

# CAPE COD COMMISSION

3225 MAIN STREET  
P.O. BOX 226  
BARNSTABLE, MA 02630  
(508) 362-3828  
FAX (508) 362-3136  
E-mail: [frontdesk@capecodcommission.org](mailto:frontdesk@capecodcommission.org)

## DEVELOPMENT AGREEMENT

FOR

**CAPE COD HEALTHCARE, INC.**  
**HADAWAY ROAD, HYANNIS, MA**

**BY AND BETWEEN THE CAPE COD COMMISSION**  
**AND CAPE COD HEALTHCARE, INC.**

**MARCH 20, 2003**



Cape Cod Healthcare, Inc.  
3/20/03 Development Agreement

**TABLE OF CONTENTS**

			Page Number
Section	I	General Conditions	5
Section	II	Transportation	7
Section	III	Water Resources	11
Section	IV	Hazardous Materials and Wastes	11
Section	V	Solid Waste Management	12
Section	VI	Community Character	13
Section	VII	Natural Resources and Open Space	15
Section	VIII	Economic Development	15

**THIS DEVELOPMENT AGREEMENT IS ENTERED INTO THIS 20<sup>TH</sup> DAY OF MARCH, 2003, BY AND BETWEEN THE CAPE COD COMMISSION AND CAPE COD HEALTHCARE, INC. (THE "PARTIES")**

**WHEREAS**, Chapter 716 of the Acts of 1989, as amended (the "Act"), established the Cape Cod Commission (the "Commission") as a regional planning agency with the authority to review certain developments of regional impact ("DRI") which due to their size, location, or character are likely to affect more than one community; and

**WHEREAS**, the Commission has adopted the Code of Cape Cod Commission Regulations of General Application, including *inter alia*, Enabling Regulations for the purpose of reviewing proposed DRIs (the "Regulations"), as well as the 1996 Regional Policy Plan for Barnstable County (the "RPP"); and

**WHEREAS**, for a project otherwise requiring review as a DRI, Chapter D of the Regulations provides for the approval of Development Agreements, and in particular Section 5 of which outlines the process by which a Development Agreement may be entered into by and between the Commission and a Qualified Applicant; and

**WHEREAS**, Cape Cod Healthcare, Inc. ("CCH") is a Massachusetts charitable, not for profit, tax exempt corporation which operates hospital and healthcare facilities throughout Barnstable County, including but not limited to Cape Cod Hospital (the "Hospital"); and

**WHEREAS**, CCH has entered into a Purchase and Sale Agreement with Cape Cod Aggregates, Inc. ("Cape Cod Aggregates"), to purchase approximately 40.6 acres of land located in Independence Park off of Hadaway Road in Hyannis within the Town of Barnstable ("the Town"), said land being more particularly shown on a proposed Approval Not Required site plan entitled "Cape Cod Hospital Site Sketch Plan" dated 4/29/02 prepared by Down Cape Engineering, Inc., a copy of which is attached hereto as Exhibit 1 (the "Property") and located within one of the Town's certified growth centers; and

**WHEREAS**, the Property consists of a portion of the land which was the subject of the May 21, 1998 DRI subdivision approval granted to Cape Cod Aggregates (TR96020) under the 1996 RPP, and will include an Approval Not Required re-subdivision for a portion of that land; and

**WHEREAS**, on August 16, 2001, the Town of Barnstable Town Council adopted a Medical Services Overlay District Ordinance ("MSOD") which provides that certain healthcare and medical uses are allowed as of right within the MSOD within which the Property is located; and

**WHEREAS**, CCH is a Qualified Applicant, as that term is defined in Chapter D of the Regulations, that has proposed a coordinated, planned phased development on the Property over the next five (5) to twelve (12) years; and

**WHEREAS**, the proposed development will be an ambulatory outpatient medical campus with associated infrastructure, parking, and landscaping in a village-like setting (the "Project"); and

**WHEREAS**, the Commission and CCH wish to accommodate changes in fundraising, technology, and patient needs through project phasing; and

**WHEREAS**, the Act and the RPP support the need to protect unique natural, coastal, scientific, historical, cultural, architectural, archaeological, and recreational values, while promoting the public health, safety and general welfare, maintaining and enhancing sound local and regional economies, and ensuring balanced economic development; and

**WHEREAS**, the RPP encourages improvement of healthcare facilities and services on Cape Cod; and

**WHEREAS**, CCH has recently completed an extensive long range planning process to identify anticipated growth in population and healthcare needs for Cape Cod over the next twenty years in conjunction with master planning efforts at the Hospital, and anticipates that the Project will include the development and offering of ambulatory services such as ambulatory surgery, imaging, women's healthcare, rehabilitation and fitness, medical offices, pre-admission testing, infusion therapy, and oncology (the "Project Services"); and

**WHEREAS**, CCH desires to expand its facilities to fulfill the healthcare needs of the population across Cape Cod, which year-round population continues to grow and age; and

**WHEREAS**, CCH has demonstrated that the current square footage per patient at the Hospital falls short of national and state standards, and the Project will allow the transfer of certain ambulatory medical services and uses from the existing Hospital located in Hyannis to the Property; and

**WHEREAS**, the space vacated within the Hospital will not be filled by additional uses, but will be used to increase the size of already existing departments or areas which are currently undersized or have insufficient space to meet patient needs or accreditation requirements; and

**WHEREAS**, CCH has submitted a Noise and Vibration Evaluation prepared by Cavanaugh Tocci Associates dated August 22, 2002, which concludes that 1) vibrations generated from the adjacent Cape Cod Aggregates operations would be below the thresholds of concern; and 2) a combination earthen berm/noise barrier with a combined height of 35' constructed along the portion of the Property boundaries that abut the Cape Cod Aggregates' land would bring noise levels generated at the Cape Cod Aggregates site and transmitted to the Property into compliance with the Massachusetts Department of Environmental Protection criteria of no more than 10 dBA above pre-existing background noise; and

**WHEREAS**, traffic generated as a result of the Project will impact the area roadways and area intersections, and as a result of these impacts, mitigation will be required concurrently with the redevelopment of the Property; and

**WHEREAS**, the Property is located within three Town Groundwater Protection Overlay Districts, including the Aquifer Protection Overlay District, the Groundwater Protection Overlay District, and the Well Protection Overlay District; and

**WHEREAS**, the Property is also located within both a Wellhead Protection Area/Zone II and a Marine Water Recharge Area to Lewis Bay as designated by the Commission; and

**WHEREAS**, CCH has committed to contract with an off-site vendor to handle the safe collection and removal of mercury-containing fluorescent light tubes used in the Project; and

**WHEREAS**, CCH has provided a Construction Waste Management and Recycling Program, which is attached hereto as Exhibit 14, to be implemented at the Property which utilizes best practices for the handling of solid wastes, recyclables and construction demolition debris generated during the construction phase of the Project; and

**WHEREAS**, CCH has agreed to construct the Project in accordance with the design guidelines attached hereto as Exhibit 10 (the "Design Guidelines") and all Exhibits to this Development Agreement; and

**WHEREAS**, in a letter dated April 12, 2002, the Massachusetts Historical Commission ("MHC") determined that the redevelopment of the Property is unlikely to affect any significant historic or archaeological resources; and

