

JJ Manning

— AUCTIONEERS —

PROPERTY INFORMATION PACKAGE #25-2110

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

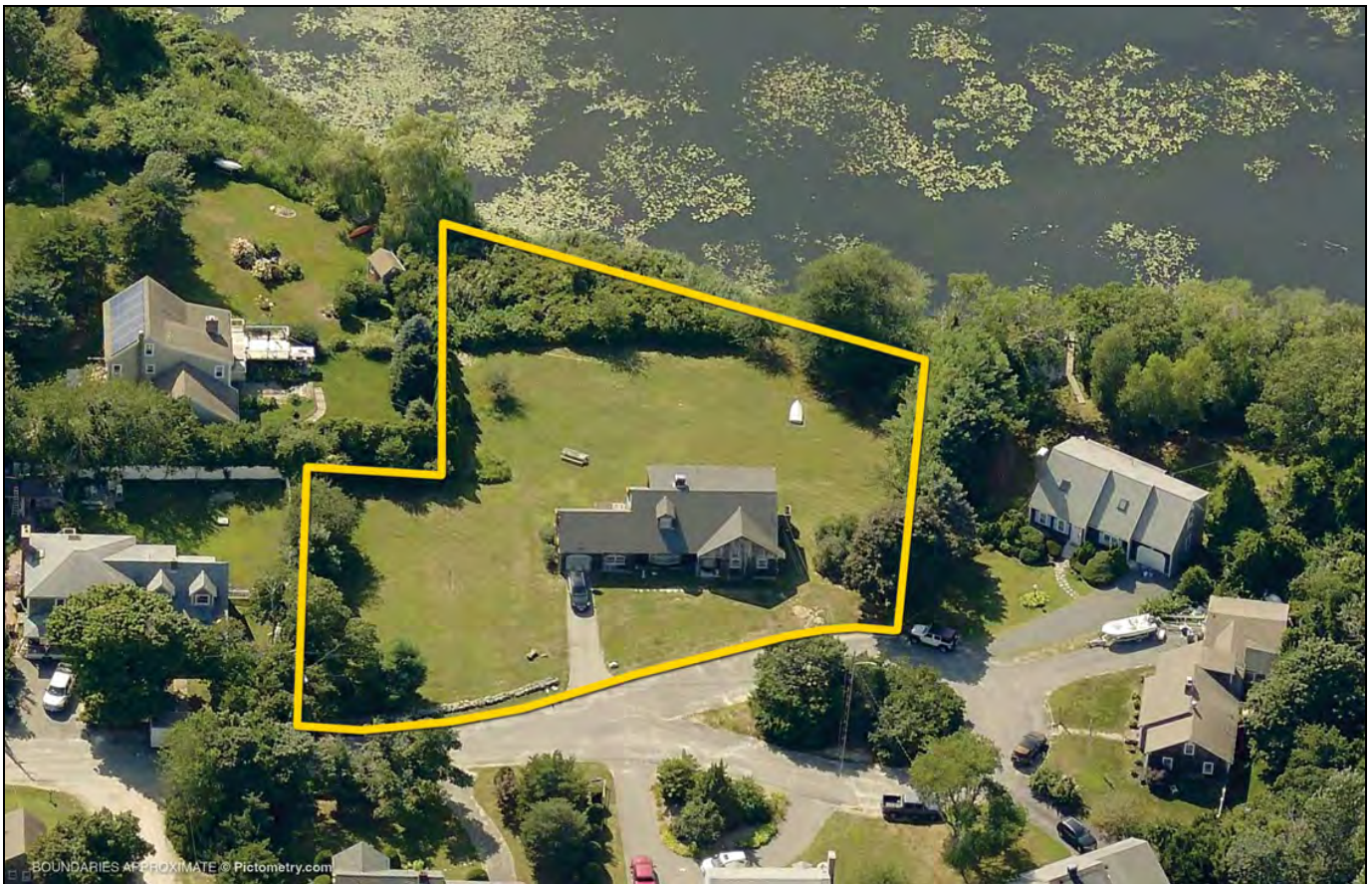


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JJ Manning
AUCTIONEERS
AUCTIONEER'S DISCLAIMER

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.



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



TERMS & CONDITIONS

REAL ESTATE AUCTION

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

Friday, May 9 at 11am On-site

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Terms of Sale: 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.

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 Monday, June 9, 2025 (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 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 purchase price for said premises is _____ dollars, 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.

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.

Buyer's Initials: _____

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

Linda Childs, Seller

By:

BUYER

By:

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 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



BOUNDARIES APPROXIMATE © Pictometry.com

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

Convenient to shopping, restaurants, attractions, conservation, golf, marinas & Hyannis Harbor ferries.
1± miles to Fortes Beach, 2± miles to Craigville Beach & Keyes Beach.

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.

JJManning
 AUCTIONEERS

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

CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				801 FY2025 BARNSTABLE, MA					
CHILDS, LINDA P O BOX 418 HYANNIS PORT MA 02647		1	Level	2	Public Water	1	Paved	1	Lake/Pond Fro	Description	Code	Assessed	Assessed			418,100 271,300			
		4	Gas							RESIDNTL	1010	418,100	418,100						
		6	Septic					4		RES LAND	1010	271,300	271,300	Total 689,400 689,400					
SUPPLEMENTAL DATA																			
Alt Prcl ID Split Zonin BID Parcel ResExpt Q YES: #DL 1 LOT 4 #DL 2 GIS ID F_982754_2696008								Plan Ref. 76/97 Land Ct# #SR Life Estate PP STATU Assoc Pid#											
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U V/I		SALE PRIC		VC		PREVIOUS ASSESSMENTS (HISTORY)					
CHILDS, LINDA CHILDS, RALPH & LINDA				7326	0332	10-15-1990	U	I	1	A	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
				2740	0286	06-30-1978	U		0		2025	1010	418,100	2024	1010	396,800	2023	1010	352,100
										1010	271,300	2024	1010	271,300	2023	1010	268,400	Total 620,500	
										Total 689,400		Total 668,100		Total 620,500					
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor											
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int											
2010	5C	RESIDENTIAL EXEMPTION	0.00																
			Total	0.00															
ASSESSING NEIGHBORHOOD																			
Nbhd		Nbhd Name		B		Tracing		Batch											
0108								HYAN											
NOTES																			
BUILDING PERMIT RECORD																			
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result					
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					
									08-19-2014	JR	03		16	In Office Review					
									02-15-2012	DR	03		16	In Office Review					
									02-08-2012	DR	03		16	In Office Review					
									02-14-2002	PT	01		00	Meas/Listed-Interior Acces					
									04-15-1990	ML	01		00	Meas/Listed-Interior Acces					
LAND LINE VALUATION SECTION																			
B	Use Code	Description	Zone	LA	Land Units	Unit Price	Size Adj	AC Disc	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustmen	Adj Unit P	Land Value			
1	1010	Single Fam M-0	RB	4	0.530	AC	176,344.00	1.70777	1.0000	5	1.00	0108	1.700		1.0000	511,961.9	271,300		
Total Card Land Units					0.53	AC	Parcel Total Land Area					0.53	Total Land Value					271,300	

CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd	Description				Element	Cd	Description			
Style	04	Cape Cod									
Model	01	Residential									
Grade:	C	Average									
Stories	1.75	1 3/4 Stories									
Exterior Wall 1	14	Wood Shingle				CONDO DATA					
Exterior Wall 2						Parcel Id		C		Owne	0.0
Roof Structure	03	Gable/Hip						B		S	
Roof Cover	03	Asph/F Gls/Cmp				Adjust Type	Code	Description		Factor%	
Interior Wall 1	05	Drywall				Condo Flr					
Interior Wall 2						Condo Unit					
Interior Floor 1	12	Hardwood				COST / MARKET VALUATION					
Interior Floor 2						Building Value New		543,183			
Heat Fuel	03	Gas				Year Built		1958			
Heat Type	05	Hot Water				Effective Year Built		1984			
AC Type	01	None				Depreciation Code		F			
Bedrooms	04	4 Bedrooms				Remodel Rating					
Full Baths	2					Year Remodeled					
Half Baths	0					Depreciation %		31			
Extra Fixtures						Functional Obsol		0			
Total Rooms	8	8 Rooms				External Obsol		0			
Bath Style						Trend Factor		1			
Kitchen Style						Condition					
Occupancy						Condition %					
Sewer Occupan						Percent Good		69			
Accessory Apt						RCNLD		374,800			
Foundation Alt	01	Poured Conc.				Dep % Ovr					
Rms Prts						Dep Ovr Comment					
Bath Split	20	2 Full-0 Half				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	
FPL2	Fireplace 1.5 s	B	1	6000.00	1982		69		0.00	4,100	
FOPC	Open Prch-roo	B	28	55.00	1982		69		0.00	1,300	
FEP	Enclosed porc	B	100	70.00	1982		69		0.00	5,700	
GAR	Attached Gara	B	299	40.00	1982		69		0.00	9,200	
BMT	Basement-Unfi	B	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	1,417	1,417	1,417	251.59	356,503					
BMT	Basement Area	0	1,287	0	0.00	0					
FAT	Attic, Finished	28	189	28	37.27	7,045					
FEP	Enclosed Porch	0	100	0	0.00	0					
FPC	Open Porch Conc. Floor	0	28	0	0.00	0					
GAR	Attached Garage	0	299	0	0.00	0					
PTO	Patio	0	40	0	0.00	0					
TQS	Three Quarter Story	714	1,098	714	163.60	179,635					
Ttl Gross Liv / Lease Area		2,159	4,458	2,159		543,183					

