

PROPERTY INFORMATION PACKAGE #25-2142

ABSOLUTE AUCTION

"State Land for Homes" on Behalf of Massachusetts Division of Capital Asset Management & Maintenance

0 LYMAN ST., WESTBOROUGH, MA

5.84+/- Acres of Land Close to Rt. 9 ~ Parcel ID: 38-1C-0 Selling to the Highest Bidder, Regardless of Price

WEDNESDAY, SEPTEMBER 10 AT 11AM

Auction Site: Four Points by Sheraton Boston Newton 320 Washington St., Newton, MA 02468

Site Tour: Tuesday, September 2 (12-1:30pm)

MA Auc. Lic. #111



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TRANSMITTAL LETTER TERMS & CONDITIONS BUYER'S PREMIUM SAMPLE P&S PROPERTY INFORMATION & PHOTOS LOCATION MAP



The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property
Information Packet was derived from reliable sources and
is believed to be correct, but is not guaranteed. Buyers
shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.









8/8/25

Dear Prospective Bidder:

JJManning Auctioneers is pleased to announce that we have been commissioned by the Commonwealth of Massachusetts Division of Capital Asset Management & Maintenance (DCAMM) to sell state-owned real estate located in 5 different Massachusetts towns: Westborough, Northborough, Wilmington, Phillipston and Templeton to promote housing production in the Commonwealth. A housing use requirement will be set out in all deeds.

DCAMM has chosen auction, the accelerated method of marketing, for the disposition of these fabulous properties. The Commonwealth's decision allows you to set the market price for these magnificent properties with your bid. The properties are being sold Absolute where the highest bidder will be the winning bidder, regardless of price. You will have the opportunity to buy the properties at the lowest possible price by bidding one increment higher than the competition.

As you know, the properties are being sold "AS IS", with all faults and without warranty of any kind, whatsoever. For the Phillipston & Templeton properties, be sure to attend the scheduled Open House/Property Preview. For each property, there is a large amount of information in the individual Property Information Packages (PIPS), please review them carefully. The auction will be held at Four Points by Sheraton Boston Newton, 320 Washington Street, Newton, MA on Wednesday, September 10 @ 11a.m. Don't miss it!

The Westborough, Northborough, and Wilmington properties are being sold through the Affordable Homes Act, Chapter 150 of the Acts of 2024 (AHA). These deeds will include a reversionary interest held by the Commonwealth.

Of note, Section 122 of the AHA requires municipalities to allow as-of-right the residential use of surplus land for housing purposes. Municipalities may impose reasonable regulations concerning the bulk and height of structures and determining yard sizes, lot area, setbacks, open space and building coverage requirements and a city or town may require site plan review. The city or town shall permit not less than 4 units of housing per acre. We recommend consulting the AHA and related guidance provided by the Executive Office of Housing and Livable Communities which may be found at https://www.mass.gov/info-details/state-land-for-homes-initiative.

These sales are not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement (P&S) in the packages. You should consult your attorney with any questions regarding the P&S. There can be no changes to the P&S. All bidders are bidding on the same level playing field, under the same Terms and Conditions and on the same P&S.

Don't forget to have the \$10,000 (for the Phillipston & Templeton properties) or \$20,000 (for the Northborough, & Wilmington properties) bank check made out to yourself and bring it with you to the auction. You must show the check and valid ID at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

Our experienced auction staff is available to answer your questions at 800-521-0111, at the open house and one hour before the auction. We welcome your calls or emails. (auctions@jjmanning.com) See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE

President

MA Licensed Auctioneer #111



TERMS & CONDITIONS



STATE LAND FOR HOMES AUCTION

<u>Terms of Sale:</u> 10% deposit of which Ten Thousand (\$10,000) or Twenty Thousand (\$20,000), as follows in the table below, must be presented in certified or bank check at the auction. Remainder of the 10% deposit personal or business check at the conclusion of the auction when you sign the Purchase & Sale Agreement (P&S). Balance is due at Closing.