**WHEREAS**, the Property contains little or no vegetation, and does not include any wetlands. The Property is designated a Significant Natural Resources Area due to the presence of a public water supply Wellhead Protection Area; and

**WHEREAS**, Condition NR/OS-5 of the Cape Cod Aggregates DRI decision (#TR96020) requires that thirty percent (30%) of the Property, or 12.17 acres, be permanently protected for open space purposes; and

**WHEREAS**, CCH proposes to meet and exceed its open space requirements by placing a conservation restriction to permanently protect 13.07 acres of upland adjacent to other protected open space surrounding the cranberry bogs located adjacent to the Hospital in the Town of Yarmouth (hereinafter the "Open Space Proposal", and included as Exhibit 6); and

**WHEREAS**, the Open Space Proposal protects both upland and wetland areas, providing significant habitat protection; and

**WHEREAS**, since the area protected by the Open Space Proposal is located in Yarmouth, rather than in the Town in which the Project is proposed, on December 17, 2002, CCH sought and received unanimous support from the Town of Barnstable Conservation Commission (the "Conservation

Commission") which found that the Open Space Proposal would provide added protection to Lewis Bay in Hyannis; and

**WHEREAS**, although the off-site open space proposed is not located in a Significant Natural Resource Area as required by Minimum Performance Standard ("MPS") 2.5.1.3 of the RPP, this inconsistency is appropriate and a necessary improvement to open space protection associated with the Project for the following reasons: 1) protection of on-site open space would provide little benefit to people or wildlife given that the Property is neither adjacent to existing open space (and thus provides little recreational opportunity) nor is it presently providing wildlife habitat, and 2) the publicly accessible off-site open space will protect both wetlands and upland adjacent to other protected open space, and thereby will provide for improved wildlife habitat protection and recreational opportunities to the public, as well as water quality benefits to Lewis Bay; and

**WHEREAS**, CCH has been recognized and awarded for its voluntary participation as a pioneer in supporting the Hospitals for a Healthy Environment as sponsored by the U.S. Environmental Protection Agency, Health Care Without Harm, and the American Nurses Association; and

**WHEREAS**, CCH has indicated that the ability to provide access to ambulatory healthcare prevents hospitalization, reduces lost work days, improves productivity, as well as obviates the necessity of seeking hospitalization outside the main area of residence and, as such, the Project is a benefit to the community; and

**WHEREAS**, CCH will provide professional and paraprofessional job opportunities that provide health and other benefits to its employees, as well as contribute to growth in the health services cluster on Cape Cod; and

**WHEREAS**, through this Development Agreement the Project will provide substantial public benefit in phases for the Town and Cape Cod through the provision of improved healthcare services, growth in the health services cluster, provision of open space with significant and substantial recreational, water quality and wildlife habitat value; and

**WHEREAS**, the Commission held duly noticed public hearings on December 18, 2002 and March 6, 2003 in accord with its Regulations; and

**WHEREAS**, as mitigated through the terms and conditions of this Development Agreement, the Project will be consistent with the RPP (with the exception of providing open space within a Significant Natural Resource Area), the Town's Local Comprehensive Plan and Town zoning; and

**WHEREAS**, in accordance with this Development Agreement, the Commission agrees to limit regulatory review of the development of the Property to consistency with this Development Agreement and the Design Guidelines, and CCH agrees to provide certain mitigation, infrastructure and monetary contributions necessary to meet the requirements of the RPP and support the Property concurrent with such development; and

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

CCH and the Commission agree that development constructed consistent with the terms and conditions of this Development Agreement, and in compliance therewith, shall not be subject to review as a Development of Regional Impact pursuant to Sections 12 and 13 of the Cape Cod Commission Act.

**I. General**

G1. The Project shall be constructed consistent with the following terms and conditions and with all documents and plans contained herein as Exhibits 1 through 16, which are incorporated herein by reference.

G2. This Development Agreement may be modified pursuant to Section 8 of Chapter D of the Regulations. The Project shall be limited to a maximum of 263,100 square feet of gross floor area. Proposals for square footage in excess of that approved by this Development Agreement shall be reviewed as a DRI or new Development Agreement to ensure proper planning and mitigation of impacts in accordance with the goals of the Town of Barnstable.

G3. The definitions contained in the Act and the 1996 RPP shall apply to this agreement. In addition, the following definitions shall apply:

*Hazardous Materials:* any chemical; combustible liquid; compressed gas; explosive; flammable aerosol, gas, liquid or solid; hazardous chemical; health hazard; mixture containing any materials listed here; organic peroxide; oxidizer; physical hazard; pyrophoric; unstable (reactive) or water reactive material, as defined under Title 29 of the Code of Federal Regulations, Section 1910.1200 (c) and any other chemical, material or substance identified by the Cape Cod Commission as hazardous based on available scientific evidence. This includes, but is not limited to, petroleum products, solvents, paint and pesticides. Hazardous Materials do not include Hazardous Wastes, tobacco products, wood products, foods, drugs, alcoholic beverages or cosmetics.

*Hazardous Waste:* any waste material as defined in the Massachusetts Hazardous Waste Regulations, 310 CMR 30.00, as amended.

*Occupant:* Any tenant, lessee, sublessee, person or any entity occupying or in possession of any building or any portion thereof within the Property.

*Radioactive Materials:* any solid, liquid or gas which emits radiation spontaneously.

*Radioactive Waste:* any waste regulated by the Atomic Energy Act of 1954, as amended or the Low-level Radioactive Waste Policy Act, as amended.

*Zone II:* The Zone of Contribution to the Barnstable Fire District and Barnstable Water District Wells as defined by, and as amended or modified by, the Massachusetts Department of Environmental Protection under 310 CMR 22.02

G4. Prior to issuance of a building permit for any building(s), CCH shall obtain a preliminary Certificate of Compliance from the Commission confirming that all terms, conditions and provisions of the Development Agreement to allow for commencement of construction of that building or buildings have been satisfied or completed.

Prior to the issuance of a Certificate of Occupancy from the Town for any building(s), CCH shall obtain a partial Certificate of Compliance from the Cape Cod Commission for such building(s).

A final Certificate of Compliance will be issued by the Commission upon the full completion of the Project, so long as it complies with the conditions and terms of this Development Agreement.

G5. All tenants, lessees, sublessees, persons, owners, or any entity occupying or in possession of any building or any portion thereof on the Property shall be in compliance with the Massachusetts State Implementation Plan and the Department of Environmental Protection's (DEPs) Air Pollution Control Regulations, 310 CMR 7.00 et. seq., to the extent possible.

G6. The term of this Development Agreement shall be twelve (12) years, during which time CCH or its successors may develop the Property in accordance with the terms and conditions of this Development Agreement. Notwithstanding the foregoing, any and all restrictions shall run with the Property and shall apply to all development within the Property including without limitation, new construction, additions, accessory buildings, alterations, changes in use and modifications.

G7. CCH shall comply with all applicable state and local permitting requirements.

