



PROPERTY INFORMATION PACKAGE #26-2172

CAPE COD ESTATE AUCTION

**1,937+/- SF, 3BR, 2BA HOME W/
ATTACHED 2-CAR GARAGE ON .23+/- AC.**

30 DEERFIELD RD., OSTERVILLE, MA

FRIDAY, JANUARY 16 AT 11AM ON-SITE

Open House: Friday, January 9 (11am-1pm)

MA Auc. Lic. #111



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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.



November 20, 2025

Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer at Estate Auction a 1,937+/- sf, 3-bedroom, 2-bath home with attached 2-car garage on .23+/- ac. located at 30 Deerfield Rd., Osterville (Barnstable), MA. It's in a prime location near Dowses Beach, restaurants, golf, shopping & more; 6+/- miles to Hyannis airport, transportation center & ferry services.

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

As you know, the property is being sold "as is, with all faults", be sure to attend the scheduled Open House. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held on Friday, January 16, 2026 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

CAPE COD ESTATE AUCTION

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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, January 19, 2026. 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, February 16, 2026 (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*.

Buyer's Initials: _____

AUCTION PURCHASE AND SALE AGREEMENT
(MA Auctioneer Lic# 111)

This 16th day of January, 2026

1. PARTIES AND MAILING ADDRESSES

Gretchen M. Irving Irrevocable Trust 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 30 Deerfield Rd., Osterville, MA.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer.

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, January 19, 2026 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, February 16, 2026 (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

Buyer's Initials: _____

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.

Gretchen M. Irving Irrevocable Trust, Seller

By: William H. Irving, Trustee

By:

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

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

Buyer's Daytime Phone

Buyer's Evening Phone

BUYER

BUYER

Buyer's Attorney (Name)

Buyer's Attorney (Firm)

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

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

Buyer's Attorney's Phone

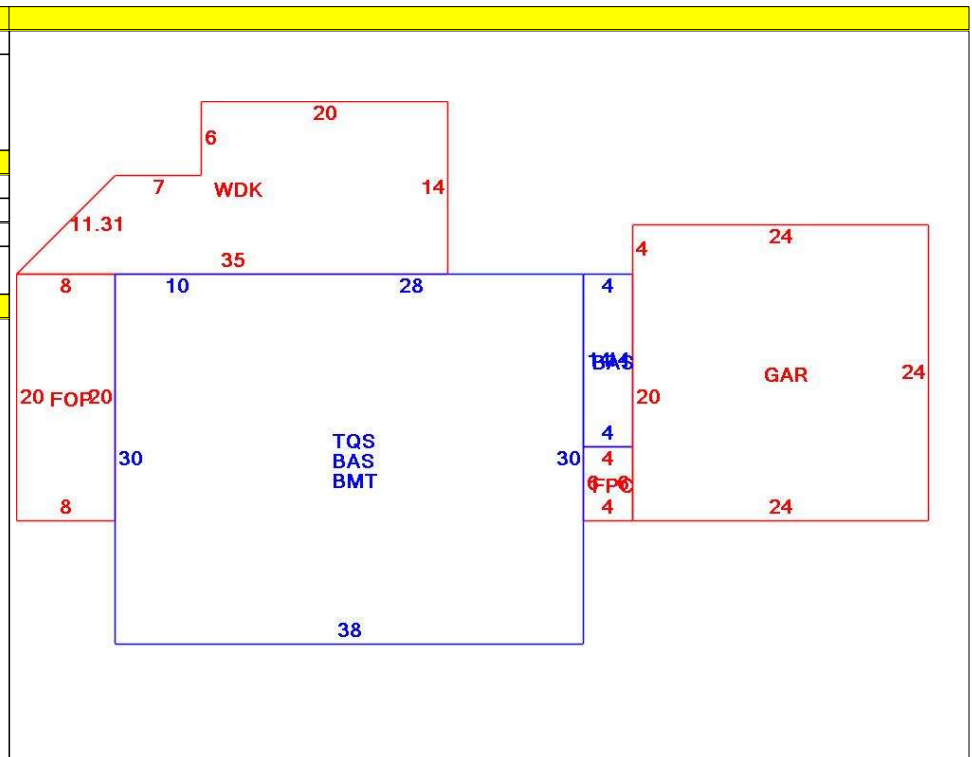
Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT

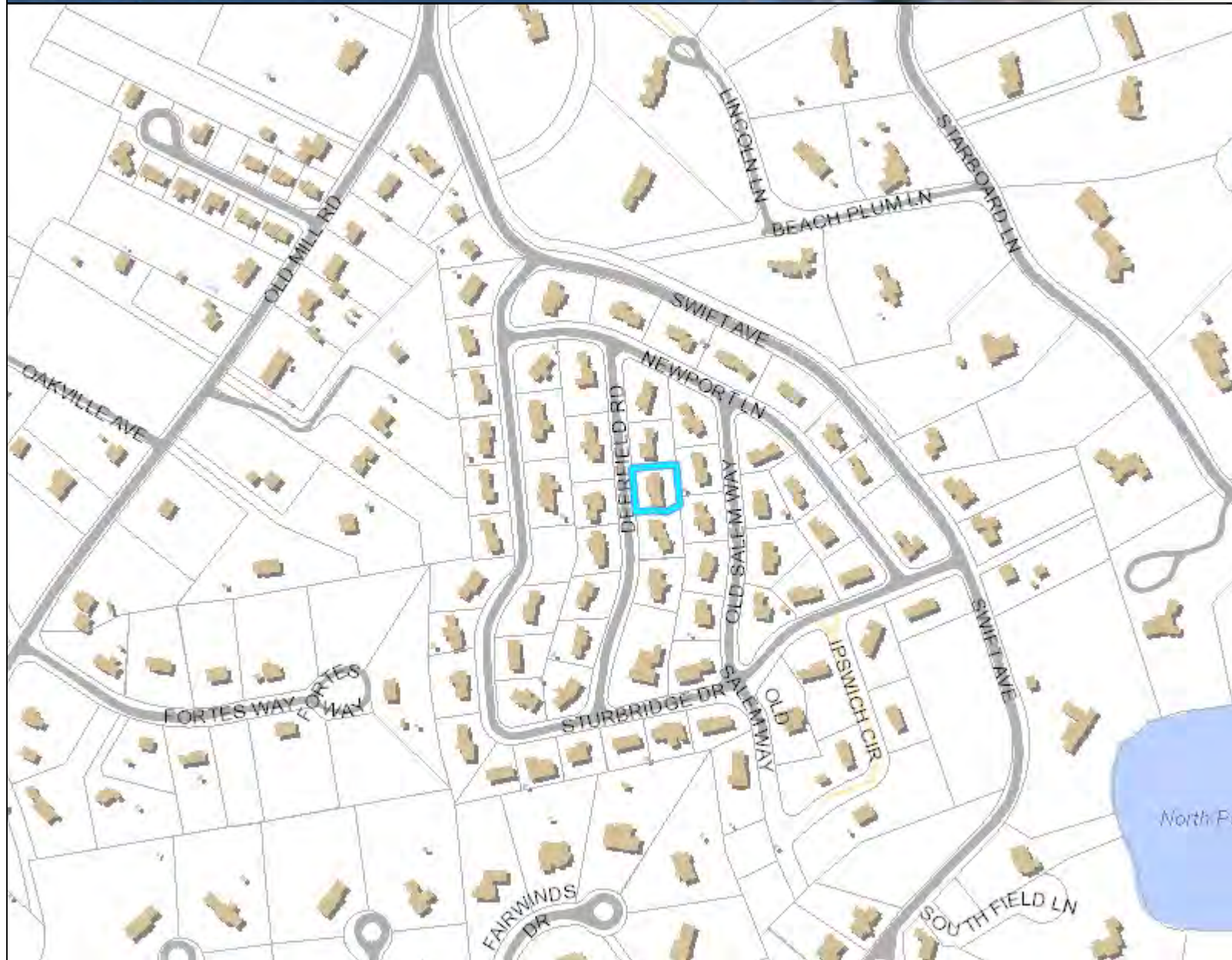
CURRENT OWNER				TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT								801 FY2025 BARNSTABLE, MA VISION				
IRVING, WILLIAM H TR GRETCHEN M IRVING IRREVOCABL 30 DEERFIELD ROAD OSTERVILLE MA 02655				1	Level	6	Septic	1	Paved			Description RESIDENTL RES LAND		Code 1010 1010		Assessed 443,400 322,700		Assessed 443,400 322,700						
						4	Gas			7														
				SUPPLEMENTAL DATA																				
Alt Prcl ID Split Zonin BID Parcel ResExpt Q #DL 1 LOT 96 & 98 #DL 2 GIS ID F_965229_2695106								Plan Ref. Land Ct# 31373-G #SR Life Estate PP STATU Assoc Pid#				Total		766,100		766,100								
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U	V/I	SALE PRIC		VC	PREVIOUS ASSESSMENTS (HISTORY)											
IRVING, WILLIAM H TR IRVING, GRETCHEN K NOONE, THOMAS W & LAURA L				C184349	0	10-16-2007		U	I	100		1A	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed			
				C143321	0	01-15-1997		Q	I	175,000		00	2025	1010	443,400	2024	1010	420,700	2023	1010	374,500			
				C93056	0	08-15-1983		Q	I	93,000		U		1010	322,700		1010	322,700		1010	300,000			
				Total									766,100		Total		743,400		Total		674,500			
EXEMPTIONS						OTHER ASSESSMENTS						This signature acknowledges a visit by a Data Collector or Assessor												
Year	Code	Description			Amount	Code	Description			Number	Amount											Comm Int		
Total					0.00																			
ASSESSING NEIGHBORHOOD												APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) 388,500 Appraised Xf (B) Value (Bldg) 50,500 Appraised Ob (B) Value (Bldg) 4,400 Appraised Land Value (Bldg) 322,700 Special Land Value 0 Total Appraised Parcel Value 766,100 Valuation Method C Total Appraised Parcel Value 766,100												
Nbhd			Nbhd Name			B			Tracing													Batch		
0110									OSTVIL															
NOTES																								
BUILDING PERMIT RECORD												VISIT / CHANGE HISTORY												
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments				Date	Id	Type	Is	Cd	Purpost/Result							
201404525	07-11-2014	IN	Insulation	4,700	06-30-2015	100	06-30-2015	IN - R-30 CELLULOSE TO AT CANCEL 11/8/07				05-28-2020	LS			FR	Field Review							
20063461	10-06-2006	RE	Remodel	26,000	06-30-2008	100	06-30-2008					01-04-2018	KM	02		03	Cycl Insp Comp							
49980	11-15-2000	AD	Addition	20,850	01-17-2000	100	01-01-2001					02-19-2016	TR	03		16	In Office Review							
												07-10-2014	JR	03		16	In Office Review							
												05-05-2008	PT	04		44	Drive by inspection only							
												04-15-2008	JG	03		16	In Office Review							
												11-06-2007	PT	02		14	Cyclical Inspection							
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	RC	3	0.230	AC	176,344.00	3.61599	1.0000	5	1.00	0109	2.200					1.0000	1,402,851	322,700				
Total Card Land Units					0.23	AC	Parcel Total Land Area					0.23	Total Land Value										322,700	

