3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

CAPE COD COMMISSION

DRAFT

This Amended and Restated Development Agreement (this "Agreement") is entered into as of this __ day of _____ 2022, by and among the Cape Cod Commission (the "Commission"), Cape Cod Healthcare, Inc. ("CCHC"), and Wilkens Lane Properties LLC ("WLP"), and each of their respective successors and assigns.

1. BACKGROUND

WHEREAS, Chapter 716 of the Acts of 1989, as amended (the "Act"), established 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, Chapter A: Enabling Regulations Governing Review of Developments of Regional Impact, effective November 17, 2021 ("Chapter A") for the purpose of reviewing proposed DRIs; and Chapter D: Enabling Regulations Governing the Provisions for Development Agreements, effective November 20, 2014, ("Chapter D"); and

WHEREAS, for a project otherwise requiring review as a DRI, Chapter D provides for the approval of Development Agreements, and in particular Section 5 thereof, which outlines the process by which a Development Agreement may be entered into by and between the Commission and a Qualified Applicant; and Section 8 thereof, which outlines the process for amending a Development Agreement; and

PARTIES

WHEREAS, CCHC 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; and

WHEREAS, New England Development LLC ("NED") is a Massachusetts limited liability company engaged in management, acquisition, operation, leasing, ownership and development of real estate; and WLP is a Massachusetts limited liability company affiliated with NED, which is engaged in acquisition, development, construction, rehabilitation, improvement, maintenance, management, operation, leasing, sales, conveyance, assignment, and mortgaging of real estate; and

WHEREAS, the Commission is a regional planning agency established by the Act; and

RESTATEMENT AND AMENDMENT OF THE EXISTING DEVELOPMENT AGREEMENT

WHEREAS, the CCHC and the Commission entered into a certain Development Agreement, dated as of March 20, 2003 and recorded with the Barnstable County Registry of Deeds (the "Registry") in Book 18163, Page 125 (as subsequently amended or modified prior to this Agreement, the "Existing Development Agreement"); and

WHEREAS, under the terms of the Existing Development Agreement, the Commission approved the development of an approximately 263,000-sf outpatient medical complex, to be constructed in phases at the 40.6-acre site along Wilkens Lane in the Town of Barnstable (the "Previously Approved Project"); and

WHEREAS, the Previously Approved Project site is more particularly shown on a plan entitled "Sketch Plan of Land in Barnstable, MA #35 Wilkens Ln Area," dated 10/24/2018 and prepared by Down Cape Engineering, Inc., attached hereto as Exhibit 1 (the "Property"); and

WHEREAS, CCHC has constructed an approximately 23,500-sf portion of the Previously Approved Project, which CCHC operates as the Wilkens Outpatient Medical Complex (the "Medical Building"); and

WHEREAS, CCHC continues to desire to expand its facilities to fulfill the healthcare needs of the population across Cape Cod by expanding its ambulatory medical facilities;

WHEREAS, the Existing Development Agreement was modified in 2011 by a vote of the Regulatory Committee that modification of certain transportation conditions were non-substantial amendments, and recorded in the Registry in Book 25806 Page 172; and

WHEREAS, in 2015, the term of the Existing Development Agreement was extended to March 20, 2027; and

WHEREAS, the amendment and restatement of the Existing Development Agreement pursuant to this Agreement to accommodate changes to the Previously Approved Project will provide CCHC with the ability to expand on the Property and allow for additional complementary uses at the Property, including multifamily housing; and

2. PROPOSED AMENDED PROJECT

WHEREAS, on August 6, 2020, CCHC and NED petitioned to amend the Existing Development Agreement by filing a Notice of Intent Application (the "NOI") with the Commission; and

WHEREAS, on October 1, 2020, the Commission issued a decision (the "NOI Decision") with respect to the NOI finding that the proposed amended development described in the NOI meets the criteria under Chapter D and is eligible and suitable for a modification to the Existing Development Agreement; and

WHEREAS, CCHC recorded an Approval Not Required (ANR) Plan, entitled "Plan of Land of #35 Wilkens Lane Barnstable, MA," dated November 22, 2021, and prepared by Down Cape Engineering, Inc. (the "2021 ANR"), attached hereto as Exhibit 2, which shows the division of a portion of the Property to create Lot 1 (the "Hospital Parcel"); and

WHEREAS, CCHC has retained the Hospital Parcel and WLP has purchased the remaining approximately 32.3 acres of the Property from CCHC, said land being Lots 2 and 4 on Exhibit 1 (collectively, the "WLP Parcel").

WHEREAS, CCHC proposes to retain development rights under the Existing Development Agreement, as amended and restated by this Agreement, to develop an approximately 25,000-sf expansion of its ambulatory medical facilities on the Hospital Parcel (the "Hospital Expansion"); and

WHEREAS, a further division of the WLP Parcel is planned based on the final lot line; and

WHEREAS, WLP proposes to develop a portion of the WLP Parcel with a 272-unit multi-family residential development (the "Residential Development"), with two outparcels created by such further division of the WLP Parcel to be reserved for future development; and

WHEREAS, the Hospital Expansion and the Residential Development collectively comprise the "Project"; and

WHEREAS, during the term of this Agreement, CCHC and WLP, or their respective successors and assigns, are authorized to develop the Property in accordance with the terms and conditions of this Agreement, and the burdens of this Agreement will be binding upon, and the benefits will inure to, CCHC, with respect to the Hospital Expansion, and WLP with respect to the Residential Development, and any respective successors and assigns of either; and

WHEREAS, the Existing Development Agreement provided for a Design Review Procedure ("Design Review Procedure") for the Medical Building, as revised (attached hereto as Exhibit

DRAFT

3), which incorporates the contents of this Agreement and shall apply to the Hospital Expansion subject to this Agreement and is incorporated by reference herein; and

WHEREAS, the Commission and CCHC have agreed upon certain design guidelines entitled "Hadaway Road Medical Community Hyannis, Massachusetts" dated January 14, 2003, attached hereto as Exhibit 4 (the "Hospital Design Guidelines"), which provide criteria to guide review of development on the Hospital Parcel, including the Hospital Expansion, concerning design principals, landscaping and site improvements, architectural design and site development; and