Treasurer/Collector

Sean D. O'Brien

OFFICE HOURS M-F 8:30 AM to 4:30 PM

Collector's Office: (508) 862-4054

Make Check Payable and Mail To:

Town of Barnstable, MA
Department 2200
PO Box 986535
Boston, MA 02298-6535

Based on assessments as of January 1, 2024, your Real Estate Tax for the fiscal year beginning July 1, 2024 and ending June 30, 2025 on the parcel of real estate described below is as follows:

PROPERTY DESCRIPTION

54 CIRCLE DRIVE
Class Code 1010
Land Area 0.53 AC
Parcel ID 288-036
Book/Page 7326 0332
Deed Date 10/15/1990

Assessed owner as of January 1, 2024:

CHILDS, LINDA
P O BOX 418
HYANNIS PORT MA 02647-0418



Town of Barnstable
PO Box 40
Hyannis, MA 02601

Fiscal Year 2025 Actual Real Estate Tax Bill

CHILDS, LINDA
P O BOX 418
HYANNIS PORT MA 02647-0418

02082082025500005981600001253624



Town of Barnstable
PO Box 40
Hyannis, MA 02601

Fiscal Year 2025 Actual Real Estate Tax Bill

CHILDS, LINDA
P O BOX 418
HYANNIS PORT MA 02647-0418

T40 P1
11998
2



02082082025500005981600001253632

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
THE COMMONWEALTH OF MASSACHUSETTS

Town of Barnstable Fiscal Year 2025
Actual Real Estate Tax Bill

TAX SUMMARY

Table with 2 columns: Category, Amount. Includes CPA, HYCOM, HYRES, TAXCOM, TAXRES, Total Tax.

Table with 2 columns: Category, Amount. Includes Land Value, Building Value, Exempt Value, Taxable Value.

SPECIAL ASSESSMENTS

Table with 3 columns: DESC, AMOUNT, INT. Includes Total Special Assessments.

To Pay Your Bill Online:

Log on to: www.townofbarnstable.us
or pay bills by telephone by calling
855-844-0216

Taxpayer Copy

Table with 2 columns: Bill No., 5981. Includes Real Estate Tax, Special Assessments, Total Tax/Spec. Assess., Preliminary Tax, Current Payments/Credits, Exemptions/Abatements, Past Due, Interest, Fees, 3rd Quarter Due, 4th Quarter Due.

Table with 5 columns: Class 1 Residential, Class 5 Pers. Prop, Class 3 Commercial, Class 4 Industrial, General. Includes District Tax Rate Per \$1,000.

Table with 4 columns: Barnstable FD, Cotuit FD, COMM FD, W. Barnstable FD. Includes Hyannis FD, Residential/Other.

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

COLLECTOR'S COPY
4th Quarter Payment

Return This Portion With Your Payment

Table with 4 columns: Bill Date, 4/1/2025, Bill No., 5981. Includes Location, Parcel ID, AMOUNT DUE 5/1/2025, \$1,253.62, and payment options.

Payments made after 12/13/2024 may not be reflected on this bill.

Make Check Payable and Mail To:

Town of Barnstable, MA
Department 2200
PO Box 986535
Boston, MA 02298-6535

COLLECTOR'S COPY
3rd Quarter Payment

Return This Portion With Your Payment

Table with 4 columns: Bill Date, 12/31/2024, Bill No., 5981. Includes Location, Parcel ID, AMOUNT DUE 2/3/2025, \$1,253.63, and payment options.

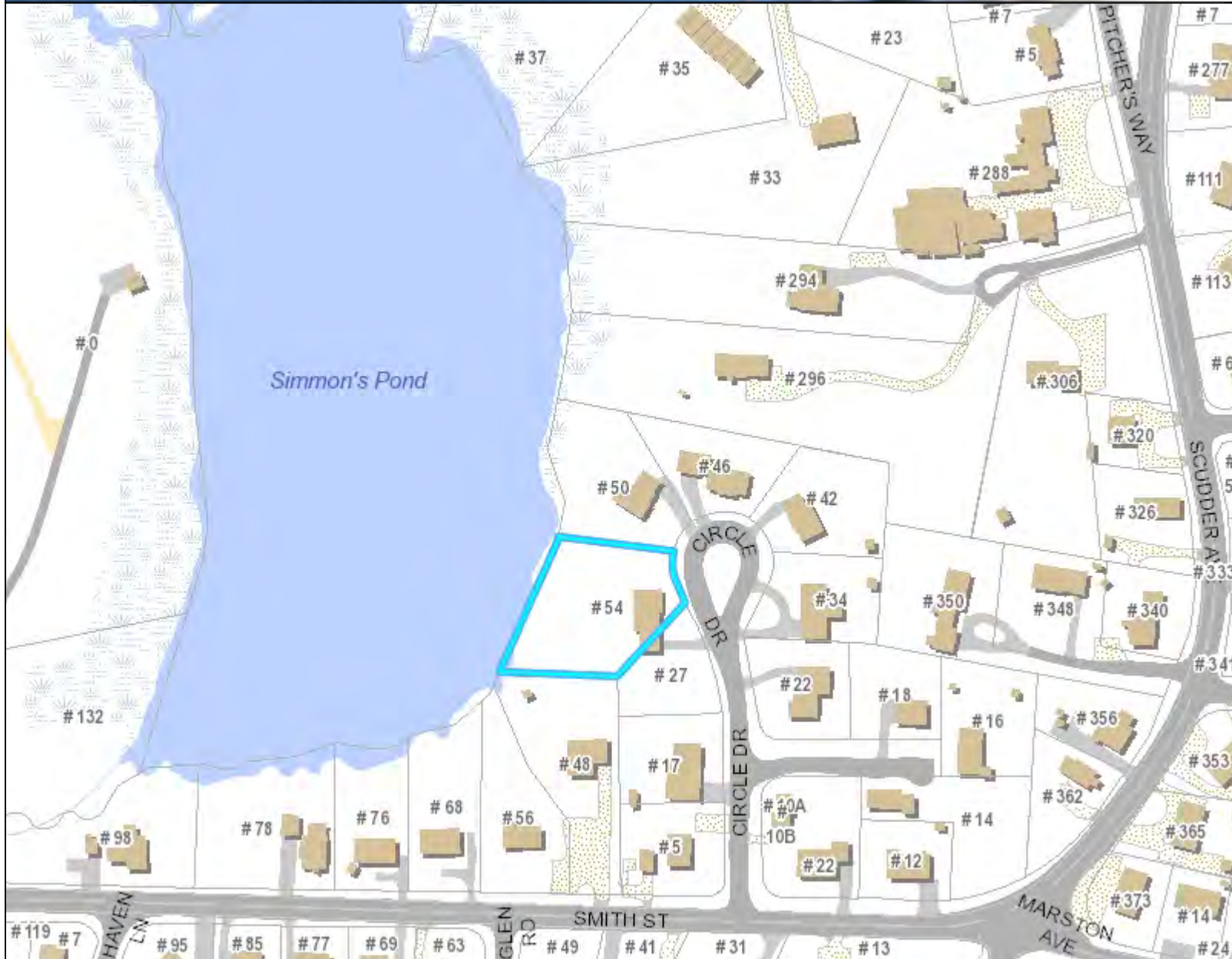
Abatement applications are due in the Assessor's office by 2/3/2025.

Make Check Payable and Mail To:

Town of Barnstable, MA
Department 2200
PO Box 986535
Boston, MA 02298-6535

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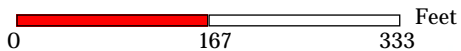
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Legend

- Parcels
- ▬ Town Boundary
- ⊕ Railroad Tracks
- Buildings
- Approx. Building
- Buildings
- Painted Lines
- Parking Lots
- Paved
- Unpaved
- Driveways
- Paved
- Unpaved
- Roads
- Paved Road
- Unpaved Road
- ▨ Bridge
- Paved Median
- Streams
- Marsh
- Water Bodies