G8. CCH shall be responsible for recording this Development Agreement at the Barnstable County Registry of Deeds and shall provide the Commission with a copy of this Development Agreement bearing the recording information within ten (10) days of the execution of this Development Agreement. The burdens of the Development Agreement shall be binding upon, and the benefits shall inure to, all successors in interest to the Parties herein.

G9. At the time construction of any building(s) is proposed, CCH shall provide the Commission with a report on the status of the Project. Such report shall include a description of project phasing and a table of square footage previously built, square footage currently occupied, and the number of parking spaces constructed. The report shall also include consistency with the terms and/or conditions of this Development Agreement relating to hazardous materials and wastes, traffic mitigation, trip reduction program implementation, economic development, noise attenuation, solid waste,



stormwater basin maintenance, and landscaping and revegetation, at a minimum.

G10. Prior to the issuance of a partial Certificate of Compliance for any building(s), CCH shall provide a written report to the Commission describing such infill or reuse of vacated space at the Hospital created by the transfer of services to the Property.

G11. If CCH breaches any terms and/or conditions of this Development Agreement, representatives of the Commission and CCH shall, as soon as reasonably practicable, meet to discuss the reasons for the breach of the Development Agreement in an attempt to avoid termination. If, in the Commission's reasonable judgement, the dispute cannot be resolved, the Commission shall send written notice to CCH. Upon receipt of the written notice, CCH shall have sixty (60) days to cure such breach, or to provide evidence that CCH is acting in good faith to attempt to cure the breach. If CCH fails to so cure, the Commission may vote to send written notice to CCH that the Development Agreement is terminated and that all further development work shall be reviewed as a DRI in accordance with the Act and the RPP in effect at that time. The Commission shall also consider alternative dispute mechanisms after consultation with CCH.

G12. The Commission, CCH and their successors or assigns may file an action for equitable relief in Barnstable Superior Court to enforce the terms and conditions of this Development Agreement.

G13. This Development Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts.

## **II. Transportation**

T1. As stated in the Traffic Impact and Access Study prepared by Vanasse Hangen Brustlin, Inc. dated October 2002, (hereinafter the "Traffic Impact and Access Study"), the proposed Project is expected to generate 4,660 new vehicle trips on an average weekday (2,330 in/2,330 out). The expected net increase in traffic from the Project, after allowing for the 20% trip reduction as described in T2, is as follows:

Average weekday	3,728 trips
Average morning peak hour	228 trips
Average evening peak hour	216 trips
Average Saturday	1,471 trips
Average Saturday peak hour	102 trips

Based on the trip generation and trip distribution information provided by CCH in the Traffic Impact and Access Study, sixteen (16) regional intersections and thirteen (13) regional links were identified and analyzed in accordance with the RPP. The appropriate regional intersections and regional links are included in the Traffic Impact and Access Study.

T2. Based on the increase in average daily traffic of 4,660 trips per day, the trip reduction requirement for the Project is 932 daily vehicle trips. To partially address the Project's trip reduction requirements (MPS 4.1.2.1) and prior to receiving a partial Certificate of Compliance for the first building, CCH agrees to implement and maintain an employee based trip reduction program..

The Traffic Impact and Access Study states that the trip reduction measures will remove 128 trips per day (approximately 20% of employee trips) from the roadway system. This plan includes the following ridesharing, transit, bicyclists and pedestrian measures:

1. Assemble information regarding carpooling and its benefits to be distributed to new employees of CCH.
2. Designate the employee area where car-pool information will be posted.
3. In the case of an emergency for registered ridesharers, CCH shall provide a guaranteed ride home program via a local taxi service.
4. Designate two preferential parking spaces for employees that carpool.
5. Provide an incentive each day for each employee who commutes to work using alternative methods that reduce automotive trips such as bicycling, walking, carpooling or transit.
6. Provide secure bicycle storage areas to accommodate up to 40 bicycles for both employees and patrons within the Project.
7. Provide on-site services to decrease employee midday trip making. The on site services shall include a lunchroom, microwave, and refrigerator, and may also include an ATM, and a food court or similar services.
8. Provide a transportation coordinator and an on-site designee. The transportation coordinator shall be responsible for insuring that the complete rideshare program, including ridesharing, accommodating work shifts, promotions, incentives, preferential parking, and the guaranteed ride home program is consistently promoted and provided.
9. Provide an on-site bus/trolley stop.
10. Provide subsidized transit fares and purchase multi-ride discount passes, good for 20 rides per month, for interested employees.

CCH shall donate approximately 2.1 acres of vacant, developable land off Kidd's Hill Road, as shown on a plan entitled Hadaway Ambulatory Campus TDM Parcel prepared by Vanasse Hangen Brustlin, Inc. and dated 12/4/02 (the "TDM Parcel"), in excess of open space requirements, to a conservation land trust or the Town of Barnstable to be used solely and in perpetuity for conservation purposes in order to meet the remaining trip reduction requirements. The donation of vacant, developable land in excess of open space requirements as an offset to the trip reduction requirements of the Regional Policy Plan is allowable under Other Development Review Policy

4.1.3.2 of the RPP. Based on the proponent's traffic engineer calculations, the trip generation for the vacant developable land is 804 Average Daily Trips (ADT). The required trip reduction to comply with MPS 4.1.2.1 of the RPP is 932 ADT. Therefore, the traffic credit associated with the TDM parcel together with the trip reduction program measures to be implemented as described in Condition T2 meet MPS 4.1.2.1 requirements based upon full build out. Prior to issuance of a partial Certificate of Compliance for the first building, CCH shall donate the TDM parcel to the Town and shall submit proof that the deed has been recorded with the Barnstable County Registry of Deeds. The draft form of the deed of the TDM Parcel is attached hereto as Exhibit 8. The form and content of the deed shall be approved by Cape Cod Commission staff prior to recording. CCH may seek a modification of this Development Agreement in accordance with Section G2 hereof to allow for consideration of the payment by CCH of cash payments to meet the foregoing trip reduction requirements in lieu of the donation of the TDM parcel.

T3. The RPP states "Regardless of project size or traffic generation, there shall be no degradation in public safety as a result of a Development of Regional Impact."

For the purposes of the transportation safety mitigation only, it is agreed that the development of the Project shall be divided into three (3) phases as follows: an initial phase of up to 86,666 square feet of gross floor area ("Phase 1"), a second phase of up to 86,666 square feet of gross floor area, for a cumulative building area of 173,332 square feet ("Phase 2"), and a third and final phase of up to 89,768 square feet of gross floor area, for a total building area of up to 263,100 square feet ("Phase 3"). Analysis of the roadway and traffic impacts using this phased approach will ensure appropriate safety mitigation as each phase is constructed.

CCH has identified two high crash locations impacted by the Project under Phase 1 of development. These high crash locations include the Route 6/Route 132 westbound ramps, and Route 6/Route 132 eastbound ramps/Kidd's Hill Road.

At such time as CCH develops additional square footage beyond the amount estimated for Phase 1 (86,666 SF), the following high crash intersections will be impacted above RPP thresholds: Phase 2 - Route 132 and Phinney's Lane; Phase 3 - Route 28 at Route 132, Route 28 at Yarmouth Road, and Route 132 at Independence Drive. The mitigation will depend upon whether or not other proposed intersection improvements currently contemplated by the Town, the Commonwealth of Massachusetts or other project proponents in the area are implemented. Accordingly, it is agreed that the Phase 2 and Phase 3 improvements will only be necessary in the event that the anticipated safety improvements by third parties have not occurred.