WHEREAS, the Commission and WLP have agreed that the Residential Development shall be consistent with the following plans and documents:

Exhibit 1 through Exhibit [XX] (the "Project Plans")

WHEREAS, the appointed Commission subcommittee held duly noticed public hearings on the Project and this Agreement on March 1, 2022, March 8, 2022, April 5, 2022, May 10, 2022, May 24, 2022, and June 7, 2022 in accordance with Chapter D; and

3. CONSIDERATION

WHEREAS, in accordance with and in consideration of this Agreement, the Commission agrees to limit regulatory review of the development of the Property to consistency with this Agreement and Exhibits hereto, and CCHC and WLP agree to provide certain mitigation, infrastructure, and monetary contributions necessary to meet the requirements of the 2018 Regional Policy Plan, as amended (the "RPP"), and support the Property concurrent with such development; and

WHEREAS, the Commission, CCHC, and WLP agree that development authorized by this Agreement shall be subject to a freeze of the application of DRI Review thresholds under Sections 12 and 13 of the Act or Chapter A; CCHC and the Commission agree that development constructed consistent with the terms and conditions of this Agreement, and in compliance therewith, shall not be subject to review as a DRI; and

WHEREAS, the Commission has determined that the development of the Project in accordance with this Agreement will result in benefits to the public, to be provided by CCHC and WLP, at their cost, which include, without limitation:

STATEMENT OF BENEFITS

- Contributions to public infrastructure, including transportation infrastructure; and
- The ability to provide expanded access to ambulatory healthcare prevents hospitalization, reduces lost workdays, improves productivity, as well as obviates the

necessity of seeking hospitalization outside of the main residence, providing a benefit to the community; and

- Analysis provided by WLP states an expected net annual positive fiscal impact of approximately $470,000 to the Town (which analysis excludes an approximately $24,000 benefit to the Barnstable Fire District); and
- The provision of market rate rental housing on the WLP Parcel, and a restriction to require 90% of the units be rented on a year-round basis for a term of twenty-five (25) years, will contribute to housing attainability for year-round residents of Cape Cod; and
- The provision of market rate rental housing on the WLP Parcel and, pursuant to Town Zoning Ordinance Section 240-38.1.C(9) and Condition HOU3 herein, 90% of the units will be rented on a year-round basis, contributing to housing attainability for year-round residents of Cape Cod; and
- CCHC will provide professional and paraprofessional job opportunities that provide health and other benefits to its employees.

4. STATEMENT OF COMPLIANCE

WHEREAS, following the public hearings of its subcommittee and the recommendations of its subcommittee, the Commission makes the following statement of compliance relative to the Project's consistency with the RPP, the Act, Barnstable's Local Comprehensive Plan (the "LCP"), and local zoning:

GENERAL

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

The RPP encourages the production of year-round housing, including affordable housing, that increases diversity and choice and improvement of healthcare facilities and services on Cape Cod.

On October 21, 2021, the Town of Barnstable Town Council adopted a zoning amendment that creates a new "Mixed-Use Sub-Zone" of the Medical Services Overlay District (the "Sub-Zone") which provides that certain multi-family residential uses are allowed as of right within the Sub-Zone within which the Property is located.

The Town of Barnstable Director of Planning and Development submitted a letter to the Commission on March 1, 2022 stating the Project is consistent with the Town's LCP and local development ordinances, which letter is attached hereto as Exhibit 5.

The Property is within an Industrial Activity Center Placetype.

As mitigated through the Conditions to this Agreement (set forth below), the Project is consistent with the following strategies recommended in Industrial Activity Centers: maintain adequate buffers between industrial development and surrounding uses; and provide employee services and facilities and access to transit.

The Residential Development is necessary to enable a substantial segment of the population to secure adequate opportunities for housing, and the interests protected by the Act, the RPP, and the Town's LCP are advanced or protected through the Conditions to this Agreement.

OPEN SPACE

The Existing Development Agreement contemplated development of the entirety of the Property. The amount of open space required under the terms of the Existing Development Agreement was based on a calculation of 30% of the total area of the parcels proposed for development, with the requirement calculated to be 12.17 acres. CCHC made an open space contribution of 13.07 acres of uplands and wetlands adjacent to other protected open space in the Town of Yarmouth in 2011 (the "Conservation Restriction"). The Conservation Restriction has been recorded and there are no open space obligations remaining with respect to the development of the Property.

WATER RESOURCES

The Water Resources Goal of the RPP is to maintain a sustainable supply of high-quality untreated drinking water and protect, preserve, or restore the ecological integrity of Cape Cod's fresh and marine surface water resources.

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. The uses proposed by the Project are allowed uses under local zoning. The Property is also in a Wellhead Protection Area/Zone II.

Stormwater Management

The primary source for onsite nitrogen loading will be from stormwater runoff.

The proposed stormwater management is designed to comply with MassDEP stormwater standards. Consistent with the RPP, the nitrogen load generated by the Residential Development at full buildout will be 1.20 ppm-N, which is below the 5ppm sitewide nitrogen loading concentration limit. The Residential Development's pretreatment has been designed to achieve 44% Total Suspended Solid (TSS) removal and treatment trains will achieve 80% TSS removal. Based on the calculations, the proposed stormwater

DRAFT

management mitigates impacts to the groundwater and marine water resources, consistent with the RPP.

Groundwater

The Project will be connected to the municipal sewer and therefore won't contribute nitrogen loading via on-site septic effluent. Existing or future development on the Hospital Parcel will continue to comply with the water resource protection measures set out in the Existing Development Agreement, as revised and restated herein.

The Residential Development is not proposing storage of hazardous materials and, therefore, hazardous materials are not expected to exceed household quantities.

Marine Water Resources

A portion of the Property is located within a Marine Water Recharge Area to Lewis Bay as designated by the Commission.

CCHC has contributed a one-time payment of $3,750 payable to the Barnstable County Treasurer to assist in the funding of a flushing study of Lewis Bay to calculate the critical nitrogen loading rate, consistent with the RPP in effect at the time of the approval of the Existing Development Agreement, which required a monetary contribution for said purpose.

COMMUNITY DESIGN

The Community Design Goal of the RPP is to protect and enhance the unique character of the region's built and natural environment based on the local context.