Map printed on: 1/27/2025



Approx. Scale: 1 inch = 167 feet



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Town of Barnstable GIS Unit

367 Main Street, Hyannis, MA 02601

508-862-4624

gis@town.barnstable.ma.us

Legend

Road Names



Map printed on: 1/27/2025



Approx. Scale: 1 inch = 83 feet



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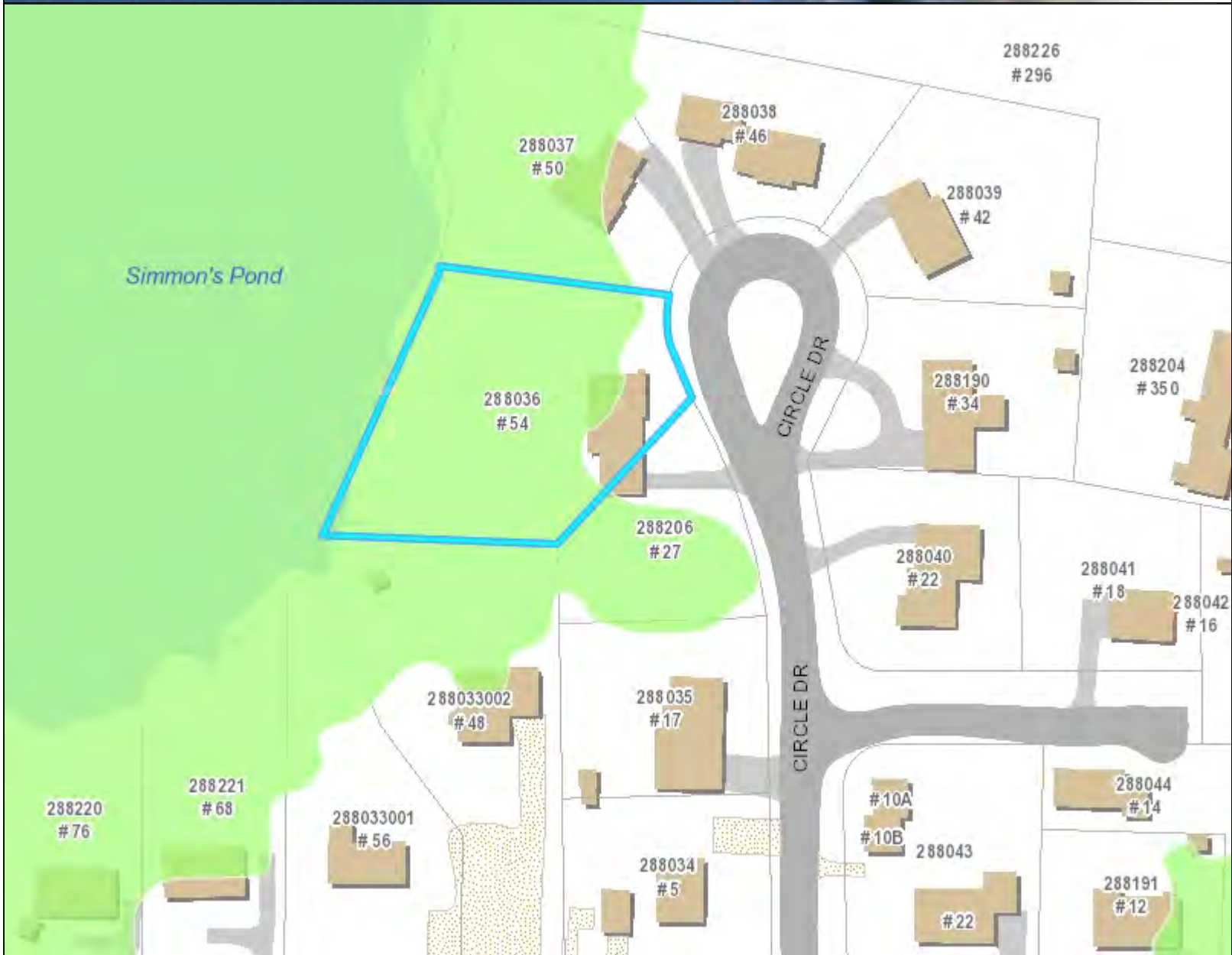


Town of Barnstable GIS Unit

367 Main Street, Hyannis, MA 02601

508-862-4624

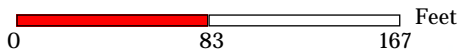
gis@town.barnstable.ma.us



Legend

- FEMA 2014 CBRS & OPAs
- COASTAL BARRIER RESOURCES SYSTEM
- OTHERWISE PROTECTED AREA
- 9-11-2023 Flood Zone
 - VE - Velocity Zone
 - AE - 100 Year Flood
 - AO - 100 Year Flood
 - 0.2% Annual Chance Flood
 - Open Water
- Marsh
- Parcels
- Town Boundary
- Railroad Tracks
- Buildings
 - Approx. Building
 - Buildings
- Painted Lines
- Parking Lots
 - Paved
 - Unpaved
- Driveways
 - Paved
 - Unpaved
- Roads
 - Paved Road
 - Unpaved Road
 - Bridge
 - Paved Median
- Streams
- Marsh
- Water Bodies

Map printed on: 1/27/2025



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Town of Barnstable GIS Unit

367 Main Street, Hyannis, MA 02601

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CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT						801 FY2025 BARNSTABLE, MA VISION						
CHILDS, LINDA PO BOX 418 HYANNIS PORT MA 02647						Description	Code	Assessed	Assessed									
					4	RES LAND	1300	170,000	170,000									
SUPPLEMENTAL DATA						Total												
Alt Prcl ID		Split Zonin		Plan Ref. 76/97														
BID Parcel		ResExpt Q		Land Ct#														
#DL 1		LOT 3		#SR														
#DL 2				Life Estate														
GIS ID		F_982839_2695935		PP STATU														
				Assoc Pid#														
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRIC	VC	PREVIOUS ASSESSMENTS (HISTORY)										
CHILDS, LINDA		7326	0332	10-15-1990	U	V	1	A	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed	
CHILDS, RALPH & LINDA		2740	0286	06-30-1978	U		0		2025	1300	170,000	2024	1300	170,000	2023	1300	168,000	
		Total								170,000		Total		170,000		Total		168,000
EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int										
		Total				0.00												
ASSESSING NEIGHBORHOOD																		
Nbhd		Nbhd Name		B		Tracing		Batch										
0106								HYAN										
NOTES																		
BUILDING PERMIT RECORD																		
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result				
									05-27-2020	WD			FR	Field Review				
									02-16-2012	DR	03		16	In Office Review				
									02-08-2012	DR	03		16	In Office Review				
LAND LINE VALUATION SECTION																		
B	Use Code	Description	Zone	LA	Land Units	Unit Price	Size Adj	AC Disc	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustmen	Adj Unit P	Land Value		
1	1300	Vac Land M-00	RB	4	0.240	AC	176,344.00	3.49265	1.0000	5	1.00	0106	1.150		1.0000	708,303.3	170,000	
Total Card Land Units					0.24	AC	Parcel Total Land Area					0.24	Total Land Value			170,000		

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Description	Element	Cd	Description					
Style	99	Vacant Land								
Model	00	Vacant or OBY								
Grade:										
Stories										
Exterior Wall 1										
Exterior Wall 2										
Roof Structure										
Roof Cover										
Interior Wall 1										
Interior Wall 2										
Interior Floor 1										
Interior Floor 2										
Heat Fuel										
Heat Type										
AC Type										
Bedrooms										
Full Baths										
Half Baths										
Extra Fixtures										
Total Rooms										
Bath Style										
Kitchen Style										
Occupancy										
Sewer Occupan										
Accessory Apt										
Foundation Alt										
Rms Prts										
Bath Split										
			CONDO DATA							
Parcel Id		C	Ownr	0.0						
			B	S						
Adjust Type	Code	Description	Factor%							
Condo Flr										
Condo Unit										
			COST / MARKET VALUATION							
Building Value New			0							
Year Built			0							
Effective Year Built			0							
Depreciation Code										
Remodel Rating										
Year Remodeled										
Depreciation %										
Functional Obsol			0							
External Obsol			0							
Trend Factor			1							
Condition										
Condition %			0							
Percent Good										
RCNLD			0							
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		0				

No Sketch

Treasurer/Collector

Sean D. O'Brien

OFFICE HOURS M-F 8:30 AM to 4:30 PM

Collector's Office: (508) 862-4054

Make Check Payable and Mail To:

Town of Barnstable, MA
Department 2200
PO Box 986535
Boston, MA 02298-6535

Based on assessments as of January 1, 2024, your Real Estate Tax for the fiscal year beginning July 1, 2024 and ending June 30, 2025 on the parcel of real estate described below is as follows:

PROPERTY DESCRIPTION

27 CIRCLE DRIVE
Class Code 1300
Land Area 0.24 AC
Parcel ID 288-206
Book/Page 7326 0332
Deed Date 10/15/1990

Assessed owner as of January 1, 2024:

CHILDS, LINDA
PO BOX 418
HYANNIS PORT MA 02647-0418

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
THE COMMONWEALTH OF MASSACHUSETTS

Town of Barnstable Fiscal Year 2025
Actual Real Estate Tax Bill

TAX SUMMARY

Table with 2 columns: Category, Amount. Includes CPA, HYCOM, HYRES, TAXCOM, TAXRES, Total Tax.

Table with 2 columns: Category, Amount. Includes Land Value, Building Value, Exempt Value, Taxable Value.

SPECIAL ASSESSMENTS

Table with 4 columns: DESC, AMOUNT, INT. Includes Total Special Assessments.

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855-844-0216

Taxpayer Copy

Table with 2 columns: Bill No. 5982, Amount. Includes Real Estate Tax, Special Assessments, Preliminary Tax, Current Payments/Credits, Exemptions/Abatements, Past Due, Interest, Fees, 3rd Quarter Due, 4th Quarter Due.

Table with 5 columns: Class 1 Residential, Class 5 Pers. Prop, Class 3 Commercial, Class 4 Industrial, General. Includes District Tax Rate Per \$1,000.

Table with 4 columns: Barnstable FD, Cotuit FD, COMM FD, W. Barnstable FD. Includes Hyannis FD, Residential/Other.

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



Town of Barnstable
PO Box 40
Hyannis, MA 02601

Fiscal Year 2025 Actual Real Estate Tax Bill

CHILDS, LINDA
PO BOX 418
HYANNIS PORT MA 02647-0418

COLLECTOR'S COPY
4th Quarter Payment

Return This Portion With Your Payment

Table with 4 columns: Bill Date, Location, Parcel ID, AMOUNT DUE 5/1/2025. Includes Bill No. 5982 and amount \$412.54.

Table with 2 columns: Category, Amount. Includes Voluntary Scholarship Payment, Voluntary Elderly/Disabled Payment, Total Paid.

Payments made after 12/13/2024 may not be reflected on this bill.

