

JJ Manning

— AUCTIONEERS —

PROPERTY INFORMATION PACKAGE #23-2036

REAL ESTATE AUCTION

1,184+/- SF, 2BR, 1BA RANCH ON .61+/- AC.

RE: Estate of Kathleen A. Mitchell

8 KILDEE RD., HARWICH PORT (CAPE COD), MA

Thursday, November 9 at 11am On-Site

Open House: Thursday, November 2 (11am-1pm)

MA Auc. Lic. #111



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JJ Manning
AUCTIONEERS
AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.



October 11, 2023

Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer 8 Kildee Rd., Harwich Port, MA on behalf of the Estate of Kathleen A. Mitchell. This 1,184+/- sf., 2-bedroom, 1-bath home built in 1978 is on .61+/- acre. The property is in a great location South of Rt. 28. It's close to Allen Harbor, bus route, downtown, shops, restaurants, golf, marinas, Wychmere Harbor, Saquatucket Harbor with Nantucket ferry & beautiful sand beaches on Nantucket Sound.

The owners have chosen auction, the accelerated method of marketing, for the sale of this fabulous property. Their decision allows you to set the market price for this magnificent home with your bid. You will buy the property at the lowest possible price by bidding one increment higher than the competition. What an opportunity!

As you know, the property is being sold "as is, with all faults", be sure to attend the scheduled Open House. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held on Thursday, November 9, 2023 at 11am on-site. Don't miss it! If you can't attend but wish to make an Absentee Bid, give us a call.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

Don't forget to have the \$40,000 certified deposit check made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

If you are interested in making a pre-auction offer for this property, it must be tendered on a signed JJManning approved Purchase & Sale Agreement and accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer. Please contact us at auctions@jjmanning.com or the phone number below for details.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE
President



TERMS & CONDITIONS

REAL ESTATE AUCTION

1,184+/- SF, 2BR, 1BA RANCH ON .61+/- AC.

RE: Estate of Kathleen A. Mitchell

8 KILDEE RD., HARWICH PORT (CAPE COD), MA

Thursday, November 9 at 11am On-Site

Open House: Thursday, November 2 (11am-1pm)

MA Auc. Lic. #111

Terms of Sale: 10% deposit of which Forty Thousand Dollars (\$40,000.00) must be presented in cash, certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Friday, November 10, 2023. Balance in 30 days.

A. Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.

B. Closing will take place on or before Friday, December 8, 2023 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.

C. A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.

D. The property is being sold "as is, with all faults". We encourage you to attend the Open House and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

E. Auctioneer reserves the right to enter protective bids on behalf of Seller.

F. Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.

G. The property is NOT being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

H. Other terms, if any, to be announced at the auction sale.



BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

	Bid Price:	\$100,000.00
	Add 10% Buyer's Premium:	\$ 10,000.00

	Contract sales price:	\$110,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

PURCHASE AND SALE AGREEMENT

This 9th day of November 2023

1. PARTIES AND MAILING ADDRESSES

Keith Mitchell, Personal Representative of the Estate of Kathleen A. Mitchell hereinafter called the SELLER, agrees to SELL and hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with the buildings thereon known as 8 Kildee Rd., Harwich Port, MA.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision.

4. TITLE DEED

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

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (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;
- (d) Easements, restrictions and reservations of record;

5. PLANS

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

6. PURCHASE PRICE

The agreed purchase price for said premises is _____ dollars, of which

\$ _____ have been paid as a deposit this day and

\$ _____ are to be paid in cash, wire transfer, certified, cashier's, treasurer's or bank check(s) by 4:00 pm ET on Friday, December 8, 2023 as the additional deposit

\$ _____ are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s)

\$ _____ TOTAL

7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Friday, December 8, 2023 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, 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 they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the 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 any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or 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 a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his 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.

13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

16. ADJUSTMENT OF UNASSESSED TAXES

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, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages.

20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit paid by the BUYER upon the execution of this Agreement shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

21. WARRANTIES AND REPRESENTATIONS

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. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

22. 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, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

24. SMOKE DETECTORS/SEPTIC/WATER

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. If necessary, the buyer shall be responsible for the repair, upgrade or installation of a septic system and/or a well and/or municipal water and/or sewer connections which meet the requirements of the board of health. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed completely as is.

25. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION SALE wherein all contingencies, warranties, and representations have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

Buyer's Initials: _____

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Estate of Kathleen A. Mitchell, Seller

BUYER

By: Keith Mitchell, Personal Representative

BUYER

By:

Buyer's Mailing Address (Street or P.O. Box)

Buyer's Attorney (Name)

Buyer's Mailing Address (City, State & Zip Code)

Buyer's Attorney (Firm)

Buyer's Daytime Phone

Buyer's Attorney's Address (Street or P.O. Box)

Buyer's Evening Phone

Buyer's Attorney's Address (City, State & Zip Code)

Buyer's Attorney's Phone

Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT

8 Kildee Rd, Harwich Port (Cape Cod), MA

1,184± sf 2 Bedroom Ranch on .61± Acre

South of Rt 28, 2 Blocks to Allen Harbor
On Behalf of The Estate of Kathleen A Mitchell



Nearby Bank St. Town Beach



AUCTION: Thursday, November 9 at 11am On-site

Open House: Thursday, November 2 (11am-1pm)

GREAT LOCATION! Close to Allen Harbor, bus route, downtown, shops, restaurants, golf, marinas, Wychmere Harbor, Saquatucket Harbor with Nantucket ferry & beautiful sand beaches on Nantucket Sound

House: 1,184± sf 2BR, 1BA ranch built in 1978 features open kitchen with granite counters (remodeled 2010), living/dining area, electric heat

Attic: Pull-down access in garage

Basement: 1,184± sf 4± ft high, unfinished

Foundation: Concrete block

Outdoor Living: 180± sf deck, 120± sf flagstone patio, outdoor shower

Site: .61± acre with front garden, wetlands at rear, gravel drive for 3± cars

Garage: 480± sf holds 1 car & 1 motorcycle

Utilities: Town water, private septic installed 1977, electric, gas at street

FEMA Flood Zone: AE (EL 11) approximate

Zoning: RH1 – Residential High Density, Water Poly

Deed Ref: Barnstable County Land Court Cert # 89298

Parcel ID: 13-P1-1-10-0

Terms of Sale: 10% certified deposit of which \$40,000 in certified or bank check at the auction & remainder by 4pm ET on Friday, November 10, 2023. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment and inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

Pre-auction Offers: Must be tendered on a signed JJManning approved P&S Agreement & accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer in order to be considered.

Buyer's Broker Terms: Up to 2% Broker Commission offered. Visit www.JJManning.com for mandatory broker pre-registration requirements.

JJManning

AUCTIONEERS

Property Info., Photos, Broker Reg. & Full Terms at:

www.JJManning.com

800.521.0111

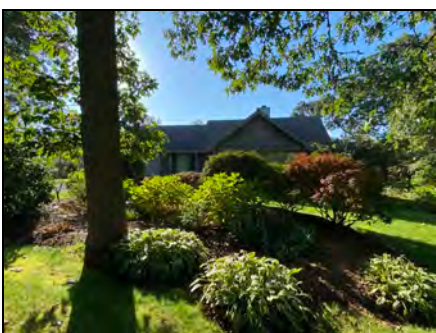
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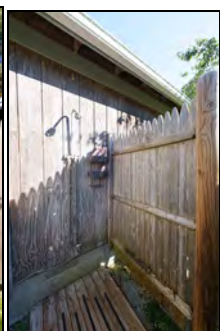


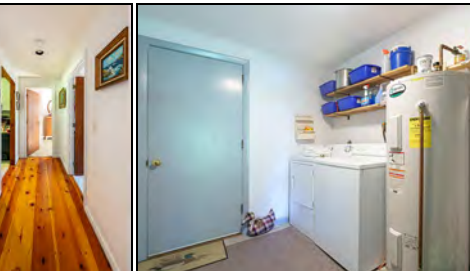
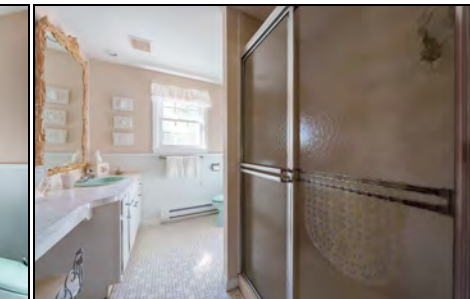
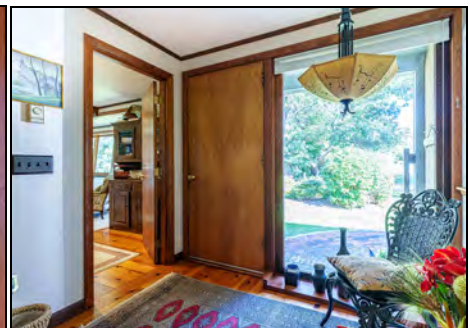
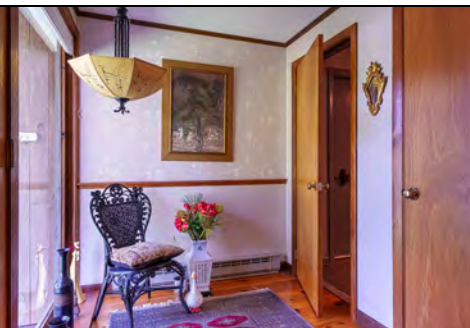
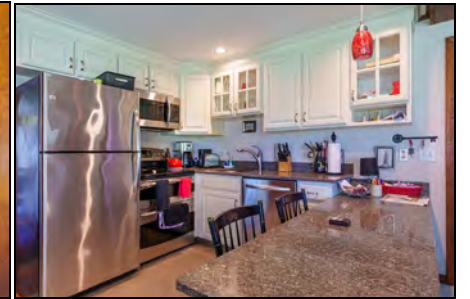
MA Auc Lic 111 • MA Broker Lic 5850
Brochure 1782 • Ref 23-2036