The Commission and CCHC have agreed for the Hospital Expansion to utilize the Hospital Design Guidelines to review proposed design issues such as site and building layout, massing, scale, building materials and design; lighting, parking lot design, landscaping, and pedestrian and vehicular circulation and to guide development on the Hospital Parcel, consistent with the RPP.

The Commission and WLP have agreed that the Residential Development will be constructed consistent with the Project Plans.

Due to the height of the proposed structures and the limited existing vegetation on surrounding sites, the Residential Development will be visible from both Wilkens Lane and Attucks Lane. The current Residential Development proposal is contemporary in form, but exterior materials have been selected to reference traditional building materials and colors. Architectural details create variation between the first floor and the upper floors, and projecting balconies in portions of the middle floors increase setbacks and create deep shadow lines.

Any development on the WLP Parcel not depicted on plans reviewed and approved under the terms of this Agreement shall require modification of this Agreement pursuant to Section 8 of Chapter D.

Any development on the Hospital Parcel shall be reviewed for consistency with this Agreement and under the Design Review Procedure for the Hospital Design Guidelines.

HOUSING

The Housing Goal of the RPP is to promote the production of an adequate supply of ownership and rental housing that is safe, healthy, and attainable for people with different income levels and diverse needs.

The RPP identifies an acute need for affordable housing for families earning up to 80% of Area Median Income ("AMI").

Regional and local housing needs analyses, including Barnstable's Housing Production Plan, have identified a need for housing for households earning between 80% and 120% AMI to bridge the local and regional housing affordability gap.

The Residential Development will include 272 new, non-age restricted rental units, including small-scale housing units (as defined in the RPP).

Of these proposed 272 rental units, 58% (159 units) are 1-bedroom apartments, 38% (101 units) are 2-bedroom apartments, and 4% (12 units) are 3-bedroom apartments. Ten percent of units (28 units) will be affordable housing for individuals and families earning up to 65% of AMI, consistent with Barnstable's Affordable Housing Ordinance. As part of the negotiations between WLP and CCHC (together, the "Applicant") and the Barnstable Town Council regarding the zoning change associated with the Project, an additional 3% of units (8 units) will be restricted for families earning up to 80% of AMI, for a total of 36 income restricted units. The affordable housing units will appear identical in design and quality to market rate units, will be evenly distributed throughout the Residential Development, and will have equal access to all on-site amenities.

All units in the Residential Development will be leased for a term of not less than twelve (12) months, provided, however, that up to ten percent (10%) of the units may be leased for a term of less than twelve (12) months but not less than six (6) months.

Barnstable's Housing Production Plan has a stated goal of providing additional housing units for persons with disabilities. The Residential Development will comply with the requirements of the Massachusetts Architectural Access Board within the Code of Massachusetts Regulations at 521 CMR 9 through the provision of 14 fully-accessible Group 2 units and 5 hearing impaired units. All public amenities will be fully accessible.

TRANSPORTATION

The Transportation Goal of the RPP is to provide and promote a safe, reliable, and multi-modal transportation system.

Trip Reduction

As stated in the Transportation Impact Assessment prepared by Vanasse & Associates, Inc. ("VAI") dated October 13, 2021, and as supplemented by the December 2, 2021 Traffic Operations Analysis (hereinafter, collectively, the "TIA"), attached hereto as Exhibit 6, the Project is expected to generate 2,442 new vehicle trips on an average weekday (1,221 in/1,221 out). The expected net increase in traffic from the Project, after allowing for the 20% trip reduction due to the trip reduction program (described below), is as follows:

Average weekday	1,954 trips
Average morning peak hour	133 trips
Average evening peak hour	165 trips

In comparison to the Previously Approved Project, the Project is expected to generate approximately 1,122 fewer vehicle trips on an average weekday, with 29 fewer vehicle trips expected during the weekday morning peak-hour and 26 additional vehicle trips expected during the weekday evening peak-hour.

Access to the proposed site via Wilkens Lane will continue to be provided by the existing signalized intersection of Attucks Lane and Wilkens Lane. The Project also includes removal of the gated Wilkens Lane access to Kidd's Hill Lane to allow full access to the Property. Based on the sight distance assessment performed by VAI, adequate sight lines will be provided at the two Residential Development driveways. The TIA included an updated analysis of two (2) regional intersections: Attucks Lane at Wilkens Lane and the Shaw's Plaza Driveway and Kidd's Hill Road at Wilkens Lane.

The Existing Development Agreement provided a credit of 804 vehicle trips on an average weekday in exchange for the restriction of a +/- 2.1-acre Transportation Demand Management (TDM) Parcel that prevented any future development on that portion of the Property. This TDM Parcel was created by ANR but never restricted, and a portion of the Residential Development will occupy that area of the Property. The RPP supports the development of previously developed areas with access to infrastructure; thus, the provision of a TDM Parcel in this area is no longer an appropriate means of addressing trip reduction for the Project. WLP will make a transit-equivalency payment in the amount of $118,080.00 to address trip reduction for the Project consistent with the current

methodology of the RPP and Technical Bulletin. Any other credit that was assigned to the TDM Parcel will not be applicable to any future development on the Property, and Trip Reduction for any future development may be mitigated as appropriate.

Traffic Safety

As described in the TIA, the Project is expected to result in a reduction in vehicle trips on an average weekday and during the weekday morning peak-hour of the proposed uses when compared to the Previously Approved Project that was to be constructed, and an increase of 26 vehicle trips during the weekday evening peak-hour. Given the predicted increase in trips during the weekday evening peak-hour of the proposed uses, a review of motor vehicle crash data was undertaken for the intersections of Attucks Lane at Wilkens Lane and Wilkens Lane at 35 Wilkens Lane. Wilkens Lane is presently closed to through traffic by means of gates installed at Kidd's Hill Road and north of the driveway to 35 Wilkens Lane. Based on a review of the MassDOT crash data for the subject intersections, none (0) of the intersections were identified to exceed the motor vehicle crash criteria identified in Transportation Technical Bulletin Objective TR1 that would require further study. Further, a review of the MassDOT statewide High Crash Location List indicated that there are no locations within the study area that are included on MassDOT's Highway Safety Improvement Program (HSIP) listing as a high crash location. In addition, no fatal motor vehicle crashes were reported to have occurred at the study area intersections over the five-year review period.

