

REAL ESTATE AUCTION

WATERFRONT HOME ON CAPE COD 2,159+/- SF, 4BR, 2BA on .77+/- ac. on Simmons Pond 2 Assessor's Parcels Selling in the Entirety Only

27 & 54 CIRCLE DR., HYANNIS PORT (CAPE COD), MA

Friday, May 9 at 11am On-site Open House: Friday, April 25 (11am-1pm)

MA Auc. Lic. #111



TABLE OF CONTENTS

TRANSMITTAL LETTER
TERMS & CONDITIONS
BUYER'S PREMIUM
SAMPLE P&S
PROPERTY INFORMATION & PHOTOS
LOCATION MAP



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.







March 19, 2025

Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer this 2,159+/- sf, 4-bedroom, 2-bath waterfront home on Cape Cod located at 27 & 54 Circle Dr., Hyannis Port, MA. The two Assessor's Parcels will sell in the entirety only and total .77+/- ac. with 170+/- ft. of frontage on Simmons Pond. The property is convenient to shopping, restaurants, attractions, conservation, golf, marinas and Hyannis Harbor ferries. It's 1+/- mi. to Fortes Beach and 2+/- mi. to Craigville Beach & Keyes Beach.

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 property 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 Friday, May 9, 2025 at 11:00am 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 \$25,000 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



REAL ESTATE AUCTION

WATERFRONT HOME ON CAPE COD 2,159+/- SF, 4BR, 2BA on .77+/- ac. on Simmons Pond 2 Assessor's Parcels Selling in the Entirety Only

27 & 54 CIRCLE DR., HYANNIS PORT (CAPE COD), MA

Friday, May 9 at 11am On-site

Open House: Friday, April 25 (11am-1pm)

MA Auc. Lic. #111

<u>Terms of Sale:</u> 10% deposit of which Twenty-Five Thousand Dollars (\$25,000.00) must be presented in certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Monday, May 12, 2025. Balance in 30 days.

- <u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.
- <u>B.</u> Closing will take place on or before Monday, June 9, 2025 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.
- <u>C.</u> 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.
- <u>D.</u> 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.
- <u>E.</u> Auctioneer reserves the right to enter protective bids on behalf of Seller.
- <u>F.</u> 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.
- <u>G.</u> The property is <u>NOT</u> 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.



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*.

Buyer's Initials:	
-------------------	--

PURCHASE AND SALE AGREEMENT

This 9th day of May 2025

1. PARTIES AND MAILING ADDRESSES

Linda Childs 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 27 & 54 Circle Dr., Hyannis Port, MA, more particularly described as Parcel ID's 288-036 & 288-206.

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 pu	rchase price for said p	remises isdollars, of which
	\$	have been paid as a deposit this day and
	\$	are to be paid in wire transfer, certified, cashier's, treasurer's or bank check(s) by 4:00 pm ET on Monday, May 12, 2025 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 Monday, June 9, 2025 (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.

Buyer's	Initials:
---------	-----------

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 or required to be made hereunder by the BUYER shall be retained by the SELLER as liquidated damages even if BUYER fails to make the deposit or additional deposit.

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(s) paid by the BUYER upon the execution of this Agreement and/or any additional deposit required to be made 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 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.

NOTICE: This is a legal document that creates binding oblig	gations. If not understood, consult an attorney.
Linda Childs, Seller	BUYER
Ву:	
Ву:	BUYER
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 A	AGENT

27 & 54 Circle Dr, Hyannis Port (Barnstable), MA WATERFRONT HOME ON CAPE COD

2,159± sf 4 Bedroom, 2 Bath on .77± acre on Simmons Pond

2 Assessor's Parcels Selling in the Entirety Only



AUCTION: Friday, May 9 at 11am On-site

RE Tax Assessment (2025): \$859,400

Parcel IDs: 288-206 & 288-036 Site: .77± Acre (33,541± sf)

Frontage: 199± ft on Circle Dr, 170± ft on

8± acre Simmons Pond

Zoning: RB, WPOD - Wellhead Protection

Overlay District

Garage: Attached, 299± sf 1-car Design: 1.75-Story Cape built in 1958 Gross Building Area: 4,458± sf Gross Living Area: 2,159± sf

Floor 1: 1,417± sf

Floor 2: 714± sf finished of 1,098± sf

Attic: 28± sf finished of 189± sf

Basement: 1,287± sf full, unfinished

Porches: 28± sf open entry & 100± sf enclosed

Heat: Gas-fired forced hot water

Features: Wood floors, 1 fireplace, 80± sf shed

built 2012

Sewer: Private Septic – repair, upgrade to, or establishment of Title 5 compliant system to be

financial responsibility of the buyer

Other Utilities: Town water, electric, gas Plan Ref: Barnstable County 76/97 Lots 3 & 4 Deed Ref: Barnstable County 7332/332

Property Tour: Friday, April 25 (11am-1pm)

Terms of Sale:

10% certified deposit of which \$25,000 in certified or bank check at the auction & remainder by 4pm ET on Monday, May 12, 2025. 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.

Convenient to shopping, restaurants, attractions, conservation, golf, marinas & Hyannis Harbor ferries.

1± miles to Fortes Beach, 2± miles to Craigville Beach & Keyes Beach.