T4. CCH agrees to implement the following safety improvements in conformance with Section 4.1.1.7 of the RPP based upon the anticipated phased development:

Phase 1: Prior to receiving a partial Certificate of Compliance for any

construction up to 86,666 SF of development:

(a) CCH shall install an emergency vehicle pre-emption system (such as Opticom®) at the existing Route 132/Route 6 west ramps signalized intersection.

(b) CCH shall provide the Town with funding in the amount of \$20,000 to assist in the further study of the intersections of Shoot Flying Hill Road and Huckins Neck Road to Route 132, which studies have been requested by the Massachusetts Highway Department and are presently being finalized by EarthTech.

Phase 2: Prior to receiving a partial Certificate of Compliance for any building between 86,667 SF and up to 173,332 SF of development, CCH shall implement the "Conceptual Improvement Plan Route 132 at Phinney's Lane" by Vanasse & Associates, Inc., dated 8/01/02, unless same has been implemented pursuant to Condition T3.

Phase 3: Prior to receiving a partial Certificate of Compliance for any building between 173,333 SF and 263,100 SF of development, the following safety mitigation measures shall be implemented.

a) Route 28 at Route 132 (the Airport Rotary) – as an offset to safety impacts at the Airport Rotary, CCH shall prepare conceptual safety improvement plans showing a raised median for a segment of Route 132 between Independence Drive and Bearses Way.

b) Route 28 at Yarmouth Road – CCH shall install pedestrian signal equipment to accommodate a separate pedestrian phase in the signal timing at this location.

c) Route 132 at Independence Drive – CCH shall implement the "Conceptual Improvement Plan Route 132 and Independence Drive" by Vanasse & Associates, Inc., dated 7/03/01 last revised 9/13/01, unless the same have been implemented pursuant to Condition T3.

T5. CCH has compiled and submitted to the Commission a fair share cost analysis pursuant to MPS 4.1.3.4 of the RPP and Technical Bulletin 96-003, Part 2 – Fair Share Overview and Methodology Guidelines. The Project, at full build-out, must mitigate 228 weekday, morning vehicle trips to comply with MPS 4.1.1.1 of the RPP. The fair share cost to offset 228 weekday morning peak trips has been calculated at \$268,910.00. It is agreed that CCH may utilize traffic mitigation credits up to \$300,690.00 assigned by Cape Cod Aggregates to CCH towards the fair share contribution funding. These mitigation credits are available pursuant to Condition TRANS-2 of the Cape Cod Aggregates DRI Decision dated May 21, 1998 (TR#96020), a copy of which is attached as Exhibit 16.

Prior to receiving a partial Certificate of Compliance for the first building, CCH shall apply \$268,910 of the existing traffic mitigation credits to address the requirements of MPS 4.1.1.1 of the RPP.

T6. In addition to the safety and congestion related improvements summarized in Conditions T4 and T5, CCH is also committed to providing additional mitigation measures to the Town prior to the commencement of the construction of Phase 3. Specifically, the proponent will prepare design plans and construction specifications for an approximately 2,800 foot segment of Kidd's Hill Road to the north of the Property. The plans will involve the realignment of various sections of this roadway between Phinney's Lane and Merchant's Way. The plans will be prepared in accordance with Town design standards and will include necessary local environmental permitting, if any.

### **III. Water Resources**

WR1. All wastewater from the site shall be pumped to and treated at the Town of Barnstable, Hyannis, municipal wastewater treatment facility.

WR2. In accordance with the methodology of the Commission Technical Bulletin 91-001, it is estimated that after treatment from the municipal treatment facility, the nitrogen load generated by the Project at full buildout will be approximately 1.8 ppm, which is lower than the 5 ppm standard in the RPP. This concentration translates into a nitrogen load to Lewis Bay of approximately 255 kilograms per year.

WR3. In accordance with MPS 2.1.1.2.C.1 of the RPP and the Project's estimated wastewater flow, prior to the issuance of a partial Certificate of Compliance for the first building, CCH shall contribute a one-time payment of \$3,750 payable to the Barnstable County Treasurer which shall be used to assist in the funding of a flushing study of Lewis Bay.

WR4. Storm water infrastructure shall be designed in accordance with the Preliminary Grading and Drainage Plan attached hereto as Exhibit 3, and constructed to adequately infiltrate runoff based on a 100 year storm event. The stormwater design and maintenance plan shall be approved as part of the Design Review Procedure, attached hereto as Exhibit 11. The storm water maintenance plan is attached as Exhibit 15 and shall be implemented by CCH.

### **IV. Hazardous Materials/Wastes**

HM1. The quantities of Hazardous Materials for the Project shall be limited to the use, treatment, and/or storage of household quantities (as is defined in the 1996 RPP) which is 25 gallons or the dry weight equivalent or less on site at any time. Changes to the amount of Hazardous Materials used, treated; or stored by the Project shall be reported to the Cape Cod Commission consistent with Condition G9.

The Project shall not use or store Radioactive Materials on site. CCH shall report to the Commission any intention to use, handle or store Radioactive Material. CCH shall have the right to request a modification of this Agreement consistent with Condition G2 regarding the possibility of using or storing Radioactive Materials on site.

HM2. The Project shall be limited to generation, treatment, and/or storage of Hazardous Waste not to exceed the Very Small Quantity Generator level as

defined by the 1996 Regional Policy Plan and 310 CMR 30.000. The Project shall be limited to a Small Quantity Handler of Universal Waste as defined by 310 CMR 30.000.

HM3. The 500 gallon double walled diesel tank fuel source for the backup emergency generator for the Project shall be located in the approximate location noted on the Preliminary Development Plan attached hereto as Exhibit 2, toward the northern portion of the Property in the AP Zone, and outside of the two Wellhead Protection Areas shown on the plan.

HM4. Prior to the issuance of a partial Certificate of Compliance, CCH or its designee shall submit evidence to Commission staff that contracts have been executed to handle the Project's medical and bio-hazard waste, as well as to handle and transport fluorescent light tubes used within any building on the Property.

HM5. CCH shall implement the applicable provisions of its Hazardous Materials and Waste Management Program (APPS No. S-1J) as well as its Mercury Spills Protocol (APPS S-1N), hereinafter the "Program and Protocol" (Exhibit 9) throughout the life of the Project. This Program and Protocol may be updated by CCH from time to time. Consistent with Condition G9, CCH shall report to the Commission any change to the Program and Protocol that would affect training in the elements of the Program and Protocol, any changes to the Program and Protocol that result in Hazardous Materials in excess of the amount allowed under HM1 being handled on site, any change to or addition of new procedures that are included in the Program and Protocol to address new Hazardous Materials or Wastes, or similar material changes or updates to the Program and Protocol. A copy of the revised documents shall be provided to Commission staff.

