church will likely either be gutted with just the exterior shell and wooden interior ceiling retained or razed altogether. Based on these sales, and considering Comparable Sales # 5, 6, 7 and 9 to be most similar in location to the subject property, the appraiser estimates the sf/gba for the subject property to be \$175/sf gba or \$2,357,250.

In estimating the price per acre for the subject property as if vacant, as a portion of the subject property is wetland, only about 2.7 acres will be developable. Comparable Sale

#2 (\$975,000 an acre) and Comparable Sale #6 (\$635,000 for .81 acres or \$756,000/acre) both in similar zones to the subject property were purchased with the intention to tear down the structures. The subject property also has the benefit of the parking areas in place and can remove any portion of these areas that are not needed but as they extend to the whole area, and they will likely be used. The subject property's price per acre based on these sales and the sales below of properties purchased for possible housing (Average \$905,000/price per acre) is estimated to be \$800,000 to \$900,000/acre or \$2,160,000 to \$2,430,000.

Estimated Market Value: $13,470 @ \$175 = \$2,357,250$

Supported by Estimated Market Value: 2.7 acres @ \$800,000-\$900,000/acre or =
\$2,210,000 - \$2,430,000

-CONSIDERATION OF SALES OF PROPERTIES THAT CAN ACCOMODATE MULTIPLE HOUSING UNITS

The Town of Dennis has informed the appraiser that the Town would like to convert the subject property into residential housing units and remove the current structure. The appraiser then also examined 5 sales and 1 listing of commercial properties purchased for possible conversion to residential housing units. The “Units” column in the grid represents the number of potential allowable residential units – some are proposed and some are actually approved.

Comparable Sale #1 is a bank being rebuilt and residential units are being created. Comparable Sale #2 allows 29 units. Comparable Sale #3 is a vacant 3.55 acre parcel of land fronting on Route 28 in Chatham and Comparable Sale #4 is a vacant 2.75 acre parcel of land fronting also on Route 28 in Chatham. Comparable Sale #4 and Comparable Listing #6 are discussed above in this report. Comparable Listing #6 states it has permitting for 24 units. The subject property should allow for more than 24 units due to its larger site size. The range in unit value is \$24,875 to \$72,414. Comparable Listing #6 is still on the market @ \$62,292 per unit and this property has already done all the preliminary plans etc. to develop the same. **If valued at \$55,000 unit x 36 units = \$1,980,000 rounded to \$2,000,000.**

Photos of the additional Comparable Sales # 1 - 4 above for unit value are shown on the following pages.

	Address	Property Use	Last Sale Date	Last Sale Price	Lot Size Acre	Pr./Ac Lot	UNITS	Pr/Unit
1	763 Main St. Falmouth	Bank	1/5/2022	\$2,260,000	1.92	\$1,177,083	49	\$46,122
2	17 Nells Way, Orleans	Outdoor Mall	7/16/2021	\$2,100,000	4	\$576,923	29	\$72,414
3	1652 Main St. Chatham	Vac. Comm. Lot	10/29/2021	\$1,300,000	3.45	\$376,812	30	\$43,333
4	94 Stevens, Hyannis	Church	8/2/2023	\$995,000	1.04	\$956,731	40	\$24,875
5	1533 Main St, Chatham	Vac Lot	11/4/2022	\$1,375,000	2.75	\$500,000	25-40	\$34,375-\$55,000
6	626 Main St, Dennis Port	Night Club	Listing	LISTING PRICE \$1,495,000	0.81	\$1,845,679	24	\$62,292

COMPARABLE SALES FOR UNIT PRICES PHOTOS

#1: 763 Main Street, Falmouth



#2: 17 Nells Way, Orleans



#3: 1652 Main Street, Chatham



#4: 1533 Main Street, Chatham - Street



RECONCILIATION AND FINAL VALUE

The Sales Comparison Approach was considered in estimating the market value of the subject property with three approaches; as mixed use based on price per sf/gba - \$2,357,250; supported by as vacant commercial land \$2,210,000 to \$2,430,000, and as residential unit housing-\$2,000,000 – depending on the number of allowable units. The appraiser utilized market sales of comparably sited properties with similar locational influences as much as possible. The cost approach and income approach were not considered to be appropriate approaches to value for the subject property as discussed herein.

The subject property is located in a unique zone capable of great flexibility and as such is highly desirable. It is one of the largest lots in this zone – other large lots include an Ocean State Job Lot and a Dollar Store - and the subject property lot has frontage on three main streets. Most of the subject property is already paved with large parking lots in place. As a result, this property would be very desirable for a potential purchaser.