PHOTO GALLERY

8 KILDEE RD., HARWICH PORT, MA









NEARBY BANK STREET BEACH (TOWN BEACH)



NEARBY NANTUCKET SOUND (PRIVATE BEACH)



NEARBY WYCHMERE HARBOR



NEARBY ALLEN HARBOR YACHT CLUB

PROPERTY INFORMATION

8 KILDEE RD, HARWICH PORT, MA

AUCTION

On Behalf of The Estate of Kathleen A Mitchell

Thursday, November 9 at 11AM On-site
1,184+/- sf 2 Bedroom Ranch on .61+/- Acre
South of Rt 28, 2 Blocks to Allen Harbor

Open House: Thursday, November 2 (11AM-1PM)

Great location close to Allen Harbor, Rt 28 bus route, downtown, shops, restaurants, golf, marinas, Wychmere Harbor, Saquatucket Harbor with Nantucket ferry & beautiful sand beaches on Nantucket Sound

GROSS BUILDING AREA: 3,388+/- sf

GROSS LIVING AREA: 1,184+/- sf

HOUSE STYLE: 1-story ranch

YEAR BUILT: 1978

BEDROOMS: 2

BATHS: 1

LAYOUT: 2 BR, 1BA, open kitchen with granite counters (remodeled 2010), living/dining area

ATTIC: Pull-down access in garage

BASEMENT: 1,184+/- sf 4+/- ft high, unfinished

OUTDOOR LIVING: Shower with changing area, 180+/- sf wood deck, 120+/- sf flagstone patio

HEAT: Electric

FIREPLACE: 1 incomplete in living room

ROOF: Asphalt shingle

GUTTERS: Yes

EXTERIOR WALLS: Wood siding – vertical pine boards

WINDOW TYPE: Double-hung & casement

FOUNDATION: Concrete block

SITE: .61+/- acre (26,572+/- sf) with front garden, wetlands at rear

FRONTAGE: 137.99+/- ft per Deed

DRIVEWAY/PARKING: Gravel with stone paver apron & parking for 3+/- cars

GARAGE: 480+/- sf attached, holds 1 car & 1 motorcycle

FEMA FLOOD HAZARD AREA: Y

FEMA FLOOD ZONE: AE (EL 11) approximate (Panel 25001C0612J)

ZONING: RH1 – Residential High Density (pre-existing non-conforming, RH1- 40,000 min lot size, 150 ft min lot frontage), Water-Poly

PARCEL ID: 13-P1-1-10-0

RE TAXES: \$4,495

RE TAX RATE: \$6.64

WATER: Town

SEPTIC: Private septic, 2 BR system installed in 1977 (prior to Title 5), year last inspected & year last pumped both unknown

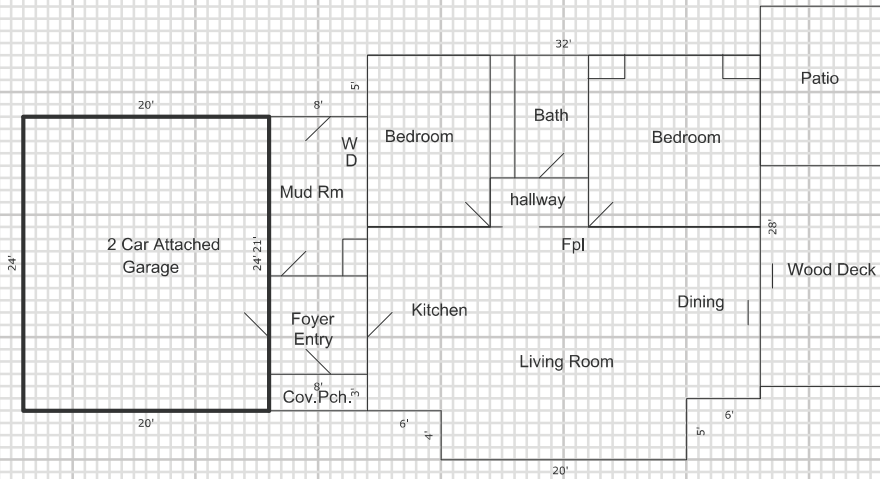
OTHER UTILITIES: Electric, Xfinity cable available, gas available at street

DEED REF: Barnstable County Land Court Certificate # 89298

PLAN REFERENCE: Barnstable County Plan 29565-B Lot 2 (2/23/1970) Book 218/23 also filed with older title # 28243

Building Sketch

Client	Estate of Kathleen A. Mitchell		
Property Address	8 Kildee Rd		
City	Harwich Port	County Barnstable	State MA Zip Code 02646-1613
Client	Estate of Kathleen A. Mitchell		



Sketch by Alex Skatch vs Standard™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1170.00	1170.00
GAR	Garage	480.00	480.00

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
20.0	x	4.0	80.00
32.0	x	2.0	64.00
1.0	x	26.0	26.00
5.0	x	32.0	160.00
21.0	x	40.0	840.00

Key: 1740

Town of HARWICH - Fiscal Year 2023

12/21/2022 7:21 pm SEQ #: 1.598

LEGAL

CURRENT OWNER		PARCEL ID		LOCATION	
MITCHELL KATHLEEN A 8 KILDEE RD HARWICH PORT, MA 02646		13-P1-1-10-0		8 KILDEE RD	
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)
MITCHELL KATHLEEN A		08/03/1982	QS	82,500	(89298)

CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD		
1010	100	SINGLE FAMILY			1	1 of 1		
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
		6	CYCL GROWTH		05/24/2006	MO	100	100

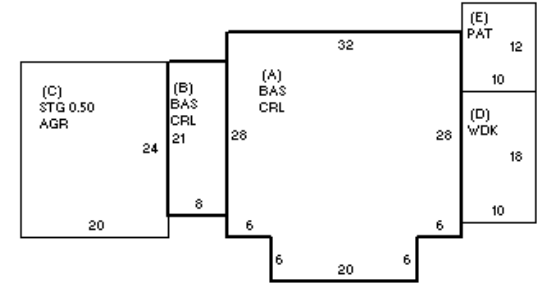
LAND

CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE				
100	S	10,000	8	1.00	1	1.00	100	1.00	622,200	3.06	100	1.00	5	2.55		436,430
350	A	0.380	8	1.00	1	1.00	100	1.00	1,760	1.00	100	1.00	TWP	1.00		670

TOTAL	26,572 SF	ZONING	FRNT 0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 8	NOTE TOPO=SWAMP	LAND	437,100	261,100	
Infl1	NONE		BUILDING	239,900	184,500	
Infl2	FACTOR 100		DETACHED	0	0	
			OTHER	0	0	
			TOTAL	677,000	445,600	

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD



BUILDING

BUILDING	CD	ADJ	DESC	MEASURE	5/24/2006	MO
MODEL	1		RESIDENTIAL	LIST	1/4/1999	DS
STYLE	1	1.35	RANCH [100%]	REVIEW	5/30/2006	DS
QUALITY	A	1.00	AVERAGE [100%]			
FRAME	1	1.00	WOOD FRAME [100%]			

BLDG COMMENTS
NO ATTIC/PULL DOWN.

BUILDING

YEAR BLT	1978	SIZE ADJ	1.050	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	303.643
NET AREA	1,184	DETAIL ADJ	1.000	FOUNDATION	3	CONTIN WALL	1.00	+	CRL	N	CRAWL SPACE	1,184		0.00			
\$NLA(RCN)	\$256	OVERALL	1.300	EXT. COVER	10	VERT. BOARD	1.00	+	BAS	L	BAS AREA	1,184	1978	205.50	243,317		
CAPACITY		UNITS	ADJ	ROOF SHAPE	1	GABLE	1.00	C	AGR	N	ATTACHED GARAGE	480		69.82	33,515		
STORIES(FAR)	1	1.00		ROOF COVER	1	ASPHALT SHINGLE	1.00	C	STG	N	STORAGE	240		24.04	5,770		
ROOMS	5	1.00		FLOOR COVER	3	W/W CARPET	1.00	D	WDK	N	ATT WOOD DECK	180		45.13	8,123		
BEDROOMS	2	1.00		INT. FINISH	2	DRYWALL	1.00	E	PAT	N	PATIO	120		14.20	1,704		
BATHROOMS	1	\$2,691		HEATING/COOLING	5	ELECTRIC	0.95	F11	O	FPL 1S 10P	1		8,524.40	8,524			
HALF BATHS	0	1.00		FUEL SOURCE	3	ELECTRIC	1.00										
UNITS	1	1.00		USE	0		1.00										
																CONDITION ELEM	CD
																EXTERIOR	
																INTERIOR	
																KITCHEN	
																BATHS	
																HEAT/ELEC	
																EFF.YR/AGE	1985 / 36
																COND	21 21 %
																FUNC	0
																ECON	0
																DEPR	21 % GD 79
																RCNLD	\$239,900



