

Request for

SPECIAL PERMIT

to the

WAREHAM ZONING BOARD OF APPEALS

YOU CAN BECO.

3059 Cranberry Hwy.  
E. Wareham, MA

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Lockwood Architects SKQ1 -1305 (12.07.2021)

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GAF Engineering



TOWN OF WAREHAM  
ZONING BOARD OF APPEALS

APPLICATION FOR A PUBLIC HEARING FOR A VARIANCE/SPECIAL PERMIT

Certain uses are allowed in several zoning districts only by means of a Variance and/or Special Permit from the Zoning Board of Appeals. Those uses are indicated in the Wareham Zoning By-Laws. To apply for a Variance/Special Permit from the Zoning Board of Appeals, please do the following:

- o Complete this form.
- o Complete information packets. (Directions attached)
- o Submit application form and packet to Town Clerk for signature.
- o Submit application form and packet to Town Collector for signature.
- o Submit completed form, packets, and appropriate fees\*\* to the Zoning Board of Appeals secretary.

\*\*Permits may be issued only after a public hearing. There is a filing fee of \$300.00 per lot, per application for all non-conforming residential lots, whether built upon or not. There is a filing fee of \$750.00 per lot, per application for all commercial applications. In the case of a multi-family development, the fee is \$300.00 plus an additional \$50.00 for every unit over two (2). Please make check payable to the Town of Wareham.

\*\*A check to cover two (2) legal advertisements for the public hearing should be made payable to Wareham Week in the amount of \$100.00.

\*\*The applicant will also be responsible for the costs of sending out abutter notifications by Certified Mail. The cost is \$6.90 per certified letter to each abutter. Please see Zoning Board secretary for cost of mailings. Please make check payable to the Town of Wareham.

I hereby apply for a Variance/Special Permit for a use to be made of the following described place:

STREET & NUMBER: 3059 CRANBERRY HWY LOT: 11 MAP: 1000B

ZONING DISTRICT: SC

USE REQUESTED: MANUFACTURING / PROCESSING

OWNER OF LAND & BUILDING: CRANBERRY COMMONS TEL.#

ADDRESS OF OWNER: 3065 CRANBERRY HWY SUITE 1, E WAREHAM MA

PERSON(S) WHO WILL UTILIZE PERMIT: TENANT (YOU CAN BE CO.)

ADDRESS: 29 PRINCE WAY, PEMBROKE, MA 02359

DATE: 12.10.2021 SIGNATURE: \_\_\_\_\_

This application was received on the date stamped here:

Town Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Tax Collector: \_\_\_\_\_ Date: \_\_\_\_\_

Planning/Zoning Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

Application fee paid: \_\_\_\_\_ Check #: \_\_\_\_\_ Receipt: \_\_\_\_\_

Advertising fee paid: \_\_\_\_\_ Check #: \_\_\_\_\_ Receipt: \_\_\_\_\_

Abutters fee paid: \_\_\_\_\_ Check #: \_\_\_\_\_ Receipt: \_\_\_\_\_



**TOWN OF WAREHAM**

**APPLICANT/CONTRACTOR/REPRESENTATIVE INFORMATION SHEET**

Check Applicable: \_\_\_\_\_ Variance  Special Permit \_\_\_\_\_ Site Plan \_\_\_\_\_ Appeal \_\_\_\_\_

Date stamped in: \_\_\_\_\_ Date decision is due \_\_\_\_\_

Applicant's Name: **William H. Lockwood R.A., of Lockwood Architects for YouCanBeCo.**

Applicant's Address: **PO Box 95 Onset, MA 02558**

Telephone Number: **508.273.0111**

Cell Phone Number: **508.221.1843**

Email Address: **lockwoodarch@gmail.com**

Address of Property/Project: **3059 Cranberry Hwy.**

Landowner Name: **Cranberry Commons. LTD.**

Owner's Address: : **3065 Cranberry Hwy., E. Wareham, MA 02538**

Telephone Number: **508.353.6771**

Contact Person: **William H. Lockwood**

Telephone Number: **508.273.0111**

Map **11**

Lot **1000B**

Zone **SC**

Date Approved \_\_\_\_\_

Date Denied \_\_\_\_\_

Comments:

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## **NARRATIVE REGARDING PROJECT**

RE: YOUCANBECO, LLC  
3059 Cranberry Highway  
Map 11, Lot 1000B

### **SITE DESCRIPTION**

The project is located in the former Ocean Spray Complex which is on the south side of Route 6/28 in a Strip Commercial (SC) Zone. The overall lot area is about 285,300 square feet. The project will renovate and occupy about 1650 square feet on the ground floor of the approximately 110,000 square foot facility. The petitioners hold a three year renewable lease on the primary space with the possibility to expand into the adjacent unoccupied space. The property is currently, and will continue to be, used for mixed purposes.

There are at least 35 on-site loosely structured parking spaces currently provided directly in front of the space on the property. The proposed five employees would require only three spaces. There are numerous other parking opportunities on the site

### **PROJECT DESCRIPTION**

The petitioner proposes to process raw cannabis into various substances and products for wholesale distribution. They will extract resins utilizing two primary methods. Various subsequent processes will be employed to create the final products for packaging and distribution. No direct sales will be conducted on premises.

YouCanBeCo, LLC obtained their Host Agreement with the Town of Wareham in August of 2020. Their Provisional License was approved in January of this year. The facility will employ about five people.

In addition to various specialized workstations and equipment, the facility will include an explosion-proof enclosure for certain processing procedures, and storage of flammables. This enclosure will be vented to the exterior through the roof where odor mitigation procedures and equipment will be employed. The facility is, and will continue to be completely sprinkled. A sophisticated security system meeting the criteria of the Cannabis Control Commission will also be employed.

### **REASONS FOR GRANTING THE SPECIAL PERMIT**

It is properly zoned for the use. The project is located in one of the few places in town where this use would be permitted.

Approval of the Special Permit will create jobs during construction and about five permanent jobs initially. It will also bring economically viable usage to an underutilized building.

It is felt that this proposed improvement will provide an overall benefit to the petitioners, the property, and to the Town, and can be accomplished without substantial detriment to the public good during or after construction. It is further felt that this can be accomplished without nullifying or substantially derogating from the intent or purpose of any of the Town's bylaws.

Approval of the Special Permit will allow the petitioners' project to proceed. We believe that this permit can be reasonably granted, and encourage the Board to favorably review this request.

## YouCanBeCo Process Narrative

### I. *Purpose and Scope*

The purpose of this narrative is to designate the intended process flow for the cannabis Product Manufacturing licensee YouCanBeCo. It is intended for planning purposes only, and should be used to guide the licensee in the set up and onboarding of the process designed by Apt Dev LLC. This document is not intended to serve as any Standard Operating Procedure but defines the base process for which SOP's can be later composed.