Town	Address	Certified Amount of 10% Deposit		
Westborough	0 Lyman Street	\$20,000		
Northborough	0 Lyman Street	\$20,000		
Wilmington	0 Salem Street/Rt 62	\$20,000		
Phillipston	461 Freight Shed Rd	\$10,000		
	(Church Hill Rd)			
Templeton	0 Elliot Rd (Off	\$10,000		
	Royalston Rd)			

- <u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to Commonwealth of MA DCAMM.
- <u>B.</u> Subject to terms of the P&S, the Closing is expected to take place 30 days from the auction. This date may be extended or accelerated by Seller pursuant to terms of the P&S.
- <u>C.</u> A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. This sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Property Information Package.
- <u>D.</u> The properties are being sold with housing use restrictions. The Westborough, Northborough, and Wilmington properties will include reversionary interests. We strongly recommend you carefully review the terms of the P&S with counsel to fully understand rights and obligations.
- <u>E.</u> The properties are being sold "AS IS", with all faults and without warranties or representations of any kind, whatsoever. You must rely on your own inspection and judgment when bidding on these properties.

	neer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should rise amongst any bidders, auctioneer's decision shall be final and binding.
G. The pro	operties are being sold "Absolute" to the high bidder(s) regardless of price.
pre-qualify	operties are <u>NOT</u> being sold with a financing contingency. We recommend that you yourself with your lending institution before bidding at the auction sale. This will to bid with confidence!
any conflic	erms, if any, to be announced at the on-site auction sale from the podium. If there is between these Terms and Conditions, this Property Information Package, and the &S will control.



There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

Bid Price: \$100,000.00

Add 10% Buyer's Premium: \$ 10,000.00

Contract sales price: \$110,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into between the Commonwealth of Massachusetts ("Commonwealth"), acting by and through its Division of Capital Asset Management and Maintenance ("DCAMM") (collectively, "Seller") and [BUYER] ("Buyer") on the following terms and conditions:

1. REFERENCE DATA

a.	DATE OF AGREEMENT:	September 10, 2025
b.	SELLER:	Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance One Ashburton Place, 15th Floor Boston, Massachusetts, 02108 Attention: Warren Madden, Sr. Project Manager Phone: 857-319-7573
		Email: Warren.Madden@mass.gov
	With a copy to:	Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance One Ashburton Place, 15th Floor Boston, Massachusetts, 02108 ATTENTION: Brianna Whitney, General Counsel
		Phone: 857-972-4609 Email: Brianna.Whitney@mass.gov
c.	BUYER:	Name:
		Address:
		Attention:
		Phone:
		Email:
d.	AUCTIONEER:	Jerome J. Manning & Co., Inc.
e.	PARTIES:	Collectively, Seller and Buyer.
f.	PROPERTY:	The parcel known as 0 Lyman Street, Westborough, MA, as shown as Parcel 3 on the plan entitled Approval Not Required Plan in the Town of Westborough, Massachusetts , prepared for the Commonwealth of

Massachusetts by Nitsch Engineering, Inc. and dated January 2, 2014 (attached as Exhibit A) including any buildings, structures, and improvements and any fixtures belonging to Seller and located thereon.

g. PURCHASE PRICE: The agreed purchase price for the Property is:

\$______, of which:

\$_____ has been paid as a deposit this day; and

\$_____ are to be paid at the

time of delivery of the deed in cash, or by certified, cashiers, treasurers or bank

check.

h. ACT: Chapter 150 of the Acts of 2024.

i. CLOSING DATE: October 10, 2025, which may be extended or accelerated by Seller

pursuant to Section 8 of this Agreement.

2. AGREEMENT

Seller agrees to sell, and Buyer agrees to buy, the Property upon the terms and conditions set forth in this Agreement, and consistent with the requirements of the Act.

3. TITLE DEED

The Property is to be conveyed by a good and sufficient Release Deed ("**Deed**"). Buyer acknowledges and agrees that the Deed shall convey such title as Seller may have to the Property, without any covenants, warranties, or representations of title running to Buyer. Without limitation, the conveyance shall be subject to all matters of record and subject to applicable laws, rights, restrictions and encumbrances including the following:

- a. The Property shall be used for Housing Purposes. Housing Purposes is defined by the Act as development of housing for use as the primary residence of the occupant including, but not limited to, market rate housing, affordable housing and public housing.
- b. Buyer shall comply with any inclusionary zoning by-law or ordinance of the town of Westborough.
- c. Provisions of the Act including, but not limited to, Section 122 of the Act which allows housing as of right at not less than four units per acre;
- d. Provisions of existing building and zoning, to the extent they do not conflict with the Act, and environmental laws and regulations;
- e. Any liens for municipal betterments;
- f. Any taxes for the current fiscal year whether or not due and payable prior to the Closing Date;
- g. Easements, restrictions, reservations, encumbrances, utility lines, drainage rights and all other matters of record or otherwise shown on a survey plan of the Property, if any.