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			
Exterior Wall 2	11	Clapboard			
Roof Structure	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	05	Drywall			
Interior Wall 2					
Interior Floor 1	12	Hardwood			
Interior Floor 2					
Heat Fuel	03	Gas			
Heat Type	05	Hot Water			
AC Type	01	None			
Bedrooms	03	3 Bedrooms			
Full Baths	2				
Half Baths	0				
Extra Fixtures					
Total Rooms	7	7 Rooms			
Bath Style					
Kitchen Style					
Occupancy					
Sewer Occupan					
Accessory Apt					
Foundation Alt	01	Poured Conc.			
Rms Prts					
Bath Split	20	2 Full-0 Half			

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	1994		78		0.00	4,700
WDC	Wood Decking	L	368	20.00	2000		62		0.00	4,400
FOP	Open Porch-ro	B	160	55.00	1994		78		0.00	6,000
GAR	Attached Gara	B	576	40.00	1994		78		0.00	15,900
BMT	Basement-Unfi	B	1,140	26.01	1994		78		0.00	22,600
FOPC	Open Prch-roo	B	24	55.00	1994		78		0.00	1,300

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value	
BAS	First Floor	1,196	1,196	1,196	257.13	307,527	
BMT	Basement Area	0	1,140	0	0.00	0	
FOP	Open Porch	0	160	0	0.00	0	
FPC	Open Porch Conc. Floor	0	24	0	0.00	0	
GAR	Attached Garage	0	576	0	0.00	0	
TQS	Three Quarter Story	741	1,140	741	167.13	190,533	
WDC	Wood Deck	0	368	0	0.00	0	
Ttl Gross Liv / Lease Area		1,937	4,604	1,937		498,060	



**Legend**

- Parcels
- Town Boundary
- + Railroad Tracks
- Buildings
 - Approx. Building
 - Buildings
- Parking Lots
 - Paved
 - Unpaved
- Roads
 - Paved Road
 - Unpaved Road
 - Bridge
 - Paved Median
- Water Bodies

Map printed on: 10/20/2025

0 333 667 Feet

Approx. Scale: 1 inch = 333 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

Legend

Road Names



Map printed on: 10/20/2025

0 21 42 Feet

Approx. Scale: 1 inch = 21 feet



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Town of Barnstable GIS Unit

367 Main Street, Hyannis, MA 02601

508-862-4624

gis@town.barnstable.ma.us

SUBDIVISION PLAN OF LAND IN BARNSTABLE

Baxter & Nye Inc., Surveyors

31373G

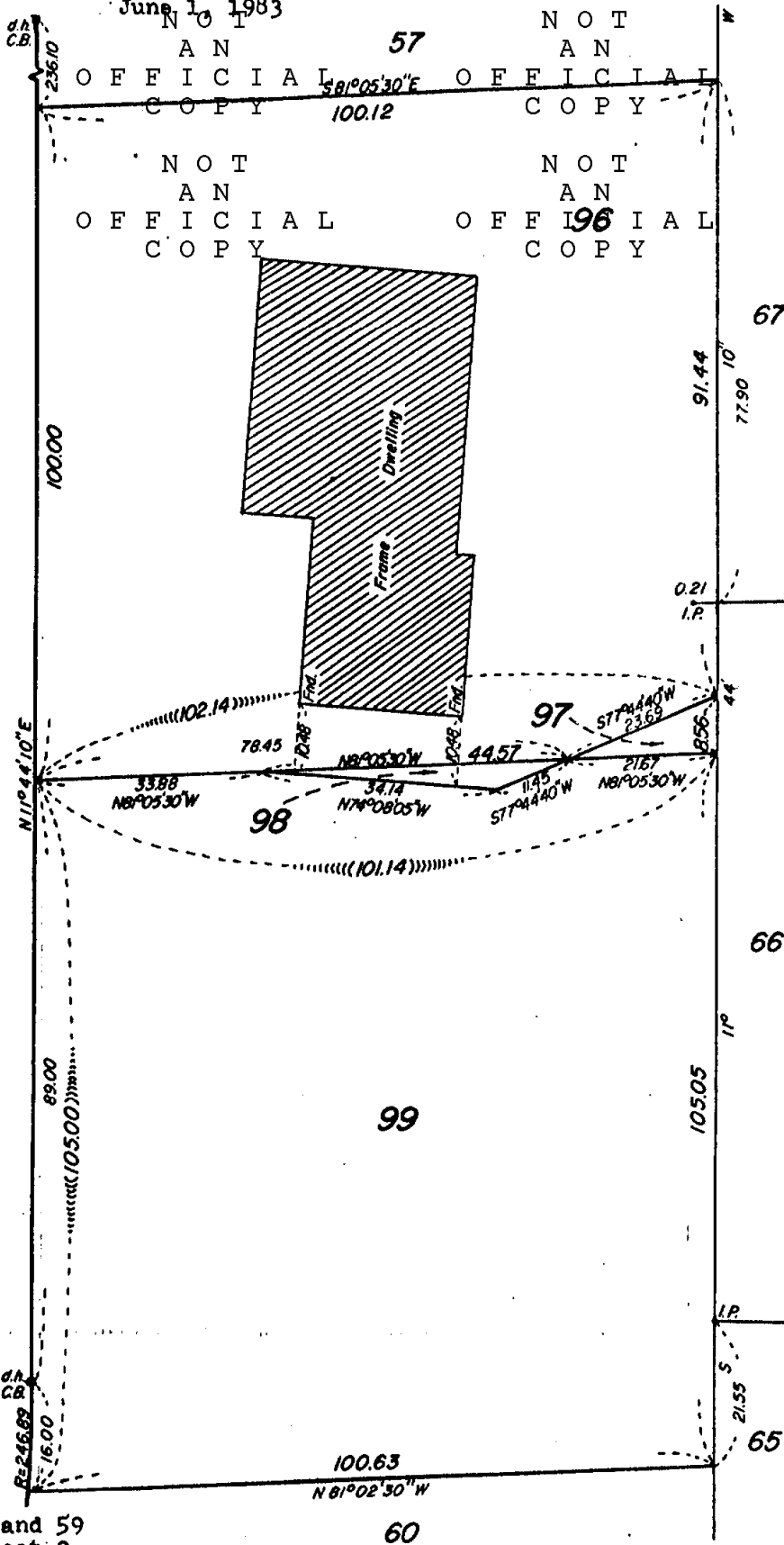
June 10 1983



ROAD

(40.00 Wide)

DEERFIELD



Subdivision of Lots 58 and 59
shown on Plan 31373B sheet 2
filed with Cert. of Title No. 30278
Registry District of Barnstable County
separate certificates of title may be issued for land
shown hereon as Lots 26, 27, 28 and 29
by the Court.

JULY 6, 1983. *James M. Meloney*
Deputy Recorder.

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
JULY 5, 1983
Scale of this plan 20 feet to an inch
Louis A. Moore, Engineer for Court

Address of Property and Grantee: 30 Deerfield Road, Osterville, MA 02695

Return to:
Rothenberg, Estner, Orsi, Arone & Grumbach
Attn: Gerald J. Turner
20 William Street, Suite 249
Wellesley, MA 02481

Doc: 1,075,028 10-16-2007 8:47
Ctf#: 184349
BARNSTABLE LAND COURT REGISTRY

N O T
A N
O F F I C I A L O F F I C I A L
C O P Y QUITCLAIM DEED C O P Y

I, Gretchen M. Irving, a/k/a Gretchen K. Irving of 30 Deerfield Road, Osterville,
Barnstable County, Massachusetts, as an individual

for consideration paid, and in full consideration of nominal less than One Hundred
Dollars (\$100.00)

Grant to William H. Irving of Osterville, Barnstable County, Massachusetts, and
Successors, Trustee of the GRETCHEN M. IRVING IRREVOCABLE TRUST, u/d/t
Dated October 5, 2007 and recorded herewith by Trustee Certificate

with QUITCLAIM COVENANTS

The land with the buildings thereon in Osterville (Barnstable), Barnstable County,
Massachusetts, described as follows:

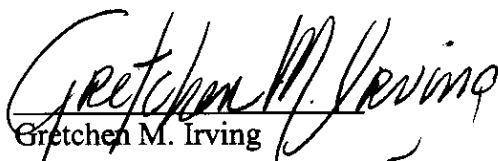
Being LOTS 96 and 98 as shown on subdivision Plan 31373-G dated June 1,
1983, drawn by Baxter & Nye Inc., Surveyors, and filed in the Land Registration Office
at Boston, a copy of which is filed in Barnstable County registry of Deeds in land
Registration Book 550, Page 93 with Certificate of Title No. 68173.