### II. *Extractions Narrative*

YouCanBeCo has expressed the intention of manufacturing the following products:

1. Cannabis oil processed from raw material, in various forms, potentially including distillate, shatter, wax, or other forms of cured cannabis concentrates;
2. Solventless cannabis extract, in the form of rosin;
3. Topical cannabis infusions;
4. Cannabis vapor cartridges.

In order to create cannabis oil in a scalable manner, it has been recommended that the licensee plan to utilize cold ethanol extraction for the creation of bulk cannabis oil for use in cartridges and/or in distillate. The purpose of using this solvent based method is to create oil quickly, efficiently, and cleanly, and create a process which will eliminate any potential heavy metal or microbial contamination of the raw material. Cold ethanol extraction is safe to perform with the proper engineering controls, recommended in this narrative, and relatively easy to operate in a consistent manner. Cold ethanol has a low sensitivity to raw material quality, meaning that it is more consistent across a wide variety of raw material qualities.

Rosin pressing is also included in this narrative. Rosin pressing is a highly desirable, solventless processing methodology popularly sold for "as-is" extract use to consumers. Rosin pressing does not remediate heavy metal or microbial contamination concerns, and is sensitive to the quality of raw material input.

Both of the above methodologies are referred to as "primary extraction" techniques, meaning that they convert raw biomass into cannabis oil.

Post processing techniques also included in this narrative are:

1. Activated carbon treatment, to remediate color in ethanol concentrates;
2. Vacuum ovens, to create shatter/wax from ethanol concentrate;
3. Short path distillation, to create cannabis distillate from cannabis material;
4. Decarboxylation, to prepare oil for use in infusions, cartridges, and short path distillation.

#### a. *Cold ethanol process*



- i. Kiefing – Trichomes are removed from bulk biomass using a dry sift kief tumbler (PollenMaster); bulk biomass is discarded (*optional: recover further THC using butane/propane extraction system*)
  - ii. Kief is weighed into beaker;
  - iii. Ethanol is removed from cryo-freezer at -60C; 1 gallon of ethanol is allocated into beaker inside C1D1 enclosure.
  - iv. Mixture is stirred occasionally, steeped for 30-60 minutes;
  - v. Mixture is filtered using Buchner funnel vacuum filtration;
  - vi. Mixture is re-filtered as necessary to clarify resulting liquid;
  - vii. Pulverized activated carbon is weighed out and mixed into solution inside the C1D1 enclosure;
  - viii. Mixture is stirred for 45 minutes on heat;
  - ix. Mixture is filtered using Buchner funnel vacuum filtration;
  - x. Mixture is re-filtered using tight filters to remove all activated carbon particulates;
  - xi. Mixture is moved to rotary evaporation for bulk ethanol removal;
  - xii. Oil is purged and decarboxylated using rotary evaporator, or on hot plate.
  - xiii. Oil is tared and weighed into METRC system.
  - xiv. **Oil is ready to use for distillation, full spectrum cartridges, or infusions.**
- b. *Rosin pressing*
- i. Kiefing – Trichomes are removed from bulk biomass using a dry sift kief tumbler (PollenMaster) (*optional upgrade for certain rosin specialties – replace Kiefing with water-hash manufacturing*);
  - ii. Kief is weighed into 20-30g, 70-80µm filter bags and set aside;
  - iii. Each bag is folded into directional parchment papers;
  - iv. Bags are pressed on the rosin press inside parchment paper, 2-3 minutes apiece, with rosin extruding onto parchment paper.
  - v. Rosin is collected from all parchment papers, homogenized, and sampled for testing.
  - vi. **If passes microbial and heavy metals testing, rosin is ready to be weighed and packaged.**
- c. *Cold ethanol wax, shatter, other concentrate forms*
- i. Conducting cold ethanol process, proceed through step xi.
  - ii. When the solution is approximately 5% ethanol, remove oil from rotary evaporator. *Oil should not be decarboxylated or purged, and water bath on evaporator should not exceed 45C.*
  - iii. Pour thin onto parchment paper on vacuum oven tray
  - iv. Place in vacuum oven
  - v. Dry for 4-7 days, flipping daily. For shatter, do not exceed 105F. For wax, do not exceed 115F. Sugar, budder, other concentrate forms can be created through careful technique. Wax also requires whipping of the concentrate to aerate.
  - vi. Remove, weigh, and sample.
  - vii. **If material passes Volatile Organic Chemical tests (residual solvent or VOC's), concentrate is ready to be weighed and packaged.**
- d. *Short path distillation*

- i. After oil is fully purged and decarboxylated, oil is placed in short path distillation system boiling flask
- ii. Cannabis oil is distilled using vacuum <1000mtorr and heat of about 200C.
- iii. Cannabis distillate is collected, weighed, and sampled for testing.
- iv. **Distillate can now be used for cartridges**