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

JJManning.com 800.521.0111

179 Old King's Hwy, Yarmouth Port, MA 02675





MA AUC LIC 111 • MA BROKER LIC 5850 Brochure 1829 • Ref 25-2110

54 CIRCLE DRIVE State Use 1010 Property Location Map ID 288/036/// Bldg Name Vision ID 21784 Account # 191349 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 6:45:06 P **CURRENT OWNER** UTILITIES STRT / ROAD **CURRENT ASSESSMENT** TOPO LOCATION 2 Public Water 1 Lake/Pond Fro 1 Level 1 Paved Description Code Assessed Assessed CHILDS, LINDA 801 4 Gas RESIDNTL 1010 418,100 418,100 6 Septic 4 **RES LAND** 1010 271.300 271.300 FY2025 SUPPLEMENTAL DATA P O BOX 418 BARNSTABLE, MA 76/97 Alt Prcl ID Plan Ref. Split Zonin Land Ct# BID Parcel #SR **HYANNIS PORT** MA 02647 ResExpt Q YES: Life Estate LOT 4 PP STATU #DL 1 #DL 2 GIS ID F 982754 2696008 Assoc Pid# 689,400 689,400 Total RECORD OF OWNERSHIP BK-VOL/PAGE SALE DATE | Q/U | V/I | SALE PRIC | VC PREVIOUS ASSESSMENTS (HISTORY) Year Code Assessed Year Code | Assessed V | Year Code Assessed CHILDS, LINDA 7326 0332 U 10-15-1990 Α 396,800 352,100 CHILDS, RALPH & LINDA 2740 0286 06-30-1978 2025 1010 418.100 2024 1010 2023 1010 271,300 268,400 1010 271,300 1010 1010 Total 689.400 Total 668,100 Total 620,500 **EXEMPTIONS** OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Code Code Number Year Description Amount Description Amount Comm Int 2010 5C RESIDENTIAL EXEMPTION 0.00 APPRAISED VALUE SUMMARY 374.800 Appraised Bldg. Value (Card) Total 0.00 ASSESSING NEIGHBORHOOD Appraised Xf (B) Value (Bldg) 42.100 Nbhd Name Nbhd В Tracing Batch 1,200 Appraised Ob (B) Value (Bldg) 0108 **HYAN** 271,300 Appraised Land Value (Bldg) NOTES Special Land Value Total Appraised Parcel Value 689,400 Valuation Method С Total Appraised Parcel Value 689,400 **BUILDING PERMIT RECORD VISIT / CHANGE HISTORY** Permit Id Issue Date Description Date Comp Purpost/Result Type Amount Insp Date % Comp Comments Date Id Type Is Cd 201106463 11-16-2011 OB Out Building 06-30-2012 100 06-30-2012 8X10 SHED 05-24-2020 WD FR Field Review 10-13-2017 SR 02 03 Cycl Insp Comp 16 In Office Review 08-19-2014 JR 03 02-15-2012 DR 03 16 In Office Review 02-08-2012 DR 03 16 In Office Review Meas/Listed-Interior Acces 02-14-2002 PT 01 00 04-15-1990 ML 01 00 Meas/Listed-Interior Acces LAND LINE VALUATION SECTION В LA Unit Price Nbhd. Adi Location Adjustmen | Adj Unit P | Land Value Use Code Zone Land Units Size Adi AC Disc Site Index Nbhd. Description Cond. Notes RB 0.530 AC 176.344.00 1.70777 1.0000 5 1.00 0108 1.700 271.300 1010 Single Fam M-0 1.0000 511.961.9 Parcel Total Land Area 0.53 271,300 Total Card Land Units 0.53 AC Total Land Value

54 CIRCLE DRIVE State Use 1010 Property Location Map ID 288/ 036/ / / Bldg Name Print Date 12/20/2024 6:45:06 P Vision ID 21784 Account # 191349 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 **CONSTRUCTION DETAIL (CONTINUED) CONSTRUCTION DETAIL** Element Description Element Cd Description Style 04 Cape Cod Model 01 Residential С Grade: Average Stories 1.75 1 3/4 Stories CONDO DATA Wood Shingle Exterior Wall 1 14 Parcel Id Owne 0.0 Exterior Wall 2 С TSI 03 Roof Structure Gable/Hip Adjust Type Code Description Factor% Roof Cover 03 Asph/F Gls/Cmp Condo Flr 05 Interior Wall 1 Drywall Condo Unit Interior Wall 2 COST / MARKET VALUATION 12 Interior Floor 1 Hardwood Interior Floor 2 **Building Value New** 543.183 03 Heat Fuel Gas 05 Hot Water Heat Type 01 AC Type None 1958 Year Built Bedrooms 04 4 Bedrooms 1984 Effective Year Built Full Baths Depreciation Code Half Baths 0 Remodel Rating Extra Fixtures Year Remodeled Total Rooms 8 Rooms Depreciation % 31 Bath Style 10 **Functional Obsol** Kitchen Style lο External Obsol Occupancy Trend Factor Sewer Occupan Condition Accessory Apt Condition % Foundation Alt 01 Poured Conc. Percent Good 69 Rms Prts 374,800 **RCNLD** Bath Split 20 2 Full-0 Half Dep % Ovr Dep Ovr Comment Misc Imp Ovr Misc Imp Ovr Comment Cost to Cure Ovr Cost to Cure Ovr Comment OB - OUTBUILDING & YARD ITEMS(L) XF - BUILDING EXTRA FEATURES(B) Cond. Cd Code Description L/B Units Unit Price Yr Blt % Gd Grade | Grade Adj. | Appr. Value FPL2 Fireplace 1.5 s В 6000.00 1982 69 0.00 4,100 Open Prch-roo 1,300 В 69 FOPC 28 55.00 1982 0.00 FEP В 100 1982 69 5.700 Enclosed porc 70.00 0.00 GAR Attached Gara В 299 40.00 1982 69 0.00 9.200 вмт Basement-Unfi В 1.287 26.01 1982 69 0.00 21,800 PATF Flagstone Pav L 40 30.00 1992 73 0.00 1,200 **BUILDING SUB-AREA SUMMARY SECTION** Code Description Living Area | Floor Area Eff Area Unit Cost Undeprec Value BAS First Floor 251.59 356,503 1,417 1,417 1.417 вмт Basement Area 1,287 ol 0.00 FAT Attic. Finished 28 189 28 l 37.27 7.045 FEP **Enclosed Porch** 0 100 0 0.00 0 FPC 28 0 Open Porch Conc. Floor 0.00 0 GAR Attached Garage 0 299 0 0.00 0 PTO Patio 40 ol 0.00 TQS Three Quarter Story 1.098 714 179,635 714 163.60

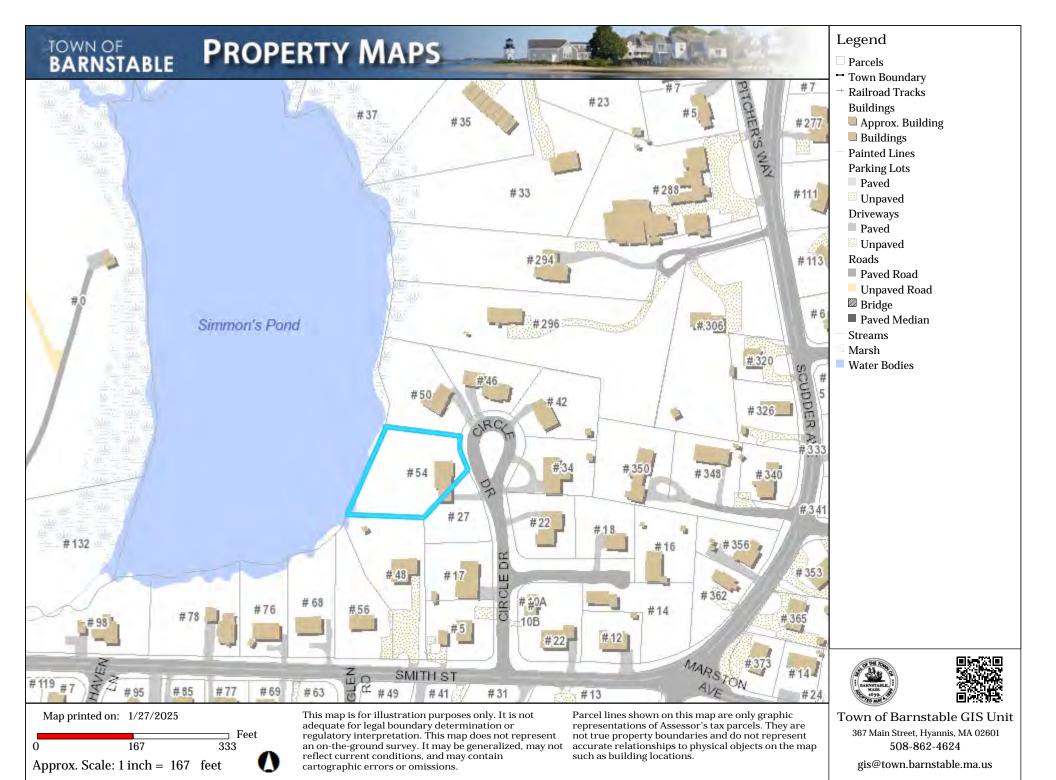
543,183

2,159

Ttl Gross Liv / Lease Area

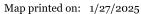
4,458

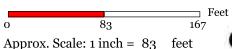
2,159



TOWN OF BARNSTABLE **PROPERTY MAPS** 288036 #.54 288206 #27 CIRCLE DR 288220 288043

Legend Road Names





This map is for illustration purposes only. It is not adequate for legal boundary determination or regulatory interpretation. This map does not represent an on-the-ground survey. It may be generalized, may not reflect current conditions, and may contain cartographic errors or omissions.