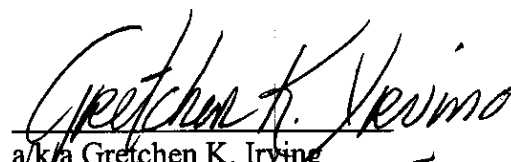
Said land is subject to and has the benefit of a Declaration of Protective Restrictions
dated April 22, 1965 being Document No. 95649.

Said land is subject to and has the benefit of the rights, provisions and agreements as set
forth or referred to in Document No. 210801.

Said land is subject to and has the benefit of the right, reservations, restrictions and
provision as set forth or referred to in Document No. 157059.

For title of grantor, refer to Land Court Certificate No. 143321.
Witness my hand and seal this 5th day of October, 2007.


Gretchen M. Irving

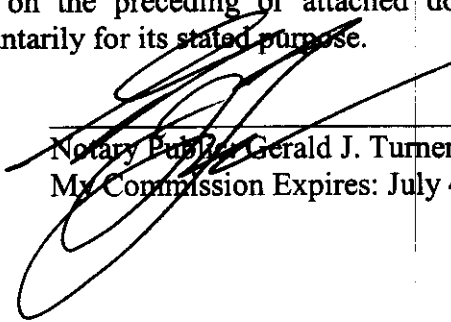

a/k/a Gretchen K. Irving

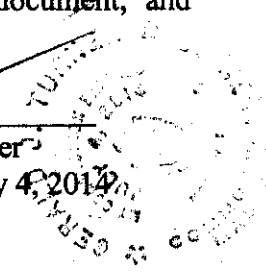
NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Then personally appeared the above named Gretchen M. Irving, a/k/a Gretchen K. Irving, proved to me through satisfactory evidence of identification, which was ☒ a Massachusetts driver's license, ☐ an oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, ☐ other _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed voluntarily for its stated purpose.

Date: October 5, 2007


Notary Public Gerald J. Turner
My Commission Expires: July 4, 2014



TOWN OF BARNSTABLE



Real Estate Paid Tax Statement

Parcel: 166-073
Location: 30 DEERFIELD ROAD

Owner:
IRVING, WILLIAM H TR
GRETCHEN M IRVING IRREVOCABLE TRUST
30 DEERFIELD ROAD
OSTERVILLE MA 02655

Status: Square 10,018
Land Valuation: 322,700
Building Valuation: 443,400
Exemptions: 0
Taxable Valuation: 766,100

Deed Date: 10/16/2007

Book/Page: C184349 0

Year	Type	Due Date	Principal Due	Int/Pen	Date	Type	Amount
2025	RE-R	1 07/01/2024	1,503.57	39.32	10/08/2024	PAID	1,500.00
		2 10/01/2024	1,488.57	13.70			
		3 12/31/2024	1,690.06	36.61			
		4 04/01/2025	1,690.05	39.49			
					11/25/2024	PAID	1,530.16
Bill #	14086		6,372.25	129.12			3,030.16
2024	RE-R	1 07/01/2023	1,442.10	67.63	01/11/2024	PAID	9.73
		2 09/29/2023	1,442.10	31.83	01/11/2024		1,270.86
		3 12/29/2023	1,535.03	53.46	01/11/2024		255.41
		4 04/01/2024	1,535.03	21.79			
					05/13/2024	PAID	1,500.00
					06/12/2024	PAID	1,592.97
Bill #	14019		5,954.26	174.71			4,628.97
Grand Totals			12,326.51	303.83			7,659.13

** End of Report - Generated by Tax Counter User **

PAID in Full

- Back
- Accept
- Browse
- Output
- Print
- Display
- PDF
- Save
- Excel
- Word
- Preferences
- View Bill

Inquiry [TOWN OF BARNSTABLE] > Advanced Search > Bill Inquiry: Single Bill View [TOWN OF BARNSTABLE] > Bill Inquiry: Parcel Account View [TOWN OF BARNSTABLE]

Account Information

Parcel: 166-073
Location: 30 DEERFIELD ROAD
Customer ID: 423063
Name: IRVING, WILLIAM H TR

Notes/Alerts

☐ Special Conditions/Notes

Effective Date

Due 10/02/2025

Account Bills

Year	Type	Bill	#SC	Reference	Billed	Abt/Adj	Paid	Pmt/Crd	Prin/Fee/Per	Interest Paid	Interest Due	Total Due Now	Next Intert	Bill Date	Due Date	Interest Date
2026	RE-R	14090	0	30 DEERFIELD ROA	3,178.63	0.00	0.00	0.00	3,178.63	0.00	37.80	3,216.43	0.61	07/01/2025	07/01/2025	08/02/2025
2025	RE-R	14086	0	30 DEERFIELD ROA	6,357.25	15.00	6,015.28	6,015.28	356.97	114.88	14.24	371.21	0.14	07/01/2024	04/01/2025	05/02/2025

Totals: 9,535.88 15.00 6,015.28 6,015.28 3,535.60 114.88 52.04 3,587.64 0.75

Totals

Bill year.

PAID
CASH / CHECK
OCT 02 2025
TOWN OF BARNSTABLE
PER
COLLECTOR OF TAXES



Commonwealth of Massachusetts
Executive Office of Environmental Affairs

Department of Environmental Protection

William F. Weld
Governor
Argeo Paul Cellucci
Lt. Governor

Trudy Cox
Secretary
David B. Struhs
Commissioner

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSPECTION FORM
PART A
CERTIFICATION

Property Address: 30 Deerfield Road
Osterville, MA
Date of Inspection: 9-21-96
Name of Inspector: W.E. Robinson SR.
Company Name, Address and Telephone Number: (508) 775-8776
W.E. Robinson Septic Service
P.O. Box 1089 Centerville MA

Address of Owner: Thomas Noone
(If different)

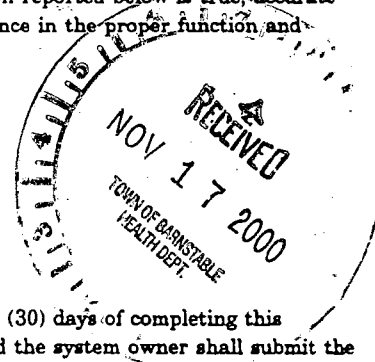
CERTIFICATION STATEMENT

I certify that I have personally inspected the sewage disposal system at this address and that the information reported below is true, accurate and complete as of the time of inspection. The inspection was performed based on my training and experience in the proper function and maintenance of on-site sewage disposal systems. The system:

- ☒ Passes
☐ Conditionally Passes
☐ Needs Further Evaluation By the Local Approving Authority
☐ Fails

Inspector's Signature: *W.E. Robinson SR.*

Date: 9-21-96



The System Inspector shall submit a copy of this inspection report to the Approving Authority within thirty (30) days of completing this inspection. If the system is a shared system or has a design flow of 10,000 gpd or greater, the inspector and the system owner shall submit the report to the appropriate regional office of the Department of Environmental Protection.

The original should be sent to the system owner and copies sent to the buyer, if applicable and the approving authority.

INSPECTION SUMMARY:

Check A, B, C, or D:

A) SYSTEM PASSES:

☒ I have not found any information which indicates that the system violates any of the failure criteria as defined in 310 CMR 15.303. Any failure criteria not evaluated are indicated below.

B) SYSTEM CONDITIONALLY PASSES:

☐ One or more system components need to be replaced or repaired. The system, upon completion of the replacement or repair, passes inspection.

Indicate yes, no, or not determined (Y, N, or ND). Describe basis of determination in all instances. If "not determined", explain why not)

The septic tank is metal, cracked, structurally unsound, shows substantial infiltration or exfiltration, or tank failure is imminent. The system will pass inspection if the existing septic tank is replaced with a conforming septic tank as approved by the Board of Health.

(revised 11/03/95)

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSPECTION FORM
PART A
CERTIFICATION (continued)

Property Address: 30 Deerfield Rd., Osterville
Owner: Thomas Noone
Date of Inspection: 9-21-96

B) SYSTEM CONDITIONALLY PASSES (continued)

- ☐ Sewage backup or breakout or high static water level observed in the distribution box is due to broken or obstructed pipe(s) or due to a broken, settled or uneven distribution box. The system will pass inspection if (with approval of the Board of Health):
- ☐ broken pipe(s) are replaced
 - ☐ obstruction is removed
 - ☐ distribution box is levelled or replaced
- ☐ The system required pumping more than four times a year due to broken or obstructed pipe(s). The system will pass inspection if (with approval of the Board of Health):
- ☐ broken pipe(s) are replaced
 - ☐ obstruction is removed

C) FURTHER EVALUATION IS REQUIRED BY THE BOARD OF HEALTH:

- ☐ Conditions exist which require further evaluation by the Board of Health in order to determine if the system is failing to protect the public health, safety and the environment.
- 1) **SYSTEM WILL PASS UNLESS BOARD OF HEALTH DETERMINES THAT THE SYSTEM IS NOT FUNCTIONING IN A MANNER WHICH WILL PROTECT THE PUBLIC HEALTH AND SAFETY AND THE ENVIRONMENT:**
- ☐ Cesspool or privy is within 50 feet of a surface water
 - ☐ Cesspool or privy is within 50 feet of a bordering vegetated wetland or a salt marsh.
- 2) **SYSTEM WILL FAIL UNLESS THE BOARD OF HEALTH (AND PUBLIC WATER SUPPLIER, IF APPROPRIATE) DETERMINES THAT THE SYSTEM IS FUNCTIONING IN A MANNER THAT PROTECT THE PUBLIC HEALTH AND SAFETY AND THE ENVIRONMENT:**
- ☐ The system has a septic tank and soil absorption system and is within 100 feet to a surface water supply or tributary to a surface water supply.
 - ☐ The system has a septic tank and soil absorption system and is within a Zone I of a public water supply well.
 - ☐ The system has a septic tank and soil absorption system and is within 50 feet of a private water supply well.
 - ☐ The system has a septic tank and soil absorption system and is less than 100 feet but 50 feet or more from a private water supply well, unless a well water analysis for coliform bacteria and volatile organic compounds indicates that the well is free from pollution from that facility and the presence of ammonia nitrogen and nitrate nitrogen is equal to or less than 5 ppm.
- 3) **OTHER**
- no*
-
-

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSPECTION FORM
PART A
CERTIFICATION (continued)

Property Address: 30 Deerfield Road, Osterville
Owner: Thomas Noone
Date of Inspection: 9-21-96

D) SYSTEM FAILS:

I have determined that the system violates one or more of the following failure criteria as defined in 310 CMR 15.303. The basis for this determination is identified below. The Board of Health should be contacted to determine what will be necessary to correct the failure.

- ☐ Backup of sewage into facility or system component due to an overloaded or clogged SAS or cesspool.
- ☐ Discharge or ponding of effluent to the surface of the ground or surface waters due to an overloaded or clogged SAS or cesspool.
- ☐ Static liquid level in the distribution box above outlet invert due to an overloaded or clogged SAS or cesspool.
- ☐ Liquid depth in cesspool is less than 6" below invert or available volume is less than 1/2 day flow.
- ☐ Required pumping more than 4 times in the last year NOT due to clogged or obstructed pipe(s).
Number of times pumped _____
- ☐ Any portion of the Soil Absorption System, cesspool or privy is below the high groundwater elevation.
- ☐ Any portion of a cesspool or privy is within 100 feet of a surface water supply or tributary to a surface water supply.
- ☐ Any portion of a cesspool or privy is within a Zone I of a public well.
- ☐ Any portion of a cesspool or privy is within 50 feet of a private water supply well.
- ☐ Any portion of a cesspool or privy is less than 100 feet but greater than 50 feet from a private water supply well with no acceptable water quality analysis. If the well has been analyzed to be acceptable, attach copy of well water analysis for coliform bacteria, volatile organic compounds, ammonia nitrogen and nitrate nitrogen.

E) LARGE SYSTEM FAILS:

The following criteria apply to large systems in addition to the criteria above:

The system serves a facility with a design flow of 10,000 gpd or greater (Large System) and the system is a significant threat to public health and safety and the environment because one or more of the following conditions exist:

- ☐ the system is within 400 feet of a surface drinking water supply
- ☐ the system is within 200 feet of a tributary to a surface drinking water supply
- ☐ the system is located in a nitrogen sensitive area (Interim Wellhead Protection Area (IWPA) or a mapped Zone II of a public water supply well)

The owner or operator of any such system shall bring the system and facility into full compliance with the groundwater treatment program requirements of 314 CMR 5.00 and 6.00. Please consult the local regional office of the Department for further information.

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSPECTION FORM
PART B
CHECKLIST

Property Address: 30 Deerfield Rd., Osterville, MA
Owner: Thomas Noone
Date of Inspection: 9-21-96

Check if the following have been done:

- ☒ Pumping information was requested of the owner, occupant, and Board of Health.
- ☒ None of the system components have been pumped for at least two weeks and the system has been receiving normal flow rates during that period. Large volumes of water have not been introduced into the system recently or as part of this inspection.
- ☒ As built plans have been obtained and examined. Note if they are not available with N/A.
- ☒ The facility or dwelling was inspected for signs of sewage back-up.
- ☒ The system does not receive non-sanitary or industrial waste flow
- ☒ The site was inspected for signs of breakout.
- ☒ All system components, excluding the Soil Absorption System, have been located on the site.
- ☒ The septic tank manholes were uncovered, opened, and the interior of the septic tank was inspected for condition of baffles or tees, material of construction, dimensions, depth of liquid, depth of sludge, depth of scum.
- ☒ The size and location of the Soil Absorption System on the site has been determined based on existing information or approximated by non-intrusive methods.
- ☒ The facility owner (and occupants, if different from owner) were provided with information on the proper maintenance of Sub-Surface Disposal System.

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSPECTION FORM
PART C
SYSTEM INFORMATION

Property Address: 30 Deerfield Road, Osterville
Owner: Thomas Noone
Date of Inspection: 9-21-96

FLOW CONDITIONS

RESIDENTIAL:

Design flow: 330 gallons

Number of bedrooms: 3

Number of current residents: 1

Garbage grinder (yes or no): no

Laundry connected to system (yes or no): Y

Seasonal use (yes or no): no

Water meter readings, if available: _____

Last date of occupancy: 9-21-96

COMMERCIAL/INDUSTRIAL:

Type of establishment: _____

Design flow: _____ gallons/day

Grease trap present: (yes or no) _____

Industrial Waste Holding Tank present: (yes or no) _____

Non-sanitary waste discharged to the Title 5 system: (yes or no) _____

Water meter readings, if available: 1994- 50,000 gals.

1995- 63,000 gals.

Last date of occupancy: _____

OTHER: (Describe) _____

Last date of occupancy: _____

GENERAL INFORMATION

PUMPING RECORDS and source of information:

System pumped as part of inspection: (yes or no) _____

If yes, volume pumped: _____ gallons

Reason for pumping: _____

TYPE OF SYSTEM

_____ Septic tank/distribution box/soil absorption system

_____ Single cesspool

☒ Overflow cesspool

_____ Privy

_____ Shared system (yes or no) (if yes, attach previous inspection records, if any)

_____ Other (explain) _____

APPROXIMATE AGE of all components, date installed (if known) and source of information: 25 YRS

Sewage odors detected when arriving at the site: (yes or no) no

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSPECTION FORM
PART C
SYSTEM INFORMATION (continued)

Property Address: 30 Deerfield Rd., Osterville
Owner: Thomas Noone
Date of Inspection: 9-21-96

SEPTIC TANK:____
(locate on site plan)

Depth below grade:____
Material of construction: __concrete __metal __FRP __other(explain)

Dimensions:_____
Sludge depth:_____
Distance from top of sludge to bottom of outlet tee or baffle:_____
Scum thickness:_____
Distance from top of scum to top of outlet tee or baffle:_____
Distance from bottom of scum to bottom of outlet tee or baffle:_____

Comments:
(recommendation for pumping, condition of inlet and outlet tees or baffles, depth of liquid level in relation to outlet invert, structural integrity, evidence of leakage, etc.) _____

GREASE TRAP:____
(locate on site plan)

Depth below grade:____
Material of construction: __concrete __metal __FRP __other(explain)

Dimensions:_____
Scum thickness:_____
Distance from top of scum to top of outlet tee or baffle:_____
Distance from bottom of scum to bottom of outlet tee or baffle:_____

Comments:
(recommendation for pumping, condition of inlet and outlet tees or baffles, depth of liquid level in relation to outlet invert, structural integrity, evidence of leakage, etc.) _____

CR

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSPECTION FORM
PART C
SYSTEM INFORMATION (continued)

Property Address: 30 Deerfield Rd., Osterville
Owner: Thomas Noone
Date of Inspection: 9-21-96

TIGHT OR HOLDING TANK: _____

(locate on site plan)

Depth below grade: _____

Material of construction: _____ concrete _____ metal _____ FRP _____ other(explain) _____

Dimensions: _____

Capacity: _____ gallons

Design flow: _____ gallons/day

Alarm level: _____

Comments:

(condition of inlet tee, condition of alarm and float switches, etc.)

DISTRIBUTION BOX: _____

(locate on site plan)

Depth of liquid level above outlet invert: _____

Comments:

(note if level and distribution is equal, evidence of solids carryover, evidence of leakage into or out of box, etc.)

PUMP CHAMBER: _____

(locate on site plan)

Pumps in working order: (yes or no) _____

Comments:

(note condition of pump chamber, condition of pumps and appurtenances, etc.)

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSPECTION FORM
PART C
SYSTEM INFORMATION (continued)

Property Address: 30 Deerfield Rd., Osterville
Owner: Thomas Noone
Date of Inspection: 9-2196

SOIL ABSORPTION SYSTEM (SAS): ☒

(locate on site plan, if possible; excavation not required, but may be approximated by non-intrusive methods)

If not determined to be present, explain:

Type:

leaching pits, number: _____
leaching chambers, number: _____
leaching galleries, number: _____
leaching trenches, number, length: _____
leaching fields, number, dimensions: _____
overflow cesspool, number: 2

Comments: (note condition of soil, signs of hydraulic failure, level of ponding, condition of vegetation, etc.)

CESSPOOLS: ☒

(locate on site plan)

Number and configuration: 2 - 6' x 8'
Depth-top of liquid to inlet invert: 6"
Depth of solids layer: 3-6"
Depth of scum layer: 1'
Dimensions of cesspool: 6' x 8'
Materials of construction: Blocks
Indication of groundwater: _____

inflow (cesspool must be pumped as part of inspection)

Comments: (note condition of soil, signs of hydraulic failure, level of ponding, condition of vegetation, etc.)