Harwich, MA

1 inch = 70 Feet



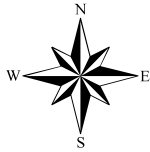
www.cai-tech.com

September 28, 2023



	Water-poly
	FEE
	Public Road
	Property Line

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



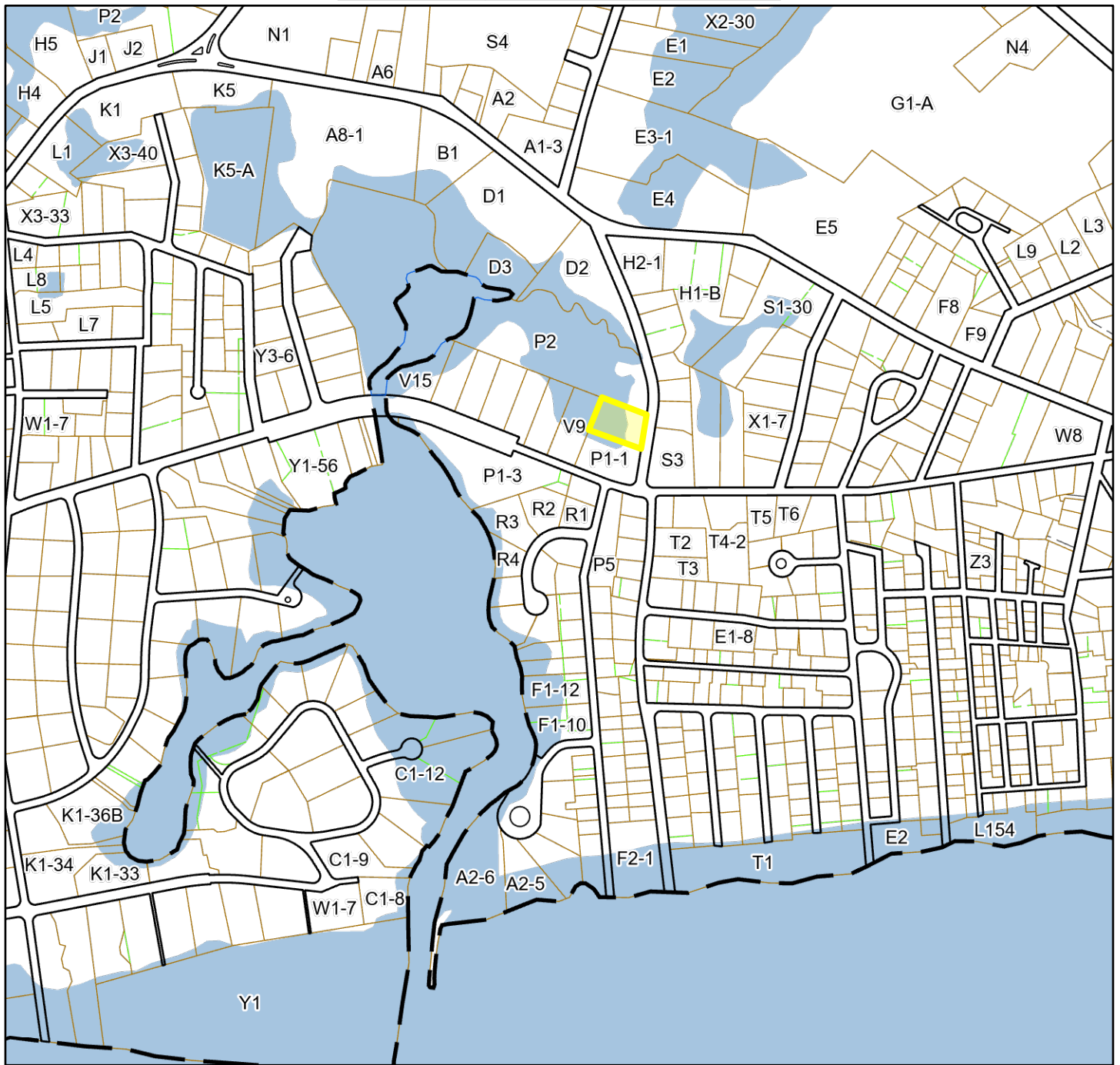
Harwich, MA

1 inch = 562 Feet



www.cai-tech.com

September 28, 2023



	Water-poly
	FEE
	Private Road ROW
	TRAFFIC_ISLAND
	MassGIS Town Line

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

297859

89298

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28243 X 727-18

26484 X

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5485 004537 COPY

NOT AN OFFICIAL COPY

RECEIVE FOR REGISTER

AUG 3 10 18 AM 1982

(Please print or type)

STEPHEN WEEKER REGISTER

I, HELEN E. CROWELL, as surviving Tenant By The Entirety, of 8 KILDEE ROAD, HARWICH(PORT), BARNSTABLE County, Massachusetts

for consideration paid, and in full consideration of EIGHTY-TWO THOUSAND FIVE HUNDRED and NO ONE-HUNDREDTHS (\$82,500.00) --- grants to JAMES E. MITCHELL and KATHLEEN MITCHELL, Husband and Wife as Tenants By The Entirety, both of 50 WOODCREST ROAD, BOX 908, BARNSTABLE, MASSACHUSETTS 01921 with quitclaim

the land in HARWICH(PORT), COUNTY OF BARNSTABLE, in the COMMONWEALTH OF MASSACHUSETTS, together with the buildings thereon, and further bounded and described [Description and encumbrances, if any] as follows:

- EASTERLY by the westerly line of Kildee Road One Hundred Thirty-Seven and 99/100 (137.99) feet;
- SOUTHWESTERLY by Lot 1, Two Hundred Twenty-One and 94/100 (221.94) feet;
- NORTHWESTERLY by Lot 3, One Hundred Thirty-Seven and 18/100 (137.18) feet;
- NORTHEASTERLY by a Way (20 feet wide) and land now or formerly of Frederick W. Crowell et ux One Hundred Eighty-Four and 98/100 (184.98) feet.

All of said boundaries are determined by the Court to be located as shown on Plan 29565-B drawn by John E. White, Surveyor, dated February 23, 1970, as modified and approved by the Court, and filed in the Land Registration Office at Boston, a copy of which is filed in Barnstable County Registry of Deeds in Land Registration Book 218 Page 23 with Certificate of Title No. 28243 and said land is shown thereon as Lot 2.

No Fee in the Way shown on said Plan and no right of way in the Way shown on said Plan is hereby conveyed.

Subject to and with the benefit of any and all rights, rights of way, easements, reservations, restrictions, or other conditions of record insofar as the same may be in force and applicable.

For my title, see Certificate of Title No. 28243 and Certificate of Title No. 26484.

Witness my hand and seal this 2nd day of AUGUST 1982



HELEN E. CROWELL

The Commonwealth of Massachusetts

BARNSTABLE ss. 8/2 1982.

Then personally appeared the above named HELEN E. CROWELL

and acknowledged the foregoing instrument to be her free act and deed before me

Notary Public - Justice of the Peace WILLIAM D. CROWELL

My commission expires 1/31 1986

(*Individual - Joint Tenants - Tenants in Common.)

CHAPTER 183 SEC. 4 AS AMENDED BY CHAPTER 497 OF 1969

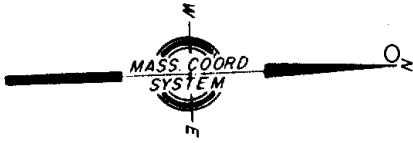
Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

SUBDIVISION PLAN OF LAND IN HARWICH

John E. White, Surveyor
 February 23, 1970

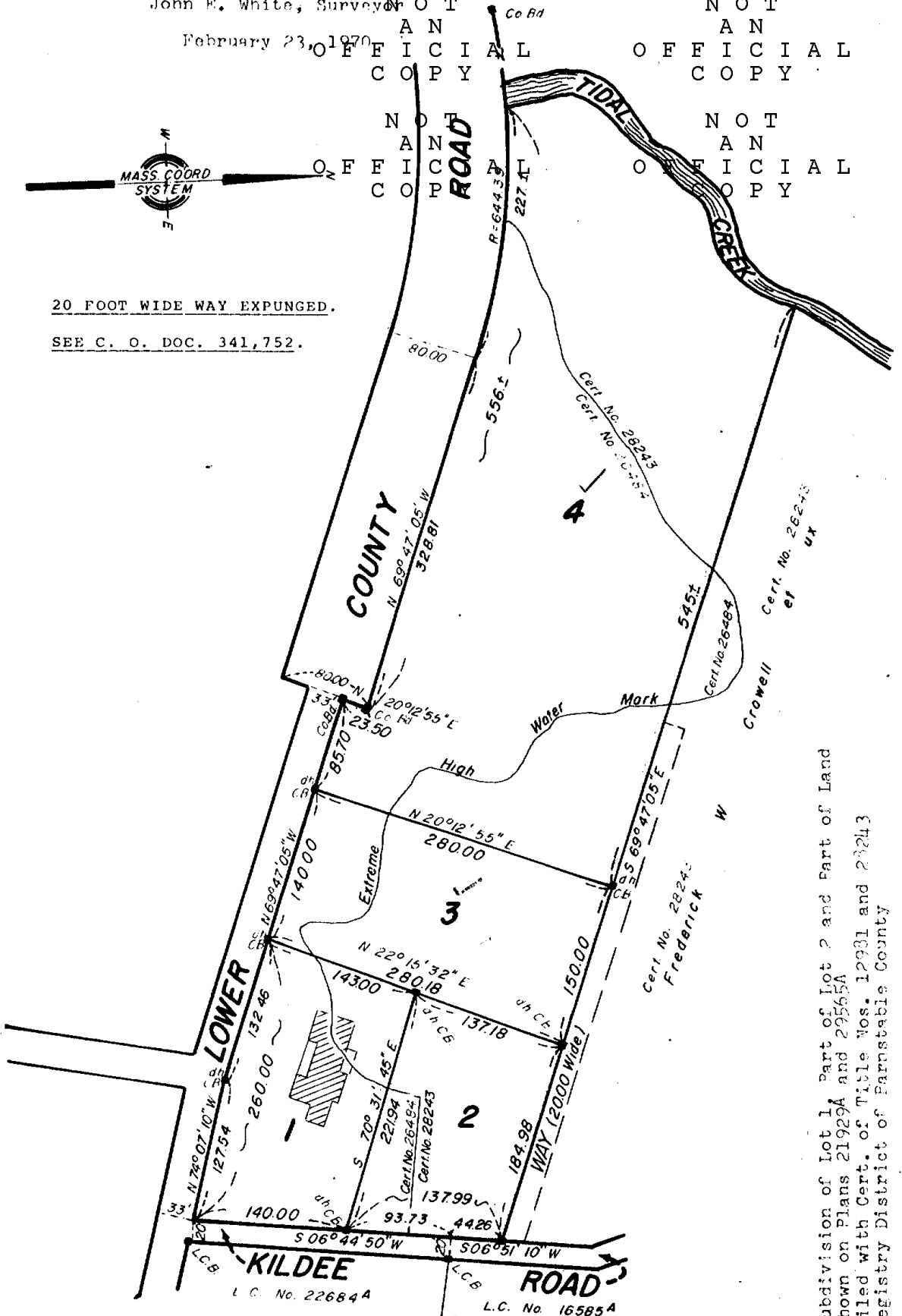
29565 B

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 NOT AN OFFICIAL COPY



20 FOOT WIDE WAY EXPUNGED.

SEE C. O. DOC. 341,752.