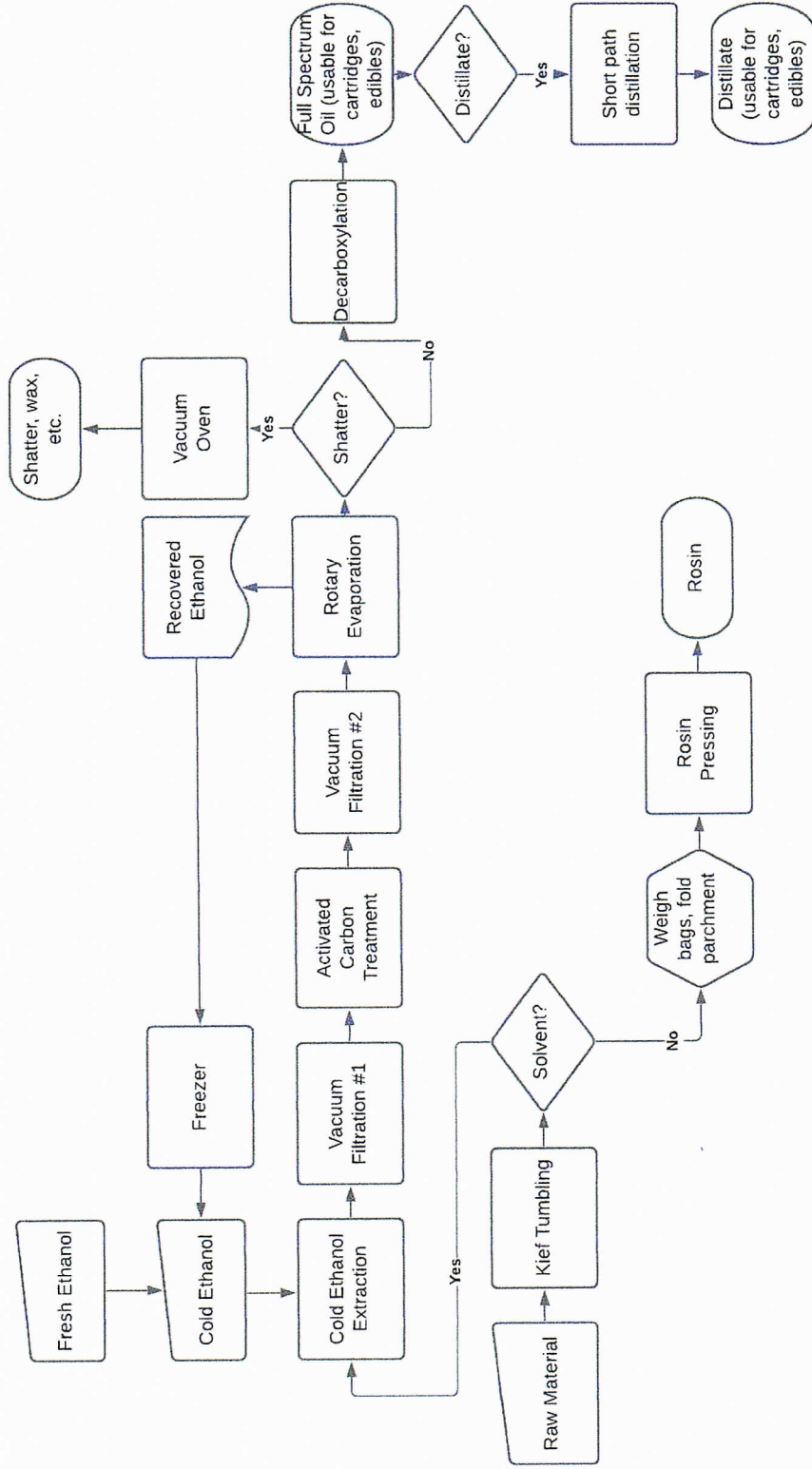
### III. *Required engineering and safety controls*

- a. C1D1 room should be ventilated according to specifications listed by manufacturer, with correct HVAC installed using explosion proof fans.
- b. An exterior exhaust manifold for all operating vacuum pumps should be mechanically attached to the C1D1 exhaust. This can be done using ½” copper tubing with a barb manifold
- c. Proper PPE should be specified for each station, including hot/cold gloves, nitrile gloves and safety glasses for all operations, and chemi-resistant gloves and apron where appropriate
- d. If storing ethanol drums on site, flammability cabinet can be placed in room and grounded, or ethanol drum can be stored directly in C1D1 enclosure.

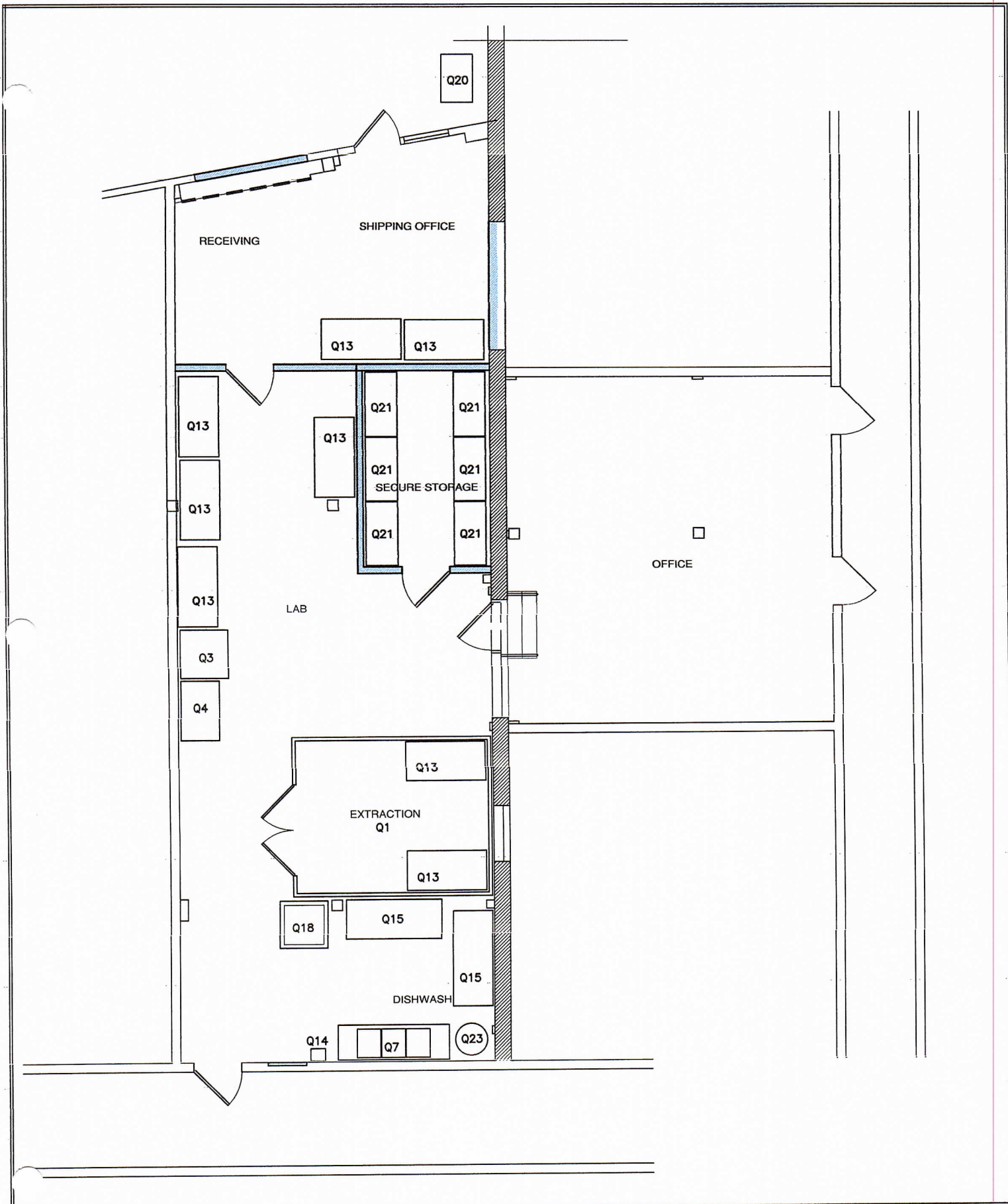
### IV. *Security considerations*

- a. Explosion proof cameras will be required in C1D1 room per CCC requirements;
- b. Vault/cage will required camera coverage and either a secondary padlock or special access fob