1 in place over Flo. Pit 1/2 Full working
AT TIME OF Insp. NOT T-S CODE

PRIVY: _____

(locate on site plan)

Materials of construction: _____ Dimensions: _____
Depth of solids: _____

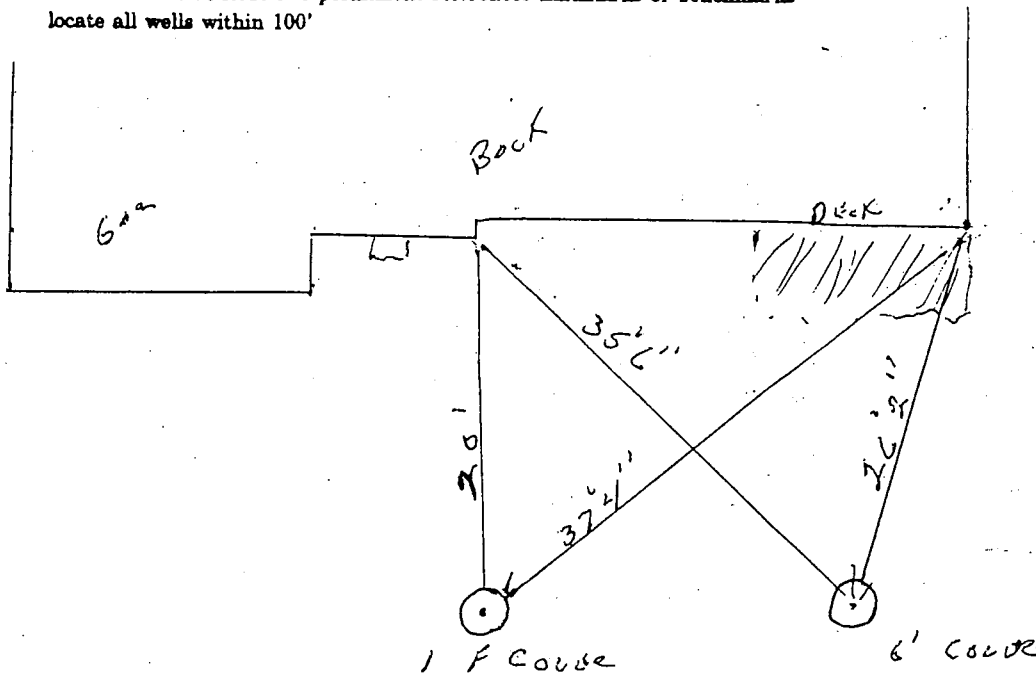
Comments: (note condition of soil, signs of hydraulic failure, level of ponding, condition of vegetation, etc.)

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSPECTION FORM
PART C
SYSTEM INFORMATION (continued)

Property Address: 30 Deerfield Rd., Osterville
Owner: Thomas Noone
Date of Inspection: 9-21-96

SKETCH OF SEWAGE DISPOSAL SYSTEM:

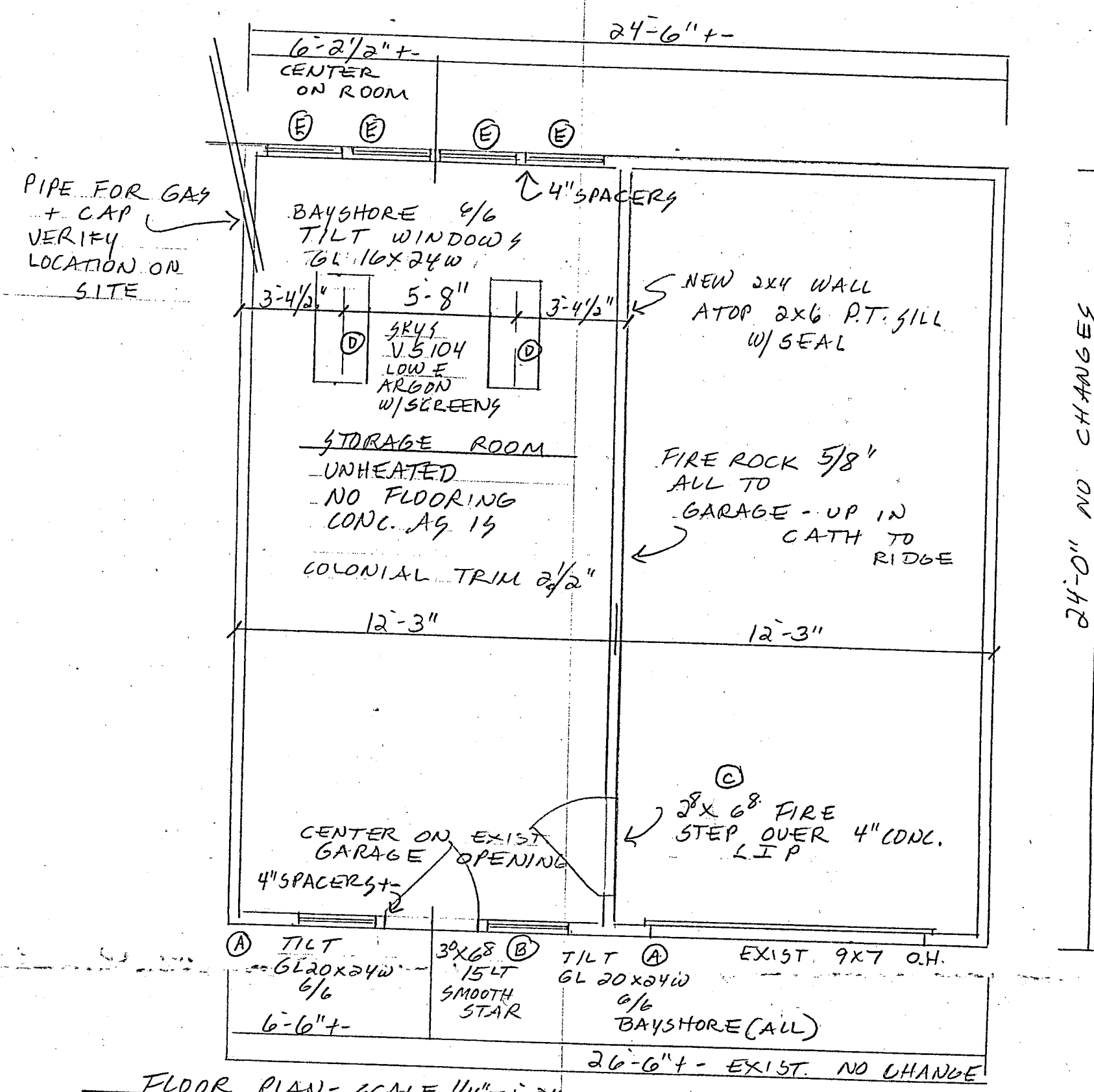
include ties to at least two permanent references landmarks or benchmarks
locate all wells within 100'



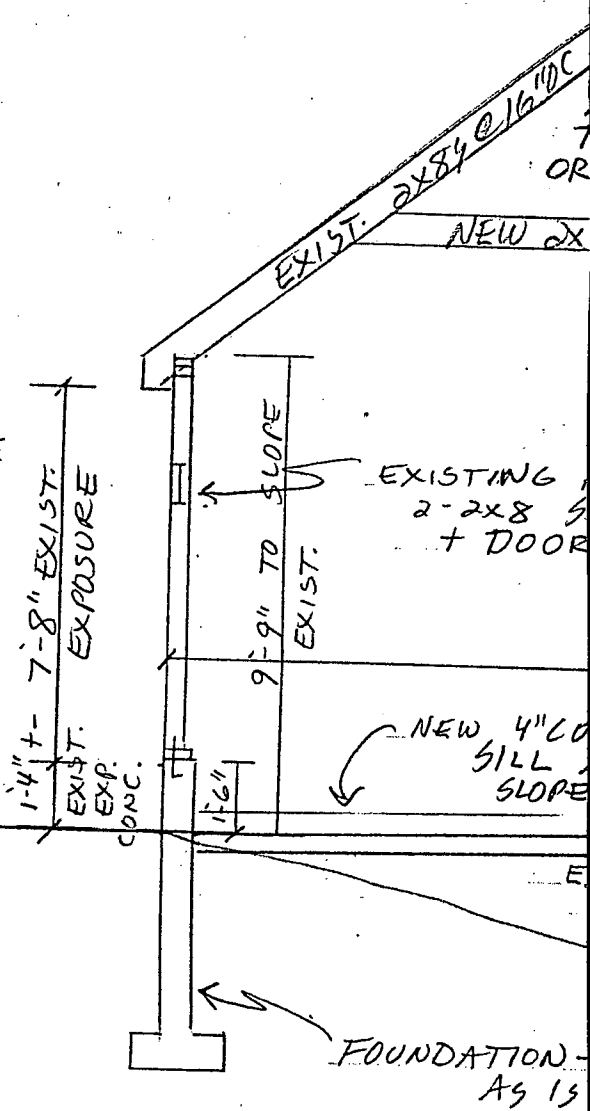
DEPTH TO GROUNDWATER

Depth to groundwater: 12+ feet

method of determination or approximation: BOTH Borehole



- INSULATION - R30 LLG - R13 WALLS
- ROOF - NEW SKYS ONLY - FLASH AS REQ.
- EXIST. ASPHALT (ARCH)
- EXIST. RIDGE - NEW VENTED RIDGE
- ADD GOFFIT VENTING
- 2x8 RAFTERS @ 16" OC EXIST.
- NEW CEILING JOISTS 2x8 @ 16" OC
- 1/3 2/3 RATIO
- ACCESS REQUIRED
- ROCK INTERIOR - FIRE ROCK
- WALL INSIDE GARAGE 5/8" TO RIDGE
- SIDING
- W/C SHINGLES 5" TT.W. +-
- AMOWRAP OVER 1/2" CDX. PLY.
- EXIST. 1x4 1x5 CBD'S
- EXIST. ALUM. TRIM COVER
- TRIM AS REQUIRED FOR SPACING
- ON SITE - 1x4 1x5 +-
- STUDS
- 2x4 @ 16" OC
- 2x6 P.T. SILL W/ SEAL
- 2-2x4 TOP PLATE
- 2-2x8 HEADERS