Subdivision of Lot 1, Part of Lot 2 and Part of Land
 Shown on Plans 21929A and 29565A
 Filed with Cert. of Title Nos. 12931 and 28243
 Registry District of Barnstable County

Separate certificates of title may be issued for land
 shown hereon as Lots J, L, R, U, A.
 By the Court.

APRIL 8, 1970
Margaret M. Daly
 Recorder

Copy of part of plan
 filed in
LAND REGISTRATION OFFICE
 APRIL 8, 1970
 Scale of this plan 100 feet to an inch
 R. L. Woodbury, Engineer for Court VL

Based on assessments as of January 1, 2022 your Real Estate Tax for the fiscal year beginning July 1, 2022 and ending June 30, 2023 on the parcel of real estate described below is as follows:

PROPERTY DESCRIPTION	
8 KILDEE RD	
State Class	1010
Land Area	0.610 AC
Parcel ID	13/P1-1-10-R
Book/Page	N/A/N/A
Deed Date	08/03/1982
Tax Rate Per \$1000	\$6.64
Land Value	\$437,100
Building Value	\$239,900
Total Taxable Value	\$677,000

Assessed owner as of January 1, 2022:

MITCHELL KATHLEEN A
8 KILDEE RD
HARWICH PORT MA 02646-1613

THE COMMONWEALTH OF MASSACHUSETTS
SEE REVERSE SIDE FOR IMPORTANT INFORMATION
Town of Harwich Fiscal Year 2023 Actual Real Estate Tax Bill

Office of the Treasurer and Collector:

Amy Bullock
Office Hours:
Monday - Friday
8:30 AM to 4:00 PM
Telephone Numbers:
Tax Collector: (508) 430-7501
Assessor: (508) 430-7503

Mail Payments To:

TOWN OF HARWICH
DEPARTMENT 7530
PO BOX 4110
WOBURN, MA 01888-4110

Pay Your Bill Online:

www.harwich-ma.gov

Messages:

Personal online banking checks should be mailed directly to 732 Main Street Harwich, MA 02645, please use Parcel ID as reference.

THIS FORM APPROVED BY COMMISSIONER OF REVENUE

TAXPAYER'S COPY

Bill No.	8199
Real Estate Tax	\$4,495.28
CPA	\$134.86
Special Assessments	\$0.00
Exemptions/Abatements	\$0.00
Total Tax/Spec. Assess	\$4,630.14
Total Preliminary Tax	\$1,861.12
Current Payments/Credits	\$930.56
Past Due	\$930.56
Interest	\$32.84
Fees	\$0.00
3rd Qtr. Due 02/01/2023	\$2,347.91
4th Qtr. Due 05/02/2023	\$1,384.51

Interest at the rate of 14% per annum will accrue on overdue payments from the due date until payment is made.

SPECIAL ASSESSMENTS	
DESC	AMOUNT

Fiscal Year 2023 Actual Real Estate Tax Bill

COLLECTOR'S COPY

4th Quarter Payment

Return This Portion With Your Payment



TOWN OF HARWICH

Office of the Collector/Treasurer
732 Main Street
Harwich, MA 02645

Bill Date	03/31/2023	Bill No.	8199
Location	8 KILDEE RD		
Parcel ID	13/P1-1-10-R		
AMOUNT DUE 05/01/2023	\$1,384.51		

Payments made after 12/21/2022 may not be reflected on this bill.

Make Check Payable and Mail To:

TOWN OF HARWICH
DEPARTMENT 7530
PO BOX 4110
WOBURN, MA 01888-4110



MAY REMIT

22792082023000008199200001384510

Fiscal Year 2023 Actual Real Estate Tax Bill

COLLECTOR'S COPY

3rd Quarter Payment

Return This Portion With Your Payment



TOWN OF HARWICH

Office of the Collector/Treasurer
732 Main Street
Harwich, MA 02645

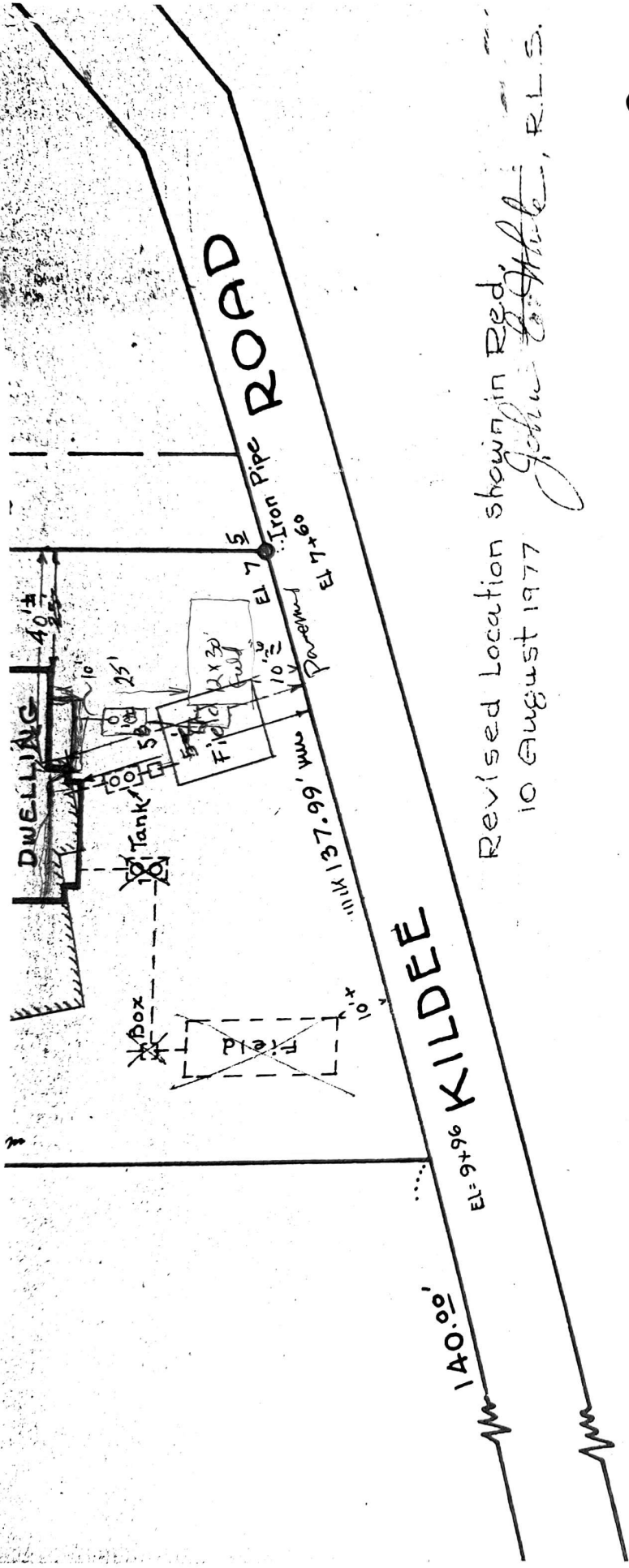
Bill Date	12/30/2022	Bill No.	8199
Location	8 KILDEE RD		
Parcel ID	13/P1-1-10-R		
AMOUNT DUE 02/01/2023	\$2,347.91		

Abatement applications are due in the Assessor's office by 02/01/2023.

Make Check Payable and Mail To:

MITCHELL KATHLEEN A
8 KILDEE RD
HARWICH PORT MA 02646-1613

TOWN OF HARWICH



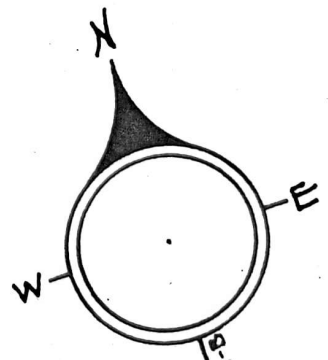
Revised Location shown in Red.
 10 August 1977
John G. White, R.L.S.

Existing Grades Approved
 M.E. Moran 8/29/77

PLOT PLAN OF LOT 2 SHOWN ON
LAND COURT PLAN No. 29565-B
 for

FREDERICK W. CROWELL

SHOWING LOCATION OF A PROPOSED
 DWELLING WITH SEPTIC SYSTEM AND
 SOME SPOT ELEVATIONS.