# PROCESS FLOW DIAGRAM







**LOCKWOOD ARCHITECTS**

219 ONSET AVE., PO BOX 95  
 PHONE:  
 E-MAIL

ONSET, MA 02558  
 508.273.0111  
 LOCKWOODARCH@GMAIL.COM

**YOU CAN BE CO**  
 CRANBERRY COMMONS  
 3065 Cranberry Hwy., Wareham, MA

1305

12.7.21

SCALE: 1/8" = 1'-0"

**DRAWING**

**SKQ1**



MAP & LOT	OWNER	CO-OWNER	STREET ADDRESS	TOWN	STATE	ZIP CODE
TOWN OF WAREHAM ABUTTERS						
MAP 11 LOT 100/B	OWNER CRANBERRY COMMONS LTD					
12-1011	COMMONWEALTH OF MASS	EXEC OFFICE OF TRANS & CONST MULTI-MODEL RAIL UNIT	10 PARK PLAZA RM 3170	BOSTON	MA	02116
12/A	ANGUS DONALD H & NANCY C TRUSTEES	JOHNSON JOAN S TRUSTEE	PO BOX 270	BUZZARDS BAY	MA	02532
12-LC3/B	DUBIN RICHARD S TRUSTEE	C/O ROLAND'S TIRE SERVICE	11 HOWLAND RD	FAIRHAVEN	MA	02719
131/D	ANGUS DONALD H	ANGUS NANCY C TRUSTEES	PO BOX 270	BUZZARDS BAY	MA	02532
11/E	EDMUNDS ALFRED B		123 ROCKWELL ST	MALDEN	MA	02148
131-LC29	PIMENTAL REALTY LLC		PO BOX 760	W WAREHAM	MA	02576
131-LC15	O'MELIA RICHARD	O'MELIA DIANA	PO BOX 1500	ONSET	MA	02558
11-1000/B	CRANBERRY COMMONS LTD		3065 CRANBERRY HWY SUITE 1	E WAREHAM	MA	02538
11-184	LANZA PHILIP A	LANZA PATRICIA M	PO BOX 292	E WAREHAM	MA	02538
131-1020	WGI HOLDINGS LLC		9 HEMLOCK RD	WESTON	MA	02493
11-194	INSTAR ELECTRIC COMPANY	PROPERTY TAX DEPT	PO BOX 2915	HARTFORD	CT	06104
11-196	JACKSON ROBERT H TRUSTEE	ROBERT H JACKSON TRUST	PO BOX 747	ONSET	MA	02558
131-1021	EL BABA AFIF		28 KILLARNEY WAY	ATTLEBORO	MA	02703
10-1000	3067 CRANBERRY HIGHWAY LLC		3067 CRANBERRY HWY	E WAREHAM	MA	02538
CERTIFIED ABUTTERS AS THEY						
APPEAR ON OUR TAX ROLLS						
AS OF 6/1/2021						
<i>M. Rene Atkins</i>						
ASSESSORS OFFICE						
REQUESTED BY						
BILL LOCKWOOD						
508 273-0111						
LOCKWOODARCH@GMAIL.COM						



- MA Places
  - Fire Station
  - Police Station
  - Town Hall
  - Public Library
  - School
- Buildings
- Parcels
- Town Boundary
- MA Highways
  - Interstate
  - US Highway
  - Numbered Road
- Streets
- Bathymetry
  - 0-5 ft
  - 5-10 ft
  - 10-15 ft
  - 15-20 ft
  - 20-30 ft
  - 30-40 ft
  - 40-50 ft
  - 50-60 ft
  - 60-70 ft
  - 70+ ft
- Abutting Town Labels
- Abutting Towns



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



Printed on 07/14/2021 at 04:31 PM



# 3059 CRAN HWY

**Location** 3059 CRAN HWY

**Mblu** 11 / 1000/B /

**Acct#**

**Owner** CRANBERRY COMMONS LTD

**Assessment** \$1,055,300

**Appraisal** \$1,055,300

**PID** 3172

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$242,400	\$812,900	\$1,055,300

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$242,400	\$812,900	\$1,055,300

## Owner of Record

**Owner** CRANBERRY COMMONS LTD

**Sale Price** \$165,000

**Co-Owner**

**Certificate**

**Address** 3065 CRANBERRY HWY SUITE 1  
E WAREHAM, MA 02538

**Book & Page** 9639/0102

**Sale Date** 06/15/1993

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
CRANBERRY COMMONS LTD	\$165,000		9639/0102	06/15/1993

## Building Information

### Building 1 : Section 1

**Year Built:** 1901

**Living Area:** 109,518

**Replacement Cost:** \$3,233,939

**Building Percent Good:** 5

**Replacement Cost**

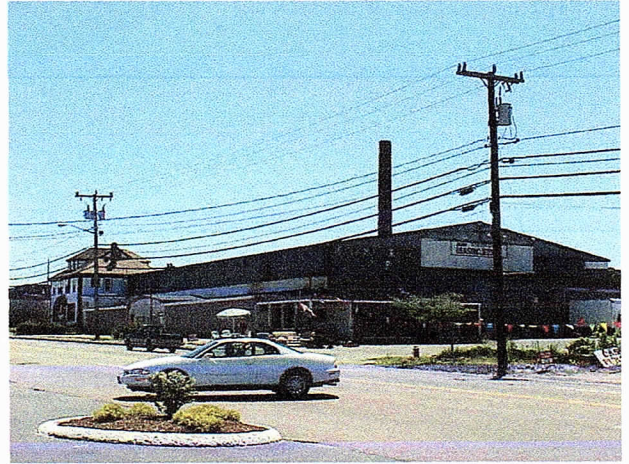
**Less Depreciation:** \$161,700

**Building Attributes**



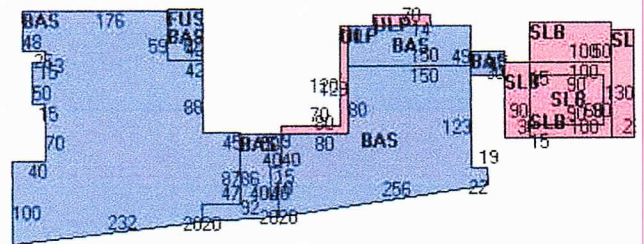
Field	Description
Style:	Warehouse
Model	Ind/Lg Com
Grade	Fair
Stories:	2
Occupancy	30.00
Exterior Wall 1	Wood Shingle
Exterior Wall 2	Asphalt
Roof Structure	Irregular
Roof Cover	Asphalt Shing
Interior Wall 1	Minimal
Interior Wall 2	Open/Bv Brd
Interior Floor 1	Concr-Finished
Interior Floor 2	Hardwood
Heating Fuel	None
Heating Type	None
AC Type	None
Struct Class	
Bldg Use	RETAIL MDL-96
Total Rooms	
Total Bedrms	00
Total Baths	8
1st Floor Use:	3221
Heat/AC	HEAT/AC SPLIT
Frame Type	WOOD FRAME
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEIL & MIN WL
Rooms/Prtns	ABOVE AVERAGE
Wall Height	15.00
% Comn Wall	0.00

