

TOWN OF LAKEVILLE MEETING POSTING & AGENDA



Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and **posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009).** Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	Select Board
Date & Time of Meeting:	Monday, May 8, 2023 @ 6:00 PM
Location of Meeting:	Apponequet High School 100 Howland Road, Lakeville, MA
Clerk/Board Member posting notice:	Tracie Craig-McGee
Cancelled/Postponed to:	(circle one)

Clerk/Board Member Cancelling/Postponing:

<mark>R E V I S E D</mark> A G E N D A

- 1. Meet with Town Moderator for her appointment of a member to the Capital Expenditures Committee
- 2. Update on 310 Kenneth Welch Drive property
- Discuss process and consideration of the Notice of Intent to remove 6 Barstow Street from Chapter 61B
- 4. Discuss and possible vote to approve relocation of Pole 95 on County Street
- 5. Discuss and possible vote to approve job description for Part Time Clerk/Floater
- Discuss and possible vote on application for outdoor entertainment The Back Nine Club - May 21, 2023
- 7. New Business
- 8. Old Business
- 9. Attend Special and Annual Town Meetings

Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Select Board arise after the posting of this agenda, they may be addressed at this meeting.

AGENDA ITEM # 1 MAY 8, 2023

MEET WITH TOWN MODERATOR FOR HER APPOINTMENT OF A MEMBER TO THE CAPITAL EXPENDITURES COMMITTEE

There is a vacancy on the Capital Expenditures Committee for one of the Town Moderator appointments. Michael Smith has sent in am email expressing his interest in being appointed.

Katie will be present to present her appointment to the Board. No vote is needed by the Select Board.

KATHRYN A. GOODFELLOW 4 ASHLEY PLACE LAKEVILLE, MA 02347 (617) 388-7120



April 11, 2023

Dear Members of the Select Board:

Pursuant to Section 25 a & b outlined in the Town of Lakeville General By-Laws, in my role as Town Moderator, I would like to propose the appointment of the following individual to serve as an at-large representative on the Capital Expenditures Committee.

Michael Smith 11 Dunham Pond Road Lakeville, MA 02347

Mr. Smith has indicated a willingness to serve on said committee.

Sincerely,

Kathyne Goodfiller

Kathryn A. Goodfellow Town Moderator

Tracie Craig-McGee

From: Sent: To: Subject: Michael Smith <hydrangea2011@gmail.com> Wednesday, March 8, 2023 10:00 AM Tracie Craig-McGee Re: Capital expenditures Committee

Tracie,

I would like to be considered for the open spot on the Capital Expenditures Committee. I think that my previous experience with capital projects could benefit this committee. Please feel free to contact me with any questions.

Thanks

Michael Smith.

Sent from my iPhone

> On Mar 8, 2023, at 9:36 AM, Tracie Craig-McGee <TCraig-McGee@lakevillema.org> wrote:

>

> Hi Mike,

>

> Please just send in an email expressing your interest in being appointed to the Capital Expenditures Committee.

>

> Tracie Craig-McGee

- > Executive Assistant Select Board
- > & Town Administrator
- > Town of Lakeville
- > 346 Bedford Street
- > Lakeville, MA 02347
- > 508 946-8803

>

- > ----- Original Message-----
- > From: Michael Smith <hydrangea2011@gmail.com>
- > Sent: Tuesday, March 7, 2023 5:50 PM
- > To: Tracie Craig-McGee <tcraig-mcgee@lakevillema.org>
- > Subject: Capital expenditures Committee

>

- > Ari asked if I wanted to join that committee.
- > What do I need to do?

>

> Thanks.

>

> Sent from my iPhone

AGENDA ITEM #2 MAY 8, 2023

UPDATE ON 310 KENNETH WELCH DRIVE PROPERTY

The Town Administrator will give an update.

AGENDA ITEM #3 MAY 8, 2023

DISCUSS PROCESS AND CONSIDERATION OF THE NOTICE OF INTENT TO REMOVE 6 BARSTOW STREET FROM CHAPTER 61B

Attached is the Notice of Intent received from Attorney Michael O'Shaughnessy regarding the intent to remove the property located at 6 Barstow Street from Chapter 61B.

Ari Sky

From: Sent: To:	Ari Sky Wednesday, April 26, 2023 9:39 AM 'mark knox'; jflyn678@gmail.com; Nora Cline; Michele MacEachern; John Cabral
	(cabralj1055@gmail.com); Jon Pink; John Olivieri; David Lamoureux; Joseph Chamberlain; rjbouchard@verizon.net; John LeBlanc; eaglelady27@gmail.com; Gary
	Flaherty; Liz Nash; Joan Gladu Morton; Amy Knox; Rodney Dixon; fdbarbuto@gmail.com; ritagarbitt@gmail.com; patricktana@yahoo.com; Marc Resnick;
	Nathan Darling, Building Commissioner & Zoning Enforcement Officer; Franklin Moniz, DPW Director; Matthew Perkins, Lakeville Chief of Police; Michael P. O'Brien, Fire Chief;
C	Erika Correia Brien Deur Leureine Cerkenii Lie Felsien Tragio Creig McCee
Cc: Subject:	Brian Day; Lorraine Carboni; Lia Fabian; Tracie Craig-McGee Chapter 61B Notification - Holloway Brook Farm
Attachments:	Holloway Brook Farm.pdf

All –

The Town has received a notification of intent from the owners of Holloway Brook Farm to remove the property from Chapter 61B status. I would note that the property is <u>not</u> being sold, so there is no purchase & sales agreement. However, the Town does have the opportunity to exercise an option to purchase at fair market value. The process for an option to purchase is described by statute:

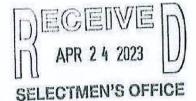
- 1. The Town must obtain an appraisal of the fair market value, at the Town's expense, and send the appraisal to the landowner within 30 days from receipt of the Notice of Intent. In this case, our deadline is May 24.
- 2. In the event the landowner disagrees with the Town's appraisal, the owner has 60 days from the receipt date to obtain a second appraisal; you will note that the owner has submitted an appraisal for \$3.5 million as part of the initial package.
- 3. In the event that the Town and owner disagree with the owner's appraisal, the owner and the Town will select a mutually acceptable appraiser, who will deliver a third appraisal to the Town within 90 days of the receipt date. This appraisal is considered the final determination of the property's value, and the owner has the right to revoke the notice of intent at any time without recourse.
- 4. The Town has 120 days from the date on which the final price has been determined to decide whether to exercise its option to purchase the chapter land.

Given the relatively tight timeline, we are already arranging an appraisal. It's important to note that ordering the appraisal is not indicative of any decision by the Select Board in terms of this property; rather, it is entirely a matter of logistics to ensure that statutory options remain available. Also, I have deliberately refrained in this email from providing any indication regarding the potential disposition of this property as the Select Board has not yet discussed the matter.

Please respond to me with any comments or considerations regarding this property. We are particularly concerned with potential impacts on natural resources, zoning, master plan considerations, open space planning and potential impacts on Town services. Thank you for your consideration.

Ari J. Sky, ICMA-CM Town Administrator

Law Office of Michael P. O'Shaughnessy 43 East Grove Street, Suite 5 Middleboro, MA 02346 Phone: (508) 947-9170 E-mail: mike@mpoesq.com



April 20, 2023

Via certified mail return receipt requested # 7021 0350 0001 4515 8585

Town of Lakeville Select Board Attn: Mr. Brian Day, Chair Lakeville Town Hall 346 Bedford Street Lakeville, MA 02347

RE: Notice of Intent to Change to Residential Use 6 Barstow Street, Lakeville, MA Lakeville Assessors Map 018 Block 001 Lot 025

Dear Mr. Day:

This office represents Holloway Brook Farm LLC ("LLC"). On behalf of the LLC, pursuant to M.G.L. c. 61B, §9, notice is hereby given that the LLC intends to convert the use of the property located at 6 Barstow Street ("Property") to residential use.

The Property is shown on Lakeville Assessors Map 018 Block 001 Lot 025 and, according to the Assessor's field card, is 36.64 acres in area. The Property is subject to a tax lien recorded at Plymouth County Registry of Deeds in Book 29860, Page 287. A copy of the plan, field card and tax lien are enclosed herewith.

Additionally, please find enclosed an appraisal for the property dated April 10, 2023.

The landowner's information is Holloway Brook Farm, LLC, 91 George Leven Drive, North Attleboro, MA. Phone #508 699-7900 x104.

Should you have any questions or comments, please contact this office.

Very truly yours,

Michael O'Shaughnessy

Cc: Lakeville Planning Board Lakeville Board of Assessor's Lakeville Conservation Commission Massachusetts Department of Conservation and Recreation

Property Location 6 BARSTOW ST Bldg Name Vision ID 1246 Account # 783 Date Usion ID 1246 Account # 783	State Use 0101 Card # 1 of 1 Print Date 1/5/2023 5:39:21 PM	[
CURRENT OWNER TOPO UTILITIES STRT / ROAD LOCATION /AY BROOK FARM LLC 1 Level 5 Well 1 Paved 2 Suburban Description	CURRENT ASSESSMENT Code Assessed Assessed 0101 405 200 405 200	
91 GEORGE LEVEN DR Alt Proi ID 018-001-025-R REC LAND REC LAND REC LAND	165,500 251,600 117,400	
N ATTLEBORO MA 02760 Foundation CONCRETE	VISION	
GIS ID F_797640_2771868 Assoc Pid#	Total 940,100 852,100 PREVIOLIS ASSESSMENTS (HISTORY)	
SHIP BK-VOL/PAGE SALE UATE U/U VI SALE FRICE VC	Code Assessed V Year Code Ass	
HOLLOWAY BROOK FARM LLC 27976 0002 04-16-2004 0 1 0-0-0,00 00 2023 0101 TAUTKUS DIANE 25356 0058 06-04-2003 0 1 450,000 00 2023 0101 CORMIER JENNIFER M 5038 0347 08-01-1981 0 V 28,000 00 0101 COVE PAMELA 27690 0215 021-1981 0 V 28,000 00 0101 COVE PAMELA 27690 0215 08-01-1981 0 0 00 00 0101	405,200 2022 0101 362,200 2021 0101 336,100 165,900 0101 149,100 0101 133,000 133,000 251,600 0101 222,100 0101 222,300 222,300 29,400 0806 29,400 0806 29,400 29,400	00000
	852,100 Total 762,800 Total 720,800	800
EXEMPTIONS OTHER ASSESSMENTS Year Code Description Amount Comm Int	INIS Signature acknowledges a visit by a para policity of the second states and the second stat	
	APPRAISED VALUE SUMMARY	
	Appraised Bldg. Value (Card) 405,200	200
		0
	(600
		300
	Special Land Value 29,400	400
7/2020 CLASSIFIED UNDER C61B-EQUES I MAN	Total Appraised Parcel Value 940,100	100
	Valuation Method	υ
	Total Appraised Parcel Value 940,100	100
RINI DING PERMIT RECORD	VISIT / CHANGE HISTOR	
Amount Insp Date % Comp Date Comp	Id Type Is Cd	Τ
07-21-2010 BP BUILDING PER 3,000	12-03-2020 NI 02 CT UVCIICAI IIISPECIUOIS	
06-03-2004 WP WORK PERMIT 0 03-29-2004 BP BUILDING PER 0	т л Т П П	
87 06-04-2002 BP BUILDING PER 0 4 05-01-2002 SP SPECIAL PER 0 100		
B Use Code Description Zone LA Land Type Land Units Unit Price Size Adj Site Index Cond. Nbhd. Adj	Adj Unit P Lar	/alue
0101 Single Fam 0806 61b Horse	1.0000 2.37 165,900 1.0000 3,350 117,400	,400
Total Cond Lood Parcel Total Land Area [36.64	Total Land Value 283,300	3,300
30.04 OL		

THIS INSTRUMENT MUST BE FILED FOR RECORD OR REGISTRATION

Board of Assessors 346 Bed-Brd St. Lakeville, MA-02347

THE COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

6582 Received & Recorded PLYMOUTH COUNTY REGISTRY OF DEEDS 19 JAN 2005 10:42AM JOHN R.BUCKLEY, JR. REGISTER Bk 29860 Pg 287

20 ...

NAME OF CITY OR TOWN

OFFICE OF THE BOARD OF ASSESSORS

CLASSIFIED FOREST-AGRICULTURAL OR HORTICULTURAL-RECREATIONAL LAND TAX LIEN

The Board of Assessors the xxix xxxx of TOWN OF LAKEVILLE hereby state it has accepted and approved the application of <u>Holloway Brook Farm LLC/Brian J. Conefrey</u> owner(s) of the real property described below, for the valuation, assessment and taxation of that property as classified forest agricultural or horticultura XX recreational land under the provisions of General Laws Chapter 61 61A XX 61B . This classification is effective as of January 1, 2005 for the fiscal year beginning July 1, 2005. Fiscal Year 2006

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.)

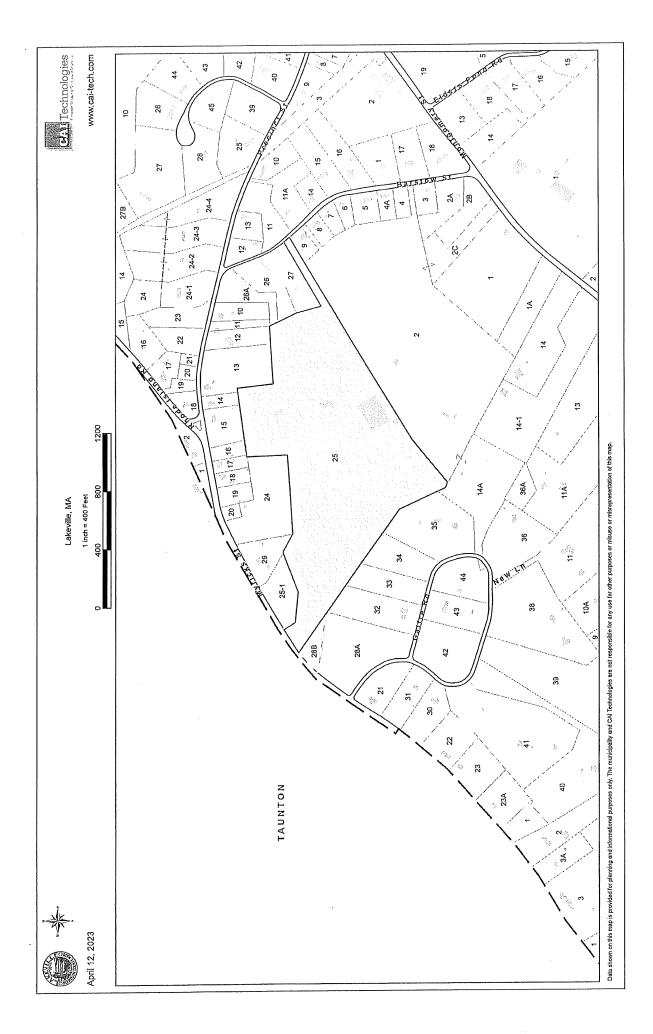
Property located on 6 Barstow street, Assessor's Map 18-01-25. Containing approximately 38 acres ±. excluding houselot of 1 acre. Registered April 16, 2004 in the Plymouth County Registry of Deeds under Book 27976 Page 2.

This statement made on the a lien upon the property as provided in Genera	12th al Laws Chapte	_ day of <u>January</u> or 61 sec 2 61A sec	$_{, 2005}$ constitutes 9 \overline{XX} 61B sec 6 \Box .
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		Sonal A	Domlins

THE COMMONWEALTH OF MASSACHUSETTS

BOARD

Plymouth	SS.		January 12, 2005
	ersonally appeared the a solutions for the city/town of	bove named Lakeville	Gordon W. Goodfellow - Know to mer acknowledged the foregoing instrument
	and deed, before me.		GLENNA L. PROTAMI Notary Public
My commission e	xpires Mouch 2	4,2006	3.24-06 CTENNE L. Protant J. Protant



APPRAISAL REPORT





Holloway Brook Farm

6 Barstow Street Lakeville, Massachusetts 02347

BBG File #0123103216

Prepared For

Holloway Brook Farm LLC 91 George Leven Drive, North Attleborough, MA 02760-3579

> Report Date April 10, 2023

Prepared By

BBG, Inc., Boston Office 100 Summer Street, Suite 2705 Boston, MA 2110 (617) 710-2200

Client Manager: Matthew Wood matthewwood@bbgres.com

Valuation * Assessment

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April 10, 2023

Holloway Brook Farm LLC C/O Mike O'Shaughnessy

Re: Appraisal of Real Property Holloway Brook Farm 6 Barstow Street Lakeville, Massachusetts 02347 BBG File No. 0123103216

Mr. O'Shaughnessy:

In accordance with your authorization, we have conducted the investigation necessary to form an opinion of the As Is Market Value of the Fee Simple estate in the subject property, as referenced above.

The subject is a 36.6-acre property located at 6 Barstow Street in Lakeville, Massachusetts. The property is currently utilized as a horse boarding property and residential home.

There are currently no approvals in place for the project with the approval process forecast to take a 12–24-month period with the ownership currently exploring a residential subdivision of the site. The property is currently subject to 61B with the Town of Lakeville having a Right of First Refusal and this appraisal has been prepared to assist with the potential disposition of the asset and discussions with the town. The subject is described more legally and physically within the enclosed report.

This report was prepared for Holloway Brook Farm LLC (client), and is intended only for its specified use. The appraisal report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable market data, the results of the investigation, and the reasoning leading to the conclusions set forth.

This report has been written in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. In addition, this report is intended to be in compliance with the minimum standards of the Uniform Standards of Professional Appraisal Practice, *FIRREA* and any additional standards of our client Holloway Brook Farm LLC (client). Our client, their successors and/or assigns may read and rely upon the findings and conclusions of this report.

Based on our inspection of the property and the investigation and the analysis undertaken, we have developed the following value opinion(s).