#### **V. Solid Waste Management**

SW1. Prior to issuance of a preliminary Certificate of Compliance for each building(s), CCH shall submit a list of the proposed primary building and construction materials, together with a management plan detailing how construction wastes will be recycled or disposed of, and indicating whether any wastes will be deposited on a landfill on Cape Cod. These materials shall be managed in accordance with the Construction Waste Management and Recycling Program attached hereto as Exhibit 14:

SW2. Prior to issuance of a preliminary Certificate of Compliance for each building(s), CCH or its designee shall submit to the Commission, in accordance with Exhibit 11, a plan of the proposed building which provides for adequate space for the storage, processing and handling of recyclable materials, including without limitation, cardboard and office paper.

SW3. Prior to the issuance of the final Certificate of Compliance, Commission staff shall complete an inspection of the Project to ensure that adequate recycling vessels for the recycling of cardboard have been installed in all buildings that generate significant quantities of cardboard.

## **VI. Community Character**

CC1. The Commission and CCH have agreed upon certain design guidelines entitled "Hadaway Road Medical Community Hyannis, Massachusetts" dated January 14, 2003 (the "Design Guidelines", attached hereto as Exhibit 10) for the Project to address issues such as site and building layout, massing, scale, building materials and design, lighting, parking lot design, landscaping, and pedestrian and vehicular circulation to guide development on the Property consistent with the RPP minimum performance standards.

All proposed buildings, structures, infrastructure and landscaping and sitework shall conform with the specifications and standards set forth in the Design Guidelines, as well as the following site development plans and landscape plans: CC Hospital Site Sketch Plan dated 4/29/02 (Exhibit 1); Preliminary Development Plan C1 dated June 10, 2002, last revised 1/10/03 (Exhibit 2); Preliminary Grading & Drainage Plan C-2 dated June 10, 2002, last revised 12/06/02 (Exhibit 3); Preliminary Grading & Drainage Details dated 12/06/02 (Exhibit 4); Planting Plan Concept L 1.00 dated 11/08/02 (Exhibit 5); Retention Ponds @ Intersection L 2.00A dated 1/13/03, revised 1/30/03 (Exhibit 5); Prototype Building Landscape Plan L 3.00 dated 12/09/02 (Exhibit 5); and Site Details - Planting L 4.00 dated 12/09/02 (Exhibit 5).

CC2. If CCH proposes a building design that substantially deviates from the design parameters enumerated in the Design Guidelines, a modification request shall be submitted to the Commission for review as a modification pursuant to Section 8 of Chapter D of the Regulations to ensure that the Project is in compliance with the minimum performance standards in the Community Character section of the RPP.

CC3. CCH and the Commission have agreed upon a design review procedure for all proposed development to ensure that the Property is developed in accordance with the approved Design Guidelines, site development plans and landscape plans, which procedure is set forth in Exhibit 11 (the "Design Review Procedure").

CCH or its designee shall complete the Design Review Procedure prior to receiving a preliminary Certificate of Compliance from the Commission for each building(s).

CC4. The parties agree that Hadaway Road is a regional road, and therefore all development should be designed to limit views of large expanses of parking from Hadaway Road throughout the various phases of the Project's construction consistent with this Agreement. The southernmost and easternmost landscape buffers as shown on Plan L2.00A by Strata Design Associates, Inc. dated 1/13/03, revised 1/30/03, are sufficient to adequately screen the Project from regional views from Hadaway Road.

CC5. Prior to issuance of a preliminary Certificate of Compliance for each building, CCH shall submit a draft landscape maintenance agreement for approval by Commission staff for that building or buildings. CCH shall provide a fully executed landscape maintenance contract for landscaping associated with each building(s) at the time of planting and prior to the

issuance of a partial Certificate of Compliance for that building or buildings. The length of the contract shall be for five full growing seasons for each building(s). Amendments of an existing maintenance contract to incorporate subsequent building(s) may be allowed. The contract shall include irrigation, pruning, guying, mulching, pest management, fertilizing, erosion repair, lawn maintenance, and replacement of dead vegetation, including grass, trees and shrubs.

CC6. Prior to the issuance of each preliminary Certificate of Compliance, detailed landscape plans shall be submitted for Design Review Board review and shall be approved in accordance with the Design Review Procedure. This shall include construction and planting of project buffers, outlying areas and the earthen berm along the Cape Cod Aggregates property line, as well as landscaping within the building and parking envelopes, as outlined in Exhibit 11.

CC7. Prior to issuance of the first partial Certificate of Compliance, the southern buffer and a portion of the eastern buffer adjacent to Hadaway Road shall be landscaped consistent with Landscape Plans L1.00 and L2.00A in Exhibit 5 and the highlighted plan L1.00 in Exhibit 11.

CC8. Plant materials approved by this Development Agreement may be substituted with prior written approval of Commission staff or the Design Review Board.

CC9. If all required exterior lighting, site work, irrigation, and/or other landscape improvements are not complete at the time that a partial Certificate of Compliance for each building is sought from the Commission, any work which is incomplete shall be subject to an escrow agreement of form and content satisfactory to Commission counsel. The amount of the escrow agreement shall equal 150% of the cost to complete that portion of the incomplete work, including labor and materials, with the amount approved by Commission staff. The escrow agreement may allow for partial release of escrow funds upon partial completion of work. The escrow agreement shall be payable to Barnstable County with the work approved by Commission staff prior to release of the escrow funds. Unexpended escrow funds shall be returned to CCH, with interest, upon completion of the required work.

All site and landscape work shall be completed prior to issuance of a final Certificate of Compliance, or within six years of the date of the issuance of the first preliminary Certificate of Compliance. In the event that the land area within the building and/or parking envelopes is not developed at the end of said six years, it shall be temporarily or permanently landscaped within six years.

CC10. Prior to issuance of a preliminary Certificate of Compliance by the Commission for each building, CCH shall submit an "as to be installed" exterior lighting plan. This plan shall be used in connection with Condition CC11 below, and shall conform to the standards and information submission requirements of the Commission's Technical Bulletin on Exterior Lighting,



No. 95-001, including, if necessary, submission of a revised point-to-point foot-candle plan.

CC11. Prior to issuance of a partial Certificate of Compliance from the Commission for each building, in-the-field verification of light levels shall be conducted by Commission staff to verify conformance with the requirements of the Technical Bulletin 95-001 and MPS 6.2.7 of the RPP. This shall also include verification that installed signage is in conformance with Condition CC12, below.

CC12. All signage must be consistent with the Guidelines for Exterior Signs document prepared by Baldwin Design attached hereto as Exhibit 13 as well as with Technical Bulletin 95-001. Detailed signage plans shall be submitted for approval as part of the Design Review Procedure prior to the issuance of a preliminary Certificate of Compliance. The installation of billboards, off-site advertising (excepting approved directional signs) and internally lit or flashing signs shall be prohibited. In addition, any pylon or free-standing signs shall be down-lit in conformance with Technical Bulletin 95-001.