### Building Photo



(<http://images.vgsi.com/photos2/WarehamMAPPhotos//00\00\06\05.jpg>)

### Building Layout



([http://images.vgsi.com/photos2/WarehamMAPPhotos//Sketches/3172\\_3172](http://images.vgsi.com/photos2/WarehamMAPPhotos//Sketches/3172_3172))

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
BAS	First Floor	106,914	106,914	
FUS	Upper Story	2,604	2,604	
SLB	Slab Fndtn	20,080	0	
ULP	Loading Platform, Unfinished	2,900	0	
		132,498	109,518	

### Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
R1	SPRINKLERS-WET	114752.00 S.F.	\$5,700	1
MEZ2	FINISHED	12484.00 S.F.	\$15,600	1
MSC50	HEAT	64280.00 UNIT	\$8,000	1

### Land

**Land Use**

**Use Code** 3221  
**Description** RETAIL MDL-96  
**Zone** SC  
**Neighborhood** 7000  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 6.44  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$812,900  
**Appraised Value** \$812,900

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			40000.00 S.F.	\$50,000	1
SGN1	SIGN-1 SD W/M			96.00 S.F.&HGT	\$1,400	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$242,400	\$812,900	\$1,055,300
2020	\$242,400	\$812,900	\$1,055,300
2019	\$235,400	\$774,200	\$1,009,600

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$242,400	\$812,900	\$1,055,300
2020	\$242,400	\$812,900	\$1,055,300
2019	\$235,400	\$774,200	\$1,009,600

New England ALLBANK for Savings,

a corporation duly established under the laws of the Commonwealth of Massachusetts

and having its usual place of business at 29 Parker Street, Gardner, Worcester County, Massachusetts

holder of a mortgage

and financing statement from Real Vest Corporation to New England ALLBANK for Savings dated February 19, 1988, recorded with Plymouth County Registry of Deeds, Book 8302, Page 210 and also registered as Document No. 283558, noted on Certificate of Title No. 74313, issued from Plymouth County Registry District of the Land Court, and financing statement recorded with Plymouth County Registry of Deeds, Book 8302, Page 220, and registered as Document No. 283559, noted on Certificate of Title No. 74313, issued from Plymouth County Registry District of the Land Court

, by the power conferred by said mortgage and

every other power, for -ONE MILLION, EIGHT HUNDRED AND FIFTY-FIVE THOUSAND AND dollars 00/100ths (\$1,855,000.00)

paid, grants to New England ALLBANK for Savings, a banking corporation duly organized under the laws of the Commonwealth of Massachusetts and having its usual place of business at 29 Parker Street, Gardner, Worcester County, Massachusetts the premises conveyed by said mortgage.

Property address:  
3065 Cranberry Highway  
Wareham, Mass.

TAX 8958.80  
CHK 8958.80  
2262A008 09:58  
EXCISE TAX

03/08/98

DEEDS REG 18  
PLYMOUTH

CANCELLED

102



Witness the execution and the corporate seal of said corporation this fifth day of February 19 90.

*Jeffrey W. Mitchell*  
Notary Public

New England ALLBANK for Savings  
By: *Charles A. Stone*  
Charles A. Stone, President  
By: *David Gale*  
David Gale, Senior Vice President and Treasurer

The Commonwealth of Massachusetts

Worcester, ss. Gardner, MA February 5, 19 90

Then personally appeared the above named Charles A. Stone, President as aforesaid and David Gale, Senior Vice President and Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of New England ALLBANK for Savings, before me,

*Jeffrey W. Mitchell*  
Jeffrey W. Mitchell Notary Public  
My commission expires June 29 19 90

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

BOOK 9639 PAGE 104

**Affidavit**

We, Charles A. Stone, President and David Gale, Senior Vice President and Treasurer and duly authorized agents of New England ALLBANK for Savings, named in the foregoing deed, make

oath and say that the principal, interest and tax obligations mentioned in the mortgage above referred to <sup>were</sup> not paid or tendered or performed when due or prior to

the sale, and that on behalf of said Bank, we published on the 22nd and 29th days of November, 1989 and on the 6th day of December 1989 in the Wareham Courier

a newspaper published or by its title page purporting to be published in Wareham, Plymouth County, aforesaid and having a circulation therein, a notice of which the following is a true copy

(INSERT ADVERTISEMENT)

SEE EXHIBIT "A" ATTACHED

We also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices registered mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed, the sale was postponed by public proclamation to January 25, 1990 at 11:00 A.M., on the mortgaged premises known as and numbered 3065 Cranberry Highway; at which time and place upon the mortgaged premises the sale was further postponed by public proclamation to January 25, 1990 at 3:00 P.M., on the mortgaged premises known as and numbered 3065 Cranberry Highway; at which time and place upon the mortgaged premises the sale was further postponed by public proclamation to January 26, 1990 at 11:00 A.M., on the mortgaged premises known as and numbered 3065 Cranberry Highway\*, we sold the mortgaged premises on behalf of said New England ALLBANK for Savings, at public auction by Paul Kyriazos, an auctioneer, to NEW ENGLAND ALLBANK FOR SAVINGS

\*at which time and place upon the mortgaged premises

above named, for - ONE MILLION, EIGHT HUNDRED AND FIFTY-FIVE THOUSAND AND 00/100ths (\$1,855,000.00) dollars

bid by said New England ALLBANK for Savings

, being the highest bid made therefor at said auction

*Charles A. Stone*  
Charles A. Stone  
*David Gale*  
David Gale

Signed and sworn to by the said Charles A. Stone, President and David Gale, Senior Vice President and Treasurer and duly authorized agents of said New England ALLBANK for Savings, February 5, 1990, before me,

*Jeffrey W. Mitchell*  
Jeffrey W. Mitchell Notary Public  
My commission expires June 29 1990



## EXHIBIT "A"

## WAREHAM COURIER

**MORTGAGEE'S SALE  
OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by REAL VEST CORPORATION to NEW ENGLAND ALLIANCE FOR SAVINGS, dated February 19, 1968, recorded with Plymouth County Registry of Deeds, Book 8302, Page 210, and also registered as Document No. 283558, noted on Certificate of Title No. 74313, issued from Plymouth County Registry District of the Land Court, and a financing statement recorded with Plymouth County Registry of Deeds, Book 8302, Page 220, and registered as Document No. 283559, noted on Certificate of Title No. 74313, issued from Plymouth County Registry District of the Land Court, of which mortgage and financing statement the undersigned is the present holder, for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public