4. PLANS

If the Deed refers to a plan necessary to be recorded or Seller requests a plan and metes and bounds description, Buyer, at its sole cost and expense, shall prepare and deliver such plan in form acceptable to Seller and adequate for recording or registration at the time of delivery of the Deed.

5. PURCHASE PRICE; BUYER RESPONSIBLE FOR CERTAIN COSTS

- a. The agreed Purchase Price for the Property is set forth in Section 1 above and shall be paid in accordance with the provisions of this Agreement.
- b. Buyer shall be responsible for all transaction costs and expenses ("Transaction Expenses") including, but not limited to, title review, appraisals, surveys, plans, studies, filings and recording and any other expenses relating to the sale of the Property, as deemed necessary by Seller, in Seller's sole discretion, and shall be paid upon request of Seller, but in no event later than the Closing Date.

6. NO ADJUSTMENTS

No adjustments shall be made to the Purchase Price at closing for real estate taxes or other matters.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

- a. The Deed is to be delivered at 11:00 AM ET on the Closing Date above at the office of Seller, subject to Seller's rights under Section 8 below, unless otherwise agreed upon in writing by the Parties.
- b. On the Closing Date, Buyer shall execute, acknowledge and/or deliver to Seller such documents as may be reasonably requested by Seller in order to effect the sale and conveyance contemplated by this Agreement, including, without, limitation:
 - i. A Beneficial Interest Disclosure Statement in accordance with the requirements of M.G.L. Chapter 7C, Section 38, in the form attached hereto as **Exhibit B**;
 - ii. A MEPA Agreement, in the form attached hereto as Exhibit C;
 - iii. Such other documents and instruments as may reasonably be required by Seller.

8. EXTENSION TO CONFORM OR ACCELERATION OF CLOSING

- a. If Seller shall be unable to give title or to make conveyance or to deliver possession of the Property, all as herein stipulated, then, at or before the time for performance hereunder, the Closing Date shall be extended to the date specified in a written notice from Seller, but in no event more than one hundred eighty (180) days, with an additional extension for a *force majeure event* (for a like number of days due to the force majeure event), if needed, such as Acts of God, pandemics and other mass illnesses, labor availability and strife, and materials, equipment and supply delays and unavailability. The use of reasonable efforts by Seller shall not require the expenditure of any money by Seller whatsoever.
- b. If Seller is able to give title and to make conveyance and to deliver possession of the Property, as herein stipulated, and all other conditions for closing are satisfied prior to October 10, 2025, then Buyer and Seller may agree, in writing, to accelerate the Closing Date to the date.

9. FAILURE TO PERFECT TITLE OR DELIVER POSSESSION

If at the expiration of any extended time arising pursuant to Section 8 hereof, Seller shall have failed to remove any defects in title, deliver possession, or make the Property conform to the terms of this Agreement, as the case may be, then all obligations of the Parties shall cease, and this Agreement shall be void without recourse to the Parties hereto, except that Buyer shall remain obligated to pay for all Transaction Expenses within thirty (30) days of termination. This payment obligation shall survive termination of this Agreement.

10. BUYER'S ELECTION TO ACCEPT TITLE

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Property and to pay the Purchase Price and all Transaction Expenses, without deduction, in which case Seller shall convey such title to Buyer.

11. ACCEPTANCE OF DEED

The acceptance of the Deed by Buyer shall be deemed full performance and discharge of every agreement and obligation of Seller contained or expressed in this Agreement, except such as are by the terms hereof expressly survive delivery of the deed.