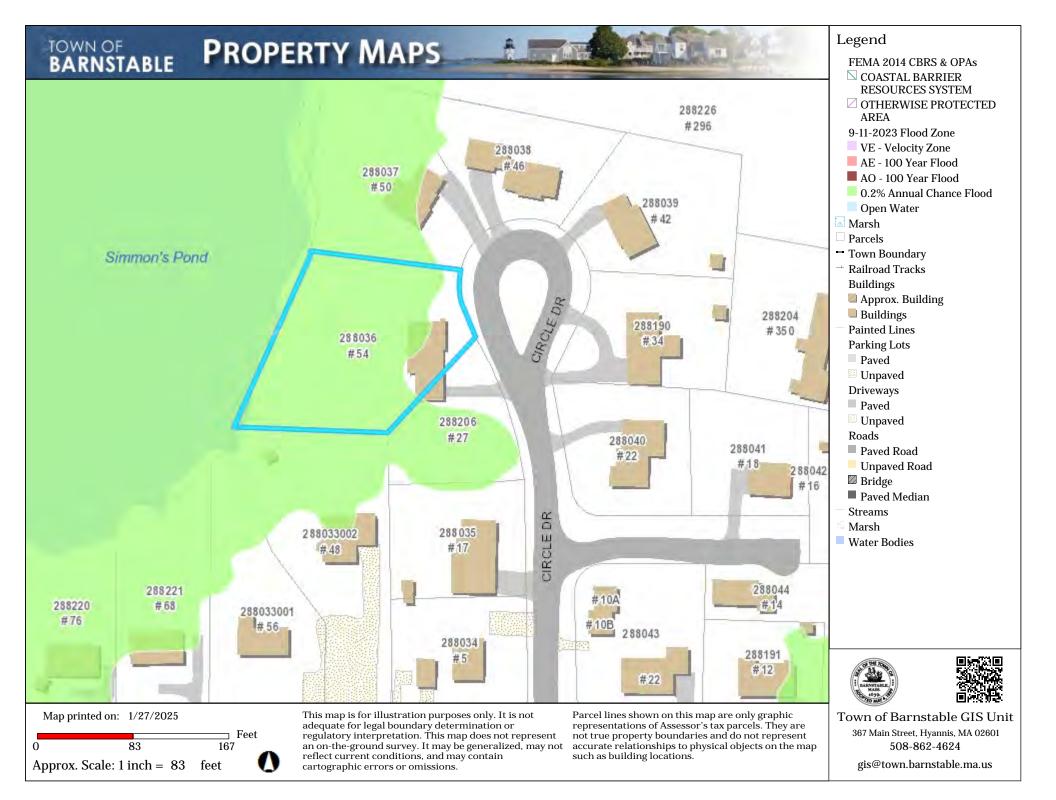
Parcel lines shown on this map are only graphic representations of Assessor's tax parcels. They are not true property boundaries and do not represent accurate relationships to physical objects on the map such as building locations.