	MARKET VALUE CONCLUSIO	N(S)	
Appraisal Premise	Interest Appraised	Date of Value	Value Condusion
As Is	Fee Simple	February 15, 2023	\$3,500,000

Based on recent market transactions, as well as discussions with market participants, a sale of the subject property at the above-stated opinion of market value would have required an exposure time of approximately 2-5 Months. Furthermore, a marketing time of approximately 2-5 Months is currently warranted for the subject property.

This letter must remain attached to the report, which should be transmitted in its entirety, in order for the value opinion set forth to be considered valid.

April 10, 2023 Page 2

Our firm appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact us.

Sincerely, BBG, Inc.

Allan 0

Matthew Wood Senior Managing Director MA Cert. Gen. License #75605 Phone: 617 710 2200 Email: matthewwood@bbgres.com

Lauren Drohosky Appraisal Associate Real Estate Appraiser Trainee License #1027546 Phone: 351 201 1105 Email: Rirohosky@bbgres.com

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SUBJECT PROPERTY 1

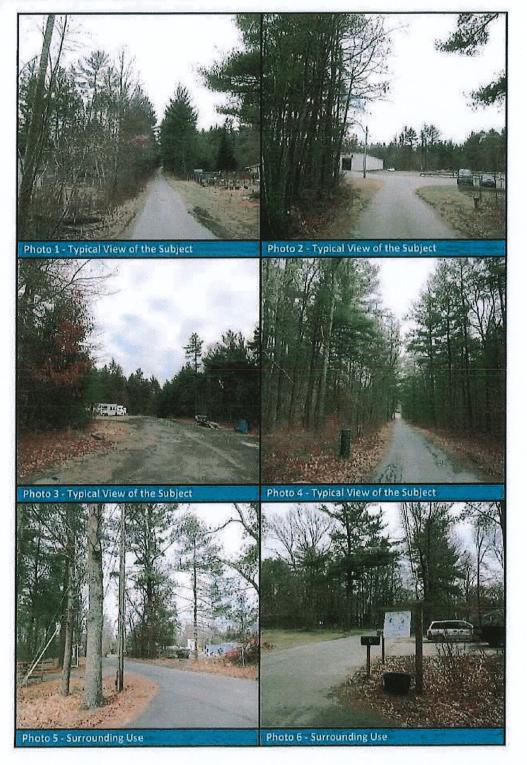
SUBJECT PROPERTY

AERIAL PHOTOGRAPH



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SUBJECT PHOTOGRAPHS



HOLLOWAY BROOK FARM APPRAISAL



SUMMARY OF SALIENT FACTS

	PROPERTY DATA
Property Name	Holloway Brook Farm
Address	6 Barstow Street Lakeville, Massachusetts 02347
Property Description	Specialty
Parcel Number	LAKE M:19 B:01 L:25
Site Area	
Primary Site	1,595,907 square feet (36.64 acres)
Total	1,595,907 square feet (36.64 acres)
Zoning	Residential
Flood Status	Zone X (Unshaded) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.

	VALUEINE	DICATIONS	
As is as of February 15, 2023			
Cost Approach	\$3,500,000	\$95,532	Per Acre
Land Value - Sales Comparison Approach	\$3,100,000	\$84,614	Per Acre
Approach Reliance	Cost Approach	A	
Value Conclusion - As Is	\$3,500,000	\$84,614	Per Acre
Exposure Time (Months)	2-5 Months		
Marketing Time (Months)	2-5 Months	ne e raansaa e aantoologiyaan sa	



PROPERTY HISTORY

Title to the property is currently recorded in the following entity:

	PROPERTY HISTORY
Current Ownership	
Sale Date	April 16, 2004
Deed Book/Page	27976/2
Sale Price	\$675,000
Owner of Record	Holloway Brook Farm LLC
Comments	The most recent transaction appears representive of market levels.

To the best of our knowledge there has been no ownership transfer of the property during the previous three years and the property is not currently offered for sale.

SCOPE OF WORK

	APPRAISAL INFORMATION
Client	Holloway Brook Farm LLC
	91 George Leven Drive,
	North Attleborough, MA 02760-3579
Intended User(s)	The intended user of this report is Holloway Brook Farm LLC.
Intended Use	The appraisal is to be utilized to assist the client with asset valuation with regard to a potential disposition.
Values Concluded	Market Value
Property Rights Appraised	Fee Simple
Premise Summary	As Is Market Value - March 2, 2023
Date of Inspection	February 15, 2023
Report Date	April 10, 2023
Marketing Time	2-5 Months
Exposure Time	2-5 Months
Owner of Record	Holloway Brook Farm LLC
Highest and Best Use	
If Vacant	Residential Subdivision
As Improved	As currently developed with potential subdivision potential

ADDDAISAL INCODAVATION

PROPERTY IDENTIFICATION

Parcel Number	LAKE M:19 B:01 L:25
Property Description	Specialty
Address	6 Barstow Street Lakeville, Massachusetts 02347
Property Name	Holloway Brook Farm

DEFINITIONS

Pertinent definitions, including the definition of market value, are included in the glossary, located in the Addenda to this report. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States:

Market Value

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

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they
 consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

		The price represer unaffected by speci- anyone associated v	nts the normal consideration for the property sold al or creative financing or sales concessions granted by with the sale. ⁽¹⁾		
	500	OPE OF THE INVESTI	GATION		
General and Market Data Analyzed	• Re	gional economic data	and trends		
	 Market analysis data specific to the subject property type 				
	. Pu	blished survey data			
	• Ne	gighborhood demogra	ohic data		
	. Co	mparable cost, sale, re	ental, expense, and capitalization rate data		
	= Flo	odplain status			
	= Zo	ning information			
		sessor's information			
		terviewed professiona d market	is knowledgeable about the subject's property type		
Data Sources			DATA SOURCES		
	Site Si:	ze	Assessor / Subdivision Plan		
	Tax Da		Assessor		
	Zoning Information Flood Status		Planning Dept FEMA		
		ALUATION METHOD			
Most Probable Purchaser	To app determ	ly the most relevant v ine the most probable	valuation methods and data, the appraiser must first purchaser of the subject property. of the subject property "As Is" is would be a developer.		
Valuation Methods Utilized	only. T is non-	he other methodologi existent. Therefore, t	lysis, we have utilized the sales comparison approach es are used primarily when comparable land sales data hese approaches have not been used given we are of e available in the market.		
	LE	VEL OF REPORTING	DETAIL		

Standards Rule 2-2 (Real Property Appraisal, Reporting) contained in USPAP requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report.

This report is prepared as an Appraisal Report. An Appraisal Report must at a minimum summarize the appraiser's analysis and the rationale for the conclusions.

EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions and/or hypothetical conditions might have affected the assignment results.

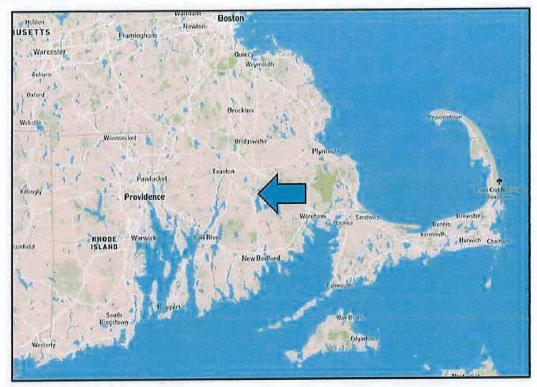
Extraordinary Assumption(s)None notedHypothetical Condition(s)This appraisal employs no hypothetical conditions.

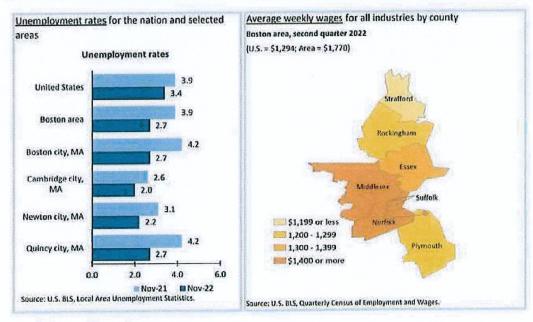
(I) (Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472)

REGIONAL ANALYSIS 7

REGIONAL ANALYSIS

REGIONAL MAP





HOLLOWAY BROOK FARM APPRAISAL

BBG





- » High business and living costs.
- » High exposure to cyclical finance and tech.



boosts local service industries by more than expected.

DOWNSIDE

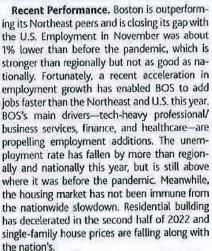
- » Tightening financial conditions hurt tech and finance by more than anticipated.
- » The rebound in international immigration is slower than expected.
- Outflows of remote workers are greater than anticipated.

Aaa

MOODY'S RATING

CITY

AS OF MAR 01 2016



Tech. BOS will remain one step behind the U.S. as the large tech industry loses momentum. BOS's reliance on tech jobs is well above average thanks to its proximity to neighboring Cambridge, which is home to Harvard University, the Massachusetts Institute of Technology, and a plethora of biotech and IT companies. Tech employment in BOS has risen by nearly 9% since early 2020, but further gains will be tough to come by as rising interest rates and volatile equity prices make it challenging for BOS's biotech and IT startups to raise operating funds. In addition, a shift in consumer spending away from goods will weigh on hardwarefocused tech firms and online retailers with offices in BOS, Fortunately, BOS's tech industry will avoid net job losses in coming months as startups dig further into the large pile of cash raised from robust funding rounds in 2020 and 2021. Tech is among BOS's highest-paying industries, so weakness here will cap employment and income additions.

Investments. The outsize finance industry will not drive growth, either. Few metro areas or divisions rely more on finance jobs than BOS thanks to the large presence of investment managers and custodian banks. The investment and securitles industries have outperformed the broader economy during the pandemic due to sharp gains in stock and bond prices in 2020 and 2021. However, near-term hiring will be minimal as weakness in bond and equity markets limits investment returns and caps the value of assets held by money managers and custodian banks. Additionally, outflows of remote staff seeking lower living costs will weigh on finance employment.

Local services. Local service industries will turn in a solid showing, enabling BOS to match the Northeast in job gains. Industries hit hardest by the pandemic, such as leisure/hospitality, retail and personal services, have more losses to recoup than regionally and nationally. Fortunately, these sharp losses mean that more jobs will need to be added than elsewhere to meet the higher demand for local services that results from the nationwide recovery in services spending, the return of population growth in BOS that occurs as international immigration rebounds, and increased spending by commuters visiting their BOS offices more often. However, a full recovery in local services will take longer than nationally because of population losses in 2020 and 2021.

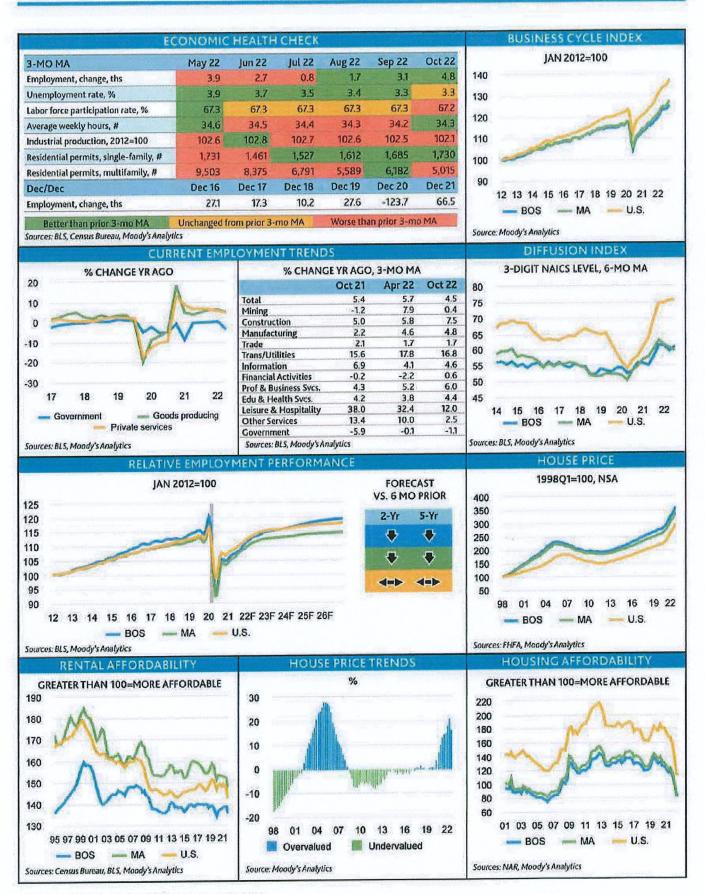
Boston's economy will slow along with that of the region and the nation but will add jobs at a similar pace as the Northeast. Local service industries will propel net hiring, but tech and finance will slow. Longer term, BOS will best the Northeast because of dynamic industries and its proximity to topnotch universities.

Marc Korobkin November 2022 1-866-275-3266 helpeconomy@moodys.com

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2016	2017	2018	2019	2020	2021	INDICATORS	2022	2023	2024	2025	2026	2027
177.8	180.6	188.1	193,9	187.7	200.6	Gross metro product (C12\$ bil)	205.8	207.3	212.7	219.4	226.9	
2.4	1.6	4.2	3.1	-3.2	6,9	% change	2.6	0.8	2.6	3.2	3.4	3,1
1,240.0	1,258.5	1,268.9	1,294.8	1,180,3	1,216.3	Total employment (ths)	1,275.7	1,298.8	1,314.0	1,330.5	1,339.1	1,345.9
2.6	1.5	0.8	2.0	-8.8	3.0	% change	4.9	1.8	1.2	1.3	0.6	0.5
3.8	3.6	3.2	2.8	9.8	5.7	Unemployment rate (%)	3.6	3.0	3.1	3.1	3.4	3.5
5.6	5,4	5.3	5.7	6.8	5.7	Personal income growth (%)	1.3	5.9	6.2	6.1	5.9	5.5
78.0	82.0	86.7	89.9	92.5	96.3	Median household income (\$ ths)	100.9	105.6	109.9	114.4	119.0	123.6
2.001.9	2.016.9	2.024.8	2.031.9	2.033.8	2,040.0	Population (ths)	2,047.4	2,058.3	2,066.6	2,072.6	2,077.6	A REAL PROPERTY OF
0.8	0.7	0.4	0.3	0.1	0.3	% change	0.4	0.5	0.4	0.3	0.2	0.2
8.8	8.9	1.9	1.5	-1.8	4.2	Net migration (ths)	3.1	6.8	4.7	2.5	1.9	1.8
1.882	1,875	1,920	1.684	1,735	2.018	Single-family permits (#)	1,874	2,137	2,410	2,529	2,676	2,761
4,519	6,551	5,392	4,677	5,228	6,627	Multifamily permits (#)	7,859	5,606	5,130	4,778	4,422	4,088
269.4	284.7	299.8	312.8	327.4	366.9	FHFA house price (1995Q1=100)	415.3	414.5	408.3	412.7	429.1	449.1
				The state of the second state of the second		and the second				and a start of the second start of the	and the second	ALC: YES AND

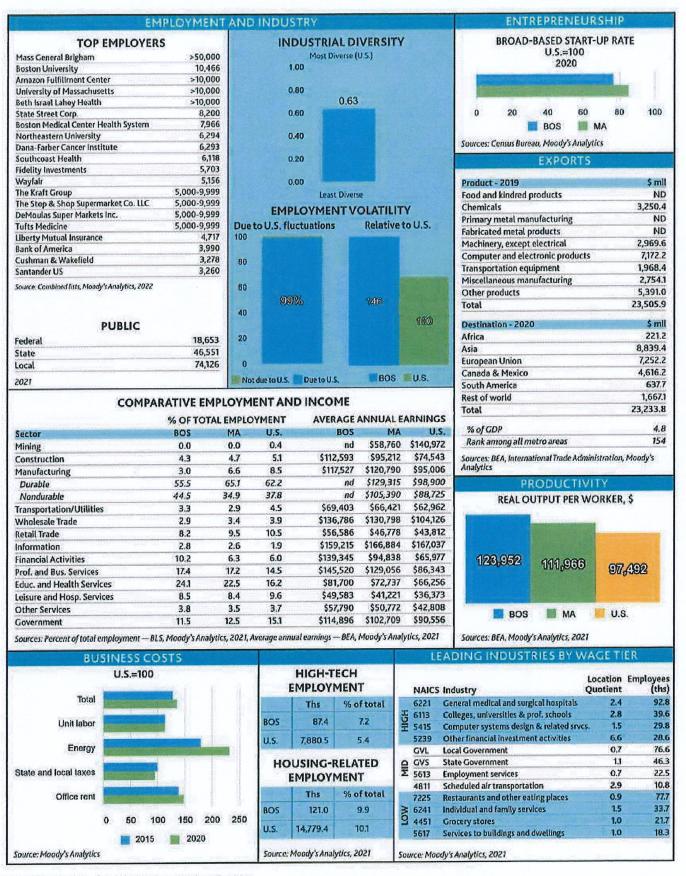
MOODY'S ANALYTICS / Précis® U.S. Metro / November 2022

PRÉCIS® U.S. METRO · Boston MA



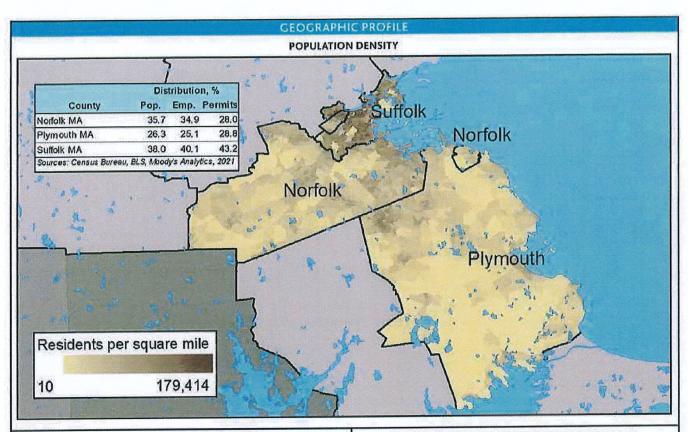
MOODY'S ANALYTICS / Précis® U.S. Metro / November 2022