12. PROPERTY SOLD "AS IS"

Notwithstanding any other terms and conditions of this Agreement, the Property is being sold and delivered to Buyer "AS IS" "WHERE IS" and "WITH ALL DEFECTS" without any representations or warranties of any kind whatsoever; and Buyer acknowledges that it is buying the Property "AS IS" "WHERE IS" and "WITH ALL DEFECTS" without any warranties or representations of any kind, whatsoever.

13. ENVIRONMENTAL RELEASE AND INDEMNIFICATION COVENANT

(a) Effective as of the date of the Release Deed and to the extent allowed by law, Grantee for itself and for its present and future interest holders, owners, beneficiaries, officers, partners, directors, members, managers, agents, contractors, consultants, employees, representatives, invitees, heirs, successors and assigns, and for their respective heirs, successors and assigns, including without limitation each present and future Grantee, ground lessee, and tenant of all or any portion or interest in the Property, (hereinafter collectively referred to as the "Releasing Parties"), hereby remises, releases and forever discharges DCAMM and the Commonwealth and their respective employees, officers, directors, agents, representatives, consultants, contractors and successors and assigns and any person or entity that heretofore held any interest in or otherwise has legal liability on account of its ownership or operation of the Property or any abutting property ("Released Parties") of, to, and from all Claims (as hereinafter defined) that the Releasing Parties, or any of them, have or may have, to the extent such claims arise out of, are connected with, or in any way relate to the use, storage, generation, handling, treatment, disposal or release of any Hazardous Materials (as hereinafter defined) that have (i) previously existed or then exist on or at the Property; (ii) been released from the Property to any abutting property; or (iii) migrated onto the Property from any abutting property (the "Released Claims"). Without limiting the generality of the foregoing release and as further clarification of the above, Grantee, for itself and for each of the Releasing Parties, acknowledges and agrees that the Released Claims include any and all Claims that the Releasing Parties, or any of them, may have against the Released Parties or any of them with respect to any future migration or threatened migration of Hazardous Materials onto, under, within or from the Property and any abutting property. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

(b) The Grantee, not including buyers or tenants of all or any portion of interest in the Property for their use of the Property as their primary residence, further agrees, at its sole cost and expense, to defend, hold harmless, and, to the extent allowed by law, indemnify DCAMM and the Commonwealth and each of the Released Parties from and against any and all Claims and Costs (as hereinafter defined) relating to the Released Claims and any other use, storage, generation, handling, treatment, disposal or release of any Hazardous Materials at or from the Property arising in circumstances, including, but not limited to: (a) prior to Grantee's ownership of the Property; (b) as a result of Grantee's due diligence investigations on the Property; (c) during Grantee's ownership of the Property; (d) as a result of any enforcement action or other Claim seeking or requiring removal, clean up or other mitigation of Hazardous Materials at and from the Property that is brought by any governmental authority with jurisdiction over such action or claim; and (e) from any failure of Grantee, or any party claiming by, through or under Grantee, to comply with all Legal Requirements in connection with Grantee's use, operation or ownership of the Property.

As used herein, the term "Claims" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross-claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations, and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. The term "Costs" shall include without limitation any and all fees, costs, disbursements and expenses (including but not limited to reasonable attorneys' and reasonable experts' fees, disbursements, and expenses) that may be imposed upon, incurred by, or asserted or awarded against the Released Parties in connection with any Released Claims.

As used herein, the term "Hazardous Materials" means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA") (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended ("RCRA") (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E (and its implementing regulations), and the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health, safety, or welfare or the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated biphenyls, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, materials, and substances which could lead to any liability, costs, damages, and/or penalties under any Legal Requirements (as hereinafter defined). The term "Legal Requirements" shall mean all past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof.