Make Check Payable and Mail To:

Town of Barnstable, MA
Department 2200
PO Box 986535
Boston, MA 02298-6535

02082082025500005982400000412544

COLLECTOR'S COPY
3rd Quarter Payment

Return This Portion With Your Payment

Table with 4 columns: Bill Date, Location, Parcel ID, AMOUNT DUE 2/3/2025. Includes Bill No. 5982 and amount \$412.54.

Table with 2 columns: Category, Amount. Includes Voluntary Scholarship Payment, Voluntary Elderly/Disabled Payment, Total Paid.

Abatement applications are due in the Assessor's office by 2/3/2025.

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PO Box 986535
Boston, MA 02298-6535



Town of Barnstable
PO Box 40
Hyannis, MA 02601

Fiscal Year 2025 Actual Real Estate Tax Bill

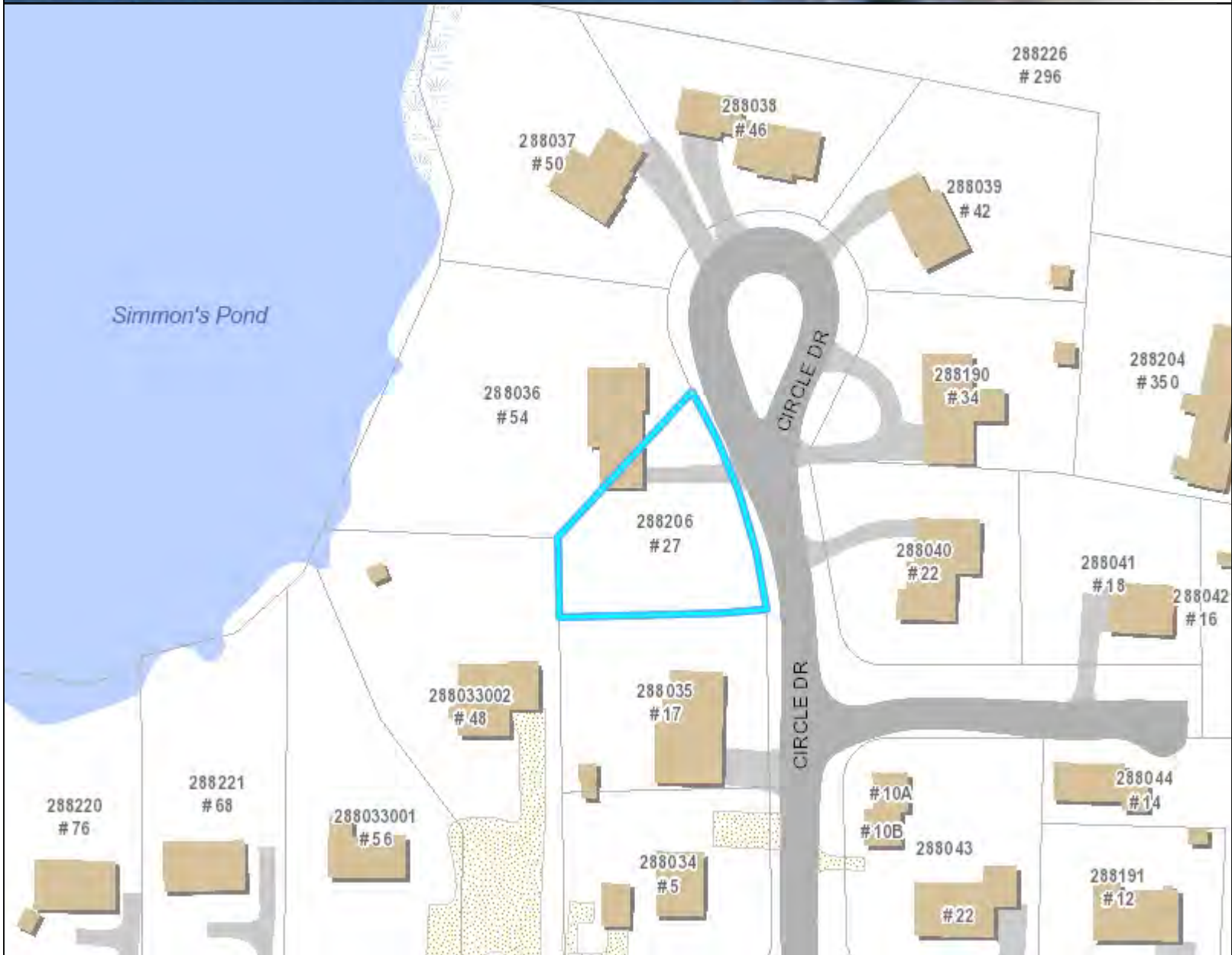
CHILDS, LINDA
PO BOX 418
HYANNIS PORT MA 02647-0418

T40 P1
11997
2



02082082025500005982400000412544

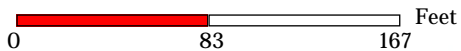
MAYREMIT FEBRUARY



Legend

- Parcels
- ▬ Town Boundary
- + Railroad Tracks
- Buildings
- ▭ Approx. Building
- ▭ Buildings
- Painted Lines
- Parking Lots
- ▭ Paved
- ▭ Unpaved
- Driveways
- ▭ Paved
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- ▭ Marsh
- ▭ Water Bodies

Map printed on: 1/27/2025



Approx. Scale: 1 inch = 83 feet



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367 Main Street, Hyannis, MA 02601

508-862-4624

gis@town.barnstable.ma.us



Map printed on: 1/27/2025



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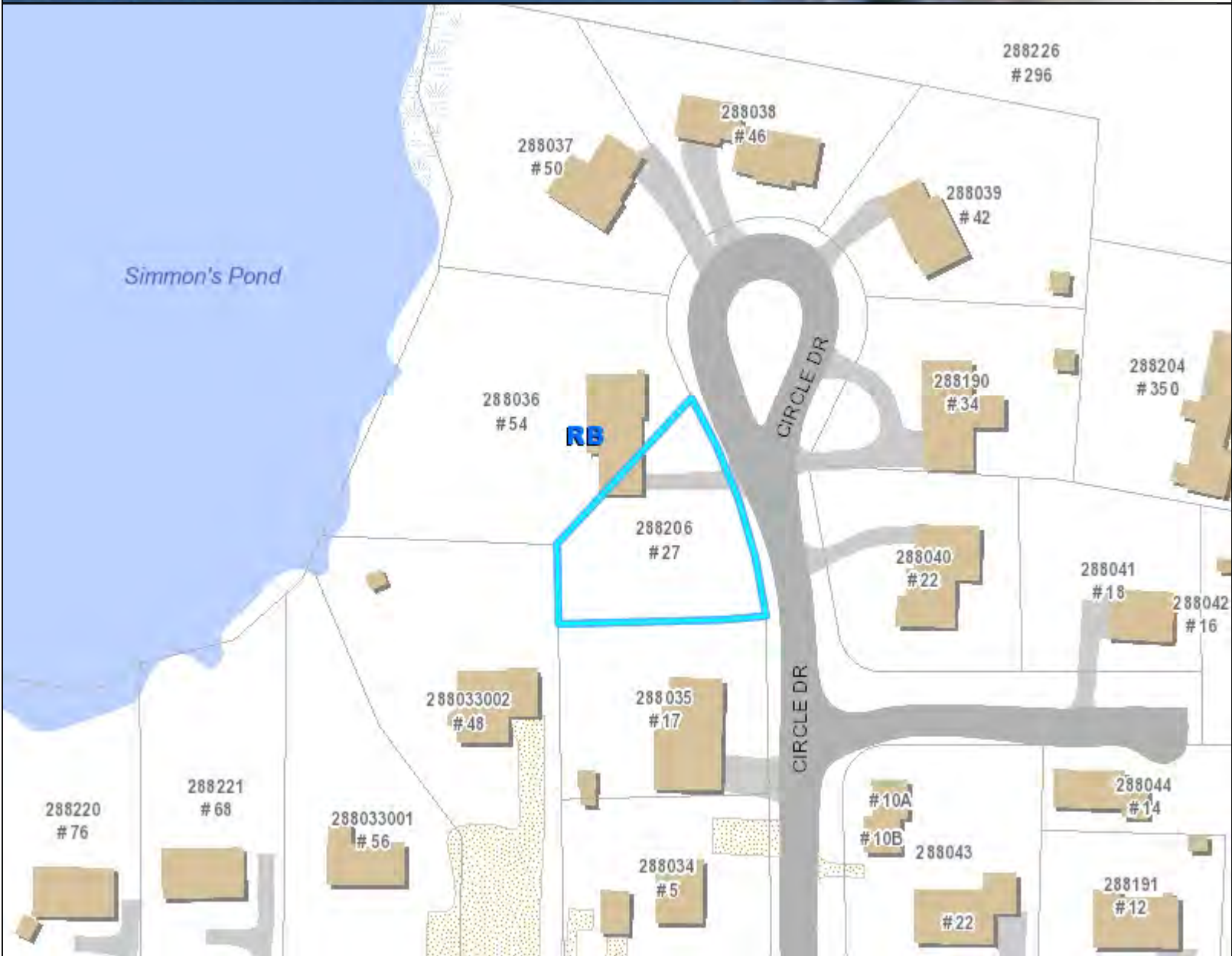


Town of Barnstable GIS Unit

367 Main Street, Hyannis, MA 02601

508-862-4624

gis@town.barnstable.ma.us



Legend

- Zoning Districts
- Parcels
- Town Boundary
- + Railroad Tracks
- Buildings
- Approx. Building
- Buildings
- Painted Lines
- Parking Lots
- Paved
- Unpaved
- Driveways
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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.