#### **VII. Natural Resources and Open Space**

OS1. CCH shall deliver to the Commission a conservation restriction consistent with Massachusetts General Laws Chapter 184, § 31 – 33 and accompanying plan to be approved by Commission counsel and recorded at the Registry of Deeds or Registry District of the Land Court, which provides that 13.07 acres of upland surrounding the cranberry bogs located immediately adjacent to the Hyannis/Yarmouth campus of the Hospital shown on the plan entitled "Sketch Plan Showing Proposed Conservation Restriction on Land in West Yarmouth, MA" prepared by Down Cape Engineering, Inc., and a draft of which is attached hereto as Exhibit 6, shall be preserved as permanent open space. The form and content of the Conservation Restriction shall be approved by Cape Cod Commission staff prior to recording. The Yarmouth Conservation Trust has agreed to hold the conservation restriction. Prior to issuance of a preliminary Certificate of Compliance for the first building, CCH shall provide the Commission and the Conservation Commissions of the Towns of Barnstable and Yarmouth with a draft conservation restriction and plan consistent with Massachusetts General Laws, Chapter 184, Sections 31-33 for review and approval by the bodies' respective counsel. The restriction and site plan shall be executed and recorded and proof of recording shall be provided to the Commission prior to the receipt of the first partial Certificate of Compliance.

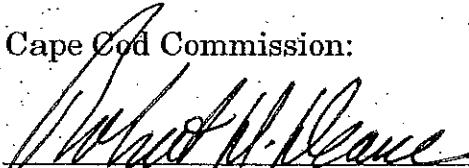
#### **VIII. Economic Development**

ED1. Within one year of the receipt of a partial Certificate of Compliance for the construction of each building(s), CCH shall provide the Commission with a written report summarizing the total number of jobs created at the project site, the range of salaries of the jobs, the educational and economic opportunities provided to employees working on the Property, the total cost of construction and a list of the Cape Cod contractors and subcontractors utilized for construction of the facilities within the Project. CCH shall, to the

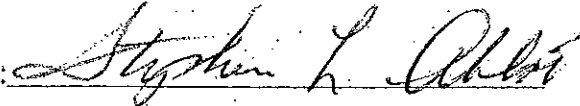
greatest extent feasible, make bidding information for the Project's construction available to local contractors and subcontractors and shall provide CCH's methodology to the Commission. The report shall also include the number of new professional, paraprofessional, and support personnel jobs created within the Project, their salary ranges and how many Cape Cod residents obtained those jobs.

Signed this 5<sup>th</sup> day of June, 2003.

Cape Cod Commission:

  
Robert Deane, Chairman

Cape Cod Healthcare, Inc.


By: 

Its: President + CEO

**Commonwealth of Massachusetts**

**Barnstable, ss.**

On this 5<sup>th</sup> day of June, 2003, before me personally appeared Robert Deane, Chairman, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of the Cape Cod Commission.

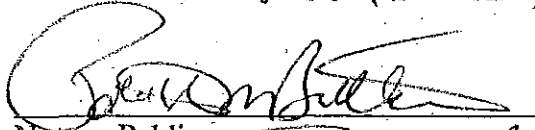
  
Notary Public Patricia M. Butler  
Commonwealth of Massachusetts

My Commission expires: 10-21-05

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 5<sup>th</sup> day of June, 2003, before me personally appeared Stephen L. Abbott, Pastor, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed of sale of real estate, to-wit:

  
Notary Public Patrick M. Butler  
Commonwealth of Massachusetts

My Commission expires: 10-21-05

## **EXHIBIT 11**

### **DESIGN REVIEW PROCEDURE**

#### **1.1 Introduction**

The Development Agreement entered into between the Cape Cod Commission ("CCC") and Cape Cod Healthcare, Inc. ("CCHC") provides certain guidelines to address issues such as site and building layout, massing, scale, building materials, lighting, parking lot design, landscaping and signage. As noted on the Preliminary Development Plan attached as Exhibit 2, certain areas within the project site have been designated as proposed utility corridors, building envelopes, parking envelopes, landscaping areas and storm water retention areas. Further, the Design Review Guidelines set forth in Exhibit 10 provide criteria information concerning design principals, landscaping and site improvements, architectural design and site development. The Development Agreement as a whole is intended to address regional issues and to provide for compliance with the Regional Policy Plan of the Cape Cod Commission.

It is the purpose of this Design Review Procedure to allow for submission by CCHC of specific development plans to the property in conformance with the terms and conditions of this Development Agreement and to allow for coordinated review of those submissions by the Cape Cod Commission and the Town of Barnstable.

CCHC or a developer, builder or project architect associated with development of the site (hereinafter referred to collectively as the "Applicant") must submit architectural drawings and development plans for approval by the Design Review Board. The intent of the review and approval process is to insure that the designs and intended uses meet the standards of the Design Guidelines and are compatible with the overall concept and design quality of the project.

#### **2.1 Design Review Board**

The Design Review Board shall consist of the Director of Planning for the Town of Barnstable, the Barnstable Building Commissioner, and such members of the Barnstable Site Plan Review Committee as shall be selected on an ad hoc basis by either the Director of Planning or the Building Commissioner. The Design Review Board shall also consist of a Staff representative(s) of the Cape Cod Commission as shall be designated by either the Executive Director or Deputy Executive Director of the Cape Cod Commission. The goal of the Design Review Board is to review and evaluate development proposals for their consistency with the Design Guidelines, the Development Agreement and local regulations of the Town of Barnstable.

#### **3.1 Process and Scheduling**

Prior to submission of plans to the Design Review Board, the Applicant shall schedule a meeting with the Town Planner, the Building Commissioner and a representative of the Staff of

the Cape Cod Commission to discuss specific development proposal and the approval process pursuant to this exhibit.

#### **4.1 Preliminary Review Submissions**

Four (4) complete sets of drawings of the following preliminary review submission materials shall be required for the preliminary review. One set of the materials shall be submitted to each of the following entities: (1) The Cape Cod Commission, (2) the Barnstable Director of Planning, (3) the Barnstable Building Commissioner; and (4) the Barnstable Site Plan Review Committee. The Design Review Board may request such additional copies and additional materials as it may reasonably require. These materials will be reviewed for technical adherence to the Design Guidelines and for overall character and design quality.

1. Certified topographic and boundary survey in one foot contour intervals, showing site features and vegetations.
2. Preliminary site plan with north arrow and scale showing building placement, required set backs, structures, walk lighting, parking, fences/screening, drainage and landscaping.
3. Preliminary grading and drainage plan showing the storm-water retention basins in accordance with Exhibits 2, 3 and 4 of the Development Agreement.
4. Preliminary floor plans (which show adequate space for the storage of recyclable materials), roof plan, building elevation and sections through public spaces at exterior walls.
5. Building material boards indicating doors, windows, exterior wall materials and lighting.
6. Calculation of on site landscaping implementation in accordance with Section 6.1 below.
7. Overall site landscaping plan in conformance with Section 6.1.

The Design Review Board shall have thirty (30) calendar days during which to review the submission for preliminary review (the "Preliminary Review Period"). The Preliminary Review Period may be extended by written mutual agreement between the Applicant and the Design Review Board. The Applicant shall cooperate with the Design Review Board in providing any additional materials which the Design Review Board may reasonably require. Prior to the expiration of the Preliminary Review Period, the Design Review Board shall submit one set of written comments to the Applicant indicating whether the Preliminary Review Submission is in compliance with the Development Agreement and the exhibits attached thereto. If changes are required to bring the proposal in conformance with the Development Agreement, then the written report shall specify in detail the requisite changes.