Plan 29565-B

NOTE:

22 MARCH 1977

1" COVER

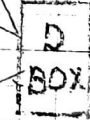
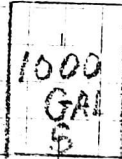


2" 3/8 STONE

← PIPE 4"

LINES
1/4" PITCH
PER'

3/4-1 1/2
STONE



Minimum field 325sq'

BED TO BE LEVEL

9x25' FIELD

EXPANSION
FIELD



Kildare Rd



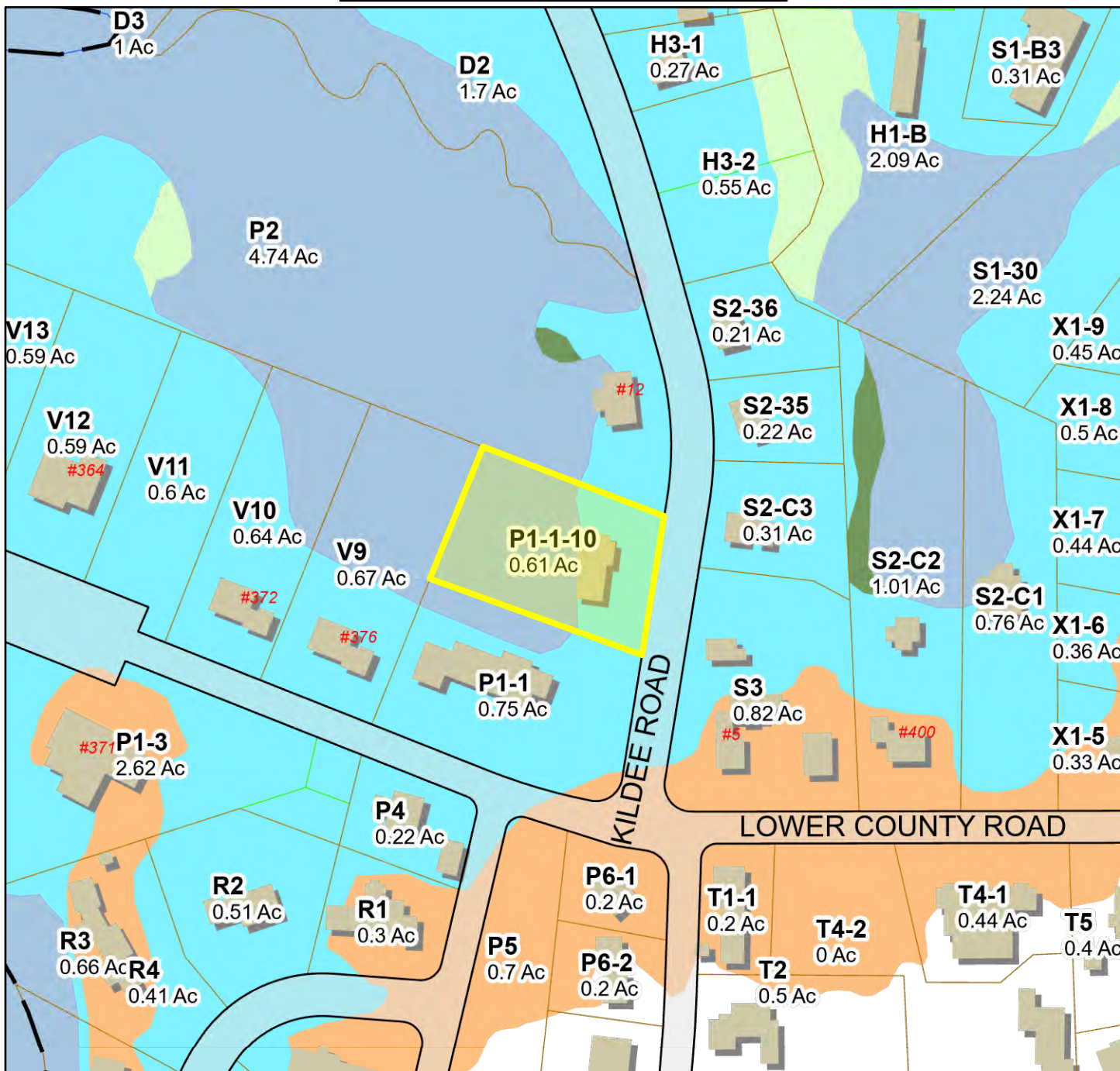
Harwich, MA

1 inch = 140 Feet



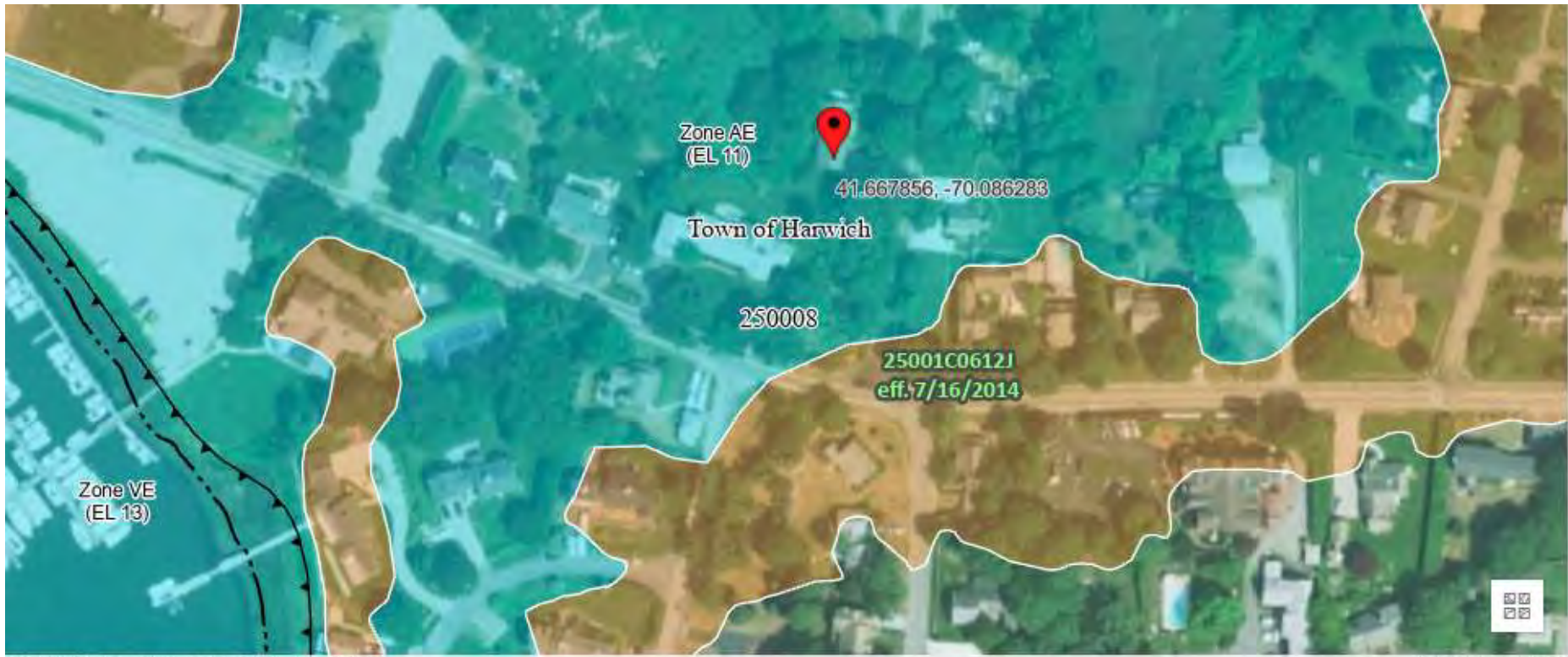
www.cai-tech.com

September 28, 2023



	AE		Salt Marsh		Buildings
	VE		Open Water		FEE
	X, 0.2 % Annual Chance Flood Hazard		Tidal Flats		MassGIS Town Line
	Marsh/Bog		Beach/Dune		
	Wooded marsh		Water-poly		

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



Esri, USDA Farm Service Agency, Microsoft

Powered by Esri

- PIN**
 - Approximate location based on user input and does not represent an authoritative property location
- MAP PANELS**
 - Selected FloodMap Boundary
 - Digital Data Available
 - No Digital Data Available
 - Unmapped
- OTHER AREAS**
 - Area of Minimal Flood Hazard Zone X
 - Effective LOMRs
 - Area of Undetermined Flood Hazard Zone D
 - Otherwise Protected Area
 - Coastal Barrier Resource System Area

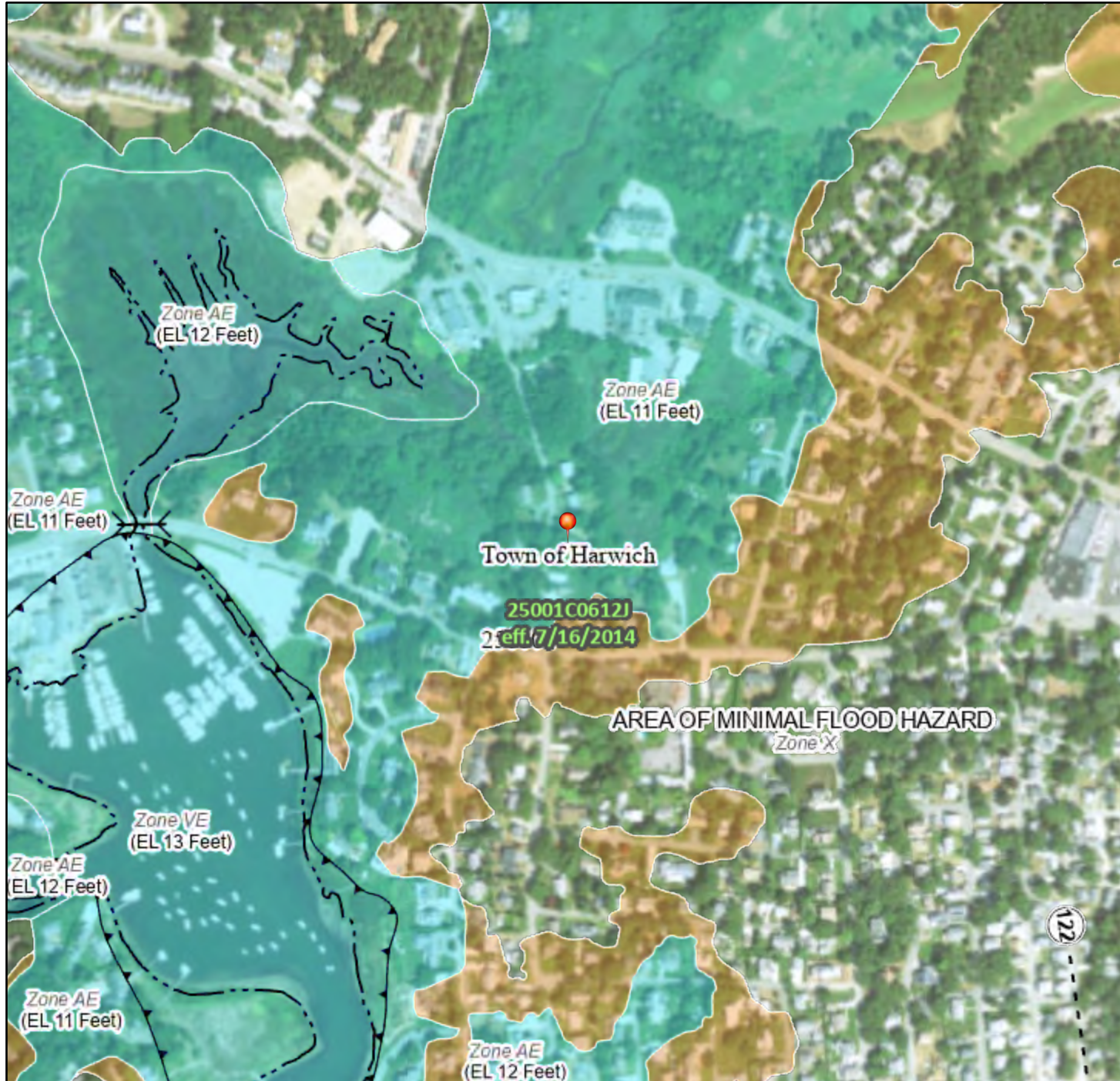
- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone A, V, AE
 - With BFE or Depth
 - Regulatory Floodway Zone AE, AO, AH, VE, AF
- OTHER AREAS OF FLOOD HAZARD**
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee. See Notes, Zone X
 - Area with Flood Risk due to Levee Zone D