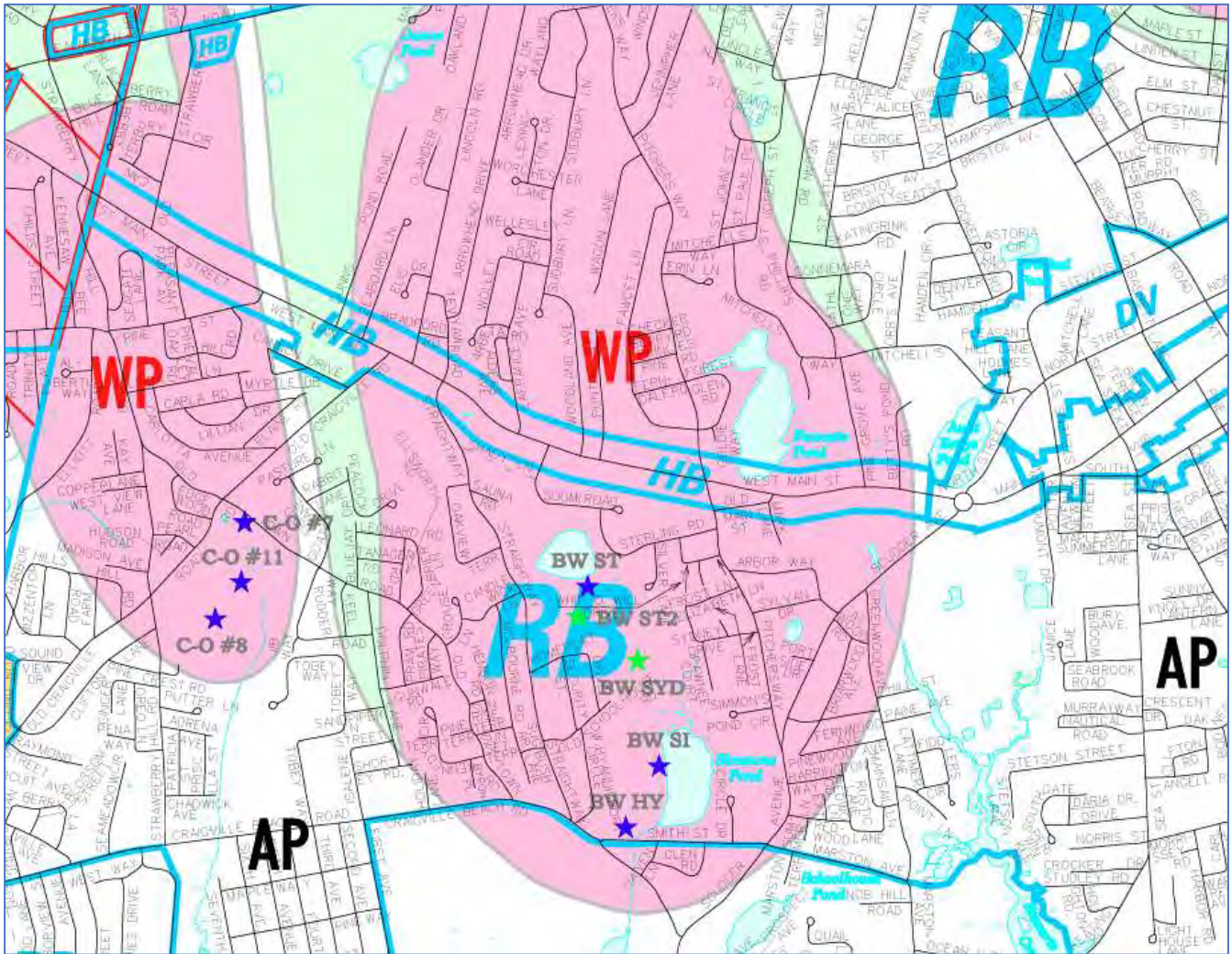
E. Bulk regulations.

Zoning Districts	Minimum Lot Area (square feet)	Minimum Lot			Minimum Yard Setbacks			Maximum Building Height (feet)
		Frontage (feet)	Minimum Lot Width (feet)	Front (feet)	Side (feet)	Rear (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:

- ¹ Or 2 1/2 stories, whichever is lesser.
- ² A minimum lot area of 87,120 square feet is required in RPOD Overlay District. [Added 10-26-2000]
- ³ One hundred feet along Routes 28 and 132.

Excerpt from Barnstable Zoning Map (Updated 2.2.2023)



Map Legend

 HB	Zoning District		Long / Short Beach Neighborhood Overlay
 WP	Wellhead Protection Overlay District		Craigville Beach Neighborhood Overlay
 GP	Groundwater Protection Overlay District		Centerville River North Bank Neighborhood Overlay
 AP	Aquifer Protection Overlay District	 CO #12	Existing Public Well Site
	Adult Use Overlay District	 CO #13	Proven Future Public Well Site
	Dock and Pier Overlay District	 CO #99	Proposed Future Public Well Site
	Former Grade 5 School Planned Unit Development Overlay District		Paved Road
	Medical Services Overlay District		Unimproved Road
	Mixed-Use Sub Zone of the Medical Services Overlay District		Railroad Track
	Resource Protection Overlay District		Town Boundary Line
	Shopping Center Redevelopment Overlay District		Marsh Area
	Drive Through Restaurant Sub Zone of the Shopping Center Redevelopment Overlay Dist.		Stream / Edge of Water
	Senior Continuing Care Retirement Community - SCCRCOD 2008-1		
	Recreational Shellfish Area and Shellfish Relay Area Dock & Pier Overlay District		
	Ground Mounted Solar Photovoltaic Overlay District		
	Medical Marijuana Overlay District		
	Registered Recreational Marijuana Cultivators, Research Facilities, and Testing Laboratories Overlay		
	Craigville Village Neighborhood Overlay		

SEE TEXT OF ZONING ORDINANCE FOR COMPLETE INFORMATION ON BULK REGULATIONS.

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 piers and commercial boating operations 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, Hyannis, 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

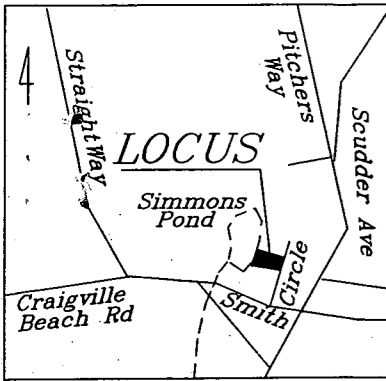
TIME : 3:00 PM

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

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.)



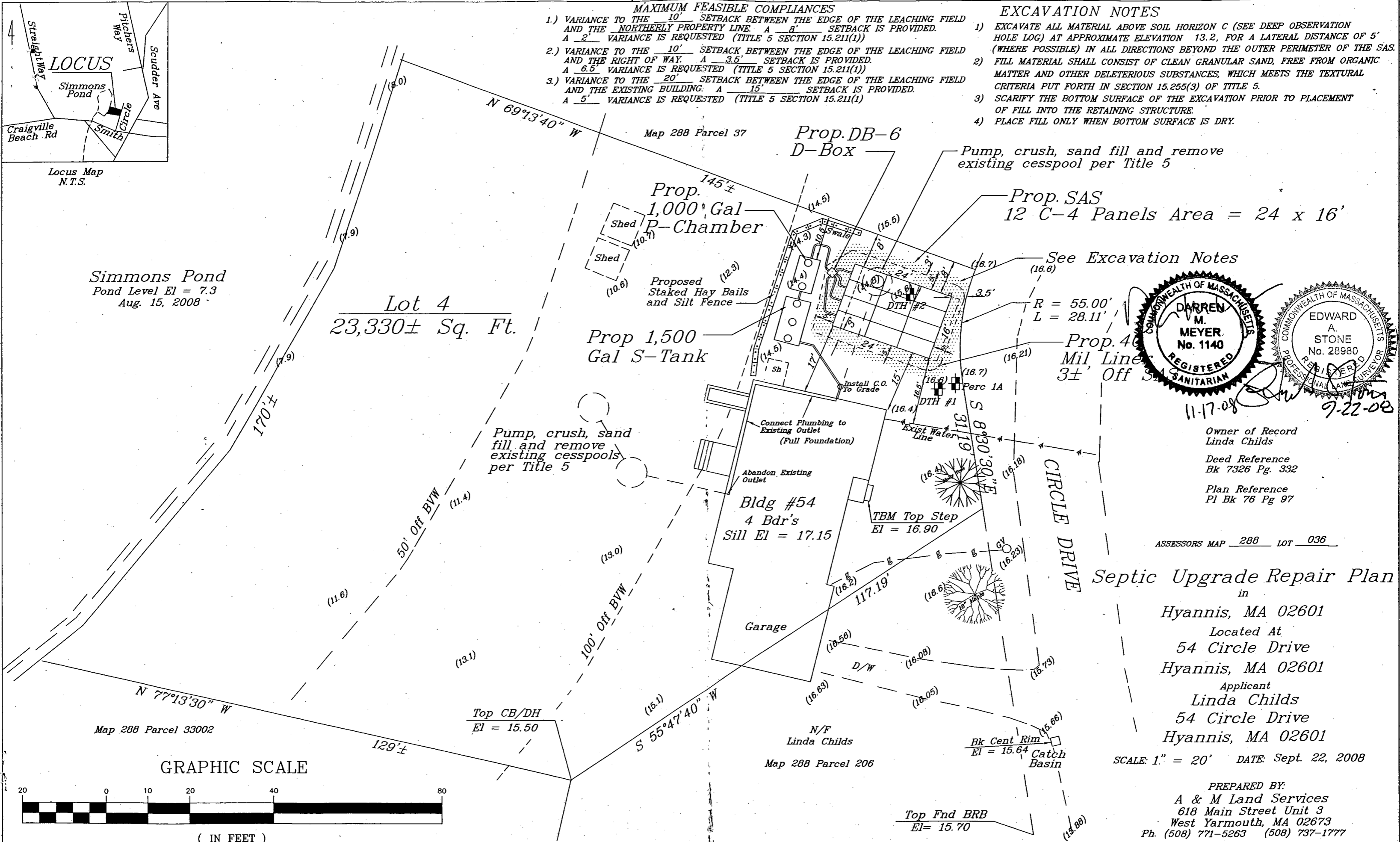
Locus Map
N.T.S.