To the extent the preliminary review submission is in conformance with the Development Agreement and the Design Review Guidelines, the preliminary review submission shall be approved.

### **5.1 Final Review Requirements**

Upon approval of the preliminary review submission by the Design Review Board, the Applicant shall submit four (4) complete sets of the final construction documents for all improvements to the Design Review Board for review and final approval. The plans shall be distributed as provided for in Section 4.1 herein. These documents shall include the following:

1. Site Plan prepared in conformance with Section 4.7 of the Barnstable Zoning Ordinances, including all utilities, set backs, topography, location of all fencing/screening materials, parking, and location of all mechanical equipment and terracing.
2. Final grading plan that includes finished floor elevations, roof overhangs, spot elevations, existing and proposed grades.
3. Final drainage plan delineating storm-water retention basins in accordance with Exhibits 2, 3, and 4 of the Development Agreement.
4. Floor plans, which should include adequate space for the storage of recyclable materials.
5. Exterior elevations and perspective sketches.
6. Building sections.
7. Roof plans.
8. Construction specifications.
9. Exterior materials and color selection.
10. Exterior lighting selection.
11. Landscape plan indicating new vegetation identified by botanical and common name, size and quantity.
12. Site lighting map with photometric plan.
13. Landscape materials plan to indicate fence materials, walks, fences, furnishings and paving materials.

The Design Review Board shall have thirty (30) calendar days during which to review the submission for final approval (the "Final Approval Period"). The Final Approval Period

may be extended by mutual written agreement by and between the Applicant and Design Review Board. The Applicant shall work with the Design Review Board and provide additional materials as requested and required to review the proposal. By the end of the Final Approval Period, the Design Review Board shall determine if the proposal complies with the Development Agreement and the Design Guidelines. To the extent that the proposal complies, the Design Review Board shall issue a written report confirming compliance with the Development Agreement and the exhibits attached thereto, and shall approve the Final Review Submission subject to final site plan approval by the Town of Barnstable Site Plan Review Committee pursuant to Section 4-7 of the Barnstable Zoning Ordinances.

#### **6.1 Landscaping and Interim Berming**

CCHC may, pending submission of a preliminary review submission, contour and grade the property so as to provide temporary berming to allow for continued storage of Cape Cod Aggregates material on the northern portion of the site. At the time of the submission of the first preliminary review submission, the Applicant shall delineate the manner in which the temporary berming will be implemented and/or continued during the further development of the property.

At the time of submission of preliminary review materials, the Applicant shall submit an overall site landscaping plan delineating that portion of the landscape planting plan attached to the Development Agreement as Exhibit 5 to be completed in conjunction with the proposed development. At a minimum, the following standards shall apply to all overall site landscaping:

- a) In addition to landscaping associated with the proposed project within the Building Envelope Area, the Applicant shall implement the overall site landscaping at the ratio of five (5%) percent for each 15,000 square feet of gross floor area.
- b) Prior to the occupancy of any building associated with the Development Agreement, the Applicant shall complete the buffer landscaping shown on the landscape plan attached hereto along the southern and easterly portions of the project site and highlighted in yellow. Such landscaping shall be credited to the percentage required under 6.1(a).
- c) All overall site landscaping shall be completed in conformance with the plan no later than six (6) years following implementation of the Development Agreement.

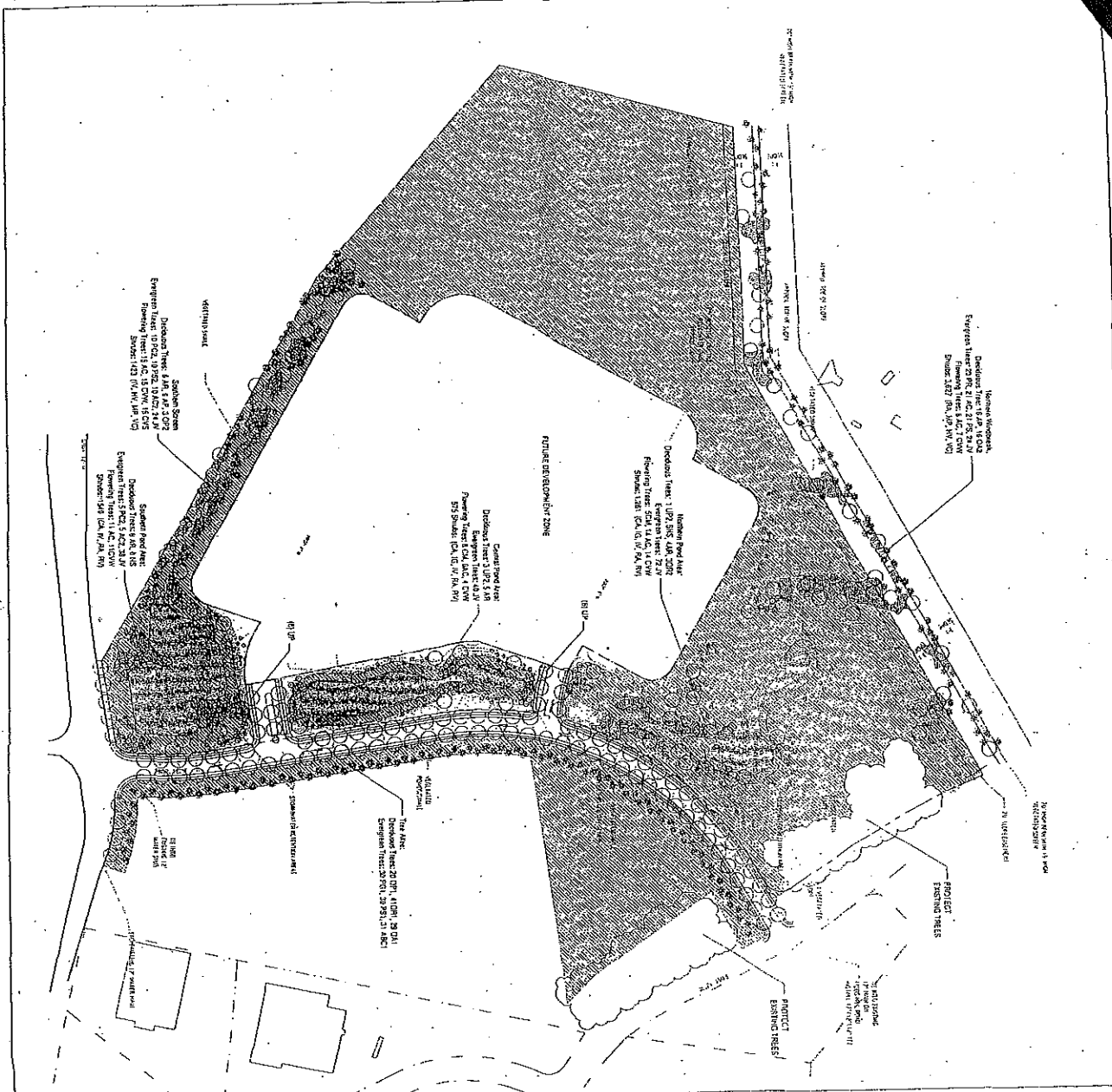
#### **7.1 Design Modification**

It is understood that the intent of the Development Agreement is to provide flexibility in the timing and nature of the future use and development of the property. To the extent a preliminary review submission substantially deviates from the Design Guidelines or the terms and conditions of the Development Agreement, the Applicant shall submit a request for

modification to the Cape Cod Commission Staff, with copies to the Director of Planning and Building Commission for the Town of Barnstable. Such modifications shall be dealt with by the Cape Cod Commission in the same format as DRI modifications (i.e., Minor No. 1, Minor No. 2 and/or Major Modification). The Design Review Board shall make a recommendation to the CCC regarding such modifications.