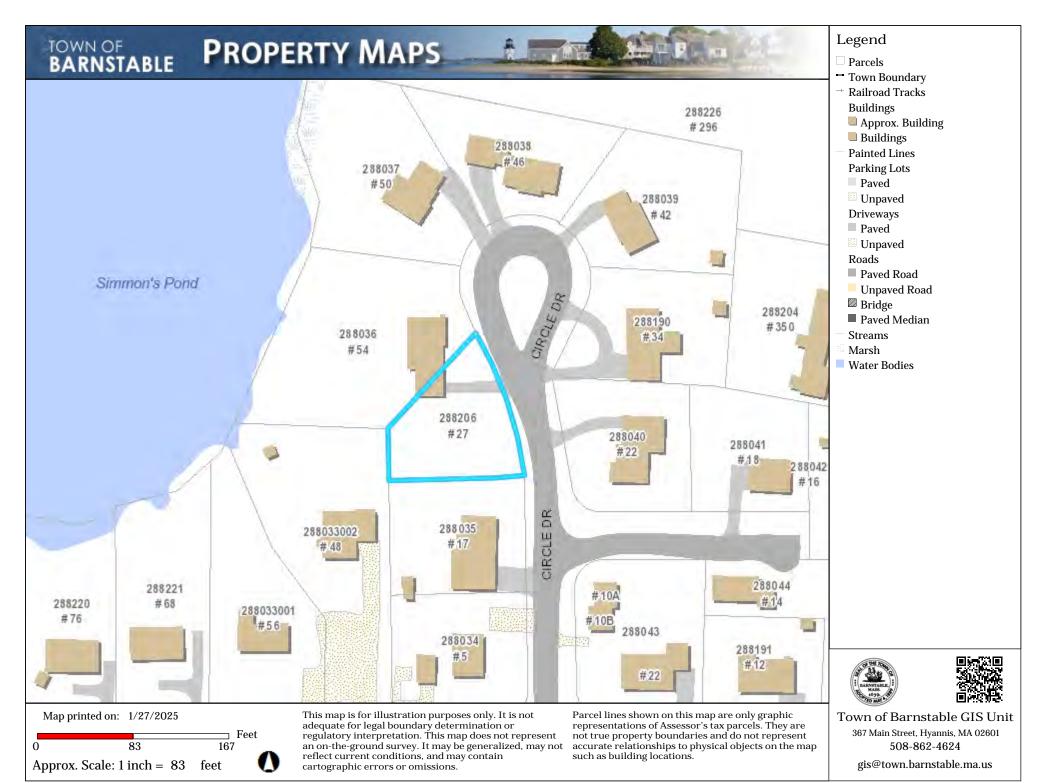
Town of Barnstable GIS Unit

367 Main Street, Hyannis, MA 02601 508-862-4624 gis@town.barnstable.ma.us



27 CIRCLE DRIVE Property Location 288/206/// Bldg Name State Use 1300 Vision ID 21984 Account # 193310 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 7:06:57 P **CURRENT ASSESSMENT CURRENT OWNER TOPO** UTILITIES STRT/ROAD LOCATION Description Code Assessed Assessed CHILDS, LINDA 801 **RES LAND** 1300 170.000 170,000 4 FY2025 SUPPLEMENTAL DATA **PO BOX 418** BARNSTABLE, MA Alt Prcl ID Plan Ref. 76/97 Split Zonin Land Ct# BID Parcel #SR **HYANNIS PORT** MA 02647 ResExpt Q Life Estate VISION #DL 1 LOT 3 PP STATU #DL 2 GIS ID F_982839_2695935 Assoc Pid# 170,000 Total 170.000 RECORD OF OWNERSHIP BK-VOL/PAGE SALE DATE | Q/U | V/I | SALE PRIC | VC PREVIOUS ASSESSMENTS (HISTORY) Code Year Code Assessed V Year Code Assessed Year Assessed CHILDS, LINDA 7326 0332 U V 10-15-1990 1 Α CHILDS, RALPH & LINDA 06-30-1978 1300 170,000 2024 1300 170.000 1300 168,000 2740 0286 U 0 2025 2023 Total 170.000 Total 170,000 Total 168.000 **EXEMPTIONS** OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Number Year Code Description Amount Code Description Amount Comm Int APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) Total 0.00 ASSESSING NEIGHBORHOOD Appraised Xf (B) Value (Bldg) 0 Nbhd Name Nbhd В Tracing Batch Appraised Ob (B) Value (Bldg) 0 HYAN 0106 170,000 Appraised Land Value (Bldg) NOTES Special Land Value Total Appraised Parcel Value 170,000 С Valuation Method Total Appraised Parcel Value 170,000 **BUILDING PERMIT RECORD VISIT/CHANGE HISTORY** Issue Date Date Comp Purpost/Result Permit Id Type Description Amount Insp Date % Comp Comments Date Id Type Is Cd 05-27-2020 WD FR Field Review 02-16-2012 DR 03 16 In Office Review DR 16 In Office Review 02-08-2012 03 LAND LINE VALUATION SECTION В Use Code Zone LA Land Units Unit Price AC Disc Site Index Location Adjustmen Land Value Description Size Adi Cond. Nbhd. Nbhd. Adi Notes Adi Unit P RB 0.240 AC 176.344.00 3.49265 1.0000 5 0106 1.150 1300 Vac Land M-00 1.00 1.0000 708.303.3 170.000 Parcel Total Land Area 0.24 **Total Card Land Units** 0.24 AC Total Land Value 170,000

27 CIRCLE DRIVE State Use 1300 Property Location Map ID 288/206/// Bldg Name Vision ID 21984 Account # 193310 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 Print Date 12/20/2024 7:06:57 P CONSTRUCTION DETAIL **CONSTRUCTION DETAIL (CONTINUED)** Element Cd Description Element Cd Description Style 99 Vacant Land Model 00 Vacant or OBY Grade: Stories CONDO DATA Exterior Wall 1 Owne 0.0 Parcel Id C Exterior Wall 2 ISI Roof Structure Code Factor% Adjust Type Description Roof Cover Condo Flr Interior Wall 1 Condo Unit Interior Wall 2 COST / MARKET VALUATION Interior Floor 1 Interior Floor 2 **Building Value New** lo Heat Fuel Heat Type No Sketch AC Type Year Built lo Bedrooms lo Effective Year Built Full Baths Depreciation Code Half Baths Remodel Rating Extra Fixtures Year Remodeled Total Rooms Depreciation % Bath Style Functional Obsol Kitchen Style lo External Obsol Occupancy Trend Factor Sewer Occupan Condition Accessory Apt Condition % 10 Foundation Alt Percent Good Rms Prts RCNLD lo Bath Split Dep % Ovr Dep Ovr Comment Misc Imp Ovr Misc Imp Ovr Comment Cost to Cure Ovr Cost to Cure Ovr Comment OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B) Code Description L/B Units Unit Price Yr Blt Cond. Cd % Gd Grade Grade Adj. Appr. Value **BUILDING SUB-AREA SUMMARY SECTION** Code Description Living Area Floor Area Eff Area Unit Cost Undeprec Value Ttl Gross Liv / Lease Area 0 0 0 ol



TOWN OF BARNSTABLE PROPERTY MAPS

200226
200226

Legend Road Names



BARNSTABLE MASS. 1679 MR.



Map printed on: 1/27/2025

0 83 167

Approx. Scale: 1 inch = 83 feet

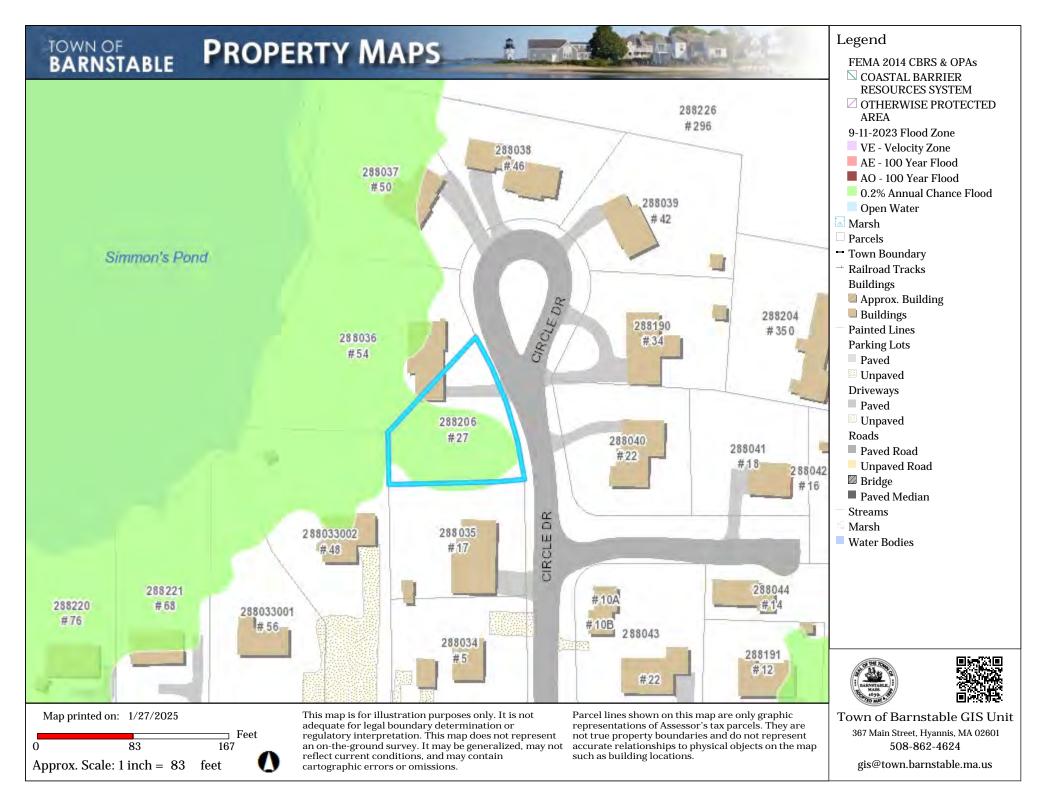
This map is for illustration purposes only. It is not adequate for legal boundary determination or regulatory interpretation. This map does not represent an on-the-ground survey. It may be generalized, may not reflect current conditions, and may contain cartographic errors or omissions.