Simmons Pond
Pond Level El = 7.3
Aug. 15, 2008

Lot 4
23,330± Sq. Ft.

- MAXIMUM FEASIBLE COMPLIANCES**
- 1.) VARIANCE TO THE 10' SETBACK BETWEEN THE EDGE OF THE LEACHING FIELD AND THE NORTHERLY PROPERTY LINE. A 8' SETBACK IS PROVIDED. A 2' VARIANCE IS REQUESTED (TITLE 5 SECTION 15.211(1))
 - 2.) VARIANCE TO THE 10' SETBACK BETWEEN THE EDGE OF THE LEACHING FIELD AND THE RIGHT OF WAY. A 3.5' SETBACK IS PROVIDED. A 6.5' VARIANCE IS REQUESTED (TITLE 5 SECTION 15.211(1))
 - 3.) VARIANCE TO THE 20' SETBACK BETWEEN THE EDGE OF THE LEACHING FIELD AND THE EXISTING BUILDING. A 15' SETBACK IS PROVIDED. A 5' VARIANCE IS REQUESTED (TITLE 5 SECTION 15.211(1))

- EXCAVATION NOTES**
- 1) EXCAVATE ALL MATERIAL ABOVE SOIL HORIZON C (SEE DEEP OBSERVATION HOLE LOG) AT APPROXIMATE ELEVATION 13.2, FOR A LATERAL DISTANCE OF 5' (WHERE POSSIBLE) IN ALL DIRECTIONS BEYOND THE OUTER PERIMETER OF THE SAS.
 - 2) FILL MATERIAL SHALL CONSIST OF CLEAN GRANULAR SAND, FREE FROM ORGANIC MATTER AND OTHER DELETERIOUS SUBSTANCES, WHICH MEETS THE TEXTURAL CRITERIA PUT FORTH IN SECTION 15.255(3) OF TITLE 5.
 - 3) SCARIFY THE BOTTOM SURFACE OF THE EXCAVATION PRIOR TO PLACEMENT OF FILL INTO THE RETAINING STRUCTURE.
 - 4) PLACE FILL ONLY WHEN BOTTOM SURFACE IS DRY.



11-17-08
9-22-08

Owner of Record
Linda Childs
Deed Reference
Bk 7326 Pg. 332
Plan Reference
Pl Bk 76 Pg 97

ASSESSORS MAP 288 LOT 036

Septic Upgrade Repair Plan

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

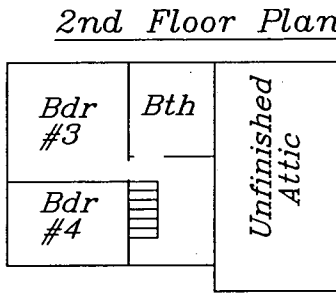
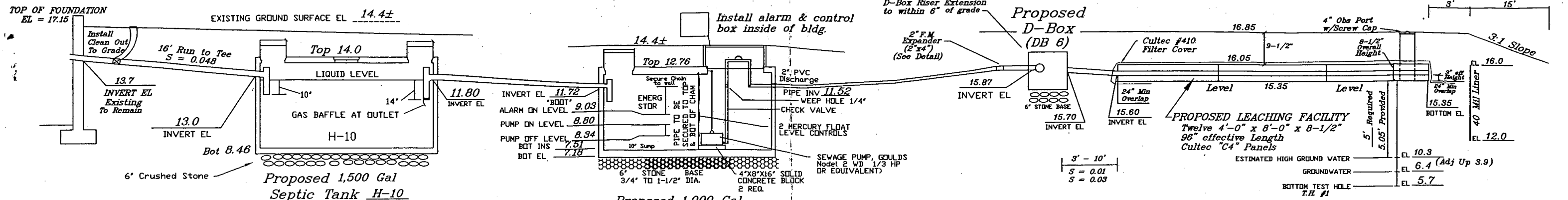
SCALE: 1" = 20' DATE: Sept. 22, 2008

PREPARED BY:
A & M Land Services
618 Main Street Unit 3
West Yarmouth, MA 02673
Ph. (508) 771-5263 (508) 737-1777

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

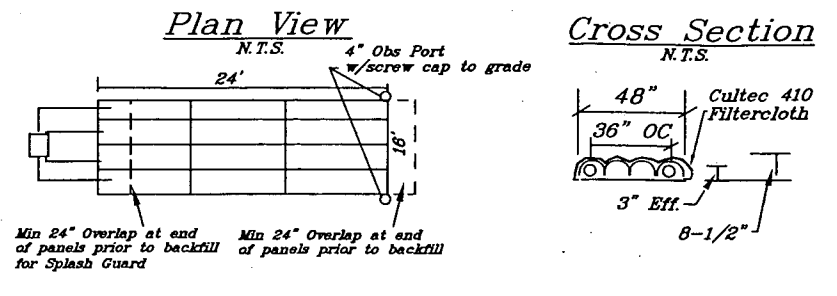
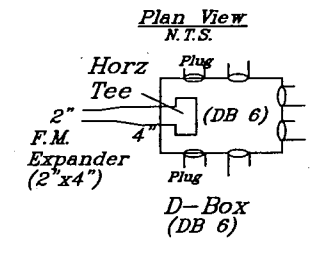


- PUMP AND ALARM NOTES**
- 1) PUMP MUST BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
 - 2) USE MEYER OR GOULD 1/3 HP PUMP, OR EQUIVALENT
 - 3) PUMP MUST BE CAPABLE OF PASSING 2" SOLIDS
 - 4) ALARM MUST BE WIRED ON SEPARATE CURCUIT FROM PUMP.
 - 5) ELECTRICAL WORK TO BE INSPECTED BY WIRING INSPECTOR.
 - 6) ALARM MUST BE LOCATED IN THE HOUSE.

Storage Calc
2.7 x 250 gal/ft = 675g > 440g O.K.

Pump Calc
@ 50 rpm 7.53' + 3.68' = 11.21 < 13.0 Total Hd

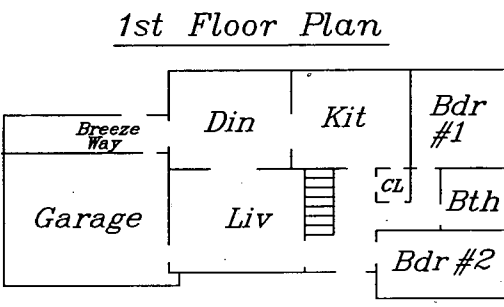
440/4 Cycle = 110 < 115g cycle provide
0.46 x 250g/ft = 115g/cycle > 110/cycle



Cultec C-4 Notes

- 1.) CULTEC #410 FILTER CLOTH MUST BE UTILIZED TO MAINTAIN CULTEC PERFORMANCE STANDARDS
- 2.) MINIMUM OF 24" OVERLAP BENEATH BEGINNING CULTEC C4 PANELS TO HOLD #410 FILTER CLOTH TO ACT AS SPLASH GUARD AT ENTRY INVERTS
- 3.) FILTER CLOTH TO BE INSTALLED SMOOTH TO RIBBED SURFACES OVER CULTEC C4 PANELS, CONSULT MANUFACTURERS REP/DEALER FOR PROPER WIDTH AND LENGTH SIZING AND OVERLAP.

ONE 4" DIA PORT TO BE UTILIZED WITH 4" DIA PVC PIPE INSTALLED FROM BOTTOM OF SAS (FIRST 10" PERP) TO COUPLE AT TOP OF PANEL AND EXTENDED WITH SOLID PIPE TO GROUND SURFACE CAPPED WITH COUPLE AND SCREW TOP LOCATED AT CENTER OF LAST PANEL



DESIGN DATA

Number of Bedrooms:	4
Garbage Grinder:	NO
Design Flow:	440
(110 Gal/BR/Day x Number of BR)	
Septic Tank:	1,500 Gal.
(Minimum = Design Flow x 200%)	
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	
Leaching Area Design Capacity: 476 GPD	
(Sidewall Area + Bottom Area) x LTAR	

Owner of Record
Linda Childs

Deed Reference
Bk 7326 Pg. 332

Plan Reference
Pl Bk 76 Pg 97

ASSESSORS MAP 288 LOT 036

STANDARD NOTES

- 1) THIS PLAN IS FOR THE INSTALLATION / REPAIR OF A SEPTIC SYSTEM
- 2) ALL INSTALLATION PROCEDURES AND MATERIALS SHALL CONFORM TO 310 CMR 15.000, THE STATE ENVIRONMENTAL CODE TITLE 5, AND THE TOWN OF Barnstable SUBSURFACE DISPOSAL REGULATIONS.
- 3) NO DETERMINATION HAS BEEN MADE AS TO COMPLIANCE OF AVAILABLE PROPERTY INFORMATION WITH RECORDED DEEDS 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.
- 9) SEPTIC TANKS, GREASE TRAPS, DOSING CHAMBERS AND DISTRIBUTION BOXES SHALL BE PLACED ON A 6" STONE BASE TO ENSURE STABILITY AND PREVENT SETTLING.
- 10) OUTLET DISTRIBUTION LINES SHALL REMAIN 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.
- 12) 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.