The subject property is in a unique zone allowing for many uses included dense residential housing and the subject property is an unusually large site for this zone and has the benefit of large parking lots already in place and the benefit of frontage on three streets. As a result of my investigation and my analysis of the information gathered, in my opinion, the market value of the subject property, as of November 8, 2023, is:

\$2,300,000

ENVIRONMENTAL DISCLAIMER

The appraiser is not an expert in the identification of hazardous substances or detrimental environmental or soil conditions. The value estimated in the report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental or soil conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental or soil conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental/soil expert would reveal the existence of hazardous materials and environmental/soil conditions on or around the property that would negatively affect its value. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

CONTINGENT AND LIMITING CONDITIONS: The certification of the appraiser appearing in the appraisal report is subject to the following conditions and assumptions and to such other specific and limiting conditions as are set forth by the appraiser in the report.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch if included in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey to the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering, which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraiser.
7. Disclosure of the contents of the appraisal report is governed by the By-laws and Regulations of the professional appraisal organizations with which the appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional appraisal organizations, or the firm with which they are connected), shall be used for any purpose by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

insurers, consultants, professional appraisal organization, any state or federally approved financial institution, any department, agency or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the appraiser.

9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusions are contingent upon completion of the improvements in workmanlike manner.
10. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, or the presence of radon gas, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. We urge the client to retain an expert in this field if desired.
11. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
12. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
13. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.
14. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
15. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

CERTIFICATION

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

- the statements of fact contained in this report are true and correct;
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions herein, and are my personal, impartial and unbiased professional analysis, opinions, and conclusions;
- I have no direct or indirect, present or prospective, personal interest in the property appraised or in any benefit from the acquisition of such property appraised, and no personal interest or bias with respect to the parties involved;
- my engagement in this assignment was not contingent upon developing or reporting predetermined results;
- neither my compensation for completing this assignment nor my employment is contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards for Professional Appraisal Practice*;
- I have made a personal inspection of the subject property;
- no one, other than those disclosed herein, provided significant professional assistance to the appraiser. Jane Sutton, Esquire, contributed assistance to the appraiser in researching titles and zoning information and assisted in gathering data;
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

November 29, 2023
Date



Michael Sutton - Certified General
Real Estate Appraiser; MA License #786

APPENDIX

DEED PAGE 2

823

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thence running nearly southerly and in the line of said land of Berger to land now or formerly of Alson L. Robbins et al;

thence turning in an angle and running nearly westerly along said land now or formerly of said Robbins to a cement bound, which bound is the northwest corner of said Robbins land;

thence turning in an angle and running south, southeasterly along the west line of the same Robbins land to a cement bound;

thence turning nearly easterly in a right angle and running along the south line of the same Robbins land to land now or formerly of Ralph L. Small and to a cement bound, which bound makes the northwest corner of said Small land;

thence nearly southerly in the west line of said Small lot to the cement bound making the southwest corner of said Small lot;

thence turning at an angle in nearly a westerly direction in the north line of land owned now or formerly by Edwin Kelley to the east line of land owned now or formerly by Harold A. Kelley; the easterly end of said line of description is indicated by a cement bound set in the east line of said Kelley land;

thence turning in an angle in a north, northwesterly direction and in the line of said Harold A. Kelley land to a cement bound making the northeast corner of said Harold A. Kelley land;

thence turning in an angle, nearly westerly, and along the north line of said Harold A. Kelley land to Sea Street and to a cement bound set in the east line of Sea Street;

thence turning at an angle and running along the east side of Sea Street to land now or formerly of one Pett;

thence turning at an angle and running along the southerly line of said Pett land one hundred (100) feet to the land hereby conveyed;

thence turning in an angle and running nearly northerly along the east line of said Pett land ninety (90) feet to the land hereby conveyed;

thence turning at an angle and running westerly along the north side of said Pett land one hundred (100) feet and again to the east line of said Sea Street;

thence turning at an angle and running nearly northerly in the east line of said Sea Street to a cement bound indicating the end of Sea Street as it intersects with the said County Road;

thence turning northeasterly in the line set by action of the County Commissioners for widening the intersection of Sea Street and the County Road to a cement bound set in the south side of the County Road in this area of intersection;

thence running along the south side of said County Road to land now or formerly of Berger and to the point of beginning.