Parcel lines shown on this map are only graphic representations of Assessor's tax parcels. They are not true property boundaries and do not represent accurate relationships to physical objects on the map such as building locations.

Town of Barnstable GIS Unit

367 Main Street, Hyannis, MA 02601 508-862-4624

gis@town.barnstable.ma.us





Chapter 240. Zoning

Article III. District Regulations

§ 240-11. RB, RD-1 and RF-2 Residential Districts.

- A. Principal permitted uses. The following uses are permitted in the RB, RD-1 and RF-2 Districts:
 - (1) Single-family residential dwelling (detached).
- B. Accessory uses. The following uses are permitted as accessory uses in the RB, RD-1 and RF-2 Districts:
 - (1) Renting of rooms for not more than three nonfamily members by the family residing in a single-family dwelling. [Amended 11-7-1987 by Art. 12]
 - (2) Keeping, stabling and maintenance of horses subject to the following:
 - (a) Horses are not kept for economic gain.
 - (b) A minimum of 21,780 square feet of lot area is provided, except that an additional 10,890 square feet of lot area for each horse in excess of two shall be provided.
 - (c) All state and local health regulations are complied with.
 - (d) Adequate fencing is installed and maintained to contain the horses within the property, except that the use of barbed wire is prohibited.
 - (e) All structures, including riding rings and fences to contain horses, conform to 50% of the setback requirements of the district in which located.
 - (f) No temporary buildings, tents, trailers or packing crates are used.
 - (g) The area is landscaped to harmonize with the character of the neighborhood.
 - (h) The land is maintained so as not to create a nuisance.
 - (i) No outside artificial lighting is used beyond that normally used in residential districts.
- C. Conditional uses. The following uses are permitted as conditional uses in the RB, RD-1 and RF-2 Districts, provided a special permit is first obtained from the Zoning Board of Appeals subject to the provisions of § 240-125C herein and the specific standards for such conditional uses as required in this section:
 - (1) Renting of rooms to no more than six lodgers in one multiple-unit dwelling.
 - (2) Public or private regulation golf courses subject to the following:
 - (a) A minimum length of 1,000 yards is provided for a nine-hole course and 2,000 yards for an eighteen-hole course.
 - (b) No accessory buildings are located on the premises except those for storage of golf course maintenance equipment and materials, golf carts, a pro shop for the sale of golf related articles, rest rooms, shower facilities and locker rooms.
 - (3) Keeping, stabling and maintenance of horses in excess of the density provisions of Subsection **B(2)(b)** herein, either on the same or adjacent lot as the principal building to which such use is accessory.
 - (4) (Reserved)[1]
 - [1] Editor's Note: Former Subsection C(4), regarding family apartments, was repealed 11-18-2004 by Order No. 2005-026. See now § **240-47.1**.
 - (5) Windmills and other devices for the conversion of wind energy to electrical or mechanical energy, but only as an accessory use.
 - (6) Bed-and-breakfast. [Added 2-20-1997]
 - (a) Intent: It is the intent of this section to allow bed-and-breakfast operations in larger older homes to provide an adaptive reuse for these structures and, in so doing, encourage the maintenance and enhancement of older buildings which are part of the community character. This use will also create low-intensity accommodations for tourist and visitors and enhance the economic climate of the Town. By requiring that the operation is owner occupied and managed, the Town seeks to ensure that the use will be properly managed and well maintained.
 - (b) Bed-and-breakfast, subject to the following conditions:
 - [1] The bed-and-breakfast operation shall be located within an existing, owner-occupied single-family residential dwelling constructed prior to 1970 containing a minimum of four bedrooms as of December 1, 1996.

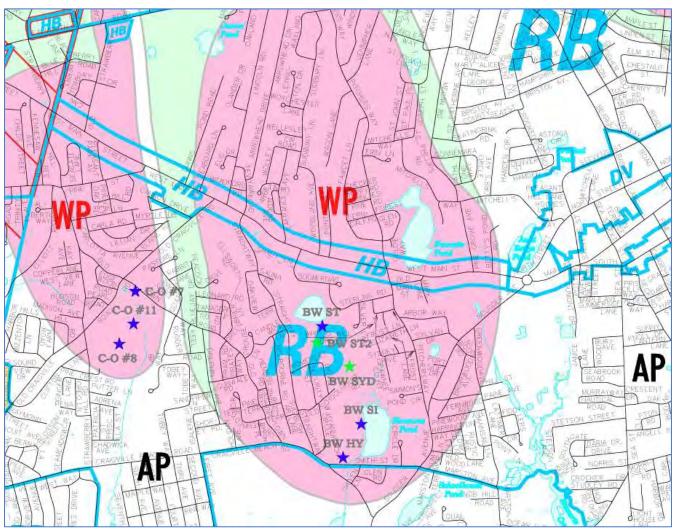
- [2] No more than three bedrooms shall be rented for bed-and-breakfast to a total of six guests at any one time. For the purpose of this section, children under the age of 12 years shall not be considered in the total number of guests.
- [3] No cooking facilities including but not limited to stoves, microwave ovens, toaster ovens and hot plates shall be available to guests, and no meals except breakfast shall be served to guests.
- [4] The owner of the property shall be responsible for the operation of the property and shall be resident when the bed-and-breakfast is in operation. The owner shall file an affidavit with the Building Commissioner on an annual basis in the month of January stating that the property is the principal residence of the owner and that the owner is resident all times that the bed-and-breakfast is being operated. If the affidavit is not filed, the operation shall cease forthwith and any special permit issued shall be considered null and void. The requirement for filing of an affidavit shall not apply to bed-and-breakfast operations legally established prior to October 1, 1996.
- [5] The single-family residence in which the bed-and-breakfast operation is located shall be maintained so that the appearance of the building and grounds remain that of a single-family residence.
- [6] If the property is not served by public water, the applicant shall provide evidence to the Zoning Board of Appeals that the proposed use will not have any detrimental impact on any private water supply on site or off site.
- [7] No parking shall be located in any required building yard setback, and parking areas shall be screened from adjoining residential properties by a fence or dense plantings, not less than five feet in height. Parking areas may be permitted in front of the house, not within the required building front yard setback, provided that the Zoning Board of Appeals finds that the spaces are designed and located in a manner which retains the residential character of the property. Grass overflow areas may be utilized for parking, provided these are maintained with a grass ground cover in good condition.
- [8] The special permit for the bed-and-breakfast conditional use operation shall be issued to the owner only and is not transferable to a subsequent property owner. This provision shall only apply to bed-and-breakfast conditional use operations established in residential districts.
- D. Special permit uses. The following uses are permitted as special permit uses in the RB, RD-1 and RF-2 Districts, provided a special permit is first obtained from the Planning Board:
 - (1) Open space residential developments subject to the provisions of § 240-17 herein.
- E. Bulk regulations.