Auction at 10:00 a.m. on Thursday, December 21, 1969, on that portion of the mortgaged premises known as and numbered 3085 Cranberry Highway, (Route 28), Wareham, Massachusetts, the premises described in said mortgage, to wit:

"A certain parcel of land together with all buildings and structures now or hereafter standing or placed thereon situated in Wareham, Plymouth County, Massachusetts, being known and numbered 3085 Cranberry Highway (Route 28) and being more particularly described as follows:

Beginning at a point which is the southwesterly intersection of Cranberry Highway (Route 28) and Main Avenue in Wareham, Massachusetts said point bearing north 60-52-18 west a distance of eighty six and five hundredths (86.05) feet from a Massachusetts Highway bound; thence running in four courses, along the southerly

sideline of Cranberry Highway the first bearing north 60-52-18 west a distance of two hundred twenty three and ninety three hundredths (223.93) feet to a point; thence by a curve to the left whose radius is one thousand nine hundred seventy (1970) feet a distance of three hundred fourteen and ninety three hundredths (314.93) feet to a point; thence turning and running north 70-01-50 west a distance of two hundred thirty two and sixty eight hundredths (232.68) feet to a point; thence turning and running north 71-59-18 west a distance of one hundred eighty six and sixteen hundredths (186.16) feet to a point; thence turning and running by other land of Metro Sales Co., Inc. bearing south 13-24-48 west a distance of two hundred thirty (230) feet to a point; thence turning and running by land of Metro Sales Co., Inc. north 83-40-18 west a distance of twenty-four (24.00) feet to a concrete bound; thence turning and

running by land of Metro Sales Co., Inc. south 20-09-48 west a distance of one hundred twelve and twenty three hundredths (112.23) feet to a bound in the northerly side line of land of the Commonwealth of Massachusetts Executive Office of Transportation (formerly the New York, New Haven and Hartford Railroad); thence turning and running by those courses along the northerly side line of the Commonwealth of Massachusetts Executive Office of Transportation land first running south 75-49-55 east a distance of thirty nine and ninety five hundredths (39.95) feet to a point; thence turning and running south 12-01-40 west a distance of eight and twenty five hundredths (8.25) feet; thence turning and running south 75-49-55 east a distance of nine hundred fifty three and forty hundredths (953.40) feet to a point which is the northwesterly intersection of land of the Commonwealth of Massachusetts and Main

Avenue; thence turning and running along the westerly side line of Main Avenue north 14-43-34 east a distance of one hundred ninety five and fifteen hundredths (195.15) feet to the point of beginning. Said parcel containing 6.56 acres as shown on a plan entitled "As-Built, Prepared for Metro Sales Co., Inc." by Hildell-Pyster & Associates, Inc. dated September 23, 1966, Revision November 7, 1966 and recorded a plan No. 1334 of 1966 with Plymouth Registry of Deeds. The above described premises includes a registered parcel of land, more particularly described as "Parcel One."

For Grantor's title see third from Metro Sales, Inc., dated March 10, 1968, recorded with Plymouth Deeds at Book 7286, Page 78.

Parcel One - That certain parcel of land situated in said Wareham in the County of Plymouth and said Commonwealth, bounded and described as follows:

**SOUTHWESTERLY,  
NORTHWESTERLY,  
SOUTHWESTERLY:** by land now or formerly of NYNH & HRR now of Commonwealth of Massachusetts, Executive Office of Transportation, 30.00±, 8.25 and 39.95 feet;

**NORTHWESTERLY AND  
NORTHERLY:** By LOT NO. 22 on the plan; hereinafter described 112.23, 13.00±;  
**EASTERLY:** By Little Heron River.

All of said boundary lines, except water lines, are determined by the Land Court to be located on subdivision plan 14393W drawn by Walter E. Rowley, Surveyor, dated July 25, 1946, and filed with Certificate of Title No. 8444 and the above described land is shown as Lot 38 on said plan.

For title see Certificate of Title No. 74313.  
Also included as part of said sale are those articles of personal property covered by a certain security agreement executed in connection with

said mortgage and evidenced by financing statement filed in connection therewith.

Sale will be made subject to all unpaid taxes, tax titles, municipal liens and assessments, if any.

Terms of Sale: \$50,000.00 in cash, certified check or bank check is to be paid by the purchaser at the time and place of sale - balance in thirty (30) days. Other terms to be announced at sale.

Signed,  
**NEW ENGLAND ALLIANCE  
FOR SAVINGS,**  
present holder of  
said mortgage and  
financing statement,  
by its attorney,  
Leonard S. Lakin,  
Hinckley, Allen,  
Snyder & Cohen,  
One Financial Center,  
Boston, Massachusetts  
02111-1628  
Nov. 23, 69, Doc. 6



BOOK 9639 PAGE 106

(SEAL)

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT

Case No. 134068

New England ALLBANK for Savings  
VS  
Real Vest Corporation; Metro-Sales Co., Inc.; Frank Gillis; Marilyn Mackey Gillis; and  
Cape Cod Bank & Trust Company

JUDGMENT

Under the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, this cause came on to be heard and thereupon, upon consideration thereof, it is

ORDERED AND ADJUDGED that the plaintiff\* be authorized and empowered to make an entry and to sell the property covered by the mortgage\* given by Real Vest Corporation to Plaintiff dated February 19, 1988, recorded with Plymouth County Registry of Deeds, Book 8302, Page 210, and also registered as Document No. 283558, noted on Certificate of Title No. 74313, issued from Plymouth County Registry District of the Land Court, and Financing Statement recorded with Plymouth County Registry of Deeds, Book 8302, Page 210, and registered as Document No. 283559, noted on Certificate of Title No. 74313, issued from Plymouth County Registry District of the Land Court, as set forth in the complaint in accordance with the powers contained in said mortgage.

By the Court. ( Fenton, J. )  
Attest:

JEANNE M. MALONEY  
Deputy Recorder

Entered: October 24, 19 89

\*"Plaintiff" and "mortgage" as used herein shall include singular or plural as the case may be.

MARCH 6, 1990 APPROVAL

LWT

The entry and sale, having been made as duly authorized by the judgment, are hereby approved insofar as compliance with the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, is concerned.