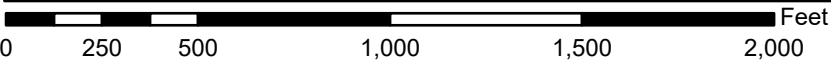
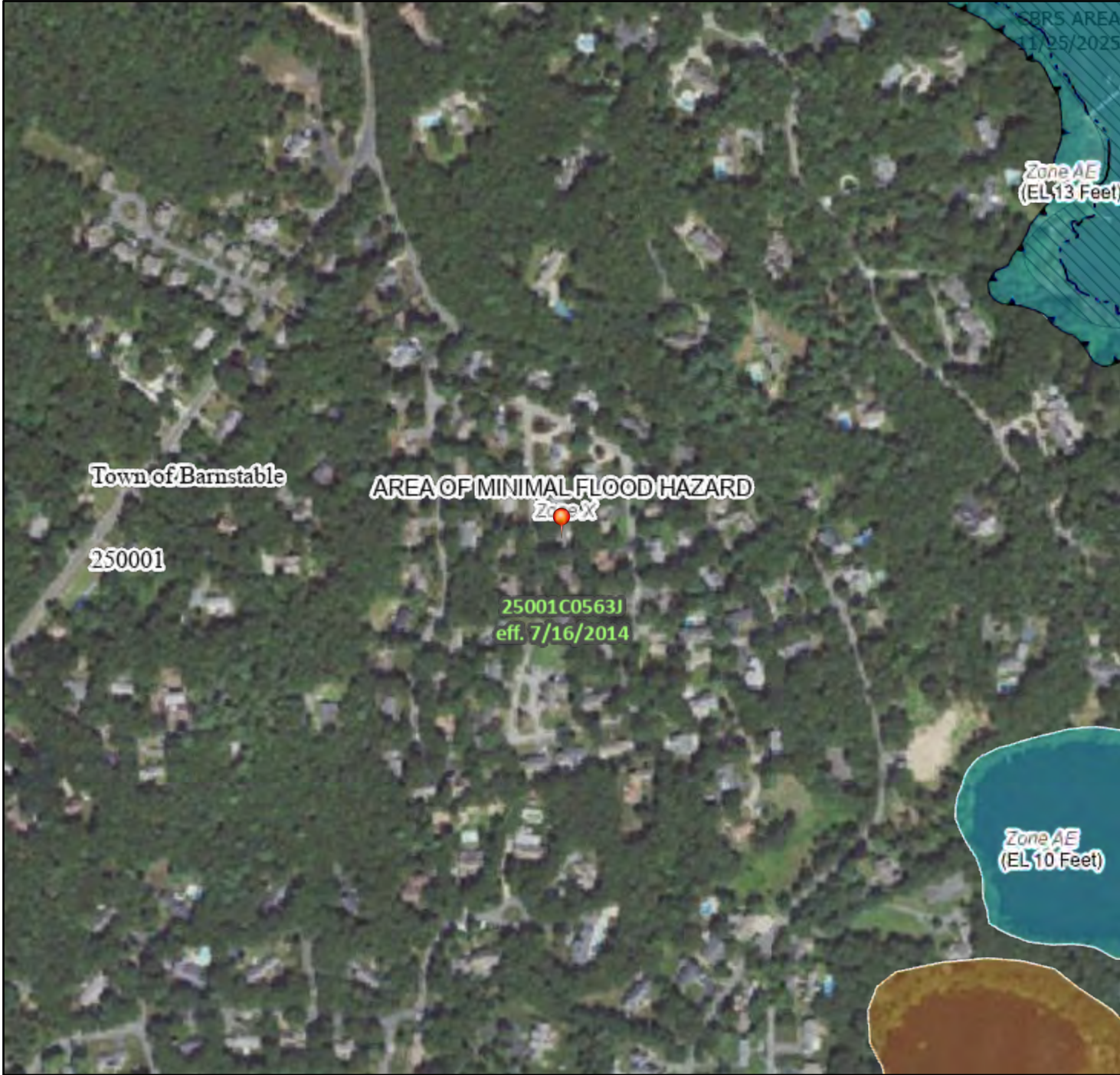


- OPTIONS -
- 4 SHELF UNITS - SHOWN ABOVE
- PLASTIC WASH TUB - (SET TUB)
- REMOVABLE GRILLS REAR WINDOWS
- FRONT IN BETWEEN GLASS

National Flood Hazard Layer FIRMette



70°22'28"W 41°38'30"N



1:6,000

70°21'51"W 41°38'3"N

Basemap Imagery Source: USGS National Map 2023

Legend

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

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



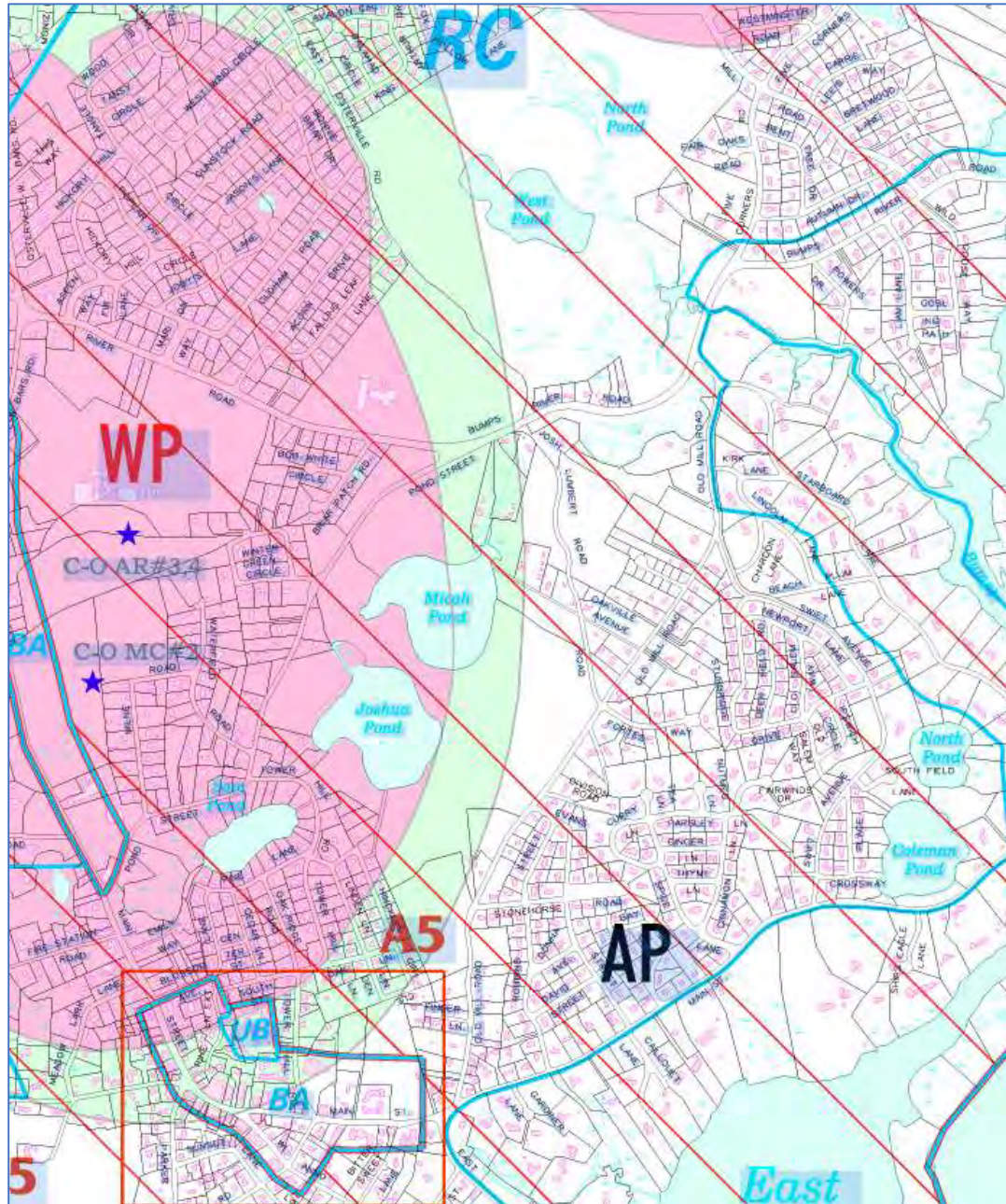
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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

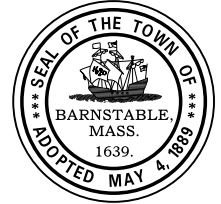
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **11/17/2025 at 5:55 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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