The Residential Development includes secure and covered bicycle storage within two of the garage buildings.

Traffic Congestion

A capacity analysis was conducted for the two study area intersections of Attucks Lane and Wilkens Lane and Kidd's Hill Road and Wilkens Lane. A roadway link analysis was performed for Wilkens Lane. The analysis shows the Project will result in adequate traffic operations at the two study area intersections with less than two (2) seconds of additional average vehicle delay during peak hour conditions.

The Existing Development Agreement included a fair share congestion mitigation amount of $268,910.00 to offset the congestion impacts of 228 weekday morning peak hour trip. The Project as proposed will produce peak hour (weekday evening) trip generation totaling 242 trips upon the completion of the Project. Accordingly, the fair share congestion mitigation amount is $285,422. The Applicant may utilize traffic mitigation credits up to $300,690.00 assigned by Cape Cod Aggregates to CCHC towards the fair share contribution funding. WLP will utilize $155,012 in traffic mitigation credits for the Residential development, with $145,678 in credits reserved for

future phases and development. These mitigation credits are available pursuant to Condition TRANS-2 of the Cape Cod Aggregates DRI Decision dated May 21, 1998 (TR#96020).

WLP will apply $155,012 in traffic mitigation credits toward its fair-share mitigation payment and will pay the balance of the fair-share mitigation payment ($130,410) to address the requirements of the RPP.

The Commission hereby approves that certain draft Approval Not Required Plan entitled "36 Wilkens Lane," dated May 11, 2022 and prepared by DiPrete Engineering, attached hereto as Exhibit 18 (the "Draft 2022 ANR Plan"), which Draft 2022 ANR Plan delineates the WLP Parcel and eliminates the TDM Parcel, which was contemplated under the Previously Approved Project but is no longer required for the Project pursuant to Condition T3.

CLIMATE MITIGATION

The Climate Mitigation Goal of the RPP is to support, advance and contribute as a region to the Commonwealth's interim and long-term greenhouse gas reduction goals and initiatives, including a state-wide net zero carbon target by 2050.

The Project supports low or no carbon transportation alternatives by providing pedestrian accommodations to the many nearby businesses and amenities. The abutting shopping centers are served by multiple CCRTA bus routes.

The Residential Development will include energy conservation strategies such as individual metering of utilities, Energy Star appliances, LED lighting, and high efficiency HVAC systems. The Project will also support energy delivery resilience with utilities for the residential buildings located underground.

The Residential Development will utilize electric heat pumps for all heating and air conditioning in the residential units. The Residential Development will also contain no less than 14 EV charging outlets located in garage parking bays available for rent to Residential Development residents, 14 EV-charging spaces located in the surface parking area and available for the Residential Development residents' use on an hourly charge basis, and infrastructure (panel capacity and conduit/raceway to accommodate future build-out) for an additional 7 "EV-Ready" charging outlets located in garage parking bays and 10 "EV-Ready" parking spaces.

ECONOMY

The Economy Goal of the RPP is to promote a sustainable regional economy comprised of a broad range of businesses providing employment opportunities to a diverse workforce.

Through the existing and expected development (i.e. the Hospital Expansion) on the Hospital Parcel, the Project will promote a sustainable regional economy, consistent with

the RPP. CCHC desires to operate and expand its facilities to fulfill the healthcare needs of the growing population across Cape Cod, specifically maintaining and expanding access to ambulatory healthcare.

Through the Residential Development on the WLP Parcel, the Project will use resources and infrastructure efficiently by siting housing where residents will have access to transit and pedestrian infrastructure. The Project is sited to be connected to sewer, which is an efficient use of resources.

CONCLUSION

NOW THEREFORE, the Commission finds that, as mitigated through the terms and conditions of this Agreement, the Project is consistent with the RPP, the Act, the LCP, and local zoning; and the Project shall be subject to the terms and restrictions set forth in this Agreement, either to the Hospital Expansion exclusively, the Residential Development exclusively, or to both components of the Project, all as more particularly described herein. CCHC and/or WLP, as applicable, shall impose such restrictions and undertake and complete such obligations, as set forth in this Agreement.

In accordance with this Agreement, the Commission agrees to limit regulatory review of the development of the Property to consistency with the RPP as provided for within this Agreement, the Project Plans incorporated herein, and the Hospital Design Guidelines, and CCHC and WLP will agree to provide certain mitigation, infrastructure and monetary contributions necessary to meet the requirements of the RPP and support the Project concurrent with such development, as set forth herein.

5. CONDITIONS

GENERAL CONDITIONS

C1. The Project will be constructed consistent with the terms and conditions and with all Project Plans and other exhibits incorporated by reference into this Agreement.

C2. Any party to this Agreement, and their successors or assigns, may file an action for equitable relief in Barnstable Superior Court to enforce the terms and conditions of this Agreement.

C3. This Agreement will be governed by and interpreted under the laws of the Commonwealth of Massachusetts.

C4. This Agreement shall become effective following the endorsement of this Agreement by the parties hereto, and the issuance and recording of the certificates as provided for in section 5 of Chapter D.

DRAFT

C5. CCHC and WLP will comply with all applicable state and local permitting requirements.

C6. CCHC and WLP will be responsible for recording this Agreement at the Registry and will provide the Commission with a copy of this Agreement bearing the recording information within ten (10) business days of its execution. The burdens of this Agreement will be binding upon, and the benefits will inure to, all successors in interest to its Parties, each as such benefits and burdens apply exclusively or collectively to such Parties, as applicable, as set forth herein.

C7. This Agreement may be modified pursuant to Section 8 of Chapter D.

C8. Development on the Hospital Parcel shall be limited to a maximum of 48,500-sf of gross floor area of ambulatory medical use. The Residential Development will be limited to the development of 272 multi-family residential units, together with accessory uses thereto.

C9. The definitions contained in the Act and the RPP will apply to this Agreement. In addition, the following definitions will 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 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, 31.0 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; provided that such term will not include residential tenants of dwelling units within the Property.
>
> Radioactive Materials: any solid, liquid or gas which emits radiation spontaneously.