- OTHER FEATURES**
 - 20.2 Cross Sections with 1% Annual Chance
 - 17.5 Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
- GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

National Flood Hazard Layer FIRMMette



70°5'28"W 41°40'18"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | | |
|------------------------------------|--|--|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE)
<i>Zone A, V, A99</i> |
| | | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i> |
| | | Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
| | | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i> |
| | | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i> |
| | | Area with Flood Risk due to Levee <i>Zone D</i> |
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i> |
| | | Effective LOMRs |
| | | Area of Undetermined Flood Hazard <i>Zone D</i> |
| GENERAL STRUCTURES | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | 17.5 Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| | | Jurisdiction Boundary |
| | | Coastal Transect Baseline |
| | | Profile Baseline |
| | | Hydrographic Feature |
| MAP PANELS | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **10/2/2023 at 2:49 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

70°4'50"W 41°39'51"N

Basemap Imagery Source: USGS National Map 2023



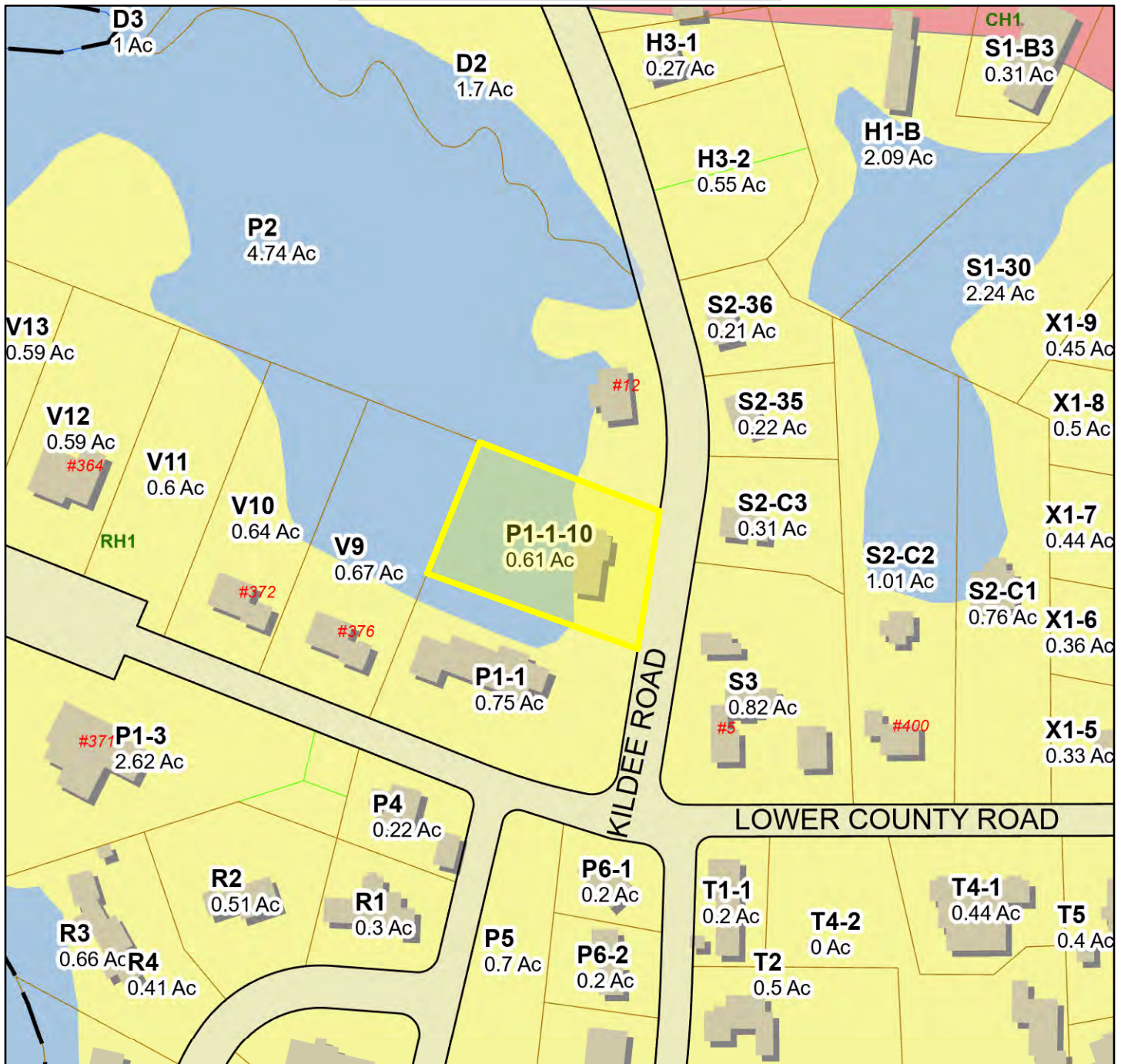
Harwich, MA







1 inch = 140 Feet



www.cai-tech.com

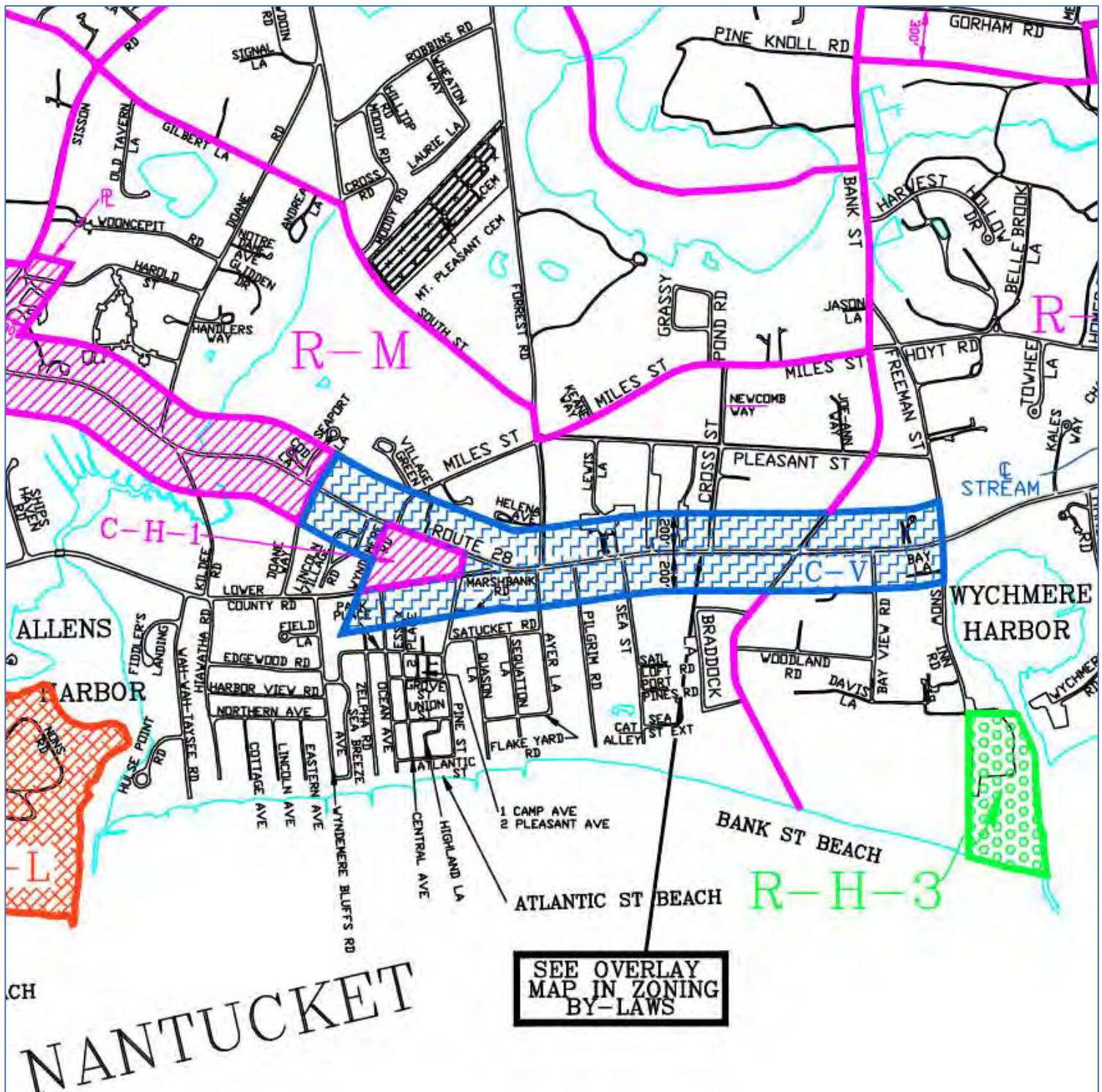
September 28, 2023



	Residential- High Density 1 (RH1)		Buildings
	Commercial Highway 1 (CH1)		FEE
	Water-poly		MassGIS Town Line