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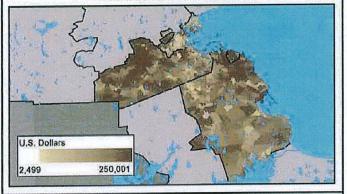


MOODY'S ANALYTICS / Précis® U.S. Metro / November 2022

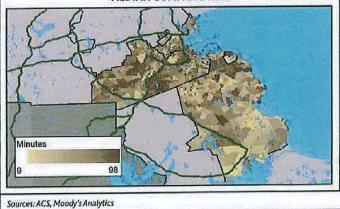
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MEDIAN HOUSEHOLD INCOME



MEDIAN COMMUTE TIME



POPULATION & HOUSING CHARACTERISTICS

A second s	Units	Value	Rank*
Total area	sg mi	1,657.8	218
Total water area	sg mi	544.3	37
Total land area	sq mi	1,113.3	274
Land area - developable	sq mi	1,109.4	126
Land area - undevelopable	sq mi	4.1	339
Population density	oop. to developable land	1,822.2	11
Total population	ths	2,028.8	41
U.S. citizen at birth	% of population	77.1	361
Naturalized U.S. citizen	% of population	11.4	29
Not a U.S. citizen	% of population	9.4	48
Median age		38.3	231
Total housing units	ths	863.6	40
Owner occupied	% of total	54.0	310
Renter occupied	% of total	38.4	42
Vacant	% of total	7.7	247
1-unit; detached	% of total	42.6	393
1-unit; attached	% of total	5.9	125
Multifamily	% of total	50.9	3
Median year built		1961	

REGIONAL ANALYSIS 12

CONCLUSION

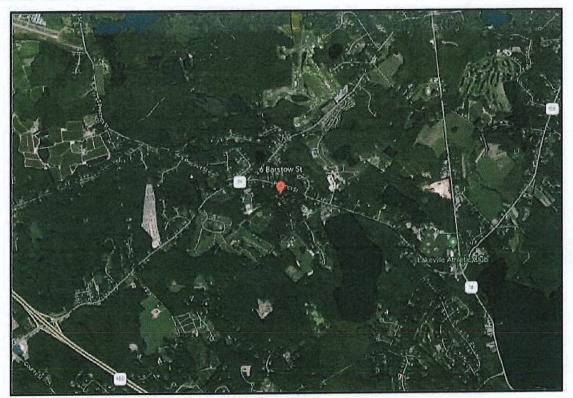
The housing market has been a positive factor in the regional economy with rising home prices supporting the construction and other related industries however this is now slowing with rising interest rates aimed at slowing the current inflationary environment. Overall, the New England region should see slower growth through the interaction between the Boston metro market and other regional markets.



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NEIGHBORHOOD ANALYSIS

NEIGHBORHOOD MAP



LOCATION

The subject is in the Town of Lakeville and is considered a suburban location and is in the southeastern portion of Massachusetts. The town is bordered by Middleborough and Raynham to the north, Middleborough to the east, Rochester to the southeast, Freetown to the south, and Taunton, Berkley, and Freetown to the west. Lakeville is located 35 miles south of Boston and 25 miles east of Providence, RI.

BOUNDARIES

The neighborhood boundaries are detailed as follow:

North: Middleborough and Raynham

South: Freetown

- East: Middleborough and Rochester
- West: Taunton, Berkley, and Freetown

SURROUNDING LAND USE

The subject is located near the Lakeville/Taunton town line near Massasoit State Park, Assawompset Pond, and Elders Pond. The neighborhood consists of primarily residential development with several country and golf clubs and local retailers intermixed with single family homes and multifamily properties.

Less than a mile from the subject is Massasoit State Park, a public recreation area encompassing more than 1,200 acres along with six lakes and ponds and numerous cranberry bogs. The park offers camping, hiking, mountain biking, non-motorized boating, canoeing, kayaking, cross-county skiing, fishing, and hunting.

The Residences at Lebaron Hills and The Fairways are both located less than a mile north of the subject and provide commercial residential sites to supplement the large resident district near the Middleborough/Lakeville station just northeast of the subject.

ACCESS

Lakeville is a centrally located town and accessible by Interstate 495, U.S. Route 44, and Massachusetts Route 140. The town also offers Middleboro-Lakeville commuter line which provides easy rail access to Boston.

DEMOGRAPHICS

Demographics in the surrounding area would be best described as upper middle income within a three-mile radius of the subject. Selected demographics are shown in the below table:

	6 Barstow Street -	6 Barstow Street -	6 Barstow Street
	1 mi.	3 mi.	5 mi.
Description	Totais	Totals	Totals
Population			
2028 Projection	1,990	12,614	41,717
2023 Estimate	1,912	12,175	40,561
2020 Census	1,870	11,944	39,999
2010 Census	1,663	10,889	37,252
2023 Est. Median Age	45.65	44.22	42.49
2023 Est. Average Age	43.42	42.37	41.48
Households			
2028 Projection	706	4,674	15,768
2023 Estimate	674	4,484	15,266
2020 Census	656	4,378	15,004
2010 Census	577	3,835	13,392
2023 Est. Average Household Income	\$133,141	\$131,366	\$124,589
2023 Est. Median Household Income	\$96,822	\$102,771	\$98,177
2023 Est. Tenure of Occupied Housing Units (%)			
Owner Occupied	84.6	83.5	79.6
Renter Occupied	15.4	16.5	20.4
2023 Est. Median All Owner-Occupied Housing Value	\$471,748	\$471,636	\$456,218
Source: 2023 Claritas, Inc.			

NEIGHBORHOOD ANALYSIS 15

CONCLUSION

The neighborhood has upper middle income demographics with the outlook for the neighborhood for moderate performance and growth over the short to medium term. As a result, demand is expected to remain positive for the foreseeable future based on currently available information.



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SITE DESCRIPTION

The description of the site is based upon our physical inspection of the property, information available from the client, and public sources.

Location	The property is located at	6 Barstow Street	in Lakeville, MA.
Parcel Number	LAKE M:19 B:01 L:25		
Site Area			
Primary Site	1,595,907 square feet	(36.64 acres	<u>)</u>
Total	1,595,907 square feet	(36.64 acres	5)
Configuration	Irregular		
Topography	Generally level		
Drainage	Appears adequate		
Utilities/Municipal Services	Town water available. Ele	ectricity from regio	onal providers.
Floodplain	Zone Ma	2	Date
	Zone X (Unshaded) & 250		July 17, 2012 I Hazard Area (NSFHA) of minimal flood hazard,
	This is an area in a low t from flooding caused by o	o moderate risk verflowing rivers ance Program (Nf	Maps (FIRM) as above the 500-year flood level. flood zone that is not in any immediate danger or hard rains. In communities that participate in FIP), flood insurance is available to all property
*	usually the area between designate base floodplai year flood, or shallow floo areas less than 1 square	the limits of the ns of lesser haza oding areas with a mile. This is an	Hazard Area (NSFHA) of moderate flood hazard, e 100-year and 500-year floods. Are also used to ords, such as areas protected by levees from 100 average depths of less than one foot or drainage area in a low to moderate risk flood zone that is ng caused by overflowing rivers or hard rains. In
Soil/Subsoil Conditions	assumption soils are free bearing capacity to suppo	ee of any detrin rt existing and /	soil reports and this appraisal is made on the nental contaminates and have sufficient load or proposed structure(s). We did not observe any l inspection of the property.
Environmental Concerns	BBG did not observe any specifically assumed that appraisal conclusions.	environment iss none exist. In t	ues and for the purpose of this appraisal, it is he event this is not the case it could affect our
Land Use Restrictions	There are no detrimental is aware of. In the event t	easements, encro his is not the cas	e it could affect our appraisal conclusions.
Hazards Nuisances	None noted		
Frontage	Barstow Street		
Access	Average		
Visibility	Average		
Surrounding Land Uses	Predominately residential		

ACCESS

Ingress and egress to the site is available via the main road frontage.

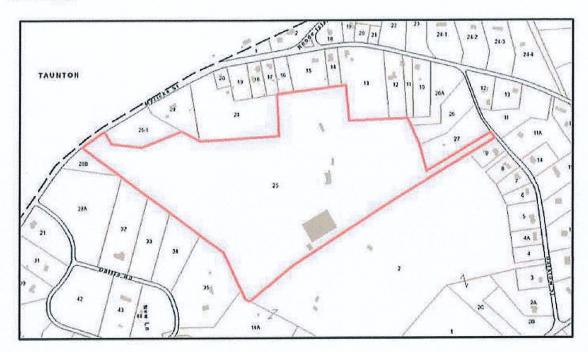
SITE DESCRIPTION 17

CONCLUSION

The property has average access and visibility from the primary frontage and the size of the site is typical for the area and use. Overall, there are no known factors which are considered to be detrimental to the site that could prevent the development of the property to its highest and best use.

HOLLOWAY BROOK FARM APPRAISAL

SITE PLAN

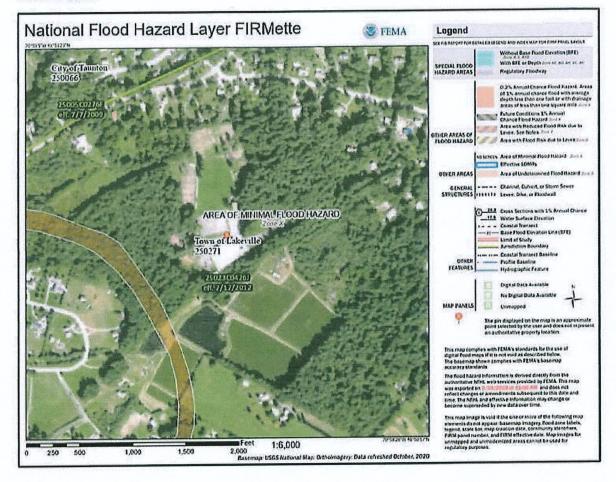


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HOLLOWAY BROOK FARM APPRAISAL

SITE DESCRIPTION 19

FLOOD MAP



ZONING

4

The following chart summarized the subject's underlying zoning requirements:

	ZONING
Designation	Residential
Description	The zoning allows for residential uses serving neighborhood and community needs.
Compliance	The subject appears to represent a legally conforming use.

Based on our research, the subject represents a legally conforming use. Permitted uses in the residential zone are shown below:

	Residential Uses	R
	Accessory Apartment (Adopted 6/15/2009, approved by Attorney General 8/18/2009)	Y
	Single-family, detached dwellings	Y
	Farm, garden, greenhouse or nursery, including the display and sale of natural products; when involving the raising and keeping of livestock other than for the private use of the residents, allowed only on parcels of five (5) acres or larger.	Y
A.C.	Stand for the sale of agricultural products less than 5 acres	SP
-	Religious, educational, or use by the Town of Lakeville	Y
-10 E	Mobile Home other than allowed in 8.7.1 and 8.7.2 *(Adopted 6/13/2005; approved by Attorney General 9/30/2005 (Underlined-Adopted adjourned ATM 6/19/2017; approved by Attorney General 9/19/2017)	N,
-	Alterations, otherwise prohibited, of a dwelling in existence as of January 1, 1978 for two (2) families	SF
	Conversion of a seasonal home or non-residential building for year-round residential occupancy, subject to Board of Health approval and to conditions and limitations on the occupancy and use	SP
T	Hospital, convalescent or nursing home	SF
	Home for the elderly, residential care facility, charitable institution or use	SP
100	Cemetery	SP
-	Golf Course	SP

Golf Course	SP
Riding Stable	SP
Private Club not conducted for profit and not containing sleeping quarters for more than four (4) persons	SP
Recreational or sports facilities primarily for participatory, rather than spectator sports, including day or seasonal camp for boys and girls	SP

HOLLOWAY BROOK FARM APPRAISAL

Requirements	Residential	Business	Industrial	Industrial-B
Minimum Lot Dimension	70,000 sf. (52,500 Area in square feet in of contiguous non-wetland as Defined by MGL Ch. 131, Sec 40)	Same as Residential	Same as Business	3 Acres (Adopted 6/14/2004 approved by A.G.9/16/2004)
Frontage in feet	175	175	175	200
Minimum Lot Area for Single-Family Dwelling "(Adopted June 21, 1999; approved by Attomay General August 23, 1999)		nenna ent so		3 acres*
Minimum Setback Dimension				And the second second
Front yard in feet	40	40	40	60
Side yard in feet	20	40	40	40
Rear yard in feet	20	40	40	40
Maximum Height of Buildings	CARGAN STRATES	964+8848888+48.13	1	(
Number of stories	2.5	3	3	3
Height in feet	35	35	35	35
Maximum Percentage of Land Covered by Structures Parking and Paved Areas	25%	50%	50%	50% (Adopted 6/14/200 approved by A.G. 9/16/2004)
Maximum Height of Towers	35'	35'	45'	45'

Dimensional requirements for development under the residential zone are shown below:

5.1

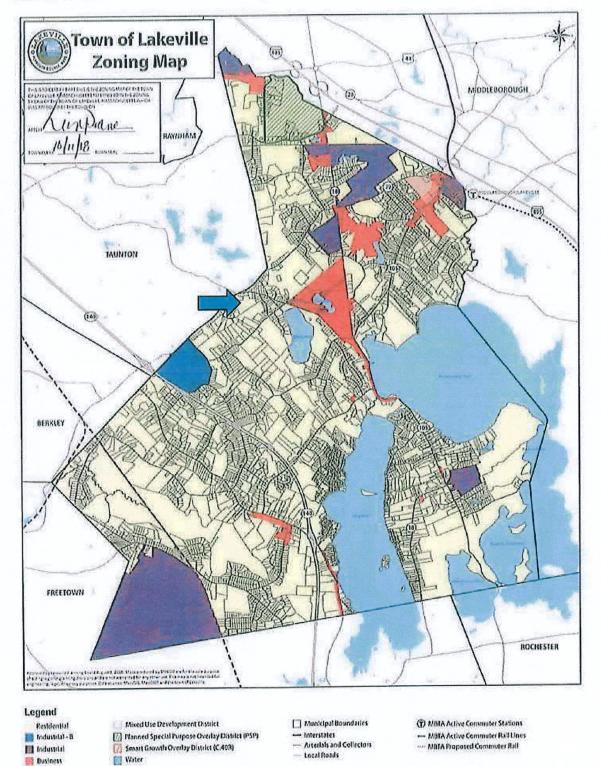
Based on the above minimal dimensions the site could accommodate 25-30 residential lots (depending on the final
design). However, a higher density could ultimately be approved if the owner were to take the project through a
40B process. Chapter 40B is a Massachusetts statute, which enables local Zoning Boards of Appeals to approve
affordable housing developments under flexible rules if at least 20-25% of the units have long-term affordability
restrictions. Also known as the Comprehensive Permit Law, Chapter 40B was enacted in 1969 to help address the
shortage of affordable housing statewide by reducing unnecessary barriers created by local approval processes, local
zoning, and other restrictions.

The goal of Chapter 40B is to encourage the production of affordable housing in all cities and towns throughout the Commonwealth and many communities have used it to negotiate the approval of quality affordable housing developments. The program is controversial, however, because the developer (a public agency, nonprofit organization or limited-dividend company) has the right to appeal an adverse local decision to the State in communities with little affordable housing (less than 10% of its year-round housing or 1.5% of its land area). Communities that have not yet met one of these thresholds can also receive one- or two-year exemptions from state appeals by adopting a housing production plan and meeting short-term production goals.

Additional information may be obtained from the appropriate governmental authority and for the purposes of this appraisal BBG, Inc assume all the information obtained is correct. A legal zoning opinion is also recommended as the appraisers are not experts in this regard.

ZONING 22

ZONING MAP



HOLLOWAY BROOK FARM APPRAISAL

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PROPERTY TAXES AND ASSESSMENT

The majority of tax revenue throughout the Cities and Towns in Massachusetts is real estate tax which is apportioned to individual properties based on their assessed value. The tax rate which is applied to every \$1,000 of assessed value is determined by taking the component (residential, commercial and personal property owners), share of the property tax levy (the amount of the total tax dollars to be paid by each category of ownership), and dividing that amount by the total assessed value of all properties within that category.

Real estate tax assessments are maintained by the individual municipalities with each performing annual adjustments with a wider revaluation certified by the state on a three-year schedule. New assessments for each fiscal year are performed by the Assessor's office and based on the estimate of market value on January 1 of the prior year.

Specific to Massachusetts is the proposition 2 ½ ballot initiative that was passed by Massachusetts voters in 1980. Proposition 2 ½ refers to an 2.50% annual limit on the increase of real estate taxes in an individual municipality. The two components are:

- 1) The total annual property tax revenue raised by a municipality cannot exceed 2.50% of the value of all taxable property contained in it.
- 2) The annual increase of property tax cannot exceed 2.50% plus the amount attributable to any new property.

In practice the above does not limit the tax bills of any particular taxpayer but refers to the limit that can be assessed and tax levy raised across the entire municipality. Exceptions however can be granted in several circumstances by a majority of voters throughout a municipality and in certain circumstances for example to fund large one-off capital projects that can be approved by voters.