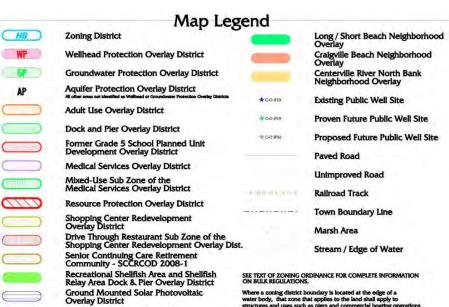
				Minimum Yard Setbacks				
	Minimum Lot Area	Minimum Lot Frontage	Minimmum Lot Width	Front	Side	Rear	Maximum Building Height	
Zoning Districts	(square feet)	(feet)	(feet)	(feet)	(feet)	(feet)	(feet)	
RB	43,560 ²	20	100	20^{3}	10	10	30 ¹	
RD-1	43,560 ²	20	125	30^{3}	10	10	30 ¹	
RF-2	43,560 ²	20	150	30^{3}	15	15	30 ¹	

NOTES:

- Or 2 1/2 stories, whichever is lesser.
- A minimum lot area of 87,120 square feet is required in RPOD Overlay District. [Added 10-26-2000]
- One hundred feet along Routes 28 and 132.

Excerpt from Barnstable Zoning Map (Updated 2.2.2023)

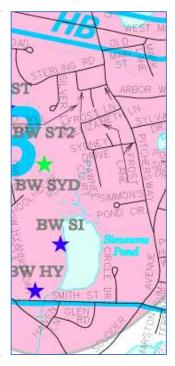




Medical Marijuana Overlay District

Registered Recreational Marijuana Cultivators, Research Facilities, and Testing Laboratories Overlay Craigville Village Neighborhood Overlay Where a zoning district boundary is located at the edge of a water body, that zone that applies to the land shall apply to structures and uses such as plers and commercial boating operat to the extent of the territorial jurisdiction of the town.

Where zoning district boundaries are located along the edge of a roadway and a distance is shown from such point to another zoning boundary, such distance and points shall be from the edge of the road layout. The ultimate location of such point shall be determined by survey as the line shown on this map is considered an approximation.



BOARD OF HEALTH ABUTTER NOTIFICATION LETTER

November 17, 2008

RE:

54 Circle Drive, Haynnis, MA

Public Hearing

To Whom It May Concern,

As an abutter of a proposed septic project, please be advised that a variance application has been filed with the Barnstable Board of Health.

APPLICANT:

Linda Childs

PROJECT ADDRESS OR LOCATION:

54 Circle Drive

Hyannis, MA 02601

ASSESSOR'S MAP & PARCEL:

Map 288

Parcel 036

PROJECT DESCRIPTION:

Proposed Septic Upgrade

APPLICANTS AGENT:

A & M Land Services

618 Main Street Unit 3

West Yarmouth, MA 02673

508-771-5263

PUBLIC HEARING:

Barnstable Town Hall

230 South Street

Hyannis, MA

DATE:

Dec 9, 2008

TIME:

3:00 PM

Note: Plans and application describing the proposed variance are on file with the Barnstable Board of Health.



Town of Barnstable Board of Health DATE: 1/24/08
FEE: 85

REC. BY SCE

SCHED. DATE: 12/9/18

200 Main Street, Hyannis MA 02601

Office: 508-862-4644 FAX: 508-790-6304 Wayne A. Miller, M.D. Paul J. Canniff, D.M.D. Junichi Sawayanagi