(c) The foregoing release and indemnification shall be recited in all subsequent deeds, leases (but not residential leases), easements, mortgages and any other instrument evidencing a transfer of an interest in the Property. The foregoing release and indemnification shall run with the Property, inure to the benefit of DCAMM and the Commonwealth of Massachusetts, and shall bind all future purchasers, grantees, lessees, mortgagees and any other person holding an interest in the Property, and the successor and assigns of any of them, not including buyers or tenants of all or any portion of interest in the Property during their use of the Property as their primary residence. For the avoidance of doubt the foregoing release and indemnification shall be recited in all subsequent deeds, leases (but not residential leases), easements, mortgages and any other instrument evidencing a transfer of an interest in the Property and is applicable during all times the Property is not used as a primary residence. Buyer acknowledges and agrees for itself and for all subsequent holders of an interest in the Property, and the successors and assigns of any of them, that the receipt of the foregoing release and indemnification was a material inducement for the transfer of the Property by DCAMM and the Commonwealth of Massachusetts. Said transfer to the Buyer was part of the Commonwealth of Massachusetts plan for the orderly redevelopment of the Property for productive use, and as such, the foregoing release and indemnification shall be deemed to touch and concern the land. By acceptance of a deed, lease, easement, mortgage or other instrument evidencing a transfer of an interest in the Property, Grantee and every subsequent holder of an interest in the Property shall be deemed to have accepted the provisions of the foregoing release and indemnification.

(d) The parties agree that this covenant shall survive delivery of the Release Deed and shall touch and concern the land and run with the Property.

14. NO WARRANTIES AND REPRESENTATIONS BY SELLER

Buyer acknowledges that Buyer has not been influenced to enter into this transaction, nor has it relied upon any warranties or representations previously made orally or in writing. Buyer further acknowledges that it is buying the Property "AS IS", with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that Buyer has reviewed, or been given the opportunity to review, the Property Information Package for the Property, along with any updates provided up to and through the day of the auction.

15. INSURANCE

Buyer acknowledges that Seller does not currently insure the Property, and that Seller shall not insure the Property between the Date of Agreement and the Closing Date.

16. NO CONTINGENCIES

Buyer acknowledges that this Agreement contains no contingencies affecting Buyer's obligation to perform other than those set forth in this Agreement. If the sale as contemplated herein is not consummated for any reason, except Seller's inability to deliver the Property in accordance with the provisions of this Agreement, then the deposit paid by Buyer upon the execution of this Agreement shall inure to and become the property of the Seller.

17. DEPOSIT

All deposits made hereunder shall be held in escrow by Seller in an escrow account subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties or Buyer failure to timely fulfill or perform any Buyer obligation or agreement hereunder, Seller may retain all deposits made under this Agreement.

18. BUYER'S DEFAULT

If Buyer shall fail to fulfill any of Buyer's agreements herein, Seller shall be entitled to terminate this Agreement by notice to Buyer, whereupon Buyer shall reimburse Seller for all Transaction Expenses, and all obligations of Seller shall cease, and this Agreement shall be void without recourse to either of the Parties.

19. BUYER'S REPRESENTATION REGARDING BROKER

Buyer agrees to indemnify and hold harmless Seller for any claim made by any real estate broker claiming under Buyer in connection with this transaction, including, without limitation, all loss, costs and damages and Seller's reasonable attorney's fees.

20. NO LIABILITY OF COMMONWEALTH EMPLOYEES

No official, employee, agent or consultant of the Commonwealth or DCAMM shall be personally liable to Buyer or to any successor in interest or person claiming by or through Buyer of any default or breach of this Agreement, or for any amount which may become due or any claim, cause or obligation whatsoever under the terms of this Agreement. All claims against the Commonwealth or Seller shall be governed by the provisions of this Agreement and M.G.L. Chapter 258.

21. NOTICES

Any notice, request, demand, approval or consent given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be given by any of the following methods:

- a. by delivery in hand or by reputable overnight express courier,
- b. by email, with delivery receipt, to warren.madden@mass.gov with CC's to christopher.guerin@mass.gov, or
- c. by United States certified mail, return receipt requested, postage prepaid, to the other party at the addresses set forth in Section 1 or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party to this Agreement.

Notices given pursuant to clauses (a) and (b) shall be deemed given when received. Notices given pursuant to clause (c) shall be deemed given five (5) business days after being deposited in the United States Mail, postage prepaid, return receipt requested.

22. CONSTRUCTION OF AGREEMENT

This instrument (i) is governed by and construed for all purposes (without regard to Massachusetts law on choice-of-law) in accordance with the laws of the Commonwealth of Massachusetts, (ii) takes effect as a sealed instrument, (iii) sets forth the entire contract between the Parties, (iv) is binding upon and inures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and (v) may be modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement shall supersede any prior agreements (whether written or oral) by the Parties with respect to the Property, which agreements shall have no further force and effect upon the execution of this Agreement by Buyer.