The following table summarizes the subject's real property taxation and our projection of real property taxes:

REAL ESTATE ASSESSN	IENT AND TAX	ES
		2022
Assessor's Appraised Value		\$852,100
Assessed Value		\$852,100
Taxable Value		\$852,100
Effective Tax Rate (per \$1,000)		11.1500
Property Taxes		\$9,501
Special Assessments		
Total Property Taxes		\$9,501
per Unit	The second s	\$9,501

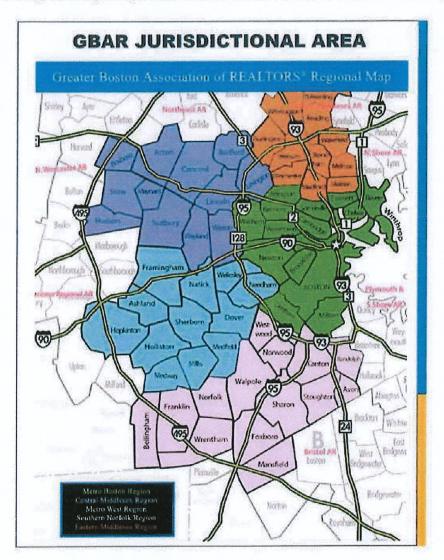
CONCLUSION

As the subject represents a potential subdivision, the above has been included for informational purposes as the individual purchaser's will ultimately be responsible for their own real estate taxes. For the purpose of this appraisal, we assume all real estate taxes are current.

MARKET ANALYSIS

Within this section, the overall market trends influencing the local residential market are analyzed, along with trends occurring in the subject neighborhood's submarket and investment trends for condominium and "for sale" projects. The following details an overview of the local real estate market the primary research sources include MLS, GBAR and primary market research.

The market analysis forms a basis for assessing market area boundaries, supply and demand factors, and general real estate trends. Within this section, the overall market trends influencing the local market are analyzed, along with trends occurring in the subject neighborhood's submarket and investment trends for multifamily properties.



HOLLOWAY BROOK FARM APPRAISAL

GREATER BOSTON ASSOCIATION OF REALTORS - JANUARY 2023 UPDATE

The following discussion is a sourced from the Greater Boston Association of Realtors Monthly Market Insights Report. The subject is situated just outside the coverage area however would be most closely aligned with the Southern Norfolk Region statistics that are shown on the following page to highlight general market trends.

DETACHED SINGLE-FAMILY HOMES

The 500 homes sold made for the nineteenth highest sales volume for the month and was a 33.2 percent decrease from the 755 homes sold in January 2022. The median sales price was \$707,250, a 2.4 percent decrease from the January 2021 median sales price of \$750,000.

CONDOMINIUMS

With 553 condos sold, it was a 24.0 percent decrease in sales volume from the 728 units sold in January 2022. The median sales price of condos rose 14.9 percent from \$596,367 in January 2022 to \$685,000 this year.

MULTI-FAMILY HOMES

There were 90 multi-family units sold in Greater Boston in December, which reflects a 40.0 percent decrease in sale activity from the 150 multi-family units sold in January 2022.

Single Family	,									
		iear over Yes		-	Monthou	2.54	Sec. 1	2023	Year to Date 2022	Change
	Jan 2023	120 2022		hinge	Dec 2012		hange	\$597,500	5630,000	T -5.31
Median Selling Price Units Sold	\$\$\$9,600 109	\$601,500 164	H	-33.5%	167	-	-34.75	137	2,382	······································
Active Listings	170	104	-	42.9%	156	-	30%		4,000	
Months Supply of Inventory	16	67	da .	118.6%	0.9	-	71.8%			
New Listings	178	110	100	-1.5%	12	-	77.8%	178	2,676	
Pending Sales	109	100	0	0.0%	114	-	-4.4%	154	2,305	- 03.31
Days to Dil Market	29	100	1	52.6%	18	-	-21.7%	28	19	A 47.4%
Sold to Original Price Ratio	97.4%	101 85	-	all's	98 EN	-	-1.4%	97.1%	107.8%	* -5.45
Price per Square Foot	\$309	\$312	Y	4,0%	\$319	-	-3.1%	5310	\$378	-551
Condominiun	15									
		lear over Yes			Month ov	20.07	Sales and		Year to Dule	
and the state of the	Jun 2023	Jan 2022	-	hange	Dec 2012	-	hange	2013	2022	Change
Median Setting Price	\$412,500	\$145,000	.etu	19.6%	\$407,500	*	1.25	\$418,750	\$447,500	···· 6,43
Units Sold	55	47	**	17.0%	53	-	乐器际	64	M31	* 02.35
Active Listings	77	52	els.	48.1%	35	alla	40.01	(mt)	Juin.	-
Mantha Supply of Inventory	1.4	1.1	-	11.3%	3.3		27.3%	444	i habaa ii Kahartaa	90 10 10 10
New Listings	59	58	-	1.7%	25		136.0%	73	909	¥-91.91
Pending Sales	35	SIK		-19.7%	50	-	10.0%	49	775	* 03.7% + 17.6%
Days to Oll Market	25	18	*	38.9%	76 00.8%	1	-3.8% 1.4%	20	103.4%	·** 17.05
Sold to Original Price Ratio Frice per Square Foot	101.2%	100 1% \$286	-	154%	5209		11.4%	5328	\$317	A 351
The pristone root	****	Area	-	10.4.9						
350								in the second second	581	0,000
360					and generation			zizionenine fateriore dat	\$76	0,000
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HOLLOWAY BROOK FARM APPRAISAL

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LOCAL REAL ESTATE MARKET UPDATE





Lakeville Key Takeaways

Typical Home Values: \$533,293 1-year Value Change: +6,3% (Data through January 31, 2023)



MLS DATA

As additional research and support to our value conclusions in the report we have also taken into consideration the following customized MLS search of all new construction post 2015 throughout Lakeville, Carver, Freetown, Middleboro, Rochester and Taunton over the last 12 months. A summary is detailed in the below table:

Report Run Date: 3/9/2023 4:- Property Type(s): SF Status: SLD Start Date: 3/9/2022 End Date: 3/9/2023 Town(s): Carves, Freatown, Lal Advanced Criteria:		lebara, Rachi	ester, Taunton	•				
Year Built = 2015 +	# of	Avg. Days	Avg. Days	Average	Average	SP:LP	Average	SP:OP
Price Range		on Market		Sale Price	List Price	Ratio	Orig Price	Ratio
\$0 - \$49,999	0	0	0	\$0	\$0	0	50	0
\$50,000 - \$99,999	0	0	0	\$0	\$0	0	\$0	0
\$100,000 - \$149,999	0	0	0	\$0	\$0	0	\$0	0
\$150,000 - \$199,999	0	0	0	\$0	\$0	0	\$0	0
\$200,000 - \$249,999	0	0	0	\$0	\$0	0	50	0
\$250,000 - \$299,999	0	0	0	\$0	\$0	0	\$0	0
\$300,000 - \$349,999	0	0	0	10	\$0	0	\$0	0
\$350,000 - \$399,999	0	0	0	\$0	\$0	0	\$0	0
\$400,000 - \$449,999	3	6	4	\$421,750	\$421,200	100	\$421,200	100
\$450,000 - \$499,999	<u>B</u>	34	20	\$465,588	\$461,050	101	\$458,663	102
\$500,000 - \$599,999	21	37	26	\$551,202	\$543,196	102	\$551,530	100
\$600,000 - \$699,999	<u>61</u>	35	25	\$642,579	\$637,179	101	\$639,487	101
\$700,000 - \$799,999	12	67	28	\$737,683	\$713,130	104	\$711,312	104
\$800,000 - \$899,999	5	83	80	\$853,474	\$816,680	105	\$807,680	106
\$900,000 - \$999,999	0	0	0	50	\$0	0	50	0
\$1,000,000 - \$1,499,999	0	0	0	\$0	\$0	0	\$0	0
\$1,500,000 - \$1,999,999	0	0	0	50	\$0	0	\$0	0
\$2,000,000 - \$2,499,999	0	0	0	\$0	\$0	Q	\$0	0
\$2,500,000 - \$2,999,999	0	0	0	\$0	\$0	0	\$0	0
\$3,000,000 - \$3,999,999	0	0	0	\$0	\$0	0	\$0	0
\$4,000,000 - \$4,999,999	0	0	Ò	\$0	\$0	0	50	0
\$5,000,000 - \$9,999,999	0	0	0	\$0	\$Ď	0	\$0	0
\$10,000,000 - \$99,999,999	0	0	0	\$0	\$0	0	\$0	0
Total Properties	126	Avg. 41	Avg. 27	\$623,050	\$613,387	102	\$615,801	101
Lowest Price Highest Price		0	et Volume: \$7	Aver	lan Price: \$627, age Price: \$623			

The above data indicates good levels of demand for new construction throughout the surrounding area.

CONCLUSIONS

The local residential market and the local submarkets are exhibiting strong demand although demand within certain price points have been more heavily affected than others as a result of the current inflationary environment and rising interest rates reducing purchaser power.

With respect to the subject in particular, we believe the property is well located for residential development. It is in good proximity to major roadways and employment centers, and the surrounding residential market are generally experiencing good levels of demand. Based upon our analysis, the subject should continue to enjoy good market acceptance.

HIGHEST AND BEST USE

INTRODUCTION

Highest and Best use is the basic premise of land value and, as such, reflects an appraiser's opinion based upon an analysis of prevailing market occurrences. The subject property is comprised of both the subject site and the subject improvements. As the use of land can be limited by the presence of improvements, the Highest and Best Use is usually analyzed individually, for the land as if vacant and the property as improved.

According to the Appraisal of Real Estate, 14th Edition, published by the Appraisal Institute, Highest and Best Use may be defined as:

"The reasonably probable use of property that results in the highest value."

The purpose of estimating the Highest and Best Use of the site, as if vacant, is to identify the uses that cause the site to have value. The use of the subject site found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value is considered to be the Highest and Best Use of the subject site, as if vacant. The purpose of estimating the Highest and Best Use of the subject property, as improved, is to identify the use of the property that is expected to produce the highest overall return per dollar invested.

In estimating the Highest and Best Use of land, as if vacant, there are essentially four stages of analysis:

- 1) <u>Physically Possible Use</u> the potential uses of the subject that are physically possible.
- Legally Permissible Use the potential uses of the subject that are permitted by zoning, existing leases and/or deed restrictions.
- Financially Feasible Use the uses of the subject which are physically possible and financially feasible which will produce a net return to the owner of the subject; and
- 4) <u>Maximally Productive Use</u> the use of the subject site among the feasible uses that produces the highest net return to the subject. This use is considered the highest and best use of the subject.

The previous stages of the Highest and Best Use analysis were applied to both the subject property as if vacant and as existing. Here follows the analysis of the Highest and Best Use of the subject property.

HIGHEST AND BEST USE AS VACANT

LEGALLY PERMISSIBLE

The first step in determining what is legally permissible is to analyze private restrictions, zoning, building codes, historic district controls, and environmental regulations. The legally permissible uses were previously discussed in the zoning section of this report.

PHYSICALLY POSSIBLE

The physical characteristics of a site can affect the uses. These characteristics include: (1) size; (2) shape; (3) terrain or topography; (4) soil condition; (5) utilities; (6) access characteristics; and (7) surrounding land uses. Each of these site characteristics was described and discussed in the Site Analysis section of this report.

The subject is of adequate size, shape and has adequate utilities to be a separately developable site. Existing structures on similar sites provides additional evidence as to the physical possibility of what development could ultimately be undertaken on the site.

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FINANCIALLY FEASIBLE

In determining which uses are legally permissible and physically possible, an appraiser eliminates some uses from consideration. Then the uses that meet the first two criteria are analyzed further. If the uses are income-producing, the analysis will study which are likely to produce an income or return equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and capital amortization. All uses that are expected to produce a positive return are regarded as financially feasible.

The physical and legal characteristics of the subject sites would allow for a number of different developments on site. Although a feasibility study has not been performed for this report, the market trends previously discussed, and our research provide support that a residential orientated development would be financially feasible.

MAXIMALLY PRODUCTIVE

Maximum profitability is obtained from that use among those that are physically possible, legally possible, and financially feasible which provides the highest present worth of the land. Based upon the analysis of the physical possible, legally permitted and financially feasible uses for the property, the most profitable and highest and best use of the site, if vacant, is for residential development most likely in the form of a subdivision if the appropriate approvals can be obtained. Additionally, a higher density could ultimately be obtained by taking the land through a 40B permitting process.

HIGHEST AND BEST USE AS IMPROVED

As improved, the subject involves a horse property with a single family home and large stables building. The current use is legally permissible and physically possible. The improvements continue to contribute value to the property however based on our analysis, we are of the opinion the highest and best use for the site is for residential redevelopment based on the strength of the local market. Accordingly, we conclude the existing improvements provide some interim use / value only and until a final development plan is prepared which may be able to incorporate them into any future redevelopment of the site or may ultimately be required to be demolished. Ultimately we conclude the highest and best use of the site would be to proceed with residential redevelopment.

VALUATION PROCESS

OVERVIEW

The three traditional approaches to valuing improved properties are:

- Sales Comparison Approach a comparison of the property appraised with reasonable similar, recently
 conveyed properties for which the price, terms and conditions of sale are known;
- Income Capitalization Approach the processing of a projected net income into a value opinion via one or more capitalization techniques; and
- Cost Approach an estimate of the replacement cost of all structural improvements as if new, less loss in
 value attributable to depreciation from all causes plus the value of the land as if vacant.

The Sales Comparison Approach is founded upon the principle of substitution that holds that the cost to acquire an equally desirable substitute property without undue delay ordinarily sets the upper limit of value. At any given time, prices paid for comparable properties are construed by many to reflect the value of the property appraised. The validity of a value indication derived by this approach is heavily dependent upon the availability of data on recent sales of properties similar in location, size, and utility to the appraised property.

The Income Capitalization Approach is based on the principle of anticipation that recognizes the present value of the future income benefits to be derived from ownership in a particular property. The Income Capitalization Approach is most applicable to properties that are bought and sold for investment purposes and is considered very reliable when adequate income and expense data are available. Since income producing real estate is most often purchased by investors, this approach is valid and is generally considered the most applicable when the property being appraised was designed for or is easily capable of producing a rental income.

The Cost Approach is based on the premise that the value of a property can be indicated by the current cost to construct a reproduction or replacement for the improvements minus the amount of depreciation evident in the structures from all causes plus the value of the land and entrepreneurial profit. This approach to value is particularly useful for appraising new or nearly new improvements.

SUMMARY

For the purposes of this analysis, we have utilized the sales comparison approach only and a cost approach in order to allocate some interim value to the existing improvements given they do have some existing utility / value although may ultimately be demolished to make way for a subdivision of the site. The other methodologies are used primarily when comparable land sales data is non-existent. Therefore, these approaches have not been used given we are of the opinion sufficient sales are available in the market.



LAND VALUATION

METHODOLOGY

The Sales Comparison Approach is employed to develop an opinion of land value. In the Sales Comparison Approach, we developed an opinion of value by comparing similar, recently sold sites in the surrounding or competing area to the subject property. In order to determine the value of the subject property, these comparable sales and/or listings are then evaluated and adjusted based on their differences when compared to the subject property. Inherent in this approach is the principle of substitution, which states that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

The Sales Comparison Approach to value requires the following sequential steps:

Unit of Comparison	The most widely used and market-oriented unit of comparison for properties with characteristics similar to those of the subject is sale price per acre.
Search for Sales	Research must be done to locate comparable sales, listings and contracts of sites that are similar to the subject. Similarities may include size, utility, zoning, physical characteristics, location and the date of the sale.
Confirmation	All sales must be confirmed to verify that the data used is accurate, and that all of the sales, listings or contracts represent arm's-length transactions.
Comparison	Each of the sales that are chosen for this valuation is considered generally similar to the subject. Therefore, each difference between the comparables and the subject must be identified, and then adjusted for the various differences. All adjustments are made to the comparables as they relate to the subject property.
Reconciliation	Once all of the comparables have been adjusted, a single-value must be concluded based on the indications produced from the analysis of the comparables.

In the valuation of the subject site's fee simple interest, the Sales Comparison Approach has been used to establish prices being paid for comparably properties.



COMPARABLE LAND SALES MAP AND SALES SUMMARY

San Bill	Non-Strengtheren and a strengtheren and	SUI	VIMARY OF LA	AND SALES				
No.	Property / Location	Date of Sále	Transaction Status	Site Size (Net Acres)	Property Use	Sale Price	Price per Acri (Net)	
	Residential Land						and the second sec	
1	Teakettle Lane	Jun-22	Closed	7.77	Residential	\$1,400,000	\$180,180	
	Duxbury, MA							
	Vacant Land				Hold for		Martine Martin	
2	Cranberry Highway	Feb-22	Closed	15.00	Development	\$850,000	\$56,667	
	Rochester, MA				o a rei opinizini			
	Edgewood at Hopkinton					and second second	1000	
3	Chamberlain Street	Jan-22	Closed	101.49	Residential	\$11,890,000	\$117,154	
	Hopkinton, MA							
	Residential Land	and the state		Contract.	2000		4101000	
4	0 Border Street - East	Jan-22	Closed	17.42	Residential	\$2,350,000	\$134,902	
	Scituate, MA							
	69 (0) Great Neck Road		and the part of the part of the	Charles and	Lange and the second			
5	69 Great Neck Road	Aug-21	Closed	6.00	Residential	\$600,000	\$100,000	
	Wareham, MA							
	Residential Development Site	14100	a de	- Aline	2.33.354	44 000 000	\$75,188	
6	1279 Wampanoag Trail	Jul-21	Closed	53.20	Residential	\$4,000,000	\$73,168	
	East Providence, RI	and and a second se Second second					1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -	
Full	6 Barstow Street			36.64	Land		Caluar	
Subj.	Lakeville, Massachusetts			30.04				

HOLLOWAY BROOK FARM APPRAISAL

BBG

LAND VALUATION 33

COMMENTS

1 - The comparable represents the sale of residential land located at 0 Teakettle Lane in Duxbury, Massachusetts. The property totals 7.77-acres of land is is zoned for residential use, between seven lots. In June of 2022, the comparable sold for \$1,400,000 which equates to approximately \$350,000 per lot and \$180,180 per acre.