Being the same premises conveyed to us by deed of Joseph Marchant dated June 22, 1950 and recorded in the Barnstable County Registry of Deeds, Book 755, Page 47.

See Plan of Land of Jacob Buxbaum in Dennisport, Mass., Benjamin Chase, Engineer, and recorded in the Barnstable County Registry of Deeds, Plan Book 66, Page 9. The land hereby conveyed is the land shown on said plan excepting conveyances of portions thereof by the following deeds:

1. Deed from Jacob Buxbaum to John C. Berger et al dated November 17, 1945 and recorded in said Registry of Deeds, Book 637, Page 154.
2. Deed from Jacob Buxbaum to Roland Pett dated November 13, 1945 recorded in said Registry of Deeds, Book 674, Page 66.

FIELD CARD

Key: 6588 Assessed Owner Of Record: **ROMAN CATHOLIC BISHOP OF FR** S-40-44PM SED #: 6,598 Card 1 of 1

Location: **187 UPPER COUNTY ROAD DP** BLDG # 1 Bldg ID 1

Period ID: **89-284** Description: **CHUR MOSCLESYNA TEMP** 12/1/2022

TRANSFER HISTORY: **ROMAN CATHOLIC BISHOP OF FR** PMT NO 102550222 42 ABC-RECEIVED INSP BY ABC 0

ROMAN CATHOLIC BISHOP OF FR DOS 10311952 X BK-POS (Cent) 823-293 02/25/2022 42 ABC-RECEIVED INSP BY ABC 0

ROMAN CATHOLIC BISHOP OF FR 01/21/2020 77 CYCLICAL REV 02/25/2022 42 ABC-RECEIVED INSP BY ABC 0

450 HIGHLAND AVENUE 07/15/2019 -42 ABC-RECEIVED INSP BY ABC 0

FALL RIVER, MA 02720

CD	ACRES/SF	INDH	FEMA	INT	ADJ BASE	SAF	IM2	L	Chk	CREDIT AMT	ADJ VALUE
L	100 A	0.918	13	1.00 R	1.00	200,310	1.00	1.00	R02	0.50	186,640
L	300 A	2.892	13	1.00 R	1.00	16,020	0.53	1.00	R02	0.50	40,090

TOTAL	3,650	Acres					
Nbrd	SWANFORD						
FEMA	GOLD PK CODE						
IM1	AVERAGE						
APV	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RONLD
SW2	A	1.00	A	0.75	4 X C	88,000	1.00
						24	72,666
						23.20	400



Photo Date: 02/07/2020 BLDG # 1

YRBL	1850	NET AREA	13,470
COST MODEL		CURRENT TAXABLE	226,700
		PREVIOUS TAXABLE	228,800
		LAND	1,390,600
		BUILD	1,311,600
		DETACH	75,000
		OTHER	66,400
		TOTAL	4,065,100

BLDG	ADJ	DESC	BLDG	ADJ	DESC	CD	DESCRIPTION	ADJ	LIST	BY	REVIEW	BY	NET AREA	SIZE ADJ	ADJ PRICE	RCN	% GD	RONLD
1	1.00	CHURCHES (100%)	1.00	1.00	CHURCHES (100%)	1	CHURCHES (100%)	1.00	1.00	AS	12/1/2020	AS	13,470	1,000	\$17.65	1,854,130	75	1,350,600
1	1.00	WOOD FRAME (100%)	0.56	0.56	WOOD FRAME (100%)	1	WOOD FRAME (100%)	0.56	0.56	AS	12/1/2020	AS	13,470	1,000	\$17.65	1,854,130	75	1,350,600

UNIT	YR	BLT	EFF YR	ADJ	ELEMENT	CD	DESCRIPTION	ADJ	LIST	BY	REVIEW	BY	NET AREA	SIZE ADJ	ADJ PRICE	RCN	% GD	RONLD
1	1.00	FOUNDATION	1.00	1.00	FOUNDATION	4	BSMT WALL	1.00	A	CLR	N	COOLER	10,302	44.00	-53,288	1,854,130		
1	1.00	EXTERIOR WALL	1.00	1.00	EXTERIOR WALL	4	VBRYL	1.00	A	CLR	N	OPEN PORCH	264	27.39	10,518	1,854,130		
1	1.00	ROOF STRUCTURE	1.00	1.00	ROOF STRUCTURE	1	GABLE	1.00	A	RAS	L	RAS F AREA	13,470	1050	96.53	1,327,156		
1	1.00	ROOF COVER	1.00	1.00	ROOF COVER	1	ASPHR COMP SHIN	1.00	F	RAS	N	RSMT UNIT	2,688	21.50	53,168			
1	1.00	FLOORING	1.00	1.00	FLOORING	3	WVY CARPET	1.00										
1	1.00	FINISH	1.00	1.00	FINISH	0	WALL CLARK PKGE	1.00										
1	1.00	FUEL SOURCE	1.00	1.00	FUEL SOURCE	2	CAS	1.00										
1	1.00	PRIVATE ROAD	1.00	1.00	PRIVATE ROAD	1	NO	1.00										
1	1.00	HISTORIC DST	1.00	1.00	HISTORIC DST	1	NO	1.00										
1	1.00	GENERATOR	1.00	1.00	GENERATOR	1	YES	1.00										