DRAFT

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.

C10. Prior to issuance of a building permit for any building(s) constructed on the Property, CCHC WLP, and/or their respective successors or assigns, as applicable, will obtain a preliminary Certificate of Compliance from the Commission confirming that all applicable terms, conditions, and provisions of this Agreement to allow for commencement of construction of that building or buildings have been satisfied or completed.

C11. Prior to the issuance of a Certificate of Occupancy from the Town for any building(s) on the Hospital Parcel or the WLP Parcel, CCHC and/or WLP, as applicable, will obtain a partial Certificate of Compliance from the Commission for such building(s) confirming that the building(s) has been constructed in full compliance with all applicable terms and conditions contained herein.

C12. Within one year of the receipt of a Certificate of Compliance for the construction of Hospital Expansion building(s), CCHC will provide the Commission with a written report summarizing the total number of employees working on the Hospital Parcel (defined as Lot 1 as shown on the 2021 ANR), the range of salaries of the jobs, a description of educational opportunities provided to employees, the total cost of construction of the Hospital Expansion, and a list of the Cape Cod contractors and subcontractors utilized for construction of the Hospital Expansion.

C13. A final Certificate of Compliance will be issued by the Commission upon the full completion of each of the Hospital Expansion and the Residential Development, so long as each such component of the Project complies with the conditions and terms of this Agreement applicable to such component, as it may be amended from time to time.

C14. The term of the Existing Development Agreement was set to expire on March 20, 2027. However, such expiration date has been extended to June 25, 2028 pursuant to Section 17(b)(iii) of Chapter 53 of the Acts of 2020, which provides for the tolling of local permits and approvals expiration dates during a declared state of emergency. During such term, as extended, CCHC, WLP, or their respective successors or assigns may develop the Hospital Parcel and the WLP Parcel in accordance with the terms and conditions of this Agreement. Notwithstanding the

foregoing, any and all restrictions will run with the Property and will apply to all development within the Property including without limitation, new construction, additions, accessory buildings; alterations, changes in use, and modifications.

C15. If CCHC and/or WLP breach any terms and/or conditions of this Agreement, Commission, or its designee, and the breaching party will, as soon as reasonably practicable, meet to discuss the reasons for the breach in an attempt to avoid termination. If, in the Commission's, or its designee's, reasonable judgment, the dispute cannot be resolved, the Commission, or its designee, will send written notice to the breaching party. The parties agree for notice purposes, written notice shall be sent certified mail, return receipt requested and be addressed as follows:

For the Commission:

Executive Director
Cape Cod Commission
P.O. Box 226
3225 Main Street
Barnstable, MA 02630

For WLP:

WLP LLC
c/o New England Development
John E Twohig, Executive Vice President
75 Park Plaza
Boston, MA 02116

For CCHC:

Michael Jones, Esq., Senior Vice President and Chief Legal Officer
Cape Cod Healthcare, Inc.
27 Park Street
Hyannis, MA 02601

C16. Upon receipt of the written notice, the breaching party will have sixty (60) days to cure such breach, or to provide evidence that such party is acting in good faith to attempt to cure the breach. If the breaching party fails to so cure, and notify the Commission, the Commission, or its designee, may vote to send written notice to all parties that this Agreement is terminated with respect to the portion of the Property

DRAFT

(the Hospital Expansion and/or the Residential Development) which is the subject of the breach and that all further development work by the breaching party(ies) will cease until it has been reviewed as a DRI in accordance with the Act, Chapter A and the RPP in effect at that time.

C17. To the extent that only WLP or CCHC is in violation of the terms or conditions of this Agreement, such violation by one party will not be deemed to be a violation by the other party and will not affect the rights conferred and granted herein to the non-breaching party.

WATER RESOURCES CONDITIONS

WR1. All wastewater from the Property will be pumped to and treated at the Town of Barnstable's municipal wastewater treatment facility.

WR2. Stormwater infrastructure for the Hospital Expansion will be designed in accordance with an approved storm water maintenance plan and constructed to adequately infiltrate runoff based on a 100-year storm event. The stormwater design and maintenance plan will be approved as part of the Design Review Procedure for the Hospital Expansion.

WR3. Stormwater management systems for the Residential Development will include Low Impact Design-focused practices, with rain gardens and bio-swales in planting islands in parking fields and/or along the perimeter of parking fields (within landscape buffers and building setbacks) designed to take in water sheeting at or near parking surface grade.

WR4. Prior to and as a condition of the issuance of a preliminary Certificate of Compliance for the Residential Development, WLP will submit for review and approval by Commission staff final stormwater management plans and an updated stormwater management report with updated stormwater treatment and capacity calculations, including updated nitrogen loading calculations, for the Residential Development.

HAZARDOUS MATERIALS CONDITIONS

HM1. The quantities of Hazardous Materials will 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 each parcel at any time.

HM2. The Project will not use or store Radioactive Materials on site. CCHC will report to the Commission any intention to use, handle or store Radioactive Material. CCHC will have the right to request a modification of this Agreement regarding the possibility of using or storing Radioactive Materials on the Hospital Parcel.

HM3. The Hospital Expansion component of the Project will 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 RPP and 310 CMR 30.000. The Hospital Expansion will be limited to a Small Quantity Handler of Universal Waste as defined by 310 CMR 30.000.

HM4. CCHC or its designee has submitted evidence to Commission staff that contracts have been executed to handle the Hospital Expansion component of the Project's medical and bio-hazard waste, as well as to handle and transport fluorescent light tubes used within the building on the Hospital Parcel.

HM5. CCHC will implement the applicable provisions of its Hazardous Materials and Waste Management Program (APPS No. S-1J), attached hereto as Exhibit 7, as well as its Mercury Spills Protocol (APPS S-1N), attached hereto as Exhibit 8, hereinafter the "Program and Protocol", throughout the life of the Hospital Expansion component of the Project. This Program and Protocol may be updated by CCHC from time to time. CCHC will report to the Commission any material changes 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 on the Hospital Parcel, any material changes to or additions of new procedures that are included in the Program and Protocol to address new Hazardous Materials or Wastes, or similar changes or updates to the Program and Protocol. A copy of the revised documents will be provided to Commission staff for review and approval.