476 GPD Provided - 440 GPD Required = 36 GPD Reserve

DEEP OBSERVATION HOLE LOG

Test Hole #1
(EL = 16.2 ±)

Depth (ft)	Elev (ft)	Soil Horizon	Soil Texture (USDA)	Soil Color (Munsell)
0 - 6"	15.7	A	LOAMY SANDY	10YR4/1
6" - 26"	14.0	B	LOAMY SANDY	10YR6/6
26" - 126"	5.7	C	MED/COARSE SAND	10YR7/6

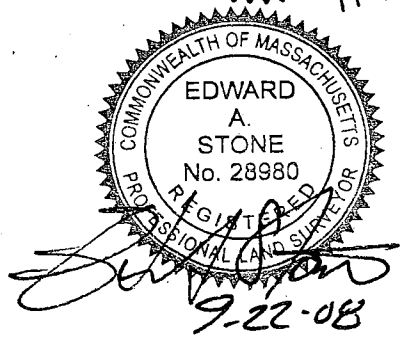
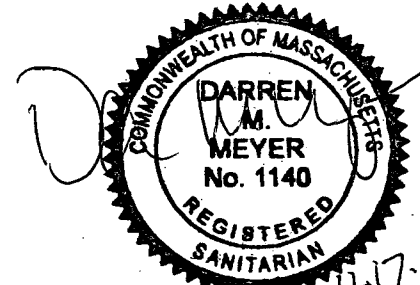
Deep Obs Hole Date: 8/15/08
Soil Evaluator: ED STONE
Witnessed By: Donna Mirandi
Perc Rate: < 2 MIN/IN @ 52"
Soil Survey Description: CARVER
Geologic Material: GLACIAL OUTWASH TERRAZINE
Depth to Standing Water: 118" EL = 6.4
Depth to Weeping Water: NA
Depth to Mottling(Color): NA
Est Seasonal High GW: Adj Up 3.9 EL = 10.3
USGS Observation Well: M4 23
Date of Last Measurement: July 2008 Index 8.6
Comments: Zone C Adjust Up 3.9'

DEEP OBSERVATION HOLE LOG

Test Hole #2
(EL = 15.4 ±)

Depth (ft)	Elev (ft)	Soil Horizon	Soil Texture (USDA)	Soil Color (Munsell)
0 - 24"	13.4	Fill		
24" - 26"	13.2	B	SANDY LOAM	10YR6/6
26" - 120"	6.4	C	MED/COARSE SAND	10YR7/6

Deep Obs Hole Date: 8/15/08
Soil Evaluator: ED STONE
Witnessed By: Donna Mirandi
Perc Rate:
Soil Survey Description: CARVER
Geologic Material: GLACIAL OUTWASH TERRAZINE
Depth to Standing Water: 108" EL = 6.4
Depth to Weeping Water: NA
Depth to Mottling(Color): NA
Est Seasonal High GW: Adj Up 3.9 EL = 10.3
USGS Observation Well: M4 23
Date of Last Measurement: July 2008 Index 8.6
Comments: Zone C Adjust Up 3.9'



Septic Upgrade Repair Plan

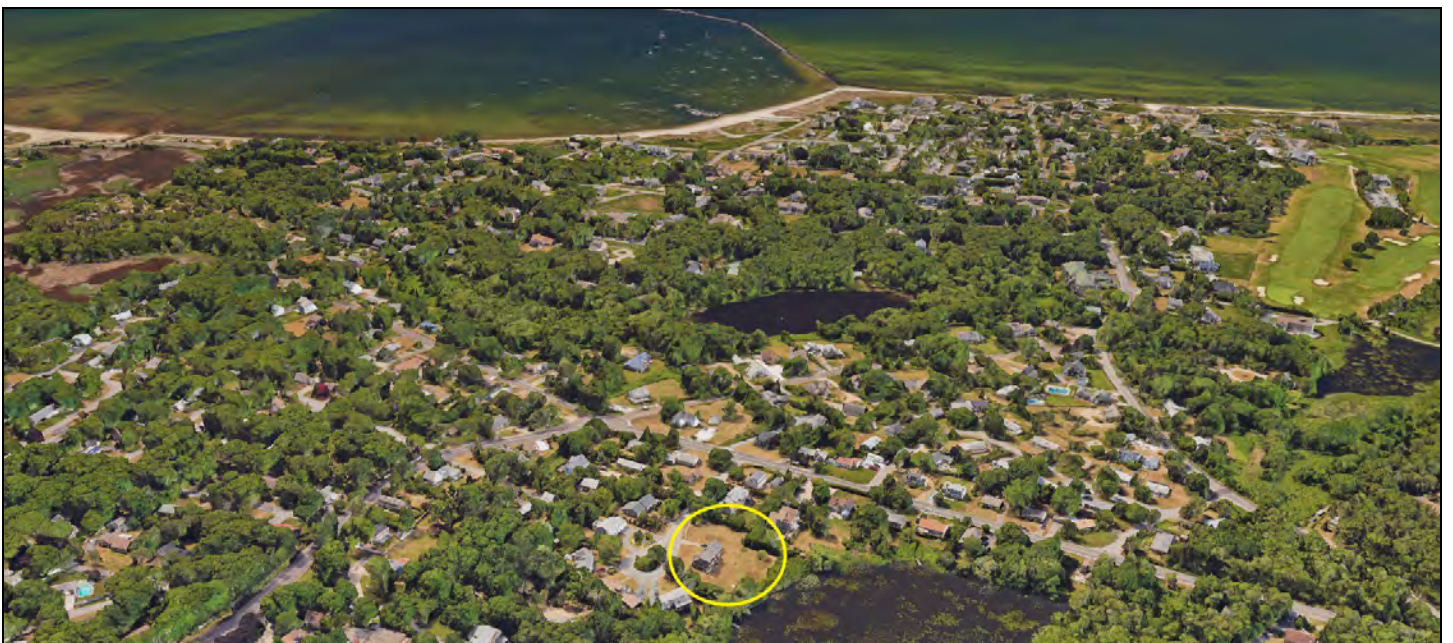
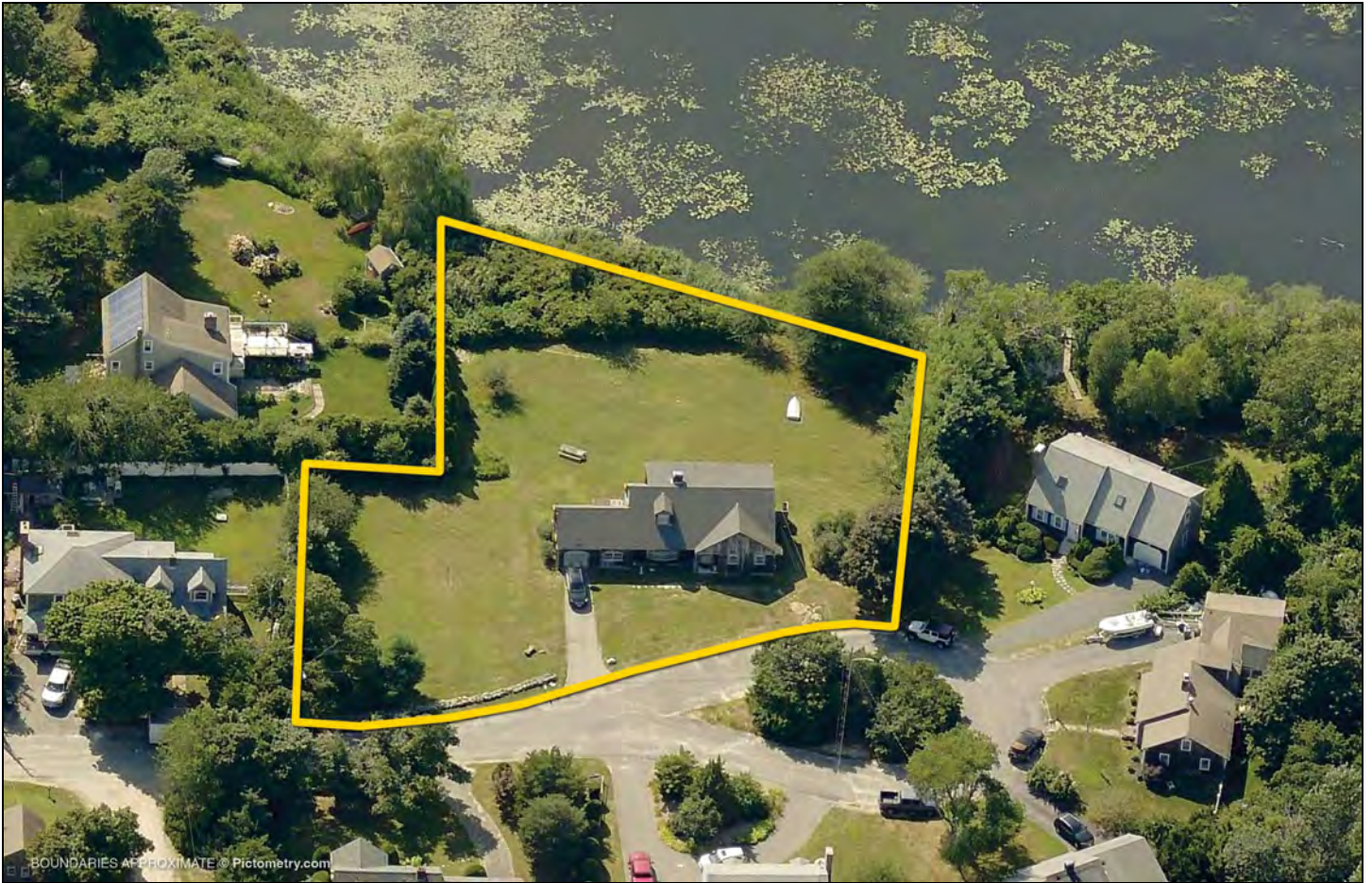
in
Hyannis, MA 02601
Located At
54 Circle Drive
Hyannis, MA 02601
Applicant
Linda Childs
54 Circle Drive
Hyannis, MA 02601