2 - The comparable represents the sale of 15 acres of commercially zoned land located along Cranberry Highway in Rochester, MA. The site had no utilities or development plans at the time of sale. The property sold in February 2022 for \$850,000 which equates to approximately \$56,667 per acre.

3 - The comparable represents a land sale located at Chamberlin Street in Hopkinton, Massachusetts. The land was sold in January of 2022 for \$11,890,000 which equates to \$117,154 per acre. The site will be known as Edgewood at Hopkinton, and will be developed into single-family luxury homes.

4 - The comparable represents the sale of residential land located on the eastern side of 0 Border Street in Scituate, Massachusetts. The property consists of 17.42-acres and is zoned in the Residence 2 District. This transaction represents the buyer, the Town of Scituate, exercising a right of first refusal after the seller received an offer from a local developer who planned to subdivide the property into six single-family lots. In January of 2022, the comparable sold for \$2,350,000 which equates to approximately \$391,667 per lot or \$134,902 per acre.

5 - The comparable represents the sale of residential land located at 69 (0) Great Neck Road in Wareham, MA. The property totals 6.00-acres of land is is zoned for residential use, between five to six lots. In July of 2021, the comparable sold for \$600,000 which equates to approximately \$100,000 per lot and \$100,000 per acre.

6 - The comparable represents a 53.2-acre land sale located at 1279 Wampanoag Trail in East Providence, Rhode Island. This tract was formerly a gravel pit that had been abandoned years prior to sale. It was zoned for industrial, but required rezoning to accommodate development of a mixed-use commercial property including multifamily units. The land was sold in July of 2021 for \$4,000,000 which equates to \$75,187 per acre. The property sold without permitting in place and was subsequently approved for a 416 unit multi-family property.



and the second se	na Mastana sa kata kata na sa	LAND S	ALE ADJUSTMENT GR	D-per Acre (Net)			
	Subject	Sale 1	Sale 2	Sale B	Sale 4	56.05	5010 0
Property/Location	Holloway Brook Farm 6 Barstow Street	Residential Land Teakettle Lane Duxbury, MA	Vacant Land Granberry Highway Rochester, MA	Edgewood at Hopkinton Chamberlain Street	Residential Land O Border Street - East	69 (0) Great Neck Road 69 Great Neck Road	Residentia Development Sit 1279 Wampanoa
	Lakeville, Massachusetts			Hopkinton, MA	Scituate, MA	Wareham, MA	Tra East Providence, F
Transaction Status	-	Closed	dosed	Closed	Closed	Closed	Close
Date of Sale		Jun-22	Feb-22	Jan-22	Jan-22	Aug-21	Jul-2
Site Size (Acres)	36.64	7.77	15.00	101.49	17.42	6.00	53.2
Sale Price	and init	\$1,400,000	\$850,000	\$11,890,000	\$2,350,000	\$600,000 Residential	\$4,000,000 Residentia
Property Use	Land	Residential	Hold for Development	Residential	Residential		
Unadjusted Price per Acre (Net)		\$180,180	\$56,667	\$117,154	\$134,902	\$100,000	\$75,18
Travactional Adjustments	1	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Property Rights Conveyed Adjustment		Fee simple 0%	0%	0%	0%	0%	0)
Subtotal	I	\$180,180	\$56,667	\$117,154	\$134,902	\$100,000	\$75,18
Financing Terms Adjustment		036	0%	0%	0%	0%	01
Subtotol Conditions of Sale	I T	\$180,180	\$\$6,667	\$117,154	\$134,902	\$100,000	\$75,18
Adjustment		.095	0%	0%	0%	0%	0)
Subteral	1 1	\$180,180	\$56,667	\$117,154	\$134,902	\$100,000	\$75,18
Expenditures immed After Sale Adjustment		0%	0%	016	0%	0%	07
Subtatal		\$180,180	\$56,667	\$117,154	\$134,902	\$100,000	\$75,18
Market Conditions	Feb-23	Jun-22	Feb-22	Jan-22	Jan-22	Aug-21	Jul-2
Adjustment		3%	5%	5%	5%	7%	85
Subtotal	algorithe and the second	\$185,586	\$59,500	\$123,012	\$141,648	\$107.000	\$81,20
Total Transactional Adjustments	Station Branching	3%	5%	5%	5%	7%	65
Adjusted Price per Acre (Nat) Presenty Adjustments	L	\$185,586	\$59,500	\$123,012	\$141,648	\$107,000	\$81,20
Property and a second of	1	and the second		0100 0414			and the second second
Location		-20%	6%	-20%	-30%	0%	05
Net Site Size (Ac)	36.54	7.77 -15%	15.00 0%	101.49 15%	17.42 0%	6.00 -15%	53.20 03
Highest & Best Uso	antana ana amin'ny faritr'i Anara	0%	0%	0%	0%	0%	03
		ÓK	0%	0%	0%	0%	0)
Utilities / Infrastructure		(approvels)	(Flood Zone)	(opprovats)			i an
Other		-20%	20%	-20%	0%	0%	03
Total Property Adjustments		-55%	20%	-25%	-30%	-15%	0)
Indication for Subject per Acre (Net)		\$83,514	\$71,400	\$97,259	\$99,153	\$90,950	\$\$1,20

COMPARABLE LAND SALES ADJUSTMENT GRID

SALES SUMMARY	UNADJUSTED	ADJUSTED
Minimum	\$56,667	\$71,400
Maximum	\$180,180	\$99,153
Average	\$110,682	\$86,413

CONCLUSION OF LAND VALUE

There are many variables associated when analyzing land sales including construction costs, location, availability and cost of labor, infrastructure requirements, topography and site costs, size of the land and soil conditions amongst others. Developers often underwrite what they can realistically pay for a site based on a residual analysis which takes the individual attributes of a project into consideration that attributes to the variance in \$/Acre sale prices.

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate and the physical traits of the property.

After adjustments, the comparable land sales reflect a range from \$71,400 to \$99,153, with an average of \$86,413 per acre. The primary adjustment relates to the underlying acreage with smaller parcels typically selling for a

premium and location with comparables one, three and four all considered far superior locations. Other adjustments relate to properties that had approvals in place and we have included an upwards adjustment to comparable two given the inferior flood zone status. We have also included upwards adjustments to account for market improvements over the last two years and would acknowledge whilst overall real estate pricing has increased beyond our market adjustment so to have underlying construction costs which has logically off-set some of these gains and is reflected in our analysis.

Taking into consideration the individual attributes of each sale, we conclude a value of the vacant land by the Sales Comparison Approach is \$85,000 per acre, calculated in the following table.

LAND VALUE CONCLUS	ON
Indicated Value per Acre (Net)	\$85,000
Acres (Net)	36.64
Indicated Value	\$3,114,144
Rounded to nearest \$50,000	\$3,100,000
Per Acre (Net)	\$84,614

HOLLOWAY BROOK FARM APPRAISAL

COST APPROACH

METHODOLOGY

The Cost Approach is based on the principle of substitution, which states that no prudent person will pay more for a property than the cost of acquiring a site and constructing, without undue delay, an equally desirable and useful property. The steps have been outlined in the Valuation Process section of this report.

REPLACEMENT COST NEW

Our estimate of replacement cost new (RCN) is based on the Calculator Section in Marshall Valuation Service (MVS), a nationally recognized publication containing construction costs for all types of building and site improvements. Base costs are revised monthly and adjustment factors are provided to reflect regional and local cost variations.

BASE BUILDING COSTS

The published costs include all direct costs for the base structure, tenant improvements, and the following indirect costs:

- Plans, specifications, and building permits, including engineer's and architect's fees;
- Interest on construction loan during the construction period;
- Sales tax on materials; and
- Contractor's overhead and profit, including worker's compensation, fire and liability insurance, unemployment insurance, etc.

These base building costs, adjusted for any unique building characteristics and cost multipliers, are presented in the cost summary chart at the end of this section.

SITE IMPROVEMENT COSTS

Site improvements include the paving, landscaping, signage, yard lighting, and other miscellaneous items. An itemization of the site improvements are summarized in the chart at the end of the section.

INDIRECT COSTS

Indirect costs not included in Base Building Costs include such Items as developer overhead, property taxes, permanent Ioan fees, legal costs, developer fees, contingencies, and lease-up and marketing costs. Research into these costs leads to the conclusion that an average property requires an allowance for other indirect costs of between 5% and 15% percent of Base Building Costs plus Site Improvement Costs.

ENTREPRENEURIAL PROFIT

Entrepreneurial profit, also referred to as developer's profit, represents the profit required to motivate a developer to construct and lease-up a property. Anticipated developer's profit varies widely between individual projects depending on location and market conditions, but generally lies within the range of 10% to 20% of direct and indirect building and site costs. In this analysis, we estimated entrepreneurial profit at 15% of replacement cost.

RECONCILIATION - REPLACEMENT COST NEW

	and a second	and the second se	(a) A DATE STATES	and a second
Replacement Cost New (RCN)	Area (SF)	\$/SF	Subtotal	TotalCost
Building Improvements				
Base Cost - Single Family Residences 1/23	5,424	\$127.00	\$688,848	
Barn	26,000	\$20.00	\$520,000	
Subtotal			\$1,208,848	
Multipliers				
Current Cost		1.290		
Local Area		1.110		
Product of Multipliers			x 1.432	
Adjusted Base Building Cost				\$1,731,070
Site Improvements				
Landscaping, Lighting, Other Site Improvemen	ts		\$100,000	
Total Site Improvements				\$100,000
Total Direct Costs				\$1,831,070
Plus Other Indirect Costs (% of Direct Costs)	5.0%			\$91,554
Total Replacement Cost New (RCN)				\$1,922,624
Rounded				\$1,900,000
per square foot of gross building area				\$350.29

ACCRUED DEPRECIATION

Three different sources of depreciation may affect the existing improvements:

Physical Deterioration	As discussed in the <i>Improvements Description</i> section, our inspection of the property did not reveal any significant items of deferred maintenance, so <i>curable</i> physical depreciation does not appear to exist. We have used the economic age-life method to develop an opinion of physical deterioration. In the Improvements Description section of this report, we developed an opinion that the effective age of the subject to be 52 years and the economic life to be 55 years. This reflects that whilst the improvements could be around for many years to come we are of the opinion the highest and best use of the site would be for an eventual residential subdivision and in order for this to take place the existing improvements likely only provide an interim use / value and will be demolished over the short to medium term when / if approvals are obtained.
Functional Obsolescence	The subject improvements are constructed utilizing modern materials and techniques. Furthermore, the design and layout of the property is consistent with current market standards. As such, no functional obsolescence affects the existing improvements.
External Obsolescence	Based upon a review of the specific location of the subject, as well as local market conditions, no external obsolescence appears to be present.

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Total Depreciation

The sum of these elements of accrued depreciation amounts to 90.9%, which is deducted from the RCN.

CONCLUSION

The following page provides a summary of the Cost Approach, which concludes a market value opinion as follows:

COST APPROACH CONCLUSION				
Direct and Indirect Building Costs			\$1,900,000	
Plus Entrepreneurial Profit (% of RCN)	15%		\$285,000	
Replacement Cost New			\$2,185,000	
Less Accrued Depreciation				
Physical				
Curable (Deferred Maintenance)		\$0		
Incurable				
Economic Life (Years)	55			
Effective Age (Years)	52			
Functional Obsolescence	0.0%	0		
External Obsolescence	0.0%	0		
Total Depreciation	94.5%		\$1,817,753	
Depreciated Value of the Improvements			\$367,247	
Plus Land Value			\$3,100,000	
Indicated As Complete Value by Cost Approach			\$3,467,247	
Rounded to nearest \$100,000		¥	\$3,500,000	
Source: Marshall Valuation Service	and a second second second second			
Type: Single Family Residences	Section: 12	Class: D		
Date: Jan 2023	Page: 25	Quality: Average	Los comunitivites controls	

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RECONCILIATION

SUMMARY OF VALUE INDICATIONS

	VALUE INI	DICATIONS	
As Is as of February 15, 2023			
Cost Approach	\$3,500,000	\$95,532	Per Acre
Land Value - Sales Comparison Approach	\$3,100,000	\$84,614	Per Acre
Approach Reliance	Cost Approach		
Value Conclusion - As Is	\$3,500,000	\$84,614	Per Acre
Exposure Time (Months)	2-5 Months		
Marketing Time (Months)	2-5 Months	Alter an article	renter and an internet data deter state

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This appropriate or reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used.

MARKET VALUE - VALUATION RELIANCE

In the sales comparison approach, the subject is compared to similar properties that have been sold recently. The sales used in this analysis are considered comparable to the subject, and the required adjustments were based on well-supported rationale. In addition, market participants are currently analyzing purchase prices on other properties as they relate to available substitutes in the market. Therefore, the sales comparison approach is considered to provide a reliable value indication.

FINAL OPINION OF VALUE

Based on our inspection of the property, the investigation and the analysis undertaken, subject to the assumptions and limiting conditions, certifications, extraordinary assumptions and hypothetical conditions, we have developed the following value opinion(s).

	MARKET VALUE CONCLUSIO	N(S)	
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple	February 15, 2023	\$3,500,000

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- 1 The statements of fact contained in this report are true and correct.
- 2 The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3 We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved with this assignment.
- 4 We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5 Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6 Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7 This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- 8 Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the state of Massachusetts.
- 9 The reported analyses, opinions, and Value Indications were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics, the Standards of Professional Practice of the Appraisal Institute.
- 10 The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 11 As of the date of this report, Matthew Wood has completed the continuing education program for Designated Members of the Appraisal Institute.
- 12 As of the date of this report, AI Practicing Affiliate Lauren Drohosky has completed the Standards and Ethics Education Requirements/education program for Practicing Affiliates of the Appraisal Institute.
- 13 Matthew Wood has and Lauren Drohosky has not made a personal inspection of the property that is the subject of this report.
- 14 No one provided significant real property appraisal assistance to the person signing this certification.
- 15 Matthew Wood has not and Lauren Drohosky has not provided services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

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Lauren Drohosky Appraisal Associate Real Estate Appraiser Trainee License # 1027546 Phone: 351 201 1105 Email: Honhosky@bbgres.com

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- 1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
 - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.

HOLLOWAY BROOK FARM APPRAISAL

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- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
- h) It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
- i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.
- j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
- k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
- I) BBG, Inc. is not an expert in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. Appraiser is not qualified to detect such substances. The Client is urged to retain an expert in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
- m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal repot based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.
- 2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment

records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.

- 3) If provided, the estimated insurable value is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
- 4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
- 5) The value opinions reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
- 6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appralser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "nondisclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
- 11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that

may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.

12) The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the opinion of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.

ADDENDA 45

ADDENDA

Engagement Letter
and Sale Comparables Data Sheets
Qualifications



ADDENDA A

ENGAGEMENT LETTER

HOLLOWAY BROOK FARM APPRAISAL



February 9, 2023

Holloway Brook Farm LLC 91 George Leven Dr. N. Attleboro, MA 02760

Email: BConefrey@Carpets-Plus.net

RE: Appraisal Report of 6 Barstow Street, Lakeville, MA

Dear Mr. Conefrey:

We are pleased to submit this proposal and our Terms and Conditions for the Appraisal Report of the above referenced real estate.

PROPOSAL SPECIFICATIONS

Form an opinion of the Market Value
As is
Fee Simple Estate
Asset Valuation with regard to a potential disposition
Holloway Brook Farm LLC
Sales Comparison Approach
BBG Inspection
Uniform Standards of Professional Appraisal Practice (USPAP) and Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute
Appraisal Report
Narrative
\$XXX
50% Wire Payment/ACH Information Below: Bank of America Acct#: 488038497058 Wire Payment Routing#: 026009593 ACH Payment Routing#: 111000025
Final payment is due and payable upon delivery of the draft report. Final report will be delivered upon request once the final payment has been received.
Fee quoted includes all expenses 1 Final PDF 15-17 business days from acceptance and receipt of critical information

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February 9, 2023 Page 2 of 7

Report Delivery Recipients:

If any other person(s) are authorized to be included on delivery of the report, please include their information in the space below:

Name(s): Email(s):

Acceptance Date:

Date of Execution

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

The attached Terms and Conditions of the Engagement are deemed part of this Appraisal Services Agreement and are incorporated fully herein by reference and shall apply to any appraisal reports, contract or orders into which they are incorporated. In addition, with respect to any appraisal report, any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by BBG, Inc. and its agents, servants, employees, principals, affiliated companies and all those in privity with them, constitutes acceptance of such Terms and Conditions of the Engagement, as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the appraisal report. Use of this appraisal report constitutes acknowledgement and acceptance of the Terms and Conditions of the Engagement, special assumptions (if any), extraordinary assumptions (if any), and hypothetical conditions (if any) on which this estimate of market value is based. This appraisal report has been prepared for the exclusive benefit of the client. It may not be used or relied upon by any other party. Any other party who is not the identified client within this report who uses or relies upon any information in this report does so at their own risk.

Client acknowledges and agrees that BBG may anonymize all property and operational information ("Client Data") provided and aggregate with other anonymized data from other Clients and/or other sources and use such aggregated, anonymized Client Data in existing or future BBG product offerings. BBG shall process the Client Data in a manner that renders the form and source of the Client Data unidentifiable to any other Client or third party.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

As Agent for BBG, Inc. Matthew Wood, MAI, MRICS Senior Managing Director 100 Summer Street, Suite 2705, Boston, MA 02110 G 617-710-2200 E matthewwood@bbgres.com

AGREED AND ACCEPTED

Client Signature

Date

6 Barstow Street, Lakeville, MA

The Terms and Conditions of the Engagement are deemed part of the attached Proposal Specifications and Appraisal and Consulting Services Agreement and are incorporated fully therein, and shall apply to any appraisal services, consulting services, oral testimony, reports, contracts, or orders into which they may be incorporated.