HM6. Prior to issuance of a Preliminary Certificate of Compliance for each building(s) for the Hospital Expansion and the Residential Development, CCHC or WLP, as applicable, will 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.

WASTE MANAGEMENT CONDITIONS

WM1. Prior to issuance of a preliminary Certificate of Compliance for Hospital Expansion building(s), CCHC or a designee thereof will submit to the Commission 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.

WM2. Prior to issuance of a preliminary Certificate of Compliance for the Residential Development, WLP or a designee thereof will submit to the Commission a plan

detailing how residential recycling will be provided to residents for review and approval by Commission staff. The approved plan will be incorporated by reference into this Agreement.

WM3. Prior to the issuance of the final Certificate of Compliance for the Hospital Expansion, Commission staff will complete an inspection of each building, as and when applicable, to ensure that adequate recycling vessels for the recycling of cardboard have been installed in all Hospital Expansion buildings.

COMMUNITY DESIGN CONDITIONS

CD1. All proposed buildings, structures, infrastructure and landscaping and sitework on the Hospital Parcel will conform with the specifications and standards set forth in the Hospital Design Guidelines.

CD2. If CCHC proposes a building design for the Hospital Parcel that substantially deviates from the design parameters enumerated in the Hospital Design Guidelines, a modification request will be submitted to the Commission for review as a modification pursuant to Section 8 of Chapter D.

CD3. CCHC or its designee will complete the Hospital Design Review Procedure prior to receiving a preliminary Certificate of Compliance from the Commission for each building(s) on the Hospital Parcel.

CD4. All proposed buildings, structures, infrastructure, landscaping, and sitework for the Residential Development will be consistent with the Project Plans provided to the Commission, as approved by the Commission and referenced herein.

CD5. If WLP proposes a building design for the Residential Development that substantially deviates from the Project Plans approved herein, a request for modification shall be submitted pursuant to Section 8 of Chapter D. However, if a change is made to the Residential Development's design as a result of a requirement imposed by the Town and such modification is deemed by Commission staff to be more restrictive than those set forth in the Project Plans approved by the Commission, then such design change shall not require modification pursuant to Section 8 of Chapter D.

CD6. Prior to issuance of a preliminary Certificate of Compliance for the Hospital Expansion and/or the Residential Development, as applicable, CCHC and/or WLP, as applicable, will submit a draft landscape maintenance agreement for approval by Commission staff for that building or buildings, and CCHC and/or WLP, as applicable, will 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 will be for five (5) full growing seasons for the landscaping of each building(s). Amendments of an existing maintenance contract to incorporate subsequent building(s) may be allowed. The contract will include irrigation, pruning, guying, mulching, pest management, fertilizing, erosion repair, lawn maintenance, and replacement of dead vegetation, including grass, trees, and shrubs.

CD7. Prior to the issuance of a preliminary Certificate of Compliance for the Hospital Expansion, detailed landscape plans will be submitted for Design Review Board review and will be approved in accordance with the Hospital Design Review Procedure.

CD8. Prior to issuance of a preliminary Certificate of Compliance for the Residential Development, detailed landscape plans will be submitted for review by Commission staff for consistency with the approved plans referenced herein. The plans shall include construction and planting of project buffers, outlying areas, the earthen berm along the Cape Cod Aggregates property line, and landscaping within the Residential Development building and parking areas.

CD9. Plant materials approved by this Agreement may be substituted with prior written approval of Commission staff or the Design Review Board, as applicable.

CD10. All Project lighting will have a full cut-off of light at no less than 90-degrees from vertical and no site lighting will extend beyond the boundaries of the Property.

CD11. If all required exterior lighting, site work irrigation, and/or other landscape improvements for the applicable building(s) of the Hospital Expansion or Residential Development, as applicable, are not complete at the time that a partial Certificate of Compliance for each building in such component of the Project is sought from the Commission, any work which is incomplete will be subject to an escrow agreement of form and content satisfactory to Commission counsel. The amount of the escrow agreement will 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 will be payable to Barnstable County with the work approved by Commission staff prior to release of the escrow funds. Unexpended escrow funds will be returned to CCHC and/or WLP, as applicable, with interest, upon completion of the required work.

CD12. Prior to issuance of a preliminary Certificate of Compliance by the Commission for the Hospital Expansion, CCHC will submit an “as to be installed” exterior lighting plan.

CD13. Detailed signage plans for the Hospital Expansion will be submitted for approval as part of the Hospital Design Review Procedure prior to the issuance of a preliminary Certificate of Compliance. Residential Development signage shall be consistent with the Town Zoning Ordinance; provided that no signage shall be internally illuminated. The installation of billboards, off-site advertising (excepting approved directional signs) and internally lit or flashing signs will be prohibited for all Project signage.

TRANSPORTATION CONDITIONS

Trip Reduction

T1. Based on the increase in average daily traffic of 2,442 trips per day, the trip reduction requirement for the Project is 488 daily vehicle trips. To address the Project's trip reduction requirements and prior to receiving a partial Certificate of Compliance for the Residential Development and/or the Hospital Expansion, as applicable, CCHC and WLP shall implement and maintain a trip reduction program to achieve the 20% trip reduction for the Project.

T2. This program for the Project includes the following ridesharing, transit, bicyclists and pedestrian measures:

1. Transportation Demand Management Coordinators (TDMC) (who may also have other duties and responsibilities) will be designated for each of the Hospital Expansion and the Residential Development to serve as the single point of contact for each Project component's residents and employees, as applicable, and to lead the TDM program and associated marketing and outreach activities;

2. Information regarding public transportation services, maps, schedules and fare information will be posted in a central location and/or otherwise made available to residents of the Residential Development and Project employees;

3. A "welcome packet" will be provided to Residential Development residents and Project employees detailing available commuter options and will include the contact information for the TDMC and information to enroll in the employee rideshare program;

4. Work-at-home workspaces (i.e., meeting/collaboration areas or similar) will be provided within the Residential Development to support telecommuting by residents of Residential Development;

5. Pedestrian accommodations will be incorporated into the Project and consist of sidewalks and ADA-compliant wheelchair ramps at all pedestrian

crossings internal to the Property that will link building entrances to the sidewalk infrastructure along Wilkens Lane. These accommodations will consider connections, as appropriate, to contiguous Lot 2 from both Lot 1 and Lot C that are internal to the overall Project site, all such Lots as shown on the 2021 ANR Plan.