EFF YR	FRAGE	18K/25	COND	28.28%	FUNC	0	ECON	0	DEPR	25	% GD	75	RONLD	\$1,350,600

QUALIFICATIONS

Appraisal Company of Cape Cod, Inc. *Real Estate Appraisal and Consulting*

Residential
Commercial
Vacant Land
Expert Witness

BOX 1655, 170 ROUTE 6A
ORLEANS, MASSACHUSETTS 02653
(508) 255-8822 FAX (508) 255-9257
TOLL FREE (877) 760-8900
www.capecodappraiser.com

Michael Sutton
Certified General Real Estate
Appraiser - MA Lic. #786
Mikesutton@capecodappraiser.com

QUALIFICATIONS – MICHAEL SUTTON

CERTIFICATION/MEMBERSHIP:

1993 – Present: Massachusetts Certified General Real Estate Appraiser #786
1992 – Present: Appraisal Institute, MAI Candidate
1999 – Present: National Association of Independent Fee Appraisers, IFA #25101
1998 – Present: Massachusetts Board of Real Estate Appraisers
1991 – Present: National Association of Review Appraisers, CRA #18986
1984 – Present: National Federation of Independent Business, #015697923
1983 – Present: Cape Cod & Islands Association of Realtors, Associate Member
1983 – 1999: American Association of Certified Appraisers, CA-R Certified Appraiser
1979 – 1992: Society of Real Estate Appraisers, SRA Candidate

EXPERT COURT TESTIMONY:

Barnstable Probate Court, Barnstable, MA
Barnstable Superior Court, Barnstable, MA
Boston Bankruptcy Court, Boston, MA
Boston Land Court, Boston, MA
Hartford Probate Court, Hartford, CT
Second District Court, Orleans, MA
Massachusetts Tax Appellate Court

WORK EXPERIENCE:

1983 – Present: Owner and President of the Appraisal Company of Cape Cod, Inc., the oldest and largest real estate appraisal firm doing business on Cape Cod, Nantucket and Martha's Vineyard.
1980 – 1983: Staff Real Estate Appraiser for Bass River Savings Bank, Yarmouth, Massachusetts
1978 – 1980: Real Estate Broker/Fee Appraiser
1972 – 1978: Carpenter, electrician's, plumber's and mason's assistant
1969 – 1972: U. S. Army, Lieutenant

QUALIFICATIONS – PAGE 2

TEACHER/INSTRUCTOR:

Massachusetts Teacher's Certificate #0189487
Construction Supervisor's Certificate #009669

1981 – 1991: BB290, The Appraisal of Real Estate
Cape Cod Community College, Barnstable, MA
1987 – 1990: BB291, The Appraisal of Commercial Real Estate
Cape Cod Community College, Barnstable, MA
1972 – 1978: Program Supervisor, Department of Youth Services, Brewster, MA

EDUCATION:

Monmouth College, Monmouth, Illinois, Class of 1969
B.A. Degree; Political Science

Nauset Regional High School, Orleans, Massachusetts, Class of 1965

PARTIAL LIST OF PERTINENT APPRAISAL COURSES:

1979 – Present: "Valuation of Leased Fee Interest"
American Institute of Real Estate Appraisers
"Appraising Duplexes using the new Duplex Form FNMA 1025"
Society of Real Estate Appraisers
"Applied Income Property Valuation" Course 202
Society of Real Estate Appraisers
"The Appraisal of Partial Acquisitions" Course 401
International Right of Way Association
"Marketability and Market Analysis"
Society of Real Estate Appraisers
"Applied Residential Property Valuation" Course 102
Society of Real Estate Appraisers
"Principles of Income Property Appraising" Course 201
Society of Real Estate Appraisers
"Utilizing the Fannie Mae-Freddie Mac Appraisal Report"
Society of Real Estate Appraisers
"The Appraisal of Income Property"
Massachusetts Board of Real Estate Appraisers
"Appraising Real Property" Course 101
Society of Real Estate Appraisers
"Appraising the Single Family Residence"
Massachusetts Board of Real Estate Appraisers