A) Definitions. In the Terms and Conditions of the Engagement:

- 1. "BBG, Inc." means BBG, Inc. and its agents, successors, assigns, servants, employees, principals, affiliated companies and all those in privity with them.
- 2. "Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report. "Appraiser" may also mean "Consultant" in a consulting assignment.
- 3. "Appraisal and Consulting Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically.
- 4. "Client" means any party identified expressly as a client in an Appraisal and Consulting Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report.
- 5. "Appraisal" means any appraisal or consulting report(s) prepared by or oral report and/or testimony presented by BBG, Inc.
- 6. "Report" means a written or oral report prepared by and/or oral testimony presented by BBG, Inc.
- B) Venue and Jurisdiction

THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION. IF ANY ACTION RELATING TO THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT OR THE CONTEMPLATED TRANSACTIONS IS BROUGHT BY A PARTY HERETO AGAINST ANY OTHER PARTY HERETO, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES RELATING THERETO (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) FROM THE NON-PREVAILING PARTY.

Each party to this Appraisal and Consulting Services Agreement (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Dallas County, Texas (or, if but only if such court lacks jurisdiction, the United States District Court for the Northern District of Texas) for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Appraisal and Consulting Services Agreement, any Ancillary Agreement, or the Contemplated Transactions, (b) hereby waives and agrees not to assert any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts or that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

C) Limitations of Liability

It is expressly agreed that in any action which may be brought against BBG, Inc., arising out of, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented, BBG, Inc. shall not be responsible or liable for any incidental or consequential losses, unless the same was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of BBG, Inc. in any such action shall not exceed the fees paid for the preparation of the respective report or services unless the same was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

Client hereby agrees to indemnify, defend, protect, and hold BBG, Inc. harmless from and against all claims, damages, losses and expenses, including attorneys' fees, expenses and costs, incurred upon investigating and defending any claim, action or proceeding arising from, or in any way connected to, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented.

Further, you acknowledge that any opinions and conclusions expressed by professionals employed by BBG, Inc. related to this agreement are representations made by them as employees and not as individuals. BBG, Inc.'s responsibility is limited to you as a Client. The use of BBG, Inc.'s product by third parties is not intended unless

expressly stated and shall be solely at the risk of you and/or third parties. BBG, Inc. acknowledges that Client will be the end-user of, and can rely upon, the opinion and conclusions of BBG, Inc.

D) Confidentiality

The parties agree that (i) this Appraisal and Consulting Services Agreement and the terms contained herein, (ii) opinions or valuation conclusions, (iii) the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof, and (iv) all information regarding the property of whatever nature made available to either party by the other (including all versions of BBG, Inc.'s final report and all prior drafts of same) and methods of each party revealed during the performance of the Services (altogether, collectively, the "Confidential Information") shall be treated as strictly confidential. Accordingly, neither party nor any employee, agent or affiliate thereof shall disclose the same to any third party without the written consent of other party and approval of Appraiser; provided, however, that, a party shall not hereby be precluded from disclosure of Confidential Information that may be compelled by legal requirements, or from disclosing this Appraisal and Consulting Services Agreement (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to that party by duties of confidence.

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

E) General Assumptions and Limiting Conditions

Appraisal services have been provided with the following general assumptions:

- Notwithstanding that the Appraiser may comment on, analyze or assume certain conditions in the appraisal or consulting assignment, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal or consulting assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the written report or oral report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way, except as stated.

- e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report or oral report.
- h) It is assumed the subject property is not adversely affected by the potential of floods unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any existing or proposed buildings.
- i) Unless otherwise stated within the appraisal report or oral report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's or Consultant's inspection.
- j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report or oral report. Further, unless so stated in the report or oral report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
- k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
- I) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
- m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the report.

- 2. If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
- 3. If provided, the estimated insurable value or cost is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value or cost purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
- 4. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. Any appraisal report is based on market conditions existing as of the effective date.
- 5. Any value opinions reported or expressed apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated for any other application.
- 6. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7. The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8. Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9. If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10. Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
- 11. The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser or Consultant. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
- 12. The submission of the appraisal report constitutes completion of the services authorized and agreed upon unless other services are provided for in this agreement. Such report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any

subsequent required attendance at conferences, depositions, or judicial or administrative proceedings, unless otherwise defined herein. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work. A payment agreement must be reached in advance of the Appraiser providing such services.

13. Client shall not disseminate, distribute, make available or otherwise provide any appraisal report prepared hereunder to any third party (including without limitation, incorporating or referencing the report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the report provided that either Appraiser has received an acceptable release from such third party with respect to such report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the report to such third party, (b) any third party service provider (including rating agencies and auditors) using the report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or Judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of a report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the report.

ADDENDA B

IMPROVED SALE COMPARABLES DATA SHEETS

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Sale Comparable #1 Residential Land Teakettle Lane Duxbury, MA 02332 Plymouth County BBG Property #689000





Property Data				
Property Type/Use	Land	Lat/Long	42.054197 / -70.7085	
and the second second second	Residential			
Parcel ID #		Census Tract	5071.04	
Opportunity Zone	No	Frontage		
Gross Land Area	338,461 SF	Net Land Area 338,461 SF		
	7.77 Acres		7.77 Acres	
Flood Designation	na na sana na mana na m Na mana na mana n	Flood Panel		
Utilities	All available to site.	Terrain / Topography	Generally level	
Easements / Encroachments	None detrimental known	Zoning	Residential Compatibility 'RC' & Planned Development District 'PDD'	

Sale Transaction Data for	BBG Event #824705 on	6/23/2022	an and a state of the second		Net Area	Gross Area	
Transaction Date	6/23/2022	Consideration	\$1,400,000	Price PSF	\$4.14	\$4,14	
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$180,180	\$180,18	
		Cash Equivalent Price	\$1,400,000				
Property Rights	Fee Simple			E server			
Grantor	David C. Bitters						
Grantee	Teakettle Lane LLC						
Comments	property total	le represents the sale of resi s 7.77-acres of land is is zone),000 which equates to appro	d for residential us	se, between seven lots.	In June of 2022, th	usetts. The e comparable	
Verification	2/24/2023						
	Market Partici	Market Participants					





Sale Comparable #2 Vacant Land Cranberry Highway Rochester, MA Plymouth County BBG Property #551990





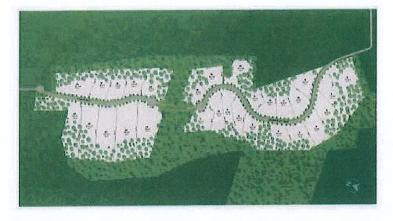
Property Data			
Property Type/Use	Land Hold for Development	Lat/Long	41.802259 / -70.7778
Parcel ID #	17-29, 17-29A, 17-30, 17-56, 17-31A, 17-31C, 17-55	Census Tract	
Opportunity Zone	No	Frontage	
Gross Land Area	653,400 SF 15.00 Acres	Net Land Area	653,400 SF 15.00 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	25023C0467K Dated July 6, 2021
Utilities	None to site	Terrain / Topography	Generally level
Easements / Encroachments	None detrimental known	Zoning	l Industrial





Sale Transaction Data for	BBG Event #710992 on	2/10/2022			Net Area	Gross Area	
Transaction Date	2/10/2022	Consideration	\$850,000	Price PSF	\$1.30	\$1.30	
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$56,667	\$56,667	
	naan ana an ang mang ang mang ang ang ang ang ang ang ang ang ang	Cash Equivalent Price	\$850,000				
Property Rights	Fee Simple		anana anisi ka Guara tan kana kana kana kana kana kana kana				
Grantor	Tremont Enter	rprise Corp				ويوجدونين ويوجدون ويوجدون وي	
Grantee		JDF Development LLC					
Comments	Rochester, MA	le represents the sale of 15 a A. The site had no utilities or 000 which equates to approx	development plan	is at the time of sale. Th	long Cranberry Hig e property sold in	hway in February	
Verification	4/5/2022						
	Town Assessor	r/NA					





Sale Comparable #3 Edgewood at Hopkinton Chamberlain Street Hopkinton, MA 01748 Middlesex County BBG Property #672873



Property Data			
Property Type/Use	Land	Lat/Long	42.211150 / -71.5196
	Residential		
Parcel ID #	HOPK-000024R-000001	Census Tract	3201.05
Opportunity Zone	No	Frontage	Chamberlin Street
Gross Land Area	4,420,904 SF	Net Land Area	4,420,904 SF
	101.49 Acres		101.49 Acres
Flood Designation		Flood Panel	
Utilities	Not in place.	Terrain / Topography	Generally level
Easements / Encroachments	None detrimental known	Zoning	A

Sale Transaction Data for	r BBG Event #804960 on	1/28/2022			Net Area	Gross Area	
Transaction Date	1/28/2022	Consideration	\$11,890,000	Price PSF	\$2.69	\$2.69	
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$117,154	\$117,154	
[2] A. WART, C. D. SAN, N. S. SAN, S. S. SAN, S. S. SAN, SAN, SAN, SAN, SAN, SAN, SAN, SAN,		Cash Equivalent Price	\$11,890,000			n na series par tente o de tente est	
Property Rights	Fee Simple						
Grantor	REC Hopkintor	REC Hopkinton LLC					
Grantee	Toll Northeast	Toll Northeast V Corp					
Comments	in January of 2	le represents a land sale loc 022 for \$11,890,000 which o d will be developed into sin	quates to \$117,15	4 per acre. The site will	assachusetts. The l be known as Edgev	and was sold vood at	
Verification	12/19/2022						
	Market Partici	pants					





Sale Comparable #4 Residential Land O Border Street - East Scituate, MA Plymouth County BBG Property #689008





Property Data			
Property Type/Use	Land	Lat/Long	42.233616 / -70.7839
	Residential		
Parcel ID #		Census Tract	5051.03
Opportunity Zone	No	Frontage	
Gross Land Area	758,815 SF	Net Land Area	758,815 SF
	17.42 Acres		17.42 Acres
Flood Designation		Flood Panel	
Utilities	All available to site.	Terrain / Topography	Generally level
Easements / Encroachments	None detrimental known	Zoning	Residence 2 'R-2'

Sale Transaction Data for	r BBG Event #824719 on	1/28/2022	Second Colorado		Net Area	Gross Area
Transaction Date	1/28/2022	Consideration	\$2,350,000	Price PSF	\$3.10	\$3.10
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$134,902	\$134,902
		Cash Equivalent Price	\$2,350,000			
Property Rights	Fee Simple					
Grantor	Lion's Head Tr	ust	5			
Grantee	Town of Scitua					
Comments	Massachusett represents the local develope	le represents the sale of resi s. The property consists of 17 e buyer, the Town of Scituate er who planned to subdivide 0,000 which equates to appro	42-acres and is zo , exercising a right the property into s	aned in the Residence 2 of first refusal after the six single-family lots. In J	District. This transa seller received an anuary of 2022, th	offer from a
Verification	2/24/2023					
Condition and a second second second second						





Sale Comparable #5 69 (0) Great Neck Road 69 Great Neck Road Wareham, MA 02571-2410 Plymouth County BBG Property #692642



Property Type/Use	Land	Lat/Long	41.749262 / -70.6845
a and and the state of the second	Residential		
Parcel ID #	41-1019	Census Tract	5454.00
Opportunity Zone	No	Frontage	Great Neck Road
Gross Land Area	261,360 SF	Net Land Area	261,360 SF
	6.00 Acres		6.00 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	25023C0493K
(3)	B. a constant of the second se		Dated July 6, 2021
Utilities	All available to site.	Terrain / Topography	
Easements / Encroachments	None detrimental known	Zoning	Single Family

Sale Transaction Data for	r BBG Event #829287 on	8/27/2021			Net Area	Gross Area
Transaction Date	8/27/2021	Consideration	\$600,000	Price PSF	\$2.30	\$2.30
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$100,000	\$100,000
		Cash Equivalent Price	\$600,000			
Property Rights	Fee Simple			ANN STREET		
Grantor	Bartlett Bever	ly J And Kennedy Donna				
Grantee		neth A And Andrade David	No. 1999 March March 1997			
Comments	property total	le represents the sale of resid s 6.00-acres of land is is zoned and for \$600,000 which equate	d for residential us	se, between five to six la	ots. In July of 2021,	the
Verification	3/9/2023					
	Market Partici	pants				







Sale Comparable #6 Residential Development Site 1279 Wampanoag Trall East Providence, RI 02915 Providence County BBG Property #506373



Property Data	Second		
Property Type/Use	Land	Lat/Long	41,777410 / -71.3313
and the second second	Commercial		
Parcel ID #	711-03-015.00	Census Tract	0107.01
Opportunity Zone	No	Frontage	
Gross Land Area	2,317,392 SF	Net Land Area	2,317,392 SF
	53.20 Acres		53.20 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	44007C0339G
			Dated March 2, 2009
Utilities	All available to site.	Terrain / Topography	Generally level
Easements / Encroachments	None detrimental known	Zoning	
an a			Vacant Land

Sale Transaction Data fo	r BBG Event #656190 on	7/21/2021			Net Area	Gross Area
Transaction Date	7/21/2021	Consideration	\$4,000,000	Price PSF	\$1.73	\$1.73
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$75,188	\$75,188
The second se		Cash Equivalent Price	\$4,000,000			
Property Rights	Fee Simple		an an Anna an A			
Grantor	Driscoll Compa	any				
Grantee	John Flatley Co	John Flatley Company				
Record Info	4463-0062	4463-0062				
Comments	This tract was required rezor The land was :	le represents a 53.2-acre lan formerly a gravel pit that ha ning to accommodate develo sold in July of 2021 for \$4,000 place and was subsequently a	d been abandoned pment of a mixed- 0,000 which equate	years prior to sale. It was use commercial propert as to \$75,187 per acre. T	as zoned for indus y including multifa he property sold v	trial, but mily units.
Verification	10/13/2021			and the second se		
	Market Partici	pants				

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ADDENDA D

QUALIFICATIONS

HOLLOWAY BROOK FARM APPRAISAL

BBG

Matthew Wood Senior Managing Director Work: 617-710-2200 matthewwood@bbgres.com

Matt Wood is currently a Senior Managing Director at BBG and has worked with a broad client base during his career completing assignments conducted on behalf of both smaller and larger regional banks, developers', foreign and domestic investment firms including major REITS and institutional investors, leading financial institutions, individual investors, leading law firms, special servicers, both federal and state government agencies as well as expert witness testimony in front of the Appellate Tax Board and dispute resolution work.

Matt's real estate experience covers North America, Australia, the Middle East and North Africa with an appraisal career that commenced in 2001 in Melbourne, Australia before relocating to Abu Dhabi in the United Arab Emirates in 2006 initially working with Colliers International followed by a regional private equity firm undertaking fund and asset management and development. In 2012 Matt relocated

to Boston where he spent almost 10 years with CBRE undertaking appraisals throughout New England where he was consistently ranked as one of their top producers in the country.

Matt has extensive appraisal experience including life science properties with individual institutional assets valued up to \$1.90 billion, lab conversions and bio-manufacturing, hotels, land, retail properties, CBD and suburban office, all development types including subdivisions, discounted sell-outs and complex mixed use projects, multi-family, industrial assets including flex, manufacturing, cross-dock and warehouse / distribution as well as specialized property types including car washes, C-Stores, CTL developments, cannabis properties including both dispensaries and cultivation assets, air-rights, land discontinuances, GSA deals, self-storage, sports complexes and private clubs, schools and early education properties, hospitals and medical office, airport logistics, cold storage, food processing, deep-water access industrial assets, parking garages, museums and religious properties.

Assignments of note during Matt's career throughout the New England region includes One Dalton (mixed use Four Seasons Hotel and high-end condominiums), South Station redevelopment (Class A office and high-end condominiums), New England FBI regional headquarters, Faneuil Hall Marketplace, Dock Square, Lafayette, North End and Motor-Mart parking garages, Cambridge Crossing (mixed use master planned development with various individual lab and Class A multi-family projects), Design and Innovation Building, Shipyard Brewery Redevelopment in Portland Maine, three separate boutique waterfront hotel developments in Newport, RI, John Moakley Federal Courthouse, 2 Harbor Street, 27 Drydock, Arsenal Yards mixed use development, Tuscan Village master planned development in Salem, NH, Rock Row in Westbrook, ME, Union Point, Brayton Point redevelopment (former coal fired power plant), The Beat, Black Fan, Mercantile Center, Wellesley Office Park, 1 Financial and 100 Westminster in Providence, RI and 1000 Elm Street in Manchester, NH.

Professional Affiliations

- Designated Member of the Appraisal Institute, MAI
- Associate of the Australian Property Institute, AAPI Certified Practicing Valuer
- Professional Member of the Royal Institution of Chartered Surveyors, MRICS
- Certified General Appraiser in Massachusetts, New Hampshire, Rhode Island, Maine, Connecticut, New York and Vermont.

Education

- RMIT University, Melbourne, Australia; B.Bus (Prop) with Distinction
- University of South Australia, Adelaide, Australia; MBA (Prop Management)



Profile

Please visit our web site at http://www.mass.gov/dpl/boards/RA

MATTHEW J WOOD 33 ARCH STREET, LEVEL 28 BOSTON, MA 02110

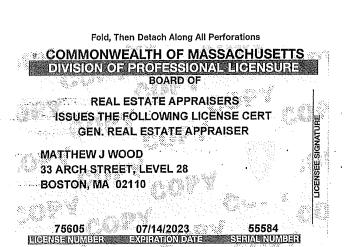
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IMPORTANT

If your license is lost, damaged or destroyed; is inaccurate; or needs to be corrected, visit our web site at mass.gov/dpl for instructions to ensure the proper mailing of your Renewal Application and any other correspondence.

This license is subject to Massachusetts General Laws and regulations. Your license is a privilege, and cannot be lent or assigned to any person or entity under penalty of law. Keep this license on your person or posted as required by law and/or regulations.