6. Project employees will be allowed to set aside pre-tax funds as permitted under the Commuter Choice provisions of the Federal Tax Code to buy transit passes as a pre-tax exemption;

7. CCHC will provide specific amenities to discourage off-site trips by Hospital Expansion employees, including providing a break-room equipped with a microwave and refrigerator; offering direct deposit of paychecks; coordinating with a dry-cleaning service for on-site pick-up and delivery; and other such measures to reduce overall traffic volumes and travel during peak-traffic-volume periods;

8. A mail building will be provided in a central location on the Residential Development site;

9. A minimum of four (4) parking spaces will be designated for car/vanpool parking and located within the parking area for the Hospital Expansion, and proximate to the building entrance(s); and

10. Weather-protected bicycle parking will be installed at convenient locations proximate to the Hospital Expansion building entrances. The Residential Development will provide secure and covered bicycle storage within two of the garage buildings.

11. Employees of the Project that commute by a non-single occupancy vehicle (SOV) mode for a minimum of three (3) days per week and register with the TDMC will be offered a monthly transportation benefit, capped at the cost of a CCRTA 31-day (unlimited ridership) pass. Employees of the Project who commute in ways other than driving in a SOV at least 3 times per week and that register with the TDMC will have the freedom to spend the monthly transportation benefit in any way that they prefer – on transit fares, bicycle maintenance, gas for carpools, vanpool fees, walking shoes, etc.

12. CCHC will offer an Emergency Ride Home (ERH) program to all employees that commute to work by a non-SOV mode at least three (3) days per week and that register with the TDMC. The ERH program will be coordinated by the TDMC and will allow for a maximum of four ERH per year;

T3. Prior to receiving a partial Certificate of Compliance for the Residential Development, WLP will make a trip reduction payment in the amount of $118,080.00 to address trip reduction requirements for the Project. The TDM Parcel proposed in the Previously Approved Project to provide a trip-generation credit is no longer a condition of the Agreement. Any other credit that was assigned to the TDM Parcel is not applicable to any future development on the Property, and Trip Reduction will be mitigated through means deemed appropriate at the time any such development and modification is reviewed by the Commission.

Traffic Safety

T4. WLP agrees to implement the following safety improvements prior to receiving a partial Certificate of Compliance for the Residential Development, WLP:

- complete, or provide the Town with the necessary funding to complete, pedestrian signal improvements at the Attucks Lane / Phinney's Lane intersection allowing two signalized pedestrian crossings: 1) the east-west signalized pedestrian crossing of Phinney's Lane and 2) the north-south signalized pedestrian crossing of Attucks Lane;
- extend, or provide the Town with the necessary funding to extend the existing sidewalk on Attucks Lane from the property currently occupied by Stop & Shop to the Wilkens Lane intersection; and
- assess and re-program signal timing at the intersection of Attucks Lane and Wilkens Lane as deemed appropriate in consultation with Commission and Town staff.

T5. Mitigation measures for any future development to satisfy the Traffic Safety condition of the RPP will be addressed at the time WLP seeks a modification of this Agreement.

Traffic Congestion

T6. Prior to receiving a partial Certificate of Compliance for the Residential Development, WLP will apply $155,012 in traffic mitigation credits toward the fair-share mitigation payment and will pay the balance of the fair-share mitigation payment ($130,410) to address the congestion mitigation requirements of the RPP.

T7. If the currently contemplated extension of the Cape Cod Rail Trail must be placed on a certain portion of the Project site situated along Kidd's Hill Road, which extension includes the Trail itself, any vegetative screening, and/or retaining wall, WLP will work with the Town of Barnstable to convey an easement to the Town for such use. Said easement will be on terms mutually acceptable to WLP and the Town and located approximately in the area depicted on Exhibit 10, attached.

DRAFT

ENERGY CONDITIONS

EN1. For the Residential Development, WLP will provide for the Residential Development buildings to have all necessary conduits to allow for roof-mounted solar panel installation at such future date as they become practicable for the Residential Development.

EN2. The Residential Development will contain no less than 14 EV charging outlets located in garage parking bays available for rent to Residential Development residents, 14 EV-charging spaces located in the surface parking area and available for the Residential Development residents' use on an hourly charge basis, and infrastructure (panel capacity and conduit/raceway to accommodate future build-out) for an additional 7 "EV-Ready" charging outlets located in garage parking bays and 10 "EV-Ready" parking spaces.

EN3. Residential Development buildings will be designed to achieve a National Green Building Standard Bronze rating as well as to meet or exceed the Massachusetts Stretch Energy Code. The Project will include conservation strategies such as individual metering of utilities, Energy Star appliances, and all LED lighting. Utilities serving the Residential Development will be located underground.

EN4. The Residential Development will utilize electric heat pumps for all heating and air conditioning in the residential units.

HOUSING CONDITIONS

HOU1. Prior to and as a condition of the issuance of a partial Certificate of Compliance for any building in the Residential Development, WLP will record at the Registry an Affordable Housing Restriction acceptable to, and to be held by, the Town that runs with the land in perpetuity and will provide thirty-six (36) income-restricted housing units, twenty-eight (28) of which units will be affordable for individuals and families earning up to 65% of Area Median Income ("AMI"), and eight (8) of which will be affordable for families earning up to 80% of AMI. WLP shall provide the Commission with copies of all monitoring reports submitted to the Town.

HOU2. Prior to and as a condition of the issuance of a partial Certificate of Compliance for any building in the Residential Development, a condominium conversion restriction, reviewed and approved by Commission staff, shall be recorded in the Registry on all units of in the Residential Development which requires every current and subsequent owner(s) of all or any portion of the Residential Development to maintain the 272 units as rental units. The restriction will contain language which, covenants and agrees not to convert the Residential Development or any portion thereof to a condominium development, or file a condominium map or establish a

condominium regime (collectively, the "Condominium Conversion Restriction") for a period equal to twenty-five (25) years, commencing after issuance of the Certificate of Compliance for the Residential Development, which completion is evidenced by the issuance of the certificate of occupancy for the Residential Development (the "Restrictive Period")

HOU3. Residential Development units shall be leased for a term of not less than twelve (12) months, provided, however, up to ten percent (10%) of the units may be leased for a term of less than twelve (12) months but not less than six (6) months.