The captions, headings and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

23. APPLICABLE LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Any action brought by either

party with respect to this Agreement shall be brought in and the sole place of venue and jurisdiction for said action shall be brought in the state courts within the Commonwealth of Massachusetts.

24. NO ASSIGNMENT

Buyer shall not be permitted to assign its rights, obligations, or interests under this Agreement without prior written approval from Seller, which approval shall be in Seller's sole discretion. Any such attempted assignment without Seller's approval shall be null and void. In the event of any attempted assignment, Seller, at its option, may terminate this Agreement by written notice to Buyer. Without being relieved of any liability under this Agreement, Buyer shall have the right to take title to the Property in the name of a nominee or designee ("Buyer's Nominee") if the identity and particulars of Buyer's Nominee are specified to the Seller in writing no later than ten (10) business days prior to the Closing.

25. INVALIDITY OF CERTAIN PROVISIONS

If any term or provision in this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the extent permitted by law.

26. RELATIONSHIP OF PARTIES

It is the intention of this Parties to create the relationship of seller and buyer only, and no other relationship whatsoever. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Parties, or to render either party liable for any of the debts or obligations of the other party.

27. TIME OF ESSENCE

It is agreed that time is of the essence of this Agreement.

28. WAIVERS

No delay or omission by either Seller or Buyer to exercise any right or power upon the occurrence of any noncompliance or failure of performance by the other party under the provisions of this Agreement shall be construed to be a waiver thereof. A waiver by either Seller or Buyer of any of the terms, covenants, conditions or agreements shall not impair any right or power or exercise of enforcement by said party in the future and shall not be construed as a waiver of any succeeding breach of any other term, covenant, condition or agreement contained herein.

29. BUYER AUTHORITY

Buyer represents and warrants to Seller that the signatory hereto on behalf of Buyer has the legal right, power and authority to enter into this Agreement and to bind Buyer to its performance hereunder, and that all necessary authorizations, appropriations (including, without limitation, the Purchase Price) and legal requirements for the effectiveness of this Agreement have been satisfied.

30. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

31. NO RECORDING

Buyer agrees not to record this Agreement or any notice hereof. If any such notice is recorded, Seller, at its option, may terminate this Agreement and may record a notice of such termination, which Buyer agrees will be legally binding upon Buyer, its successors and assigns.

32. SOPHISTICATED BUYER

Buyer acknowledges that by registering, participating, and competing to purchase this subject real estate via a public auction sale wherein all contingencies, warranties, and representations have been specifically disclaimed including, without limitation, in this Agreement, Buyer establishes that Buyer is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

List of Exhibits:

Exhibit A: Plan of Land

Exhibit B: Beneficial Interest Disclosure Form

Exhibit C: MEPA Agreement

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURES TO FOLLOW]

EXECUTED UNDER SEAL as of the Date of Agreeme	nt.	
BUYER:		
5		
Print Name:		
Date:		
SELLER:		
COMMONWEALTH OF MASSACHUSETTS acting		
Division of Capital Asset Management and Main	tenance	
Adam Baacke, Commissioner		
,		
Date:		