1170981.1





NO.	DATE	DESCRIPTION	BY	SCALE	REVISIONS
1	10/20/10	PRELIMINARY	AS	1" = 100'	
2	11/15/10	REVISED	AS	1" = 100'	
3	12/10/10	REVISED	AS	1" = 100'	
4	01/15/11	REVISED	AS	1" = 100'	
5	02/10/11	REVISED	AS	1" = 100'	
6	03/10/11	REVISED	AS	1" = 100'	
7	04/10/11	REVISED	AS	1" = 100'	
8	05/10/11	REVISED	AS	1" = 100'	
9	06/10/11	REVISED	AS	1" = 100'	
10	07/10/11	REVISED	AS	1" = 100'	
11	08/10/11	REVISED	AS	1" = 100'	
12	09/10/11	REVISED	AS	1" = 100'	
13	10/10/11	REVISED	AS	1" = 100'	
14	11/10/11	REVISED	AS	1" = 100'	
15	12/10/11	REVISED	AS	1" = 100'	
16	01/10/12	REVISED	AS	1" = 100'	
17	02/10/12	REVISED	AS	1" = 100'	
18	03/10/12	REVISED	AS	1" = 100'	
19	04/10/12	REVISED	AS	1" = 100'	
20	05/10/12	REVISED	AS	1" = 100'	
21	06/10/12	REVISED	AS	1" = 100'	
22	07/10/12	REVISED	AS	1" = 100'	
23	08/10/12	REVISED	AS	1" = 100'	
24	09/10/12	REVISED	AS	1" = 100'	
25	10/10/12	REVISED	AS	1" = 100'	
26	11/10/12	REVISED	AS	1" = 100'	
27	12/10/12	REVISED	AS	1" = 100'	
28	01/10/13	REVISED	AS	1" = 100'	
29	02/10/13	REVISED	AS	1" = 100'	
30	03/10/13	REVISED	AS	1" = 100'	
31	04/10/13	REVISED	AS	1" = 100'	
32	05/10/13	REVISED	AS	1" = 100'	
33	06/10/13	REVISED	AS	1" = 100'	
34	07/10/13	REVISED	AS	1" = 100'	
35	08/10/13	REVISED	AS	1" = 100'	
36	09/10/13	REVISED	AS	1" = 100'	
37	10/10/13	REVISED	AS	1" = 100'	
38	11/10/13	REVISED	AS	1" = 100'	
39	12/10/13	REVISED	AS	1" = 100'	
40	01/10/14	REVISED	AS	1" = 100'	
41	02/10/14	REVISED	AS	1" = 100'	
42	03/10/14	REVISED	AS	1" = 100'	
43	04/10/14	REVISED	AS	1" = 100'	
44	05/10/14	REVISED	AS	1" = 100'	
45	06/10/14	REVISED	AS	1" = 100'	
46	07/10/14	REVISED	AS	1" = 100'	
47	08/10/14	REVISED	AS	1" = 100'	
48	09/10/14	REVISED	AS	1" = 100'	
49	10/10/14	REVISED	AS	1" = 100'	
50	11/10/14	REVISED	AS	1" = 100'	
51	12/10/14	REVISED	AS	1" = 100'	
52	01/10/15	REVISED	AS	1" = 100'	
53	02/10/15	REVISED	AS	1" = 100'	
54	03/10/15	REVISED	AS	1" = 100'	
55	04/10/15	REVISED	AS	1" = 100'	
56	05/10/15	REVISED	AS	1" = 100'	
57	06/10/15	REVISED	AS	1" = 100'	
58	07/10/15	REVISED	AS	1" = 100'	
59	08/10/15	REVISED	AS	1" = 100'	
60	09/10/15	REVISED	AS	1" = 100'	
61	10/10/15	REVISED	AS	1" = 100'	
62	11/10/15	REVISED	AS	1" = 100'	
63	12/10/15	REVISED	AS	1" = 100'	
64	01/10/16	REVISED	AS	1" = 100'	
65	02/10/16	REVISED	AS	1" = 100'	
66	03/10/16	REVISED	AS	1" = 100'	
67	04/10/16	REVISED	AS	1" = 100'	
68	05/10/16	REVISED	AS	1" = 100'	
69	06/10/16	REVISED	AS	1" = 100'	
70	07/10/16	REVISED	AS	1" = 100'	
71	08/10/16	REVISED	AS	1" = 100'	
72	09/10/16	REVISED	AS	1" = 100'	
73	10/10/16	REVISED	AS	1" = 100'	
74	11/10/16	REVISED	AS	1" = 100'	
75	12/10/16	REVISED	AS	1" = 100'	
76	01/10/17	REVISED	AS	1" = 100'	
77	02/10/17	REVISED	AS	1" = 100'	
78	03/10/17	REVISED	AS	1" = 100'	
79	04/10/17	REVISED	AS	1" = 100'	
80	05/10/17	REVISED	AS	1" = 100'	
81	06/10/17	REVISED	AS	1" = 100'	
82	07/10/17	REVISED	AS	1" = 100'	
83	08/10/17	REVISED	AS	1" = 100'	
84	09/10/17	REVISED	AS	1" = 100'	
85	10/10/17	REVISED	AS	1" = 100'	
86	11/10/17	REVISED	AS	1" = 100'	
87	12/10/17	REVISED	AS	1" = 100'	
88	01/10/18	REVISED	AS	1" = 100'	
89	02/10/18	REVISED	AS	1" = 100'	
90	03/10/18	REVISED	AS	1" = 100'	
91	04/10/18	REVISED	AS	1" = 100'	
92	05/10/18	REVISED	AS	1" = 100'	
93	06/10/18	REVISED	AS	1" = 100'	
94	07/10/18	REVISED	AS	1" = 100'	
95	08/10/18	REVISED	AS	1" = 100'	
96	09/10/18	REVISED	AS	1" = 100'	
97	10/10/18	REVISED	AS	1" = 100'	
98	11/10/18	REVISED	AS	1" = 100'	
99	12/10/18	REVISED	AS	1" = 100'	
100	01/10/19	REVISED	AS	1" = 100'	

Site Design Architects Inc.  
Landscape Architectural Planning  
111 Main Street, Suite 200  
Tel: 508-548-8888  
Fax: 508-548-8889  
Architect

Site Design Architects Inc.  
Landscape Architectural Planning  
111 Main Street, Suite 200  
Tel: 508-548-8888  
Fax: 508-548-8889  
Architect

Scale: 1" = 100'

**L 1.00**