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Excerpt Harwich Zoning Map



BREWSTER

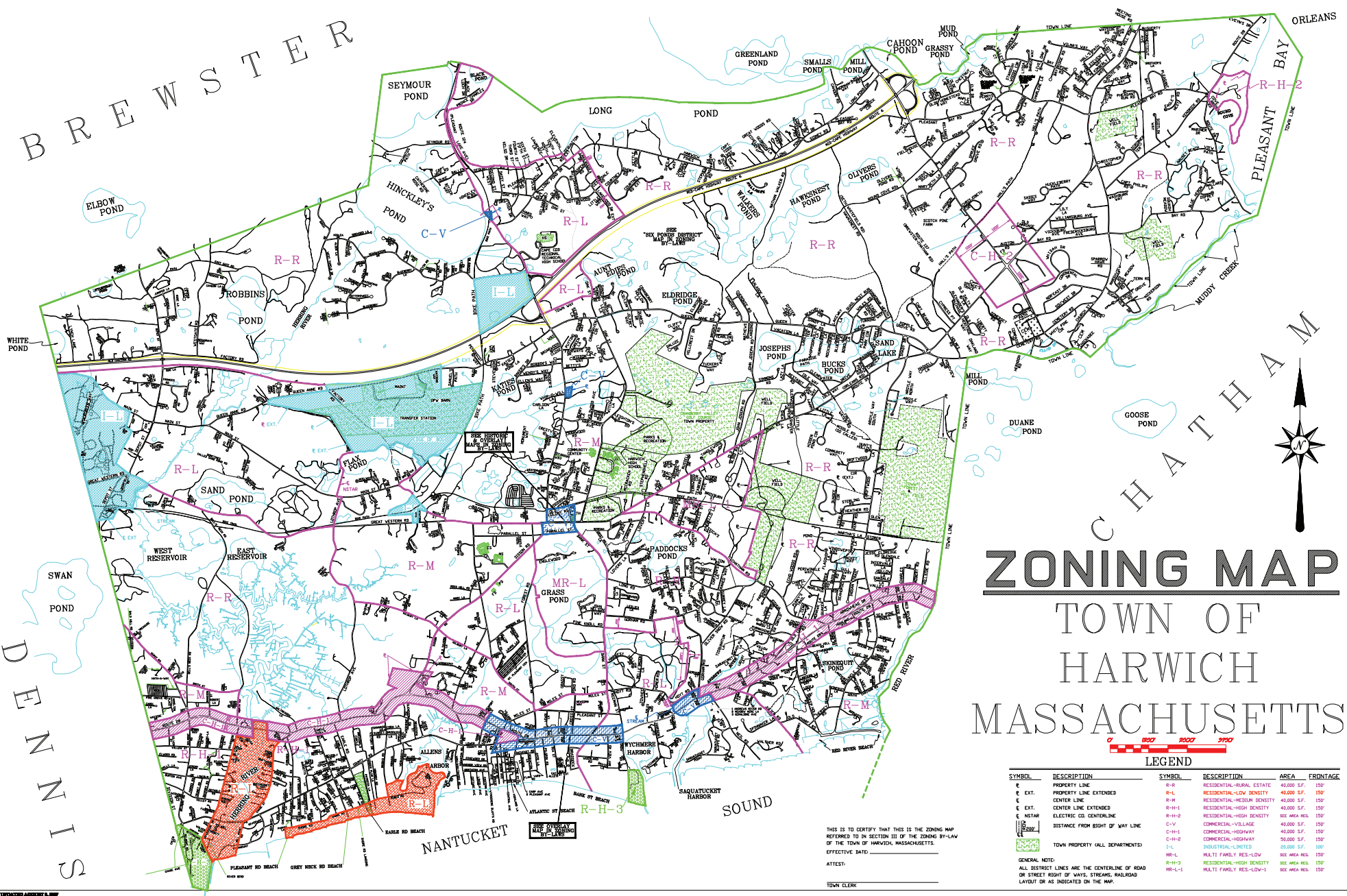
DENNIS

CHATHAM

ORLEANS

PLEASANT BAY

NANTUCKET



ZONING MAP

TOWN OF HARWICH MASSACHUSETTS



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	AREA	FRONTAGE
—	PROPERTY LINE	R-R	RESIDENTIAL-RURAL ESTATE	40,000 S.F.	150'
—	PROPERTY LINE EXTENDED	R-L	RESIDENTIAL-LOW DENSITY	40,000 S.F.	150'
—	CENTER LINE	R-H	RESIDENTIAL-HIGH DENSITY	40,000 S.F.	150'
—	CENTER LINE EXTENDED	R-H-1	RESIDENTIAL-HIGH DENSITY	40,000 S.F.	150'
—	ELECTRIC CO. CENTER LINE	R-H-2	RESIDENTIAL-HIGH DENSITY	40,000 S.F.	150'
—	DISTANCE FROM RIGHT OF WAY LINE	C-V	COMMERCIAL-VILLAGE	40,000 S.F.	150'
—	NESTAR	C-H-1	COMMERCIAL-HIGHWAY	40,000 S.F.	150'
—	TOWN PROPERTY (ALL DEPARTMENTS)	C-H-2	COMMERCIAL-HIGHWAY	50,000 S.F.	150'
—		I-L	INDUSTRIAL-LIMITED	20,000 S.F.	100'
—		MR-L	MULTI FAMILY RES-LOW	40,000 S.F.	150'
—		R-H-3	RESIDENTIAL-HIGH DENSITY	40,000 S.F.	150'
—		MR-L-1	MULTI FAMILY RES-LOW-1	40,000 S.F.	150'

GENERAL NOTE:

ALL DISTRICT LINES ARE THE CENTERLINE OF ROAD OR STREET RIGHT OF WAYS, STREAMS, RAILROAD LAYOUT OR AS INDICATED ON THE MAP.

THIS IS TO CERTIFY THAT THIS IS THE ZONING MAP REFERRED TO IN SECTION III OF THE ZONING BY-LAW OF THE TOWN OF HARWICH, MASSACHUSETTS.

EFFECTIVE DATE: _____

ATTTEST: _____

TOWN CLERK

ZONING

325 Attachment 2

Town of Harwich

Table 2, Area Regulations
[Amended 5-7-2013 STM by Art. 12; 5-2-2016 ATM by Art. 47; 5-6-2019 ATM by Art. 25;
9-26-2020 ATM by Art. 22]

District	Use	Minimum Required				
		Lot Area (square feet)	Lot Frontage (contiguous feet)	Front ³ (feet)	Side ³ (feet)	Rear ³ (feet)
RR	Any permitted use	40,000	150	25	20	20
	Single-family dwellings in open space residential developments	5 contiguous acres with 30% of the applicable land to remain open space; lot area per unit 12,000	50 feet within interior of development ¹	25	20 ²	20 ²
	Shared elderly housing	40,000	150	25	20	20
RL	Single-family dwellings in open space residential developments	5 contiguous acres with 30% of the applicable land to remain open space; lot area per unit 12,000	50 feet within interior of development ¹	25	20 ²	20 ²
	Any other permitted use	40,000	150	25	20	20
RM	Single-family dwellings in open space residential developments	5 contiguous acres with 30% of the applicable land to remain open space; lot area per unit 12,000	50 feet within interior of development ¹	25	20 ²	20 ²
	Any other permitted use	40,000	150	25	20	20
RH-1	Any permitted use	40,000	150	25	20	20
RH-2	Hotel and motel	40,000 plus 2,000 per rental unit	150	50	50	50
	Any other permitted use	40,000	150	25	20	20
RH-3	Hotel and motel	40,000 plus 3,000 per rental unit	150	25	20	20
	Any other permitted use	40,000	150	25	20	20

HARWICH CODE

District	Use	Minimum Required				
		Lot Area (square feet)	Lot Frontage (contiguous feet)	Front ³ (feet)	Side ³ (feet)	Rear ³ (feet)
CV	Shared elderly housing	40,000	150	25	20	20
	Single-family dwelling	40,000	150	25	20	20
	Dwelling, single-family, with accessory apartment	40,000	150	25	20	20
	Any other permitted use	40,000	150	25	20	20
CH-1	Shared elderly housing	40,000	150	25	20	20
	Single-family dwelling	40,000	150	25	20	20
	Dwelling, single-family, with accessory apartment	40,000	150	25	20	20
	Two-family dwelling	40,000	150	25	20	20
	Adult entertainment	50,000	150	50	50	100
	Any other permitted use	20,000	100	25	10	10
CH-2	Any permitted use	50,000	150	50	25	25
	Adult entertainment	50,000	150	50	50	100
IL	Any permitted use	20,000	100	25	25	50
MRL	Any other permitted use	40,000	150	25	20	20
MRL-1	Single-family dwellings in open space residential developments	5 contiguous acres with 30% of the applicable land to remain open space; lot area per unit 12,000	50 feet within interior of the development ¹	25	20 ²	20 ²
	Any permitted use other than multifamily residential	40,000	150	25	20	20
WR	Dwelling, single-family, with accessory apartment	40,000	Same as underlying district			
	Any other permitted use	Same as underlying district				

ZONING

District	Use	Minimum Required				
		Lot Area (square feet)	Lot Frontage (contiguous feet)	Front ³ (feet)	Side ³ (feet)	Rear ³ (feet)
PWS	Personal wireless service facility	90,000	75	150	150	150
		Note: These dimensional requirements may be reduced by the Planning Board in its approval of a special permit for a personal wireless service facility which is less than 150 feet in height in this district.				
	Any other permitted use	Same as underlying district				
All Districts where permitted by use special permit	Multifamily	40,000 ⁴	150	Footnote ₅	25	25

NOTES:

- ¹ In an open space residential development, lots may have a minimum of 25 feet of frontage on any roadway within the development where the building site is generally behind another building site relative to the same road frontage or at least 75 feet from the front lot line.
- ² May be reduced pursuant to § 325-51E(4)(d).
- ³ May be reduced to 10 feet for septic system pursuant to § 325-18R.
- ⁴ 40,000 square feet is required for vacant lots. For lawfully preexisting structures/use converting to multifamily residence the existing lot size shall be allowable.
- ⁵ Front setback to be determined at time of site plan review § 325-55 for existing buildings. For new construction the setback shall be 25 feet.