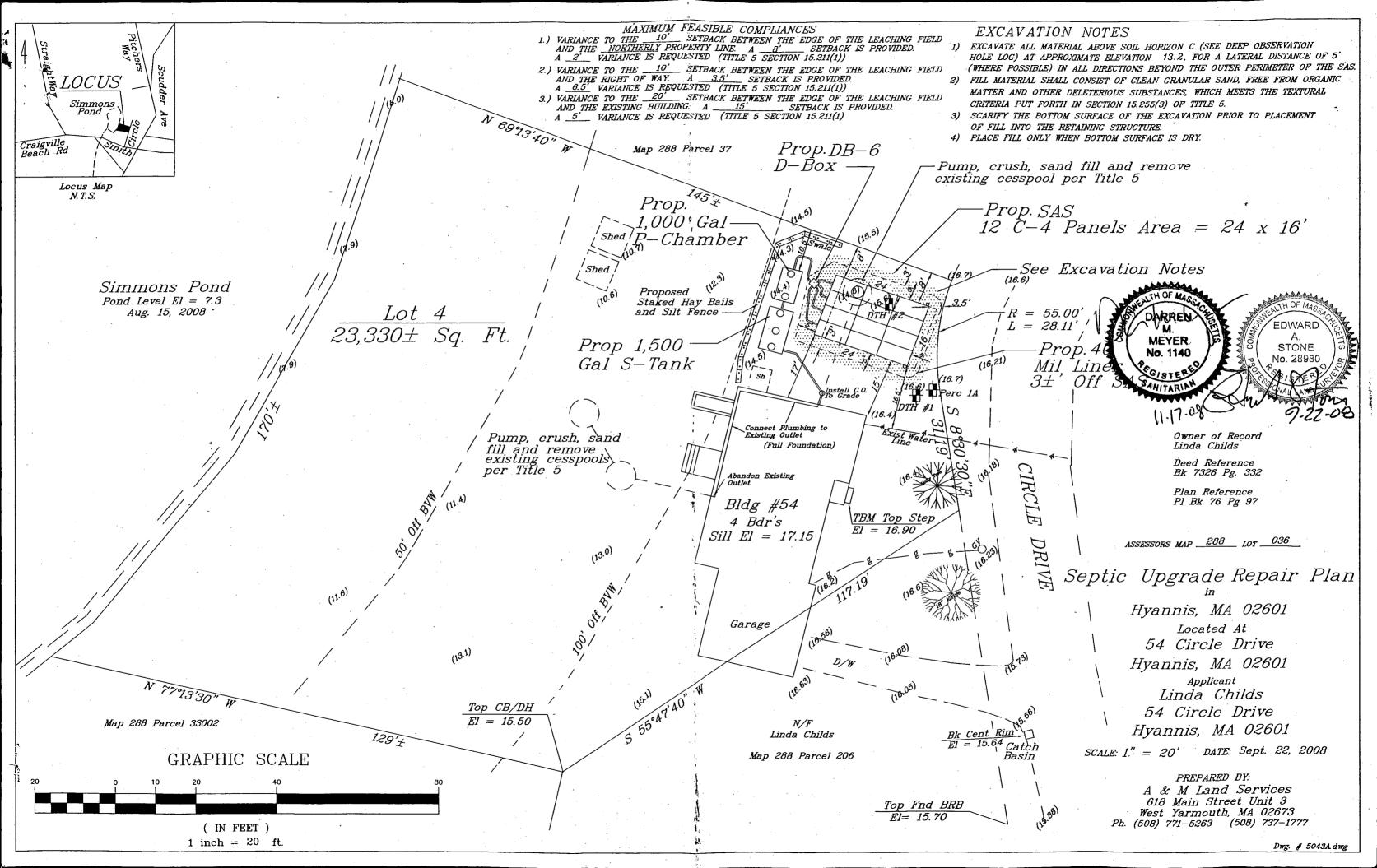
VARIANCE REQUEST FORM

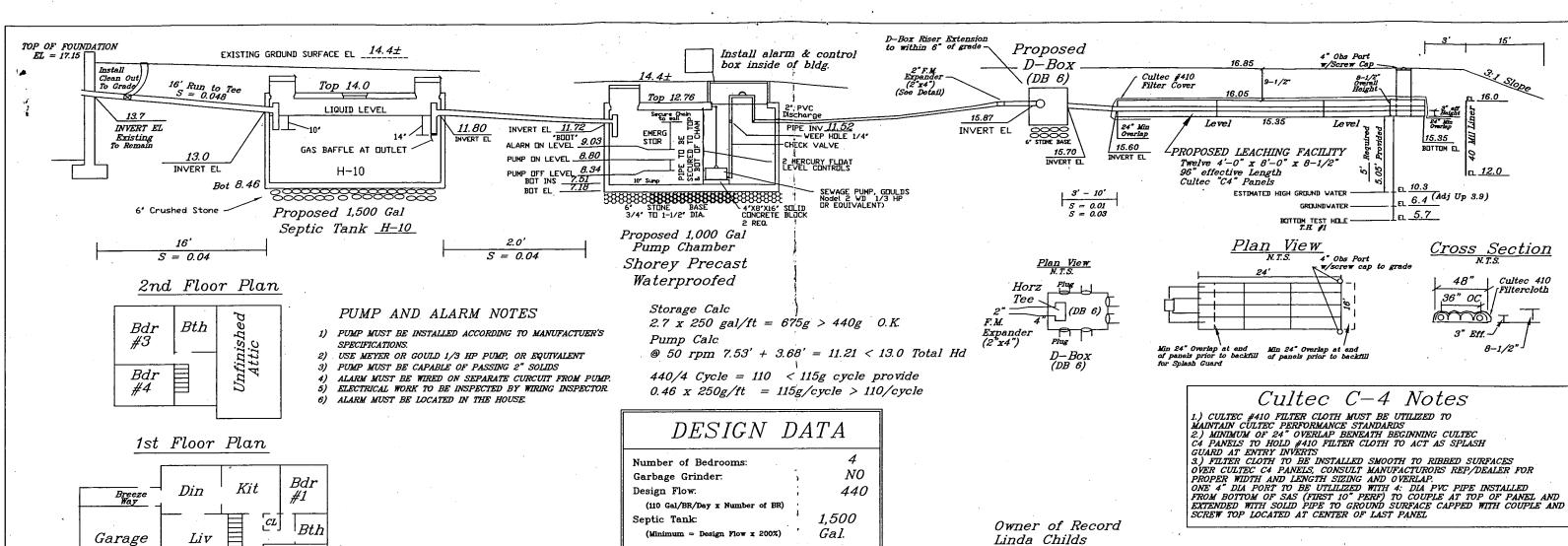
Property Address: 54 CIRCLE DRIVE	Hyannis MA, ozbol
Assessor's Map and Parcel Number: 228 - 036	Size of Lot: 23,330 = 5q. Ft.
Wetlands Within 300 Ft. Yes Business Name: No Subdivision Name:	me:
APPLICANT'S NAME: A&M LAND SERVICE Did the owner of the property authorize you to represent him	
PROPERTY OWNER'S NAME Name: LINDA Childs	Name: MIKE ALIQUE A & MEDICAL
Address: Hymnil mA 02601	Address: W. YARMOUTH MA 22673
Phone: 508 775-8046	Phone: 508-771-52963 7
LOCAL 360-1 SAS	ON FOR VARIANCE (May attach if more space needed) WITHIN 10' OF HORTHERY PROP. LINE WITHIN 10' OF RIGHT BUILDING
NATURE OF WORK: House Addition □□□□□□ House	Renovation Repair of Failed Septic System
Four (4) copies of the completed variance request form Four (4) copies of engineered plan submitted (e.g. septic system plans four (4) copies of labeled dimensional floor plans submitted (e.g. Signed letter stating that the property owner authorized you to repeat the property owner authorized you the property owner authorized you the property owner authorized you the prop	d separate completed sets. plans) house plans or restaurant kitchen plans)
VARIANCE APPROVED	Wayne Miller, Chairman
NOT APPROVED	Paul J. Canniff, D.M.D.
REASON FOR DISAPPROVAL	Junichi Sawayanagi

EXCERPT FROM THE BOARD OF HEALTH MEETING MINUTES 12/09/2008:

C. Mike Aucoin, A&M Land Services, representing Linda Childs, owner 54 Circle Drive, Map/Parcel 228-036, Hyannis, 0.53 acre parcel, three variances regarding setbacks of SAS.

Upon a motion duly made by Dr. Canniff, seconded by Mr. Sawayanagi, the Board voted to approve the variance with the following conditions: 1) Replace both tank and pump chamber with watertight monolithic tank, 2) provide buoyancy calculations for both, and 3) Effluent filter must be shown on the plan. (Unanimously voted in favor.)





STANDARD NOTES

- 1) THIS PLAN IS FOR THE ENSTALLATION / REPAIR OF A SEPTIC SYSTEM
- ALL INSTALLATION PROCEDURES AND MATERIALS SHALL CONFORM TO 310 CMR 15.000, THE STATE ENVIRONMENTAL CODE, TITLE 5, AND THE TOWN OF BAYINSTABLE SUBSURFACE DISPOSAL REGULATIONS.