Zoning Map Excerpt – Osterville Village (Barnstable, MA) Sheet 5 of 7



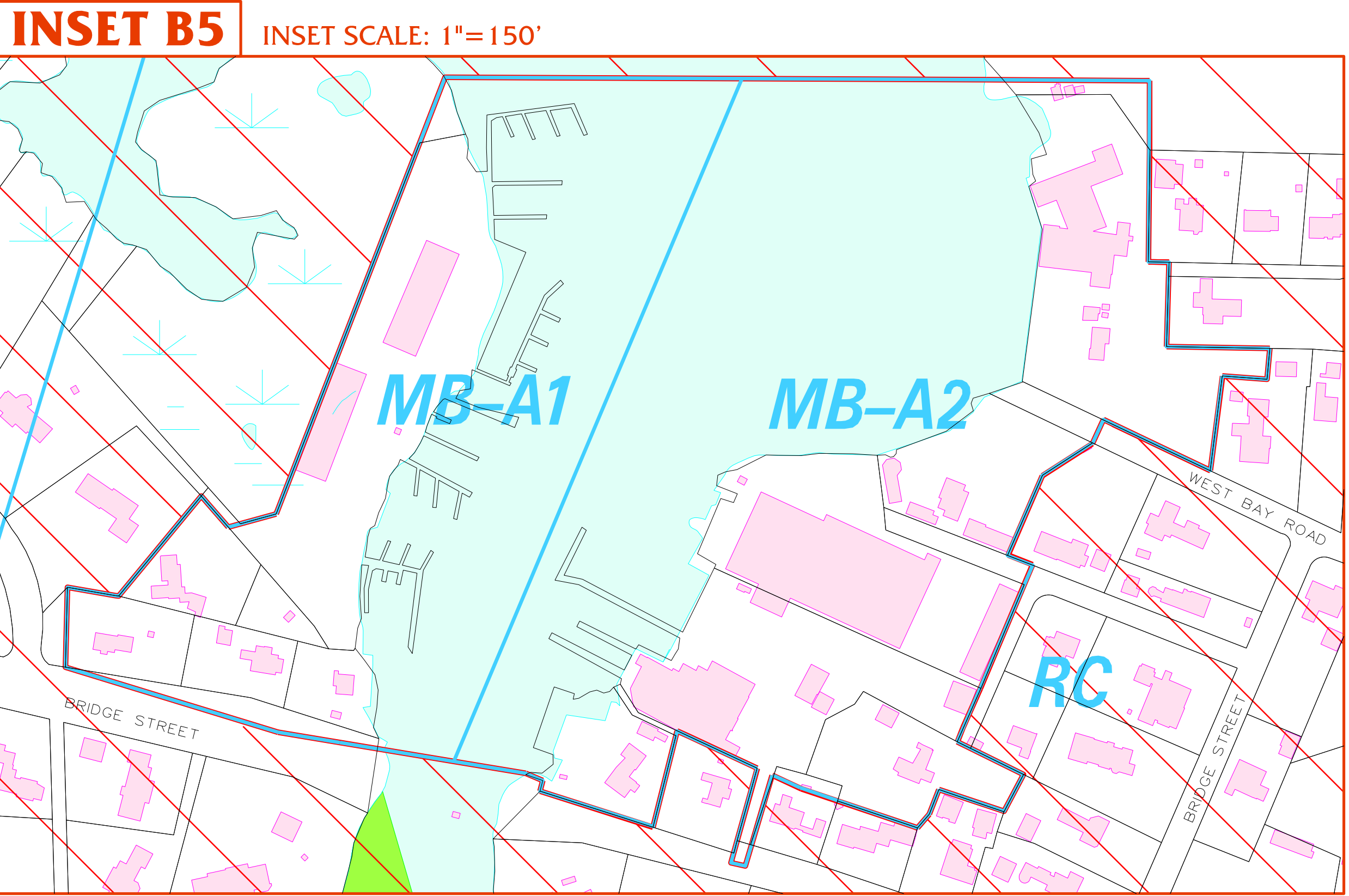
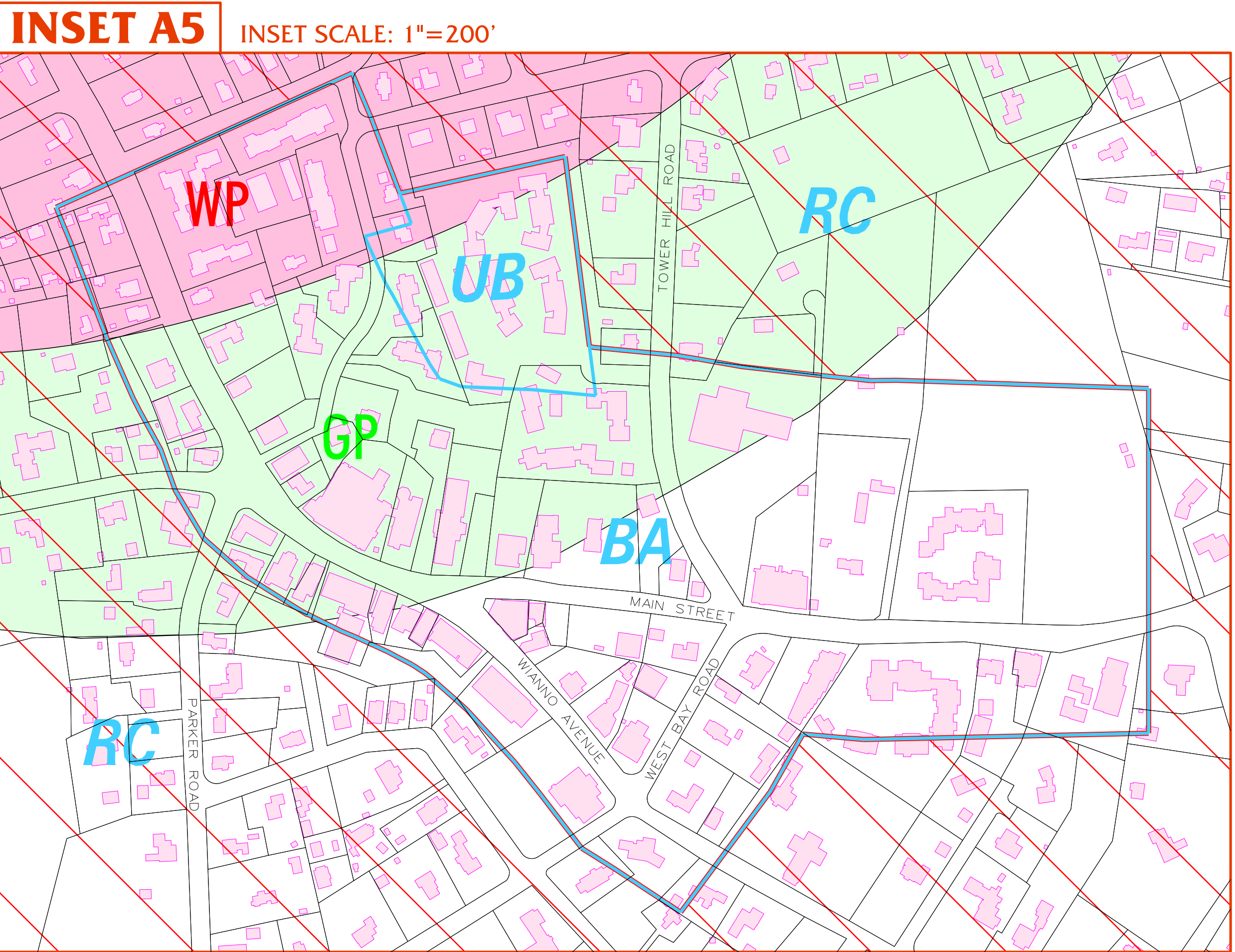
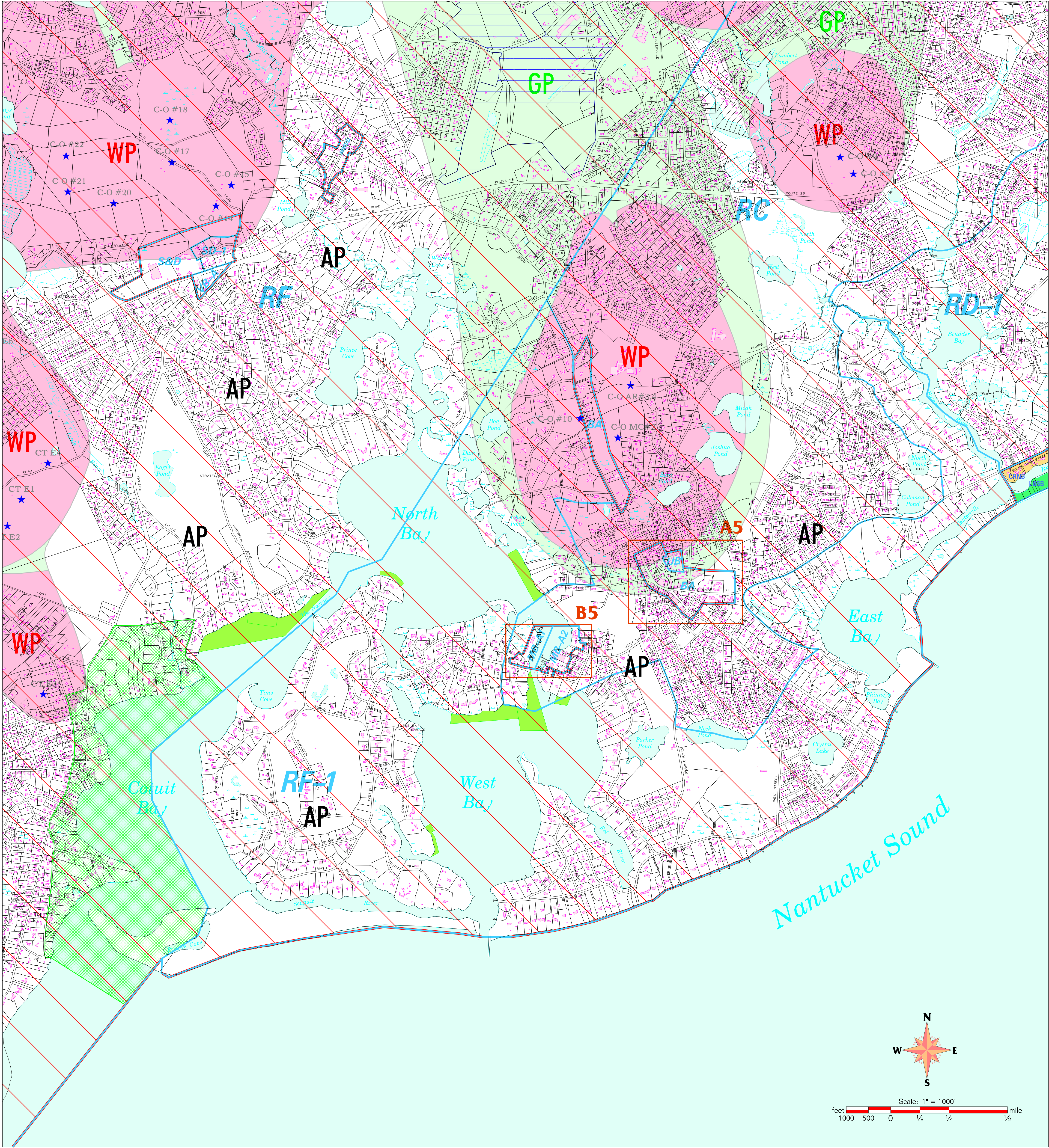
	Zoning District
	Wellhead Protection Overlay District
	Groundwater Protection Overlay District
	Aquifer Protection Overlay District
	All other areas not identified as Wellhead or Groundwater Protection Overlay Districts
	Adult Use Overlay District
	Dock and Pier Overlay District
	Former Grade 5 School Planned Unit Development Overlay District
	Medical Services Overlay District
	Resource Protection Overlay District
	Shopping Center Redevelopment Overlay District
	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
	Craigville Village Neighborhood Overlay
	Long / Short Beach Neighborhood Overlay
	Craigville Beach Neighborhood Overlay
	Centerville River North Bank Neighborhood Overlay