QUALIFICATIONS – PAGE 3

PARTIAL LIST OF MAJOR CLIENTS:

Municipal Clients:

Towns of Chatham, Dennis, Eastham, Harwich, Nantucket, Orleans, Provincetown and Truro. Barnstable Land Trust, The Compact of Cape Cod Conservation Trusts, Inc., Mass. Audubon, Mass. Department of Fish and Game, U. S. Department of Interior.

Major Bank Clients:

Cape Cod Cooperative Bank
Cape Cod Five Cents Savings Bank
Citizens Bank
Dedham Savings Bank
East Boston Savings Bank
Fieldpoint Private Bank
First Citizens' Federal Credit Union
i Mortgage Services
Milbank
Patriot Community Bank

Rockland Trust Company
Salem Five Bank
Santander Bank
Schaefer Mortgage Corporation
Seamen's Bank
Solidifi
TD Bank
Unibank
U. S. Trust
The Washington Trust Company

Additional Major Clients:

William Crowell, Esq.
Eastward Companies, Inc.
Michael Flores, LLC
Hayes & Hayes, P.C.
Kinlin Grover Properties

LaTanzi, Spaulding & Landreth, P.C.
Marder & Associates, Inc.
David Nunheimer, Esq.
Snow and Snow
Law Offices of Michael Zawadzkas



QUALIFICATIONS

Jane Smyth Sutton

13 High Ridge Road, Orleans, MA 02653 * (508) 255-8822 * jane@capecodappraiser.com

PROFESSIONAL EXPERIENCE

Real Estate Appraisal Trainee, 2010-present Appraisal Company of Cape Cod Inc., P.O. Box 1655, 170 Route 6A, Orleans, MA 02653

- Assisted on various real estate appraisals of single family homes and condominiums for private clients and for banks.

Attorney, 1988-1996; 2001-2016 Hayes and Hayes Attorneys at Law, P.C., 23 East Main Street, West Yarmouth, MA 02673

- Conducted real estate closings for various banks and can interpret Offers and Purchase and Sale Agreements;
- Can research and interpret legal titles and proficient at interpreting deeds, mortgages, trusts, easements and any other title restrictions recorded at the Barnstable County Registry of Deeds
- Can research and interpret site plans pertaining to real estate at the Barnstable County Registry of Deeds and Town Assessors
- Can research and interpret Town Zoning Bylaws and Commonwealth of Massachusetts restrictions including Wetlands, NHESP and ACEC restrictions

EDUCATION

Washington and Lee University, Lexington, VA
Juris Doctor, 1988

Colby College, Waterville, ME
Bachelor of Art in English and History, both with Distinction, 1985

Various Commonwealth of Massachusetts Real Estate Appraisal Courses including:

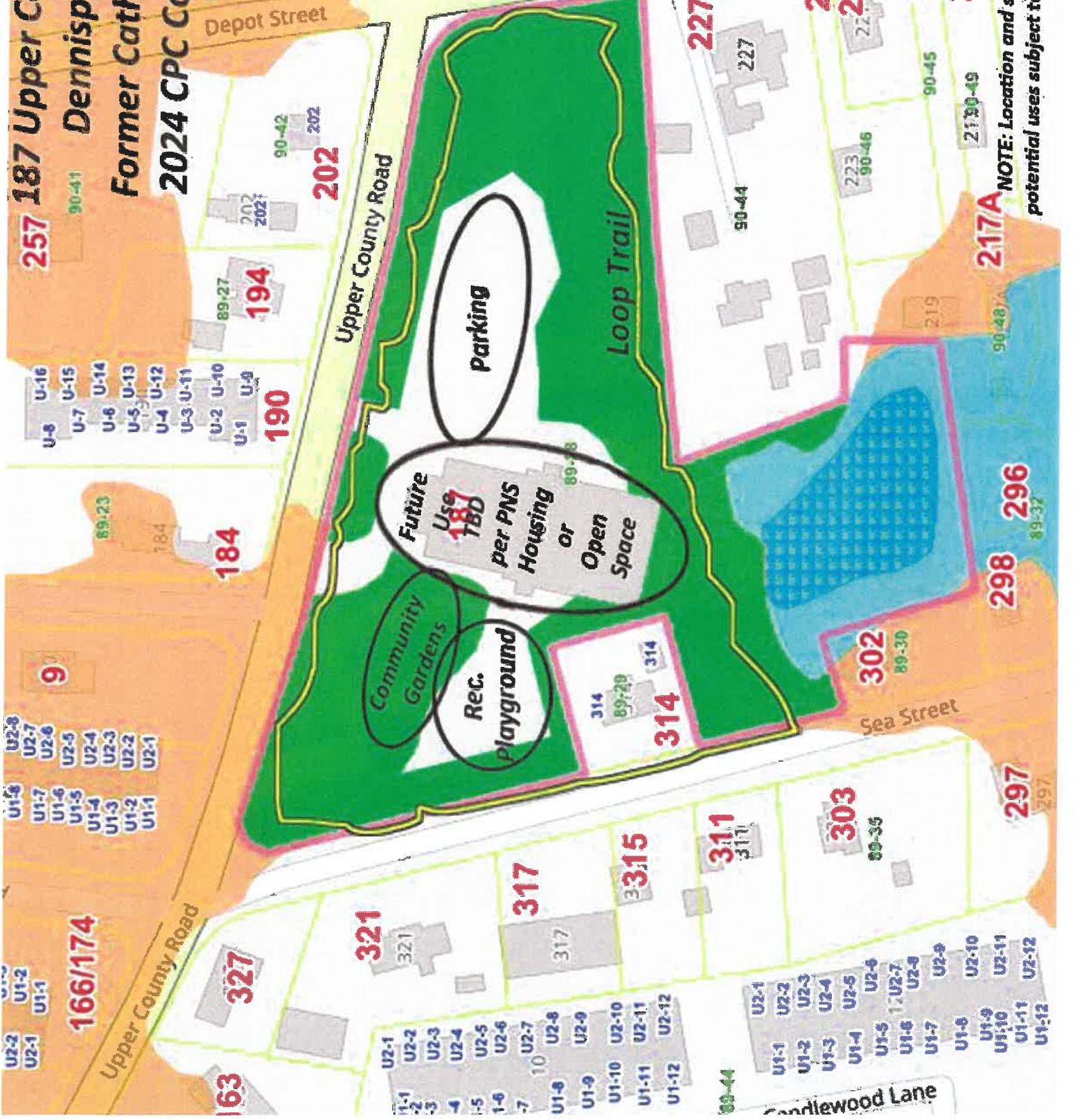
- *Uniform Standards of Appraisal Practice Updates*
- *Residential Sales Comparison and Income Approach*
- *Basic Appraisal Principles*
- *Basic Appraisal Procedures*
- *National Uniform Standards of Professional Appraisal Practice*
- *Construction Details and Trends*
- *Covering all the Bases in Residential Reporting*

Commonwealth of Massachusetts, Division of Professional Licensure Real Estate Appraisal Trainee License #103276 Expires 07/05/2021

**257 187 Upper County Road,
Dennisport, MA
Former Catholic Church**

2024 CPC Concept Plan

U-12B U-11U-10 U-8A J-7A U-6A
U-13B U-12A U-13A U-5A
U-11U-10 U-9A U-5B
90-32 U-4A U-4B
U-3A U-3B
U-2A U-2B
U-1A U-1B



U-8 U-7 U-6 U-5 U-4 U-3 U-2 U-1
89-27 194
90-41 202
90-42 202

U2-0 U2-1 U2-2 U2-3 U2-4 U2-5 U2-6 U2-7
U1-6 U1-7 U1-5 U1-4 U1-3 U1-2 U1-1
9

U2-2 U2-1 U1-2 U1-1
166/174
Upper County Road

U2-1 U2-2 U2-3 U2-4 U2-5 U2-6 U2-7 U2-8 U2-9 U2-10 U2-11 U2-12
U1-1 U1-2 U1-3 U1-4 U1-5 U1-6 U1-7 U1-8 U1-9 U1-10 U1-11 U1-12

163

327

321

317

315

311

303

297

Community Gardens

Rec. Playground

Future Use TBD per PNS Housing or Open Space

parking

Loop Trail

184

190

202

212

238

232

227

223

221

219

217

217A

296

298

302

89-37

219

219

90-7

588

90-51

90-45

90-48/A

90-49

90-53

90-55

206 101

222 104

206 101

Depot Street

Sea Street

Upper County Road

Sandiewood Lane

NOTE: Location and size of potential uses subject to change