*[Signature]*  
Justice

(THIS JUDGMENT AND APPROVAL THEREOF, SHOULD BE RECORDED OR REGISTERED WITHIN THIRTY (30) DAYS OF APPROVAL, WITH THE FORECLOSURE DEED, AFFIDAVIT OF SALE, AND CERTIFICATE OF ENTRY IN THE PROPER REGISTRY OF DEEDS.)

LCD-11-9/88

REC'D MAR 8 1990 AT 10 8 3 AM AND RECORDED

## LEASE AGREEMENT

The following is an agreement between Cranberry Commons LTD., (its successors and assigns) 3065 Cranberry Hwy. Suite 1 East Wareham, MA 02538 (hereafter referred to Landlord) and YouCanBeCo LLC, % 24 Prince Way, Pembroke, MA 02359 (hereafter referred to as Tenant.) The conditions of the agreement follow:

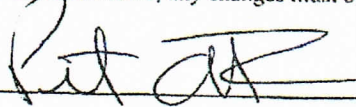
1. Landlord agrees to lease 1,500 +/- square feet of space described as "Unit C21 and B29" to Tenant for three years. The lease commences on October 1, 2021. The lease shall renew automatically unless either party chooses to terminate by notifying the other in writing with 3 months' notice in advance.
2. The monthly rent is \$1,500 due and payable on or before the 1st day of each month
3. The space is being rented as is, empty and broom swept.
4. Landlord retains the right to enter the leased premises for emergencies and maintenance. Notice will be given to the tenant if emergency entrance is made within 2 hours of the emergency. Other instances will be scheduled with the tenant in advance.
5. Landlord shall maintain the sprinkler system, building exterior including the roof, common hallways, public restrooms, and parking areas.
6. Snow removal and salting are also billed on a square foot basis, with an annual cap of \$1,500.
7. There is no subletting.
8. Tenant is responsible for notifying the landlord of any leaks or defects as they arise and for taking the necessary means to protect its Property, and further agrees to hold Landlord harmless for any damage to its property or equipment for any reason including but not limited to flooding or roof leaks provided the landlord is not negligent and exercises reasonable care.
9. Tenant shall have access to common areas for parking; Tenant must keep common areas of access open for common usage and, as required by Landlord, use alternative parking spaces on the premises, designated by Landlord.
10. Tenant is responsible for its own expenses and interior maintenance, including: rubbish removal, insurance, and for keeping its own steps and deck clear of snow and ice. Tenant agrees that it is fully responsible for the legal handling and disposal of any of its byproducts or materials that may be deemed to be hazardous. Tenant shall maintain interior of its space including items such as doors and light bulbs.
11. Landlord shall permit tenants to place a dumpster on the property that is reasonably accessible and near to the unit of the tenant and the disposal company.
12. Electrical usage is individually metered and billed by Landlord at the current Eversource rate. Tenant acknowledges that Landlord is under no obligation to provide electricity, if lease is in default.
13. Tenant is responsible for ensuring its own contents and equipment and for maintaining a general liability insurance policy of no less than one million dollars' coverage naming Landlord as an additionally insured interest on the policy, and to provide Landlord with a copy of the policy endorsement prior to occupancy and annually.
14. Tenants must install and maintain the necessary fire extinguishers required by the Onset Fire Department and provide any, and all, documentation required for possession and disposal of hazardous materials.
15. Any alterations to the space must comply with the local and state codes and be approved by Landlord in writing. Landlord agrees that Tenant may create or remove rooms within the space at Tenant's own expense, so long as the rooms do not close off any vital means of access or egress or interfere with the existing sprinkler or fire alarm systems. Any alterations related to the tenant's business needs will not be unduly denied or delayed.
16. As a general rule; the Landlord pays the property taxes, sewer fees and common area maintenance, however, Landlord retains the right to bill Tenant on a pro-rata basis of the leased space in the given year at the rate of 1% of the total, an amount not to exceed one month's rent per calendar year payable in monthly installments but not before the second year of the lease.
17. Tenant agrees to abide by all local, and state laws, and agrees it is solely responsible for obtaining any, and all, permits needed to operate its business. Tenant may however, void this agreement if its license to operate its business is not granted or is later voided by government actions that cause the operations to cease or if contaminants are found within the unit, not introduced by the tenant, that would prevent the tenant from operating its intended



business in the space or other conditions that are the responsibility of the landlord to maintain that make the space unfit for the tenants intended use, which the landlord acknowledges that he is aware of the tenant's intended use.

- 18. Tenant shall be deemed to be in default of the lease if any payments for rent or other charges owed to Landlord are not paid within 30 days of receipt of a written notice after the scheduled due date. In the event of a tenant default or early termination, the tenant shall be responsible for the remaining term of the lease. Landlords will make reasonable efforts to re-lease the space at similar fair market rents and release the tenant from its obligation equal to that rental value less any costs to re-lease the space.
- 19. In the event of a taking of the leased premises by eminent domain or a total loss by fire, the lease will be void; or if legal action by the federal government is taken related to the activities of the tenant, the lease may be voided as an option to the landlord to cease further legal action.
- 20. Tenant acknowledges that all of the leased space is in a nonsmoking building and that neither staff, nor customers, are permitted to smoke in the leased premises, the common areas, or the bathrooms.
- 21. This document is the entire lease; any changes must be agreed upon in writing by Landlord and Tenant.