EXHIBIT A

PLAN OF LAND

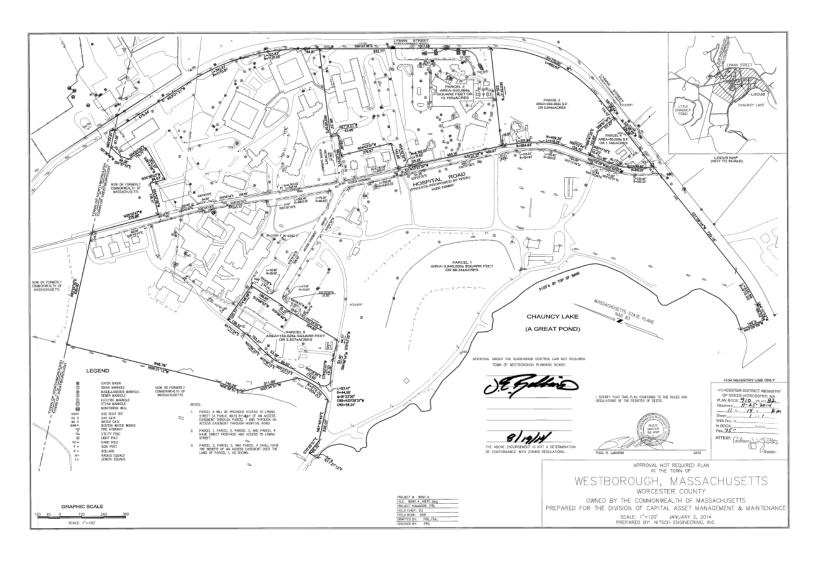


EXHIBIT B Beneficial Interest Disclosure Form

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of <u>every</u> legal entity and <u>every</u> natural person that has or will have a <u>direct or indirect</u> beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be emailed to realestate.dcamm@mass.gov or otherwise delivered to:

Deputy Commissioner for Real Estate

Division of Capital Asset Management and Maintenance

One Ashburton Place, 15th Floor, Boston, MA 02108

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(2) TYPE OF TRANSACTION, AGEEMENT, or DOCUMENT:	
(3) <u>PUBLIC AGENCY PARTICIPATING in TRANSACTION</u> :	
(4) <u>DISCLOSING PARTY'S NAME AND TYPE OF ENTITY</u> :	
(5) ROLE OF DISCLOSING PARTY (Check appropriate role):	
Lessor/LandlordLessee/Tenant	
Seller/GrantorBuyer/Grantee	
Other (Please describe):	
(6) The names and addresses of all persons and individuals who have or will have a direct or indir the real property excluding only 1) a stockholder of a corporation the stock of which is listed public with the securities and exchange commission, if such stockholder holds less the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. of disclosed as follows (attach additional pages if necessary): NAME RESIDENCE	for sale to the genera an ten per cent of the of a time share that ha
(7) None of the above- named persons is an employee of the Division of Capital Asset Management an official elected to public office in the Commonwealth of Massachusetts, except as listed be NONE):	
NONE	
NAME: POSITION:	

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of periury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

9)	Inis disclosure Statement is nereby signed under penalties of perjury.
	PRINT NAME OF DISCLOSING PARTY (from Section 4, above)
	AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)
	PRINT NAME & TITLE of ALITHORIZED SIGNER

EXHIBIT C MEPA AGREEMENT

Dated	:

The undersigned in partial consideration of and as a condition to the acquisition of Commonwealth land and improvements, if any, at 0 Lyman Street, Westborough, MA (the "Land") acknowledges and agrees that if there is any work or activity proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations") then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the interest in Land was acquired from the Commonwealth within five (5) years shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land or an interest in land acquired from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance ("DCAMM") evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five (5) years after the execution and delivery of the deed. In the event MEPA review of the project requires preparation of an EIR, the undersigned agrees that Proposed Section 61 Findings for DCAMM will be prepared in accordance with 301 CMR 11.07(6)(K).

This agreement survives the delivery of the executed release deed and binds the undersigned and its successors and assigns.

Executed under seal.
[BUYER]
(Signature)
Title:
Date:
Received by:
Commonwealth of Massachusetts Acting By and Through Its Division of Capital Asset Management and Maintenance
By:
Name: Adam Baacke
Title: Commissioner of Capital Asset Management and
Maintenance
Date:

ABSOLUTE AUCTION EVENT

5 "State Land for Homes" Properties

Selling Individually to the Highest Bidder(s), Regardless of Price

On Behalf of

Westborough 5.8± Acres

Wilmington 2.5± Acres











AUCTIONS: Wednesday, September 10 at 11am

Auction Location: Four Points by Sheraton Boston Newton, 320 Washington St., Newton, MA



JJManning.com 800.521.0111

179 Old King's Hwy, Yarmouth Port, MA 02675













MA AUC LIC 111 **BRO 1844** REF 25-2142 to 25-2146

Terms of Sale:

10% deposit at the auction of which \$20,000 or \$10,000 per property as specified herein in certified or bank check with remainder of the 10% of total purchase price by personal or business check at the auction as well. Balance is due at closing, and the closing is in 30 days, subject to the P&S. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment & inspection, Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made. JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

SITE TOURS:

Tuesday, September 2 (10-11:