Lauren Drohosky Analyst Cell: (351) 201-1105 Idrohosky@bbgres.com

Profile



Lauren Drohosky is currently an Analyst at BBG. She previously worked at CBRE in research and advisory and transaction services, specializing in transaction management and international real estate portfolio strategy for corporate clients. During her career, Lauren has worked with a variety of clients including Fortune 500 companies, as well as industrial, technology, and life science users to help them accomplish their real estate goals.

Lauren's appraisal career commenced in 2022 and she has experience with multifamily, mixed-use, life science, industrial, land, retail, office, and all development types.

Professional Affiliations

- MA Real Estate Salesperson
- MA Real Estate Appraiser Trainee

Education

Tufts University; Bachelor of Arts (English)

T valuation advisory

Please visit our web site at http://www.mass.gov/dpl/boards/RA

LAUREN DROHOSKY 43 HICKORY LN BOXFORD, MA 01921-2540

(RA)

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LICENSE NUMBER EXPIRATION DATE SERIAL NUME	Line I

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control # J1976902 Important

If your license is lost, damaged or destroyed; is inaccurate; or needs to be corrected, visit our web site at mass.gov/dpl for instructions to ensure the proper mailing of your Renewal Application and any other correspondence.

This license is subject to Massachusetts General Laws and regulations. Your license is a privilege, and cannot be lent or assigned to any person or entity under penalty of law. Keep this license on your person or posted as required by law and/or regulations.

AGENDA ITEM #4 MAY 8, 2023

DISCUSS AND POSSIBLE VOTE TO APPROVE RELOCATION OF POLE 95 ON COUNTY STREET

Attached is a petition from Middleborough Gas & Electric and Verizon to relocate Pole 95 10' southerly towards existing Pole 94 on County Street to allow for a road entrance.

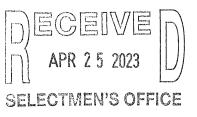
Pole relocations do not require a public hearing. MassDOT has already granted a permit (see attached).

If the Board is in favor, the motion would be:

To approve the request from Middleborough Gas & Electric and Verizon to relocate existing Pole 95 on County Street to allow for a road entrance.

MIDDLEBOROUGH GAS & ELECTRIC DEPARTMENT

Electric Division 37 Wareham Street, Middleborough, MA 02346 (508) 947-3023



April 20, 2023

Town of Lakeville Select Board 346 Bedford St. Lakeville, MA 02347

Dear Select Board,

Enclosed, you will find a petition from the Middleborough Gas & Electric Department and Verizon New England Inc. proposing to relocate one jointly owned pole 95 located on County St., Lakeville.

Would you kindly consider this petition and return the executed copies.

Sincerely,

Źachariah Hirschy Electric Division Manager

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

April 20, 2023

To the Town Select Board in Lakeville, Massachusetts.

Middleboro Gas & Electric Department and Verizon New England Inc. request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Street name: County St., Lakeville

Description of work: The petition proposes to relocate pole 95 County St. approximately 10' in a southeasterly direction towards existing pole 94 County St. to allow for a road entrance.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-MG&E. No. 2022-01 dated 4/20/23

Also for permission to lay and maintain underground laterals cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

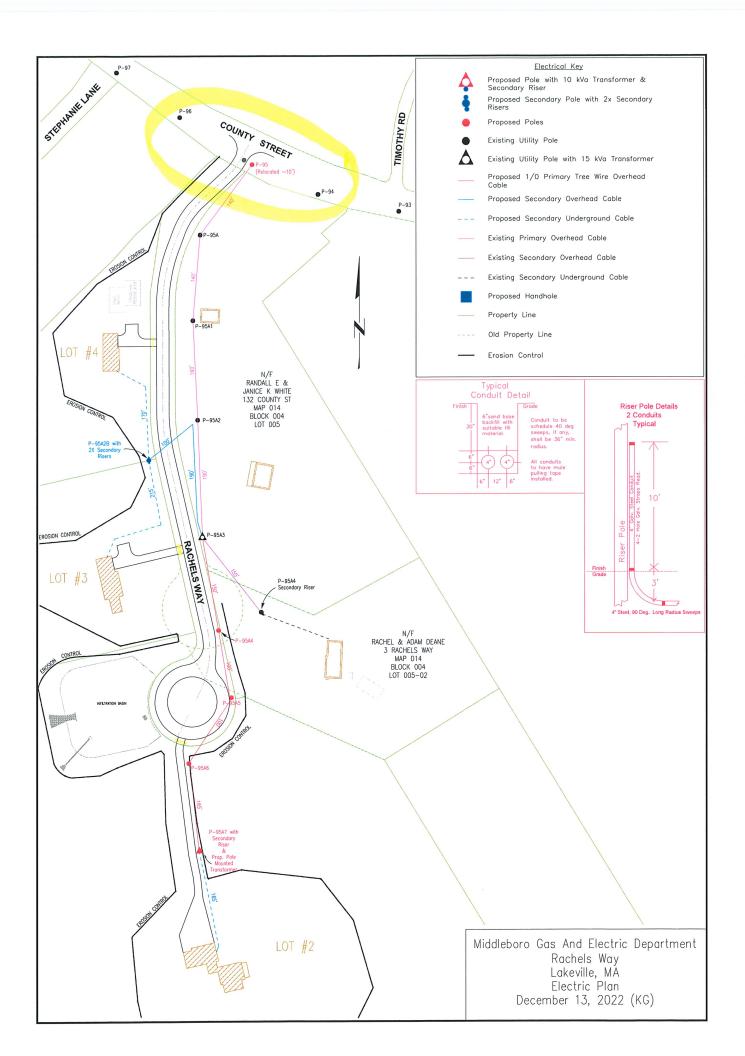
Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

MIDDLEBORO GAS & ELECTRIC DEPARTMENT

By <u>July Manager</u> Zachariah Hirschy, Electric Division Manager

Dated this 20th day of April, 2023

VERIZON NEW-ENGLA





Charles D. Baker. Governor Karyn E. Polito, Lieutenant Governor Jamey Tesler, Secretary of Transportation & CEO Jonathan L. Gulliver, Highway Administrator



5-2022-0481

PERMIT - LAKEVILLE

Subject to all terms, conditions, and restrictions printed or written below, permission is hereby granted to **MIDDLEBOROUGH GAS & ELECTRIC DEPARTMENT**, Edward Rappold, 37 Wareham Street, Middleborough, MA 02346 to enter upon State Highway in the Town of **LAKEVILLE** on County Street, for the purpose of relocating an existing utility pole and transformer, in the vicinity of #132 County Street.

Utility Pole #P 95 located in the soft shoulder on the westerly side of the roadway will be relocated approximately 10' (feet) southerly, to approximate Station 122+00.

All work is to be done as described herein and as shown on the approved plan(s).

The Grantee(s) must adhere to the following stipulations for all proposed pole installations:

The Grantee(s) is responsible to ensure that the installation of the poles is in conformance with the rules and regulations of the Architectural Access Board (AAB), the Americans with Disabilities Act (ADA) and the MassDOT - Highway Division - Utility Accommodation Policy on State Highway Right of Way (May 2013). Be advised that a minimum of 1-1/2' (feet) is required between the edge of the roadway and the face/front of the pole. Additionally, a minimum clear distance around poles shall be 3' (feet) excluding the width of curb.

* Overhead wires shall have a minimum vertical clearance in accordance with MassDOT, Highway Division's Utility Accommodation Policy, as well as any State and Federal regulations.

* No supporting nor strengthening fixtures shall be placed nearer to the roadway than the pole locations herein authorized, nor on the opposite side of the highway.

* In the event of any future alteration of the State Highway, these poles shall be removed by the Grantee(s) at their expense.

* Poles should be installed in line with existing poles. Any poles to be located within 6 (feet) of the edge of the travelled way will have reflector markers mounted on or attached to said poles. Mounting Height: 4' (feet) above the pavement.

* Reflector Color: white on the main roads, yellow on the ramps.

* Design and applications: Reflector markers shall be placed toward oncoming traffic and shall be capable of reflecting light clearly visible under normal atmospheric conditions, from a distance of 1,000' (feet), when illuminated by the upper beam of standard automobile headlamps.

* Glass or plastic prismatic reflective elements, or plastic elements with reflective sheeting sealed therein, used for reflector markers shall be a minimum of 3" (inches) in diameter, or may be another geometric shape, so long as the area of the unit will contain an inscribed circle having a diameter of 3" (inches).

* If a reflective coating is used, the coated area shall be minimum of 5" (inch) by 5" (inch) squares mounted as diamonds. Reflective coatings shall be either "Alert" as manufactured by the Cataphote Company or "Codit" as manufactured by the 3M Company, and/or equal.

* It shall be the responsibility of the owner to maintain said reflector markers as long as the facility is in existence.

* All proposed poles must be tagged with 2" (inch) high aluminum numbers depicting the State Highway Baseline Stationing. The tags shall be placed vertically at a distance of 60" (inches) as measured from the ground surface to the first character with the top of the characters placed in the increasing direction of the State Highway Baseline.

* No poles may be placed in front of any MassDOT, Highway Division, Bound or in front of any existing MassDOT signs.

* All work shall be done according to the National Electrical Safety Code.

Prior to any work being done within the State Highway Layout, the Grantee(s) must upload/submit a Work Request in the State Highway Access Permit System (SHAPS) to obtain approval for the proposed work schedule. Said form to be completed/uploaded can be found under the Forms and Sample Submission Documents tab and is entitled "Work Request Form D1 - D5". One (1) of these forms must be uploaded by the close of business every Thursday for the entire duration of the project in order to request approval for the following week's work schedule.

States of Emergencies and Executive Orders

In addition to the conditions and restrictions herein contained, the Grantee is responsible for complying with any relevant Executive Orders or States of Emergencies that may be issued by the Governor's Office while this permit is active. The Governor may declare a State of Emergency in the event or imminent threat of natural or man-made disasters. A State of Emergency can cover a specific municipality, multiple communities, or the entire Commonwealth.

Detailed Information on States of Emergencies and Executive Orders can be found on the Mass.GOV website. <u>https://www.mass.gov/service-details/state-of-emergency-infomation</u> and <u>https://www.mass.gov/massachusetts-executive-orders</u>

DRAINAGE IMPACTS

Note that existing drainage lines are not located/marked out by Dig-Safe, therefore, care should be taken during excavation operations to ensure that drainage components located within the limit(s) of work are not impacted during work to be performed under this Permit. The Grantee(s) may request drainage plans in anticipation of the work with the Highway Maintenance Engineer at (857) 368-5240. Requests should be made a minimum of five (5) business days ahead of the proposed work. Be advised that if additional information is needed, the Grantee(s) will be required to perform survey work of the drainage structures to identify the location of the drainage components. If the work under this Permit includes the installation or relocation of drainage structures or work alters the existing State drainage system, the Grantee(s) shall be responsible to clean the drainage system, including any other structure/drainage line/outfall within the project limits to ensure the drainage components as a result of the work. Should any damage(s) occur, the Grantee(s) must immediately contact the Highway Maintenance Section.

TIME RESTRICTIONS AND NOTIFICATIONS

Special attention shall be given when performing work that will impact MassDOT, Highway Division, snow and ice operations.

No work shall be performed in the hardened surface of the roadway between November 15th and April 1st of any year without prior written approval from the District Highway Director.

No pavement shall be laid between November 15th and April 1st of any year without prior written approval from the District Highway Director.

No work shall be performed on this project on Saturdays, Sundays, and Holidays, or on the Friday after a Thursday Holiday. Work is also restricted on the day before and the day after a long Holiday weekend without prior written approval by the District Highway Director.

No equipment, trucks, etc., shall occupy any part of the travelled way except between the hours of 9:00 a.m. and 3:00 p.m., Monday - Friday. In no case will operations exceed the specified hours. This includes the placement of traffic control devices, equipment, or anything that restricts the flow of traffic through the construction zone. Any change in work hours will require prior written approval by the District Highway Director. The 12-minute rule will remain in effect for the duration of the permit.

All other work, off the pavement on this project is restricted to a normal 8-hour day, Monday - Friday, with the prime Contractor and all subcontractors working on the same shift. Any change in work hours will require prior written approval by the District Highway Director.

THE BACKFILLING METHOD FOR WORK WITHIN THE SHOULDER AREA WILL BE AS FOLLOWS:

Backfill for conduit or pipe shall be selected from excavation free from large lumps, clods or rock placed between the pipe and the walls of the trench in layers not exceeding 6" (inches) in depth and thoroughly compacted. Each layer, if dry, shall be moistened and then compacted by rolling or by tamping with mechanical rammers. Special care should be taken to thoroughly compact the fill under the haunches of the pipe or conduit. This method of filling and compacting shall be continued until the material is level with the top of the pipe or conduit. The remainder of the filling shall consist of suitable material placed in successive layers not more than 6" (inches) in depth. Each layer shall be thoroughly compacted as specified above.

The Grantee(s) shall be responsible for the shoulder and roadway areas affected by the proposed work to be performed as described herein and shall routinely inspect said areas for deficiencies such as settling, heaving, cracks etc. This responsibility shall remain until work is performed at the subject location by MassDOT, Highway Division.

GENERAL TRAFFIC MANAGEMENT AND SAFETY REQUIREMENTS

If required by MassDOT, Highway Division District 5, variable message boards (VMBs) shall be utilized as part of the approved traffic management plan under this Permit which must be properly secured with regards to hacking and unauthorized tampering prevention. The Grantee(s) shall adhere to all appropriate security specifications and take all necessary precautions to mitigate the risk of the boards being hacked. All VMBs shall be stored in a secured area and shall have a lockable, weatherproof enclosure for the operator interface, removable local keyboards which shall be removed whenever possible, and a password protected controller with local administrative passwords changed on a regular basis.

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When any portion of the roadway will be blocked with equipment to facilitate the proposed work, the Grantee(s) will be required to adhere to the attached Traffic Management Plan (TMP) or submit a proposed TMP to MassDOT, Highway Division, to be reviewed and approved by the District Traffic Maintenance Engineer prior to working within or impacting the roadway. The plan must include information relating to proper signing, traffic control device placement and police details.

It is imperative to maintain two-way traffic at all times and these operations are managed so that motorists travel "delay" is minimized. At any time during the operation when a traffic delay of over twelve (12) minutes occurs and the situation is worsening, the Resident Engineer, Contractor, or Police Detail will begin to suspend operations. Continuously increasing "delays" of over twelve (12) minutes are not to be permitted.

If traffic must be "stopped", the duration shall not be more than five (5) minutes.

Uniformed State/Local Police Officer(s) and their official vehicle(s) may be necessary to provide protection for those installing and removing all temporary traffic warning signs and devices and to perform all traffic management as required.

The Grantee(s) will monitor the flow of traffic during peak traffic volumes and if necessary, shall suspend all operations. Work will resume at the discretion of the Police detail officer and/or to the satisfaction of the supervising MassDOT, Highway Division, Engineer.

In the event of inclement weather or dense fog, which lessens the visibility of advance warning signs, vehicles and workers, the Grantee(s) will suspend all operations so as not to interfere with the safety of the motoring public and the operations of work. In the event of snow or icing conditions, all vehicles and equipment must be removed from the roadway and/or shoulder area so as not to interfere with Snow and Ice Operations.

The Grantee(s) shall provide safe and ready means of access and egress to all public and private roads and drives 24 hours per day. Every effort must be made as not to interfere with or inconvenience all abutters throughout the duration of this project.

Signs and traffic control devices are required for advance notice of the work and within the work area. The Grantee(s) or Applicant will supply all required signs and traffic warning devices and shall be in accordance with the Massachusetts Manual on Uniform Traffic Control Devices. The number and location of all signs and devices shall be as deemed necessary by the Engineer for the safe and efficient performance of the work and the safety of the travelling public.

All warning devices shall be subject to removal, replacement, and/or repositioning by the applicant as often as deemed necessary by the Engineer.

Cones or non-reflectorized warning devices shall not be left in operating position on the highway when the daytime operations have ceased. If it becomes necessary for MassDOT, Highway Division, to remove the construction warning devices or their appurtenances from the project due to negligence by the applicant, all costs for this work will be charged to the Grantee(s).

All vehicles, except passenger's cars, which are assigned to the permitted project, and which operate on the site at speeds of 25 MPH or less, shall have an official SLOW MOVING VEHICLE emblem displayed. All vehicles and equipment on this project must be equipped with back-up alarms.

All personnel who are working on the travelled way or breakdown lanes shall wear approved safety vests and hard hats.

GENERAL CONDITIONS AND APPROVED PROCEDURES

The Grantee(s) must contact the "Dig Safe" Center at 811 to obtain a "Dig Safe" number prior to starting the proposed excavation for the purpose of identifying the location of underground utilities.

Unless otherwise stated, no hardened surface of the State Highway may be disturbed.

When an opening in the roadway is required and permitted herein, the opening must be as small as possible to perform the proposed work.

If the integrity of any existing sidewalks, catch basins, manholes or any other underground structures or equipment is compromised, the Grantee(s) will reconstruct and/or replace all items according to MassDOT, Highway Division, Standards at the cost of the Grantee(s) and to the satisfaction of the Engineer.

The Grantee(s) must not disturb or remove any MassDOT, Highway Division, bound(s) (MHB) associated with this project. If so disturbed or missing, the bound(s) must be reset/replaced by a Registered Land Surveyor. All procedures and materials must be in compliance with Massachusetts Design and Construction Standards. A copy of the paid bill must be submitted to this office upon completion of said work.

All traffic safety lines if disturbed shall be replaced in kind.

All disturbed areas within the State Highway Layout must be graded, loamed, and seeded to the Engineer's satisfaction.

All debris and litter remaining from the proposed construction shall be removed by the Grantee(s) and the area left clean daily.

DRAINAGE AND UTILITY CASTINGS

"The use of risers to adjust drainage and utility structures will not be allowed. All adjustment work done to existing or new drainage structures shall conform to Section 220 of MassDOT, Highway Division, Standard Specifications and according to Plates 201.3.0 and 202.9.0 of MassDOT, Highway Division, Construction Standards."