ZONING

325 Attachment 3

Town of Harwich

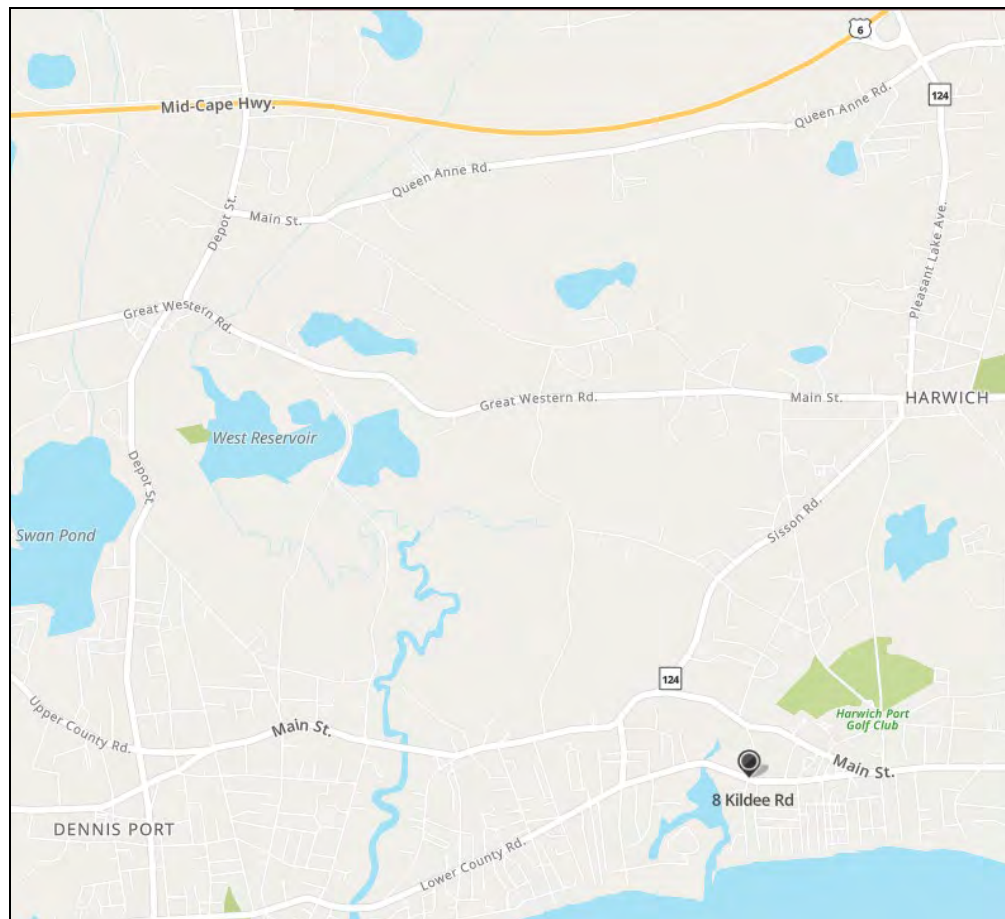
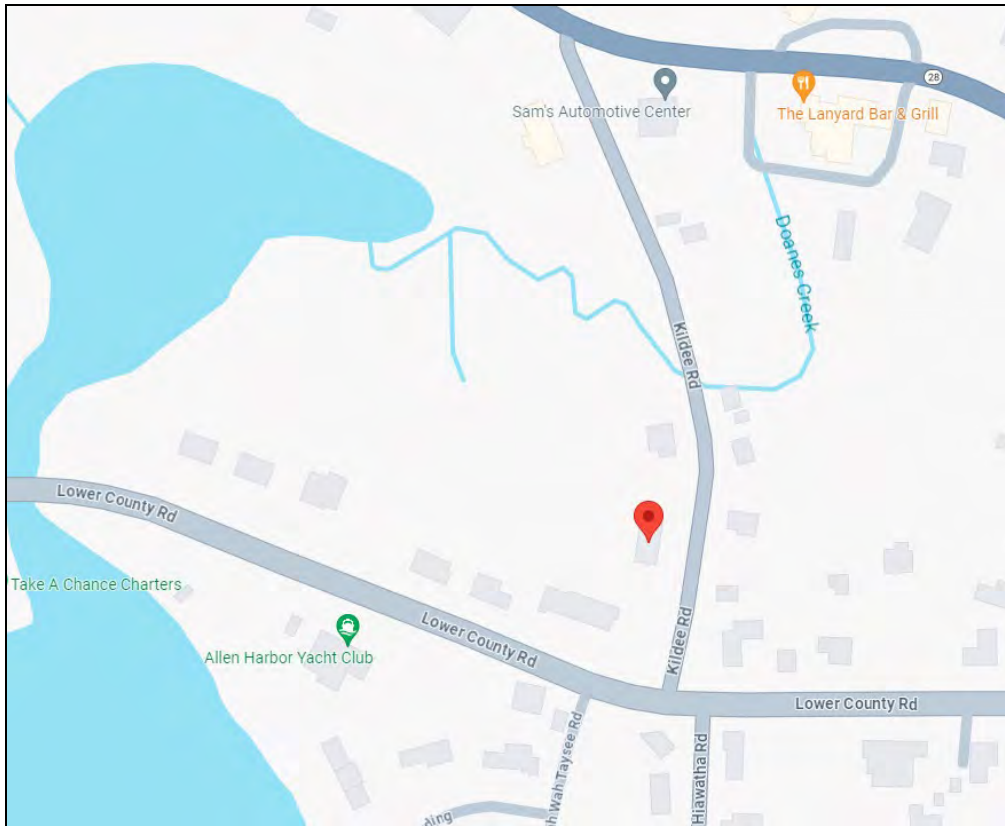
**Table 3, Height and Bulk Regulations
[Amended 9-26-2020 ATM by Art. 22]**

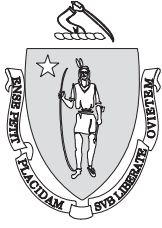
District	Maximum Permitted Height (feet)	Maximum Permitted Height (Stories)	Maximum Building Coverage of Lot (covered area as % of total lot area)	Maximum Site Coverage as % of Total Site Area	Minimum Residential Net Floor Area (square feet)
RR	30	2 1/2	15	25	None
RL	30	2 1/2	15	30	None
RM	30	2 1/2	20	35	None
RH-1	30	2 1/2	30	35	None
RH-2	30	2 1/2	30	35	None
RH-3	50	4	15	35	364 (see Article VI, § 325-18K)
CV	30	2 1/2	50	80	None
CH-1	30	2 1/2	30	70	None
CH-2	30	2 1/2	30	70	None
IL	40	2 1/2	40	70	Not permitted
MRL	30	2 ½	15	25	None
MRL-1	30	2 ½	15	25	None
Cluster Development RR and RL	30	2 1/2	15	Lot area 10,000 to 20,000 square feet: 30	None
				Lot area 20,001 to 40,000 square feet: 30	
				Lot area over 40,000 square feet: 25	
Cluster Development RM	30	2 1/2	20	Lot area 10,000 to 20,000 square feet: 35	None
				Lot area 20,001 to 40,000 square feet: 30	

HARWICH CODE

District	Maximum Permitted Height (feet)	Maximum Permitted Height (Stories)	Maximum Building Coverage of Lot (covered area as % of total lot area)	Maximum Site Coverage as % of Total Site Area	Minimum Residential Net Floor Area (square feet)
				Lot area over 40,000 square feet: 25	None
WR	As specified in the underlying district	As specified in the underlying district	20	All uses 40% provided a system for artificial recharge of precipitation is provided that will not result in the degradation of groundwater quality; otherwise 15% or 2,500 square feet whichever is greater	As specified in the underlying district
Personal Wireless Service Facilities	45	NA	15	40	None
Personal Wireless Service Facilities in PWS Districts	150	NA	15	40	None
In all Districts where multifamily is permitted by use special permit	40	3 ½	-	80	Studio or efficiency unit: 250; bedroom unit: 550; 2-bedroom unit: 940

MAP - 8 KILDEE RD, HARWICH PORT, MA





The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

250 Washington Street, 7th Floor

Boston, MA 02108

(800) 532-9571 / (617)-624-5757

CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. **This package is for compliance with both state and federal lead notification requirements.**

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either delead or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clppp.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit delead. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

CLPPP Form 94-2, 6/30/94, Rev. 2/03, Rev. 10/09

**NOTIFICATION PACKAGE WILL BE SUPPLIED
TO THE AUCTION BUYER OF THIS PROPERTY**



**THANK YOU FOR REVIEWING THE ENTIRE
PROPERTY INFORMATION PACKAGE. WE
LOOK FORWARD TO SEEING YOU AT THE
AUCTION. IF YOU HAVE ANY QUESTIONS
PLEASE DON'T HESITATE TO CONTACT US.**



**Justin Manning, CAI, AARE
President**

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