 NO DETERMINATION HAS BEEN MADE AS TO COMPLIANCE OF AVAILABLE PROPERTY INFORMATION WITH RECORDED DEEDS

Bdr #2

- OR ZONING REGULATIONS.
- 4) THIS PROPERTY IS SERVICED BY TOWN WATER
- 5) THERE ARE NO KNOWN WELLS WITHIN 100' OF THE PROPOSED SOIL ABSORPTION SYSTEM
- 6) ALL COVERS OF SYSTEM COMPONENTS SHALL BE BROUGHT TO WITHIN 6" OF FINISHED GRADE
- 7) ALL SYSTEM COMPONENTS SHALL REMAIN ACCESSIBLE FOR INSPECTION. NO STRUCTURES SHALL BE LOCATED DIRECTLY UPON OR ABOVE THE COMPONENT ACCESS LOCATIONS, WHICH WOULD INTERFERE WITH THE PERFORMANCE, ACCESS, INSPECTION PUMPING OR REPAIR.
- 8) NO DRIVEWAY, PARKING OR TURNING AREA, OR OTHER IMPERVIOUS AREA SHALL BE LOCATED ABOVE A SOIL ABSORPTION SYSTEM, EXCEPT WHEN VENTING HAS BEEN PROVIDED.
- SEPTIC TANKS, GREASE TRAPS, DOSING CHAMBERS AND DISTRIBUTION BOXES SHALL BE PLACED ON A 6° STONE BASE TO ENSURE STABILITY AND PREVENT SETTLING.
- (O) OUTLET DISTRIBUTION LINES SHALL REWAIN LEVEL FOR A MINIMUM OF THE FIRST TWO FEET OF THEIR LENGTH.
- 11) ALL SYSTEM COMPONENTS SHALL BE CAPABLE OF WITHSTANDING H-10 LOADING UNLESS THEY ARE UNDER OR WITHIN 10 OF DRIVEWAYS OR PARKING OR TURNING AREAS, IN WHICH CASE H-20 COMPONENTS SHALL BE USED.
- ALL BUILDING SEWER LINES SHALL HAVE AN INNER DIAMETER OF 4" AND SHALL BE CAST-IRON OR SCHEDULE 40 PVC.
- 13) THE DEPTH OF THE TOP OF ALL SYSTEM COMPONENTS SHALL NOT EXCEED 36" UNLESS VENTING HAS BEEN PROVIDED.
- 14) IN THE AREAS OF EXCAVATION, EXISTING GRADES SHALL BE REESTABLISHED UNLESS NOTED AS PROPOSED CONTOURS. 15) IF SOILS ARE ENCOUNTERED DURING THE EXCAVATION OF THE SOIL ABSORPTION SYSTEM, THAT DIFFER NOTABLY FROM
- THE DEEP OBSERVATION HOLE LOG, CONTACT A & M LAND SERVICES AND TOWN BOH BEFORE PROCEEDING. 16) CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION
- 17) CHANGES OR REVISIONS TO SEPTIC DESIGN REQUIRE NOTIFICATION
- TO A & M LAND SERVICES AND TOWN BOH FOR REVIEW AND APPROVAL
- 18) CONTRACTOR SHALL NOTIFY TOWN AND DESIGN ENGINEER AT LEAST
- 24 48 HOURS PRIOR TO INSPECTION(S).
- 19) MAGNETIC TAPE TO BE PLACED OVER ALL COMPONENTS ACCESS POINTS.

Per DEP Title 5 310 CMR15.0 Mod. Cert. for Gen Use of Cultec "C4" Panels Leaching Area:

 $6.7 \, SF/LF \, x \, 96 \, LF = 643.2 \, SF$ Long Term Acceptance Rate (LTAR): X 0.74

 $\frac{476}{\text{GPD Provided}} - \frac{440}{\text{GPD Required}} = \frac{36 \text{ GPD}}{\text{Reserve}}$

10 Y RG /6

Leaching Area Design Capacity: 476 GPD (Sidewall Area + Bottom Area) x LTAR

DEEP OBSERVATION

HOLE LOG

Soil Horizon

Last Measurement: July at ats. Zone C Adjust Up 3.9'

Elev (ft)

5.7

26" - 126"

Perc Rate

Test Hole #1 (EL = 16.2 ±)

LOAMY SANDY

LOAMY SANDY

MED/COARSE

8/15/08 ED STONE

CARVER

Donna Miorandi < 2 MIN/IN **0** 52

DEEP OBSERVATION

1	Test Hole #2 (EL = 15.4 ±)							
-	Depth (m)	Elev (ft)	Soil Horizon	Soil Texture (USDA)	Soil Color (Munsell)			
ŀ	0 - 24"	13.4	Fill					
ı	, 24" - 26"		В	SANDY LOAM	10 YR6 /6			
	26" - 120"	5.4	C	MED/COARSE SAND	10YR7/6			
	6							

HOLE LOG

CARVER

Geologic Materia:
Depth to Standing Water:
Depth to Weeping Water:
Depth to Mctiling(Color):
Ext Seasonal High GW:
USGS Observation Well:
Date of Last Measurement
Companying Zone C. Additor.

RL = 6.4 Adj Up 3.9 <u>Rt = 10.3</u> Mil 29 nts: Zone C Adjust Up 3.9'

Linda Childs Deed Reference

Plan Reference Pl Bk 76 Pg 97

Bk 7326 Pg. 332

Septic Upgrade Repair Plan

ASSESSORS MAP 288 LOT 036

Hyannis, MA 02601 Located At 54 Circle Drive Hyannis, MA 02601 Applicant Linda Childs 54 Circle Drive Hyannis, MA 02601

DATE: Sept. 22, 2008 SCALE: = N.T.S:

> PREPARED BY: A & M Land Services 618 Main Street Unit 3 West Yarmouth, MA 02673

Ph (508) 771-5263 (508) 737-1777

EDWARD STONE No. 28980

WEYER

SANITARIA

TH OF MA

Dwg. # 5043.dwg

Slope

16.0

EL 12.0

Cross Section

Cultec 410

[Filtercloth

48"

36" OC

PHOTO GALLERY 27 & 54 CIRCLE DR., HYANNIS PORT, MA











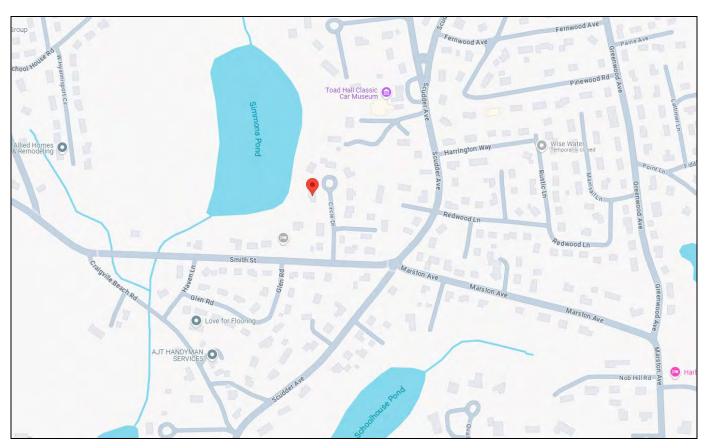


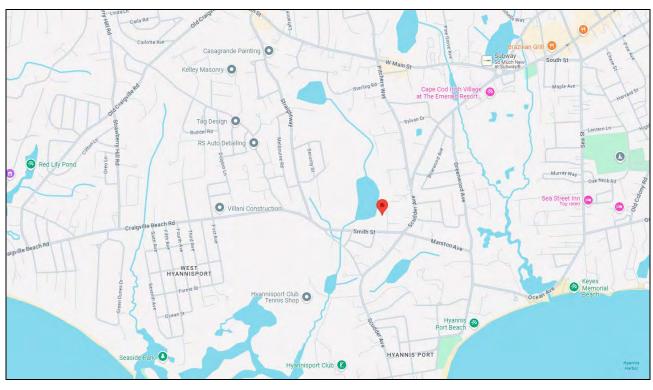






MAP 27 & 54 CIRCLE DR., HYANNIS PORT, MA







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 deleaded 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 deleaded. 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



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
Phone: 800-521-0111

Fax: 508-362-1073 **JJManning.com**

auctions@JJManning.com

Let JJManning Auction your Valuable Real Estate

Marketing | Experience | Integrity | Results

JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.

Call or Visit **JJManning.com** for a Free Consultation!