ENVIRONMENTAL LIABILITY AND COMPLIANCE

The Grantee(s) assumes all risk associated with any environmental condition within the subject property and shall be solely responsible for all costs associated with evaluating, assessing, and remediating, in accordance with all applicable laws, any environmental contamination (1) discovered during Grantee's work or activities under this Permit to the extent such evaluation, assessment or remediation is required for Grantee's work, or (2) resulting from the Grantee's work or activities under this Permit. The Grantee(s) shall notify MassDOT, Highway Division, of any such assessment and remediation activities.

The Grantee(s) is hereby held solely responsible for obtaining and maintaining any and all environmental compliance permits required by local, state, and federal laws and regulations when regular or emergency work is proposed within, or in close proximity to, any wetland area. These environmental compliance requirements include, but are not limited to, a Negative Determination of Applicability or Order of Conditions from the local Conservation Commission, a Water Quality Certificate from the Department of Environmental Protection, and a Programmatic General Permit from the U.S. Army Corps of Engineers. The Grantee(s) shall forward to MassDOT, Highway Division, a copy of each such environmental compliance permit.

CLOSING CONDITIONS

All of said work shall comply with the terms and conditions herein and must be done as directed by and to the satisfaction of the Engineer.

All work done under this contract shall be in conformance with the 2022 Edition of the MassDOT Highway Division Standard Specifications for Highways and Bridges and any subsequent "Supplemental Specifications". All construction shall conform to the October 2017 edition of the Massachusetts Department of Transportation, Highway Division "Construction Standard Details (English Edition)"; the latest Manual on Uniform Traffic Control Devices with Massachusetts Amendments; the latest edition to the following: the 1996 Construction and Traffic Standard Details (as related to Traffic Standard details only); the 1990 Standard Drawings for Traffic Signs and Supports; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standard for Nursery Stock; the Plans and these Special Provisions.

The Grantee(s) shall indemnify and save harmless the Commonwealth and MassDOT, Highway Division, against all suits, claims or liability of every name and nature arising at the time out of or in consequence of the acts of the Grantee(s) in the performance of the work covered by this Permit and/or failure to comply with the terms and conditions of this Permit whether by themselves or their employees or subcontractors.

It is noted that the Grantee(s) will be responsible for future corrective actions resulting from defective work under the subject permit. Any damage to roadway and/or shoulder as a result of the permitted work is the Grantee's responsibility and shall be repaired at his/her expense.

The Completion of Work Form and supporting photos shall be electronically uploaded, along with local AAB approval (if required), via the State Highway Access Permit System (SHAPS), as soon as possible after the completion of the physical work to begin the sign-off process.

MassDOT, Highway Division, will hold the Permit on file for a period of not less than three (3) years. If the Completion of Work Form is not uploaded, the liability assumed under this Permit will continue.

A copy of this Permit must be on the job site at all times for inspection. Failure to have this Permit available at the site will result in suspension of the rights granted by the Permit.

"FOLLOWING CONDITIONS APPLY TO PERMITS" Conditions Relating Particularly to Permits for the Laying of Pipes, Conduits, etc.

After any pipes, conduits, drains or other underground structures are laid, or any excavation is made in the roadway, the trenches or openings shall be properly backfilled with suitable material, the backfilling shall be thoroughly tamped, and the surface of the road over said structures shall be left even with the adjoining ground. If the work is done in cold weather, no frozen material shall be used for backfilling.

Wherever the hardened surface of the roadway, gutters, or any part of the surface of the highway is disturbed it shall be replaced in as good condition as before it was disturbed, and if new materials are required, they shall correspond with those already in place on the road.

Where service pipes are to cross the highway, the connections shall be made without disturbing the hardened surface of the roadway, by driving the pipes under the roadway, or the service pipes shall be carried under and across the road in a larger pipe, unless otherwise ordered by the Director.

The Grantee shall maintain the surface of the roadway over said structures as long as MassDOT may deem necessary, until all signs of the trenches shall have been eliminated.

Conditions Relating Particularly to Permits for the Erection of Poles, Wires, and Overhead Structures, and the Cutting and Trimming of Trees

In the erection of pole lines, unless otherwise herein provided, no trees located within the limits of the State Highway shall be cut or trimmed. No guy wires shall be attached to trees without a special Permit from MassDOT, and in no event shall they be so attached as to girdle the trees or in any way interfere with their growth. The wires shall be so protected at all time and places that they shall not interfere with or injure the trees either inside or outside the location of the highway.

Where the cutting or trimming of trees is authorized by this Permit, only such cutting, and trimming shall be done as may be designated by the Director.

In the construction or reconstruction of pole lines no guy wires shall be erected nearer to the surface of the ground than 6' (feet); provided, however, that the owners of such lines may maintain such guy wires at a lower elevation than 6' (feet) from the ground until such time as MassDOT shall notify them to remove said wires or to the elevation first stated.

In order to protect the trees through which any wires may pass, said wires shall be insulated and such other tree guards used as may be directed by the Director.

Where high tension wires are erected under this Permit, they shall be so located that, under conditions of maximum severity as regards a coating of ice or snow, there shall be a space of at least 8' (feet) between such high-tension wires and other wires.

The Grantee shall, within sixty (60) days from the date of completion of the work, file in the office of MassDOT a plan showing the location of each pole erected in accordance with the Permit, said plan to be of such size and in such form as MassDOT may direct.

General and Additional Conditions

Whenever the word "MassDOT" is used herein it shall mean the Massachusetts Department of Transportation of the Commonwealth of Massachusetts.

Whenever the word "Director" is used herein it shall mean the District Highway Director or other authorized representative of MassDOT.

Whenever the word "Grantee" is used herein it shall mean the person or persons, corporation, or municipality to whom this Permit is granted, or their legal representatives.

During the progress of the work all structures underground and above ground shall be properly protected from damage or injury; such barriers shall be erected and maintained as may be necessary for the protection of the traveling public; the same shall be properly lighted at night; and the Grantee shall be responsible for the damages to persons or property due to or resulting from any work done under this Permit.

Except as herein authorized, no excavation shall be made, or obstacle placed within the limits of the State highways in such a manner as to interfere unnecessarily with the travel over said road.

If any grading of sidewalk work done under this Permit interferes with the drainage of the State highway in any way, such catch basins and outlets shall be constructed as may be necessary, in the opinion of the Director, to take proper care of such drainage.

Wherever the hardened surface of the roadway is disturbed, and the Director may consider it necessary or advisable to do so, said surface will be restored by the employees of MassDOT, at such time as MassDOT may direct, and the expense thereof shall be borne by the Grantee, who shall purchase and deliver on the road the materials necessary for said work if and when directed by the Director. All payments to the supplier and to laborers, inspectors, etc., employed by MassDOT for or on account of the work herein contemplated shall be made by said Grantee forthwith on receipt of written orders, pay rolls, or vouchers approved by MassDOT.

IF THE GRANTEE DOES ANY WORK CONTRARY TO THE ORDERS OF THE DIRECTOR, AND, AFTER DUE NOTICE, FAILS TO CORRECT SUCH WORK OR TO REMOVE STRUCTURES OR MATERIALS ORDERED TO BE REMOVED, OR FAILS TO COMPLETE WITHIN THE SPECIFIED TIME THE WORK AUTHORIZED BY THIS PERMIT, MASSDOT MAY, WITH OR WITHOUT NOTICE, CORRECT OR COMPLETE SUCH WORK IN WHOLE OR IN PART, OR REMOVE SUCH STRUCTURES OR MATERIALS, AND THE GRANTEE SHALL REIMBURSE MASSDOT FOR ANY EXPENSE INCURRED IN CORRECTING AND/OR COMPLETING THE WORK OR REMOVING THE STRUCTURES OR MATERIALS.

ALL OF THE WORK HEREIN CONTEMPLATED SHALL BE DONE UNDER THE SUPERVISION AND TO THE SATISFACTION OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, AND THE ENTIRE EXPENSE THEREOF SHALL BE BORNE BY THE GRANTEE.

On the completion of the work herein contemplated all rubbish and debris shall be removed and the roadway and roadsides shall be left neat and presentable and satisfactory to the Director.

MassDOT hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this Permit at any time, said change or removal to be made by and at the expense of the Grantee or its / their successors or assigns.

This Permit may be modified or revoked at any time by MassDOT without rendering said MassDOT or the Commonwealth of Massachusetts liable in any way.

The Grantee shall pay the salary, subsistence, and travel expenses of any inspector appointed by MassDOT to supervise the work herein contemplated.

All of the above conditions shall be applicable to the work herein authorized, unless the same are inconsistent with the conditions on the face of the Permit, in which case the conditions written or printed on the face of the Permit shall apply.

The acceptance of this Permit or the doing of any work thereunder shall constitute an agreement by the Grantee to comply with all of the conditions and restrictions printed or written herein.



Charles D. Baker, Governor Karen E. Polito, Lieutenant Governor Jamie Tesler, Secretary of Transportation & CEO Jonathan M. Gulliver, Highway Administrator



5-2022-0481

Approved Signature

Mary-Joe Perry by B.T. District Highway Director

Date of Issue: December 16, 2022

Permit Expiration: Tuesday, December 19, 2023

AGENDA ITEM #5 MAY 8, 2023

DISCUSS AND POSSIBLE VOTE TO APPROVE JOB DESCRIPTION FOR PART TIME CLERK/FLOATER

Attached is a memo from the Human Resources Director and the proposed job description for the above position.

Also included is the previous job description for review.



MEMO

To: Lakeville Select Board From: John Viarella Date: April 26, 2023 CC: Ari Sky, Town Administrator

Subject: New Job Description Part Time Clerk

Attached please find a draft job description for the position of Part Time Clerk. This role was previously performed by Bonnie Tucker who has transitioned to position recently approved for Nate Darling. Bonnie and Deveney were both hired under a different job description titled Part Time Clerk – Selectmen's Office, which is also attached for your review.

As you may be aware this position has been moved over to Human Resources and the job duties have changed dramatically. As such I believe it requires a new description that more accurately reflects the duties and requirements.

Thank you for your consideration.



Job Title:Part Time ClerkDepartment:Human ResourcesLocation:346 Bedford Street, Lakeville, MA 02347Hours:Variable up to 19 hours per weekSalary:\$19.97 - \$23.32 per hour. This is a Non-Union position.FLSA Status:Non-Exempt

Description:

The person in this position will provide a wide and diverse variety of clerical duties to assist various departments on an as-needed basis. Fully cross-trained to support and provide coverage for all other clerical positions in the different departments throughout the Town.

Essential Functions:

The essential functions or duties listed below are intended as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or logically assigned to the position.

- Perform a wide range of operational support activities for various departments in times of need, including answering the telephone, taking messages, waiting on the public, distributing mail, typing, filing and maintaining files and records in a complete and orderly manner.
- Prepare and type correspondence, permits, licenses or reports as needed.
- Provide information to town officials, employees, residents, and other parties as directed.
- May be asked to assist with special projects as needed.
- Performs other related duties as required.

Supervision Received:

Works under the direction of the Human Resources Director with guidance given from various Department Heads to which this person may be assigned and/or the Town Administrator.

Qualifications:

- At least two (2) years of general office experience preferably in a municipal environment or an equivalent combination of education, training and work experience that provides the requisite knowledge, skills and abilities for this position.
- Must have a high school diploma or equivalent.
- Must have a valid Massachusetts driver's license.
- Must be able to pass a drug screen test, background check and CORI check.

Knowledge, Skills and Abilities:

Knowledge:

- Working knowledge of office procedures, practices and equipment.
- Working knowledge of and a high level of proficiency with the Microsoft Office suite of products required.
- Working knowledge of Adobe Pro software and Microsoft Outlook email platform preferred.
- Knowledge of the process of local government preferred.

Skills:

- Excellent organizational and communication skills.
- Strong problem solving and interpersonal skills.
- Must be organized and detail-oriented and be able to work both independently and as part of a team.

Abilities:

- Ability to work both collaboratively and independently.
- Ability to exercise independent judgment.
- Ability to maintain confidentiality.
- Ability to handle complex tasks, as well as, follow complex written or oral instructions.
- Ability to work under pressure.
- Ability to provide excellent clerical skills, customer relations, both verbal and written, organizational skills and the ability to prioritize multiple responsibilities.
- Ability to create and maintain accurate records.

Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the functions.

This is primarily an office-based job in a dynamic municipal setting. Minimal physical effort is required to perform clerical duties. Position requires the ability to operate a keyboard and standard office equipment at an efficient speed.

The employee is required to stand, walk, sit, speak, hear/listen, and use hands to operate equipment and lift furniture, equipment and supplies. Employee must be able to lift objects weighing up to 30 pounds. Vision requirements include the ability to read and analyze routine and complex documents and use a computer.

Disclaimer

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of the person so classified. All personnel may be required to perform duties outside of their normal responsibilities from time to time as needed.

The Town of Lakeville provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, ancestry, disability status, genetics, pregnancy or pregnancy-related conditions, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal and state laws. Applicants with disabilities needing reasonable accommodation to participate in the job application or interview process, to perform essential job functions, and/or to receive other benefits and privileges of employment, please contact John Viarella, Human Resources Director, <u>iviarella@lakevillema.org</u> 508-946-8808.

Interested candidates should apply online at <u>www.lakevillema.org/human-</u> resources/pages/job-openings

previous j.d.

Non-Union Level 8

JOB DESCRIPTION

TOWN OF LAKEVILLE PART-TIME CLERK – SELECTMEN'S OFFICE

GENERAL STATEMENT OF DUTIES: Provide clerical support to the Selectmen and Town Administrator, as well as, fill-in for other Town Departments as needed, to be determined by the Town Administrator.

SUPERVISION RECEIVED:

General supervision received from the Town Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The primary function of this position is to provide clerical support to all of the Town Hall Departments (Board of Selectmen, Department of Inspectional Services and Permitting, Accounting, Treasurer/Collector, Town Clerk, etc.) on an as needed basis, to be determined by the Town Administrator.

Assist the Town Administrator in coordinating, organizing and consolidating Departmental files according to the Retention of Records Schedule.

Maintain general and confidential records and files for the Selectmen and Town Administrator, including correspondence, reports and memos.

Develop Standard Operating Procedures for Town Departments as requested.

Complete special projects and perform any and all similar related work as required, directed or as situation dictates.

Respond to inquiries and provide information to the general public, other Town Departments, vendors, mortgage companies, lawyers and other agencies; research and prepare documents, and make necessary referrals as required.

Answer, screen and direct phone calls in the different Departments as required.

OTHER REQUIRED RESPONSIBILITIES:

Serve as back up to the Executive Assistant and Administrative Assistant of the Town Administrator and Board of Selectmen.

Prepare and type correspondence.

Perform other duties as may be required.

QUALIFICATIONS AND SKILLS:

The employee must possess a valid Massachusetts Class D Driver's License.

Ability to provide excellent clerical skills, customer relations, both verbal and written, organizational skills and the ability to prioritize multiple responsibilities.

Must be organized, detail oriented and able to multi-task, set priorities, and accomplish tasks within limited timeframes.

Working knowledge of office procedures, practices and equipment. Working knowledge of Microsoft Office required. Working knowledge of Adobe Pro software and Microsoft Outlook email platform preferred.

Ability to work both collaboratively and independently.

Ability to exercise independent judgment.

Ability to maintain confidentiality.

Ability to handle complex tasks, as well as, follow complex written or oral instructions.

Able to work under pressure.

Knowledge of the process of local government preferred.

The ability to work in a shared office space.

EXPERIENCE AND TRAINING:

Associates or Bachelor's degree in related field with two (2) years of clerical experience in a governmental agency preferred; or an equivalent combination of education, training and work experience that provides the requisite knowledge, skills and abilities for this position.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the functions.

This is primarily an office-based job in a dynamic municipal setting. Minimal physical effort is required to perform clerical duties. Position requires the ability to operate a keyboard and standard office equipment at an efficient speed.

Non-Union Level 8

The employee is required to stand, walk, sit, speak, hear/listen, and use hands to operate equipment and lift furniture, equipment and supplies. Employee must be able to lift objects weighing up to 30 pounds. Vision requirements include the ability to read and analyze routine and complex documents and use a computer.

WORKING CONDITIONS:

Flexible work schedule (Monday through Friday) of approximately 18 hours per week, to be determined by the Town Administrator, and depending on various circumstances, start and finish times may vary.

This position is a non-exempt position as regarding federal and state minimum wage and overtime requirements and, therefore, is eligible to be paid at the rate of time and one half (i.e., one and one half times) the regular rate of pay for all hours worked beyond forty hours in a workweek.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

AGENDA ITEM #6 MAY 8, 2023

DISCUSS AND POSSIBLE VOTE ON APPLICATION FOR OUTDOOR ENTERTAINMENT – THE BACK NINE CLUB - MAY 21, 2023

The Back Nine Club has requested an outdoor entertainment permit on May 21st from 12 PM to 4 PM for a golf outing. The entertainment will be acoustic guitar.

DECEIVED MAY - 1 2023 D SELECTMEN'S OFFICE No
TO THE LICENSING AUTHORITIES:
The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto
× nome The Back nine Club
address t phane 17 Herritage Hall Dr 508 8134487 (Full name of person, firm or corporation making application)
To <u>outside entertainment golf outing</u> VIRPOSE FOR WHICH LICENSE IS REQUESTED X At <u>IT Hentage</u> Hell Dr GIVE LOCATION
BY STREET AND NUMBER
in said City of

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

120 *Signature of Individual or Corporate Name (Mandatory)

By: Corporate Officer (Mandatory, if Applicable)

**Social Security # (Voluntary) or Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received 20		Signature of Applicant
Hour A.M		Address
P.M	License Granted	20
Approved 20		
FORM 460 (H&W) HOBBS & WARREN TM		

AGENDA ITEM #7 MAY 8, 2023

ATTEND SPECIAL AND ANNUAL TOWN MEETINGS