ZONING MAP of the TOWN OF BARNSTABLE, MASSACHUSETTS

LAST AMENDED FEBRUARY 28, 2019

OSTERVILLE - SHEET 5 OF 7



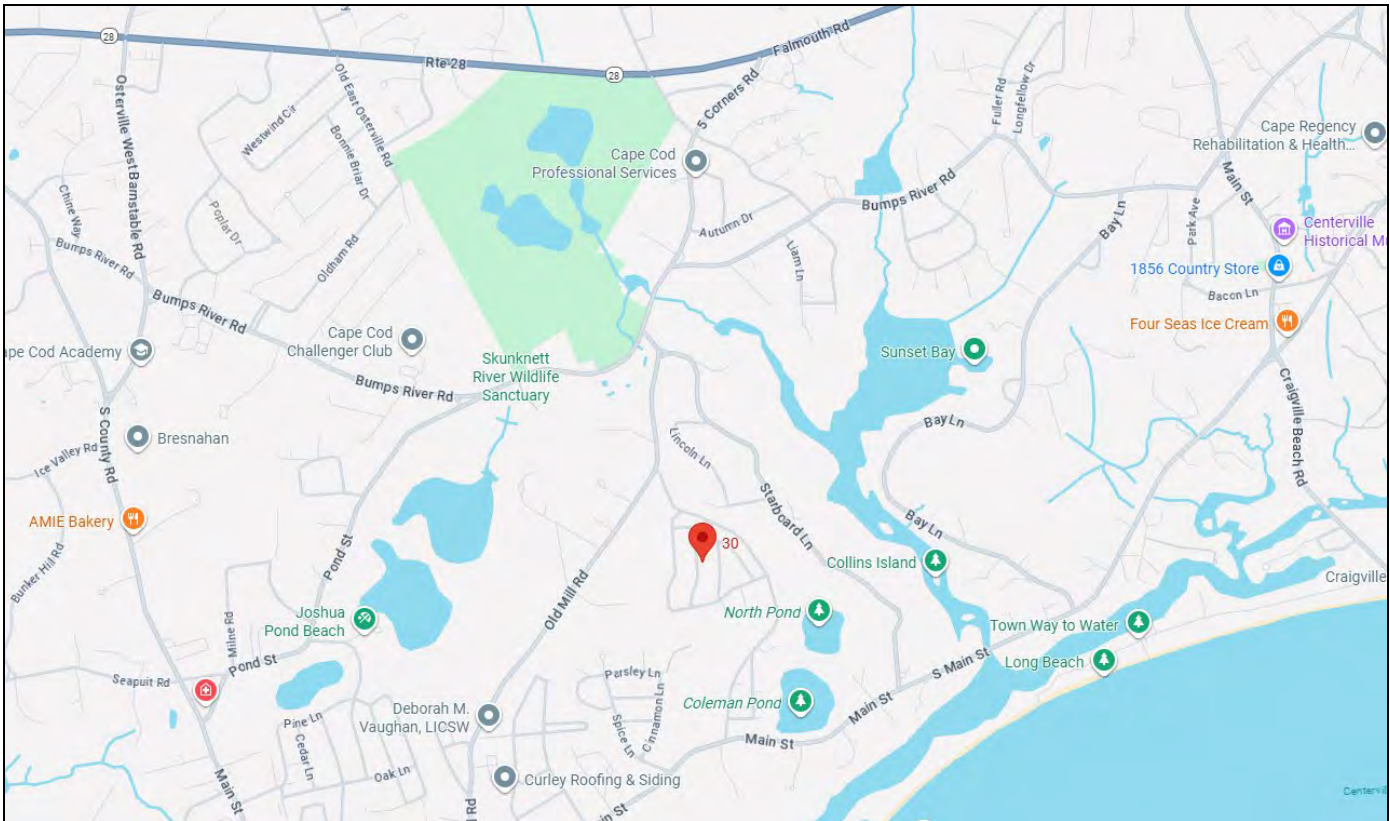
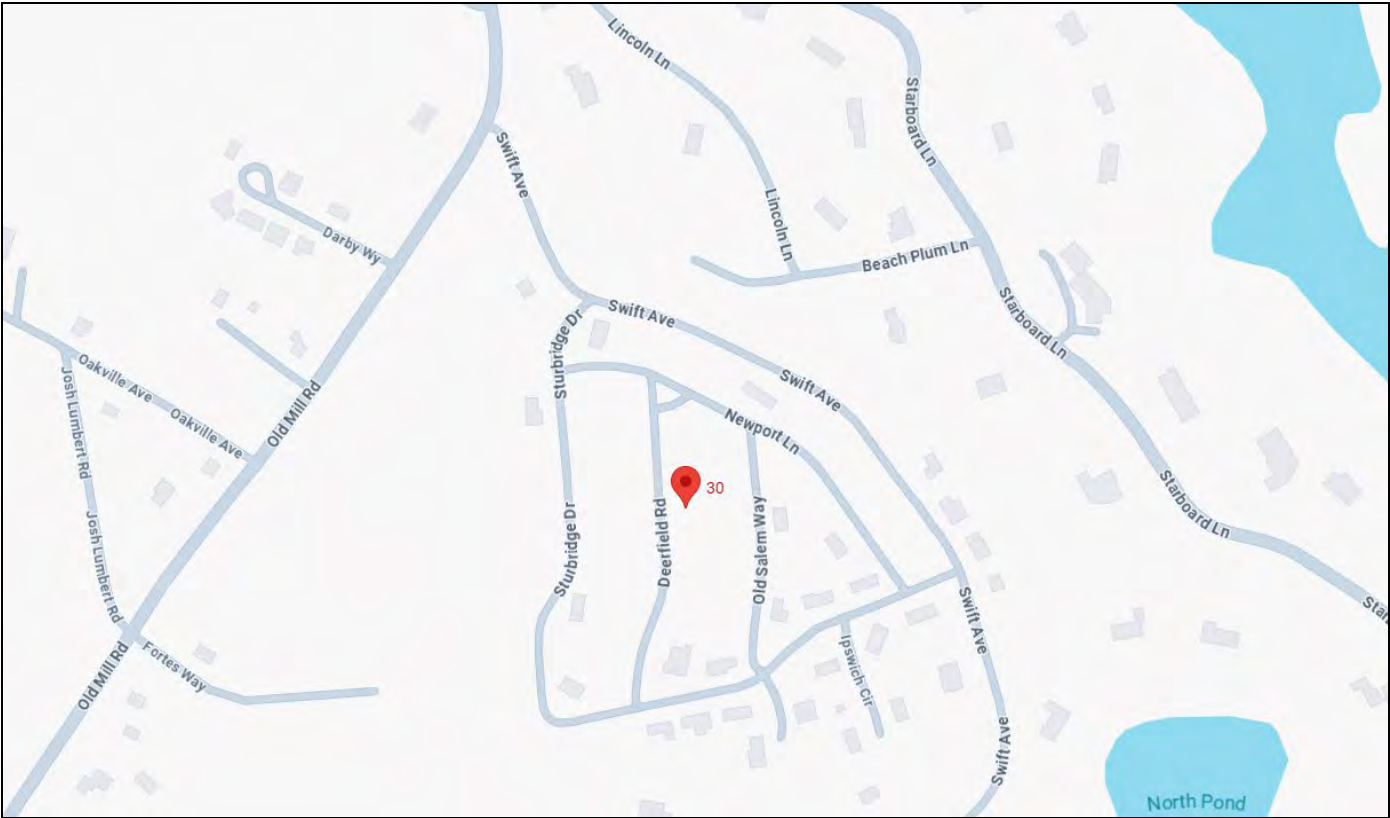


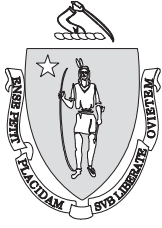
Mass Audubon



MAP

30 DEERFIELD RD., OSTERVILLE, 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

**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.**



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