DRAFT

PLANS AND EXHIBITS

Application for Major Modification of Development Agreement (#SA-02014), dated 7/1/2021, with exhibits:

Exhibit A: *Development Agreement Application Form*

Exhibit B: *Legal Description and Survey*

Exhibit C: *Description of Public and Private Facilities*

Exhibit D: *Description of Land Reserved for Public Purposes*

Exhibit E: *Description of Anticipated Development Permits*

Exhibit F: *Final Certificate of the Secretary of Energy and Environmental Affairs on the Environmental Notification Form dated March 25, 2002*

Exhibit G: *Preliminary Site Plan*

Exhibit H: *Letter of Support from Local Officials*

Exhibit I: *Letter of Support from Cape Cod Hospital*

Exhibit J: *Fiscal Impact Report*

Exhibit K: *Traffic Approach Summary*

Exhibit L: *Affordability Narrative*

Exhibit M: *Sustainability Narrative*

Exhibit N: *Design Guidelines*

Exhibit O-I: *Proposed ANR Plan*

Exhibit O-II: *Conceptual Lot Division Plan*

Exhibit 1: *Sketch Plan of Land in Barnstable, MA #35 Wilkens Ln Area*, dated 10/24/2018, prepared by Down Cape Engineering, Inc.

Exhibit 2: *Plan of Land of #35 Wilkens Lane, Barnstable, MA*, Approval Not Required plan, prepared by Down Cape Engineering, Inc., dated 11/22/2021

Exhibit 3: Existing Design Review Procedure for the Hospital, as revised

Exhibit 4: *Hadaway Road Medical Community Design Guidelines*, prepared by TRO/The Ritchie Organization, dated 6/14/2003

Exhibit 5: Letter, *Re: Wilkens Lane (CCC File No. DA-02014*, submitted by Elizabeth S. Jenkins, Director of Planning and Development, Town of Barnstable, dated 3/1/2022

Exhibit 6: *Transportation Impact Assessment, Cape Cod Health Care Medical Campus – 35 Wilkens Lane*, prepared by Jeffrey Dirk, P.E., Vanasse & Associates, Inc., dated 10/13/2021, as supplemented by the Traffic Operations Analysis dated 12/2/2021

DRAFT

Exhibit 7: CCHC Hazardous Materials and Waste Management Program

Exhibit 8: CCHC Mercury Spills Protocol

Exhibit 9: CCHC Construction Waste Management and Recycling Program

Exhibit 10: Cape Cod Rail Trail Easement

Exhibit 11: *Hanover Hyannis Site Development Plans*, civil plan set consisting of 11 sheets, prepared by Nathan Cheal, P.E., TetraTech, Inc., dated 6/25/2021, as revised 10/8/2021

Exhibit 12: *Hanover Hyannis, Wilkens Lane*, landscape plan set consisting of 22 sheets, prepared by GWH Landscape Architects, dated 6/25/2021, as revised 10/8/2021

Exhibit 13: *Hanover 20-05, Hyannis*, architectural plan set consisting of 27 sheets, prepared by W Partnership, Inc., submitted 10/29/2021, undated

Exhibit 14: *Stormwater Management Report, Hanover Hyannis*, prepared by Nathan Cheal, P.E., TetraTech, Inc., dated 6/25/2021

Exhibit 15: *Transportation Improvement Program Summary, Cape Cod Health Care Medical Campus Mixed-Use Development, 35 Wilkens Lane*, unsigned, dated 3/18/2022

Exhibit 16: Supplemental Application Materials, submitted 10/29/2021, consisting of:

- Affordability Narrative
- Sustainability Narrative
- Residential Design Guidelines

Exhibit 17: Phase I Hanover Residential at the Wilkens Campus ("Project"), Responses to Cape Cod Commission ("CCC") Staff & Sub-Committee Comments, dated 3/24/2022, with appendices:

- Appendix A: *Rain Garden Buffer Sketch Plan*, prepared by Hawk Design, Inc., undated
- Appendix B.1: *Planting Site Plan*, prepared by GWH Landscape Architects, dated 3/18/2022
- Appendix B.2: *Plant List*, prepared by GWH Landscape Architects, dated 3/18/2022
- Appendix C: *Parking Demand Study*
- Appendix D: *Site Plan Rendering*

Exhibit 18: *36 Wilkens Lane*, draft Approval Not Required plan, prepared by DiPrete Engineering, dated 5/11/2022

SIGNATURE PAGES FOLLOW

DRAFT

SIGNATURE PAGES

Executed this _____ day of _____, 2022.

Cape Cod Commission:

_____

Cape Cod Healthcare:

_____

Wilkens Lane Properties:

_____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss _____ ____, 2022

Before me, the undersigned notary public, personally appeared _____ in his capacity as Chair of the Cape Cod Commission, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose on behalf of the Cape Cod Commission. The identity of such person was proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned.

Notary Public: _____

My Commission expires:

DRAFT

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss _____ _____, 2022

Before me, the undersigned notary public, personally appeared _____ in his/her capacity as _____ of Cape Cod Healthcare, whose name is signed on the preceding document, and such person acknowledged to me that s/he signed such document voluntarily for its stated purpose on behalf of Cape Cod Healthcare. The identity of such person was proved to me through satisfactory evidence of identification, which was _____....

Notary Public: _____

My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss _____ _____, 2022

Before me, the undersigned notary public, personally appeared _____ in his/her capacity as _____ of Wilkens Lane Properties, LLC, whose name is signed on the preceding document, and such person acknowledged to me that s/he signed such document voluntarily for its stated purpose on behalf of Wilkens Lane Properties, LLC. The identity of such person was proved to me through satisfactory evidence of identification, which was _____.....

Notary Public: _____

My Commission Expires:

DRAFT