Peter A. Ferri, Landlord



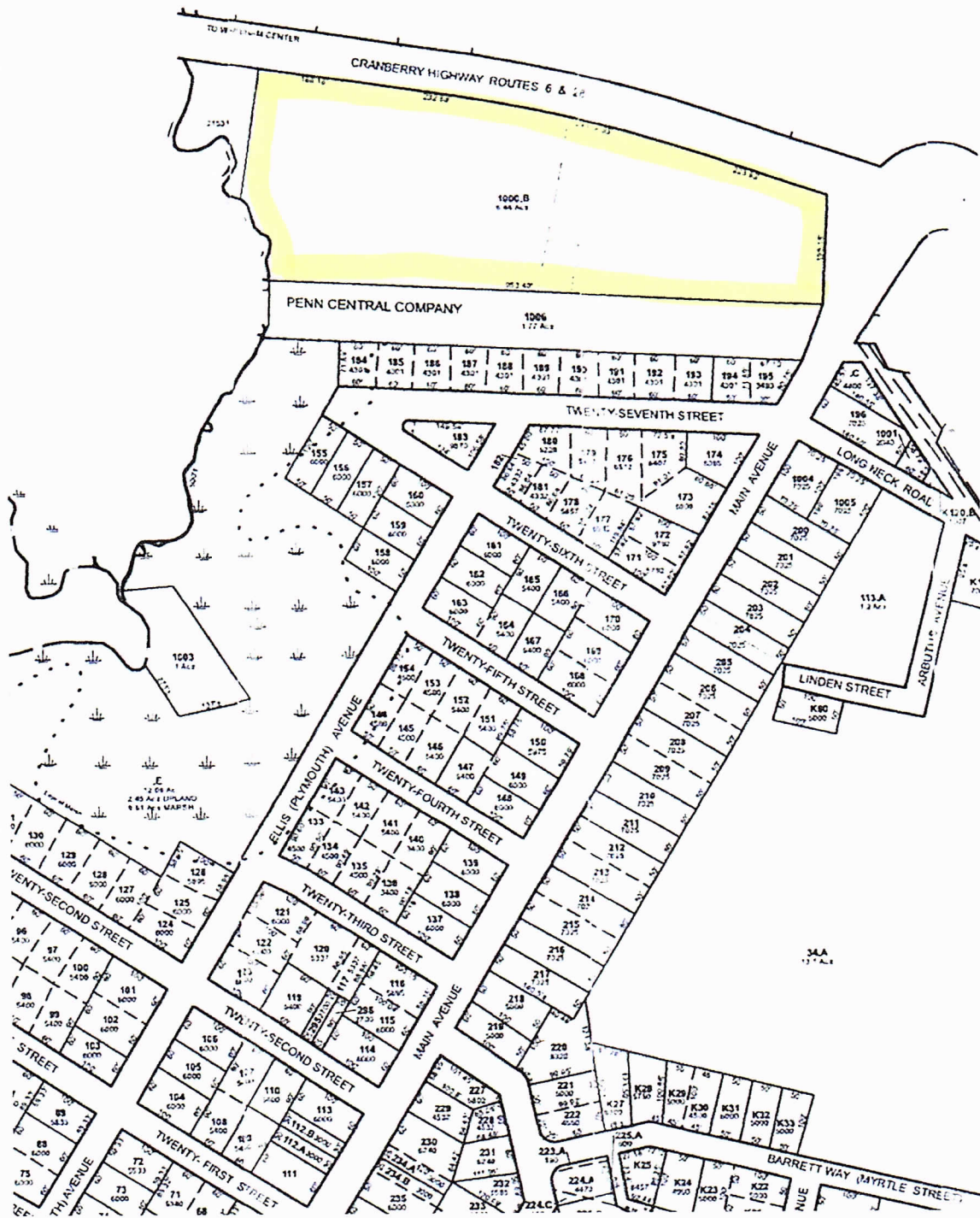
date 10-1-21

YouCanBeCo, LLC  
Tenant



date 10-1-21

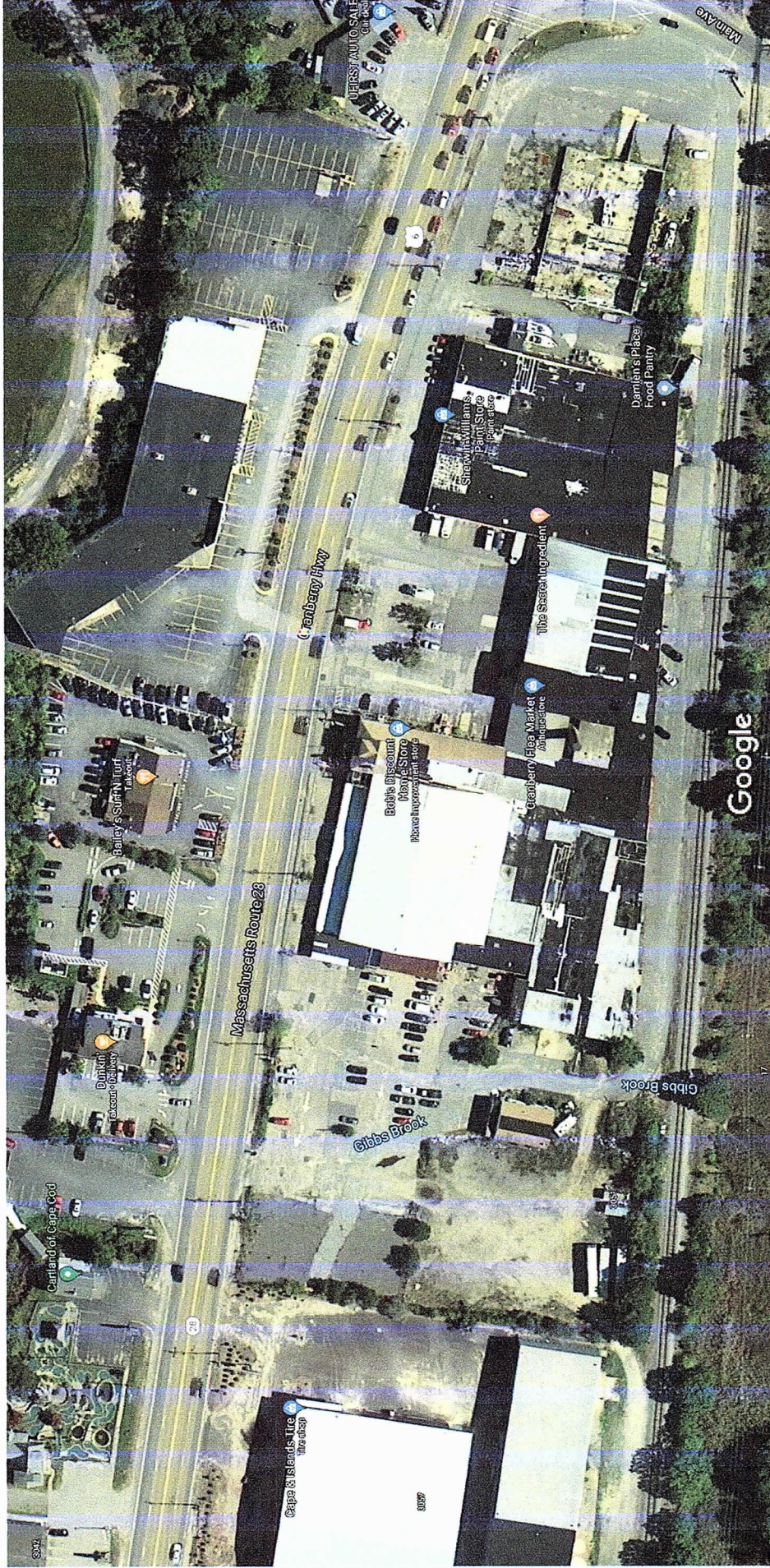
# ASSESSOR'S MAP 11 SEGMENT



WAREHAM ZONING BOARD OF APPEALS  
YOU CAN BE CO.  
3059 Cranberry Hwy..



# Google Maps 3059 Cranberry Hwy



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**EXISTING PHOTO**



VIEW FROM CRANBERRY HWY.