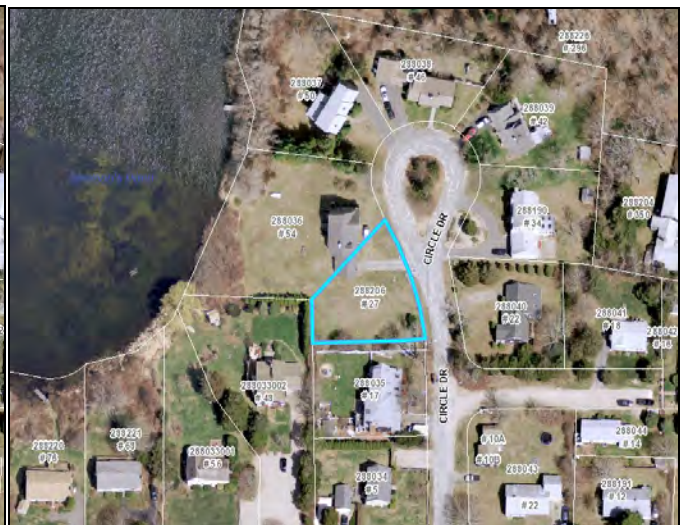
SCALE = N.T.S. DATE: Sept. 22, 2008

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PHOTO GALLERY

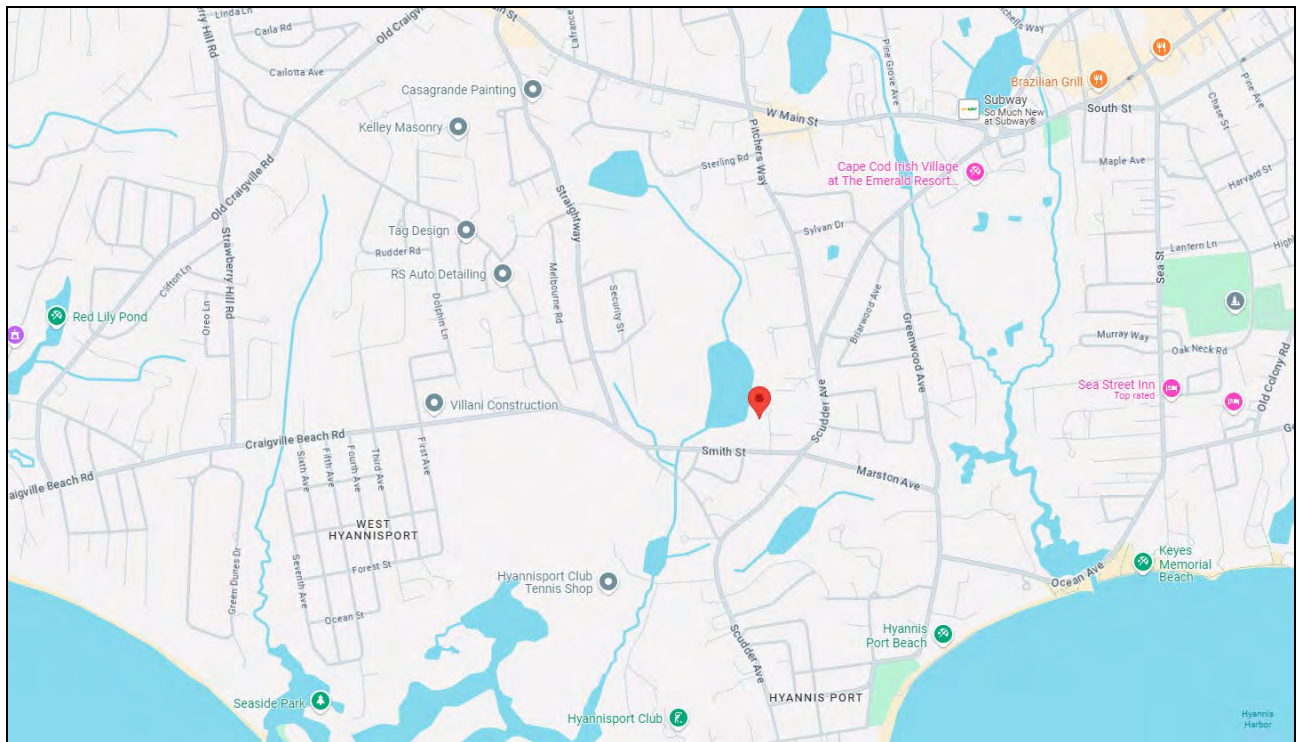
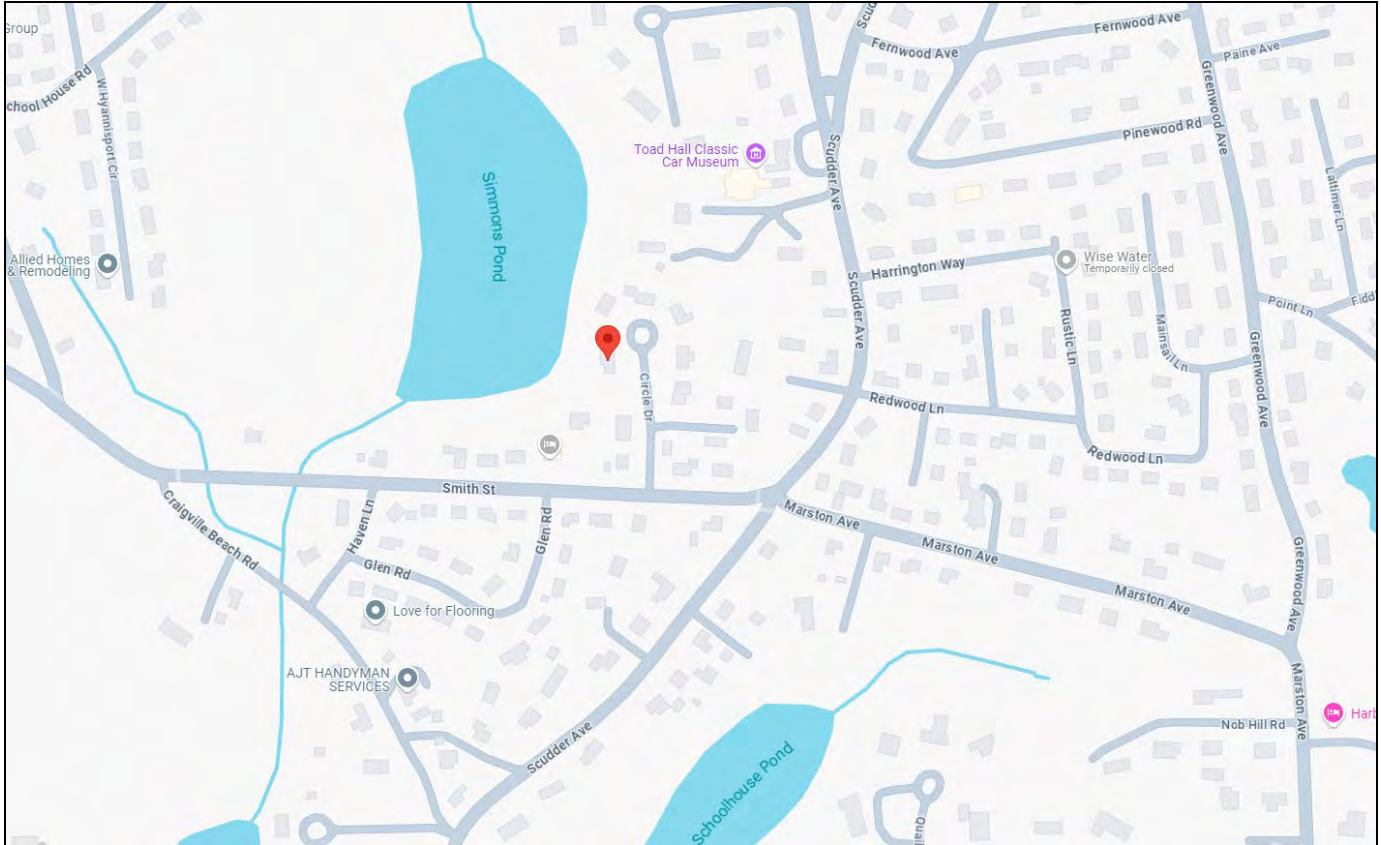
27 & 54 CIRCLE DR., HYANNIS PORT, MA

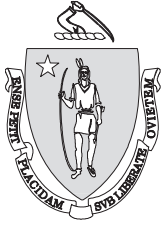




MAP

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 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**

Phone: 800-521-0111

Fax: 508-362-1073

**JJManning.com
auctions@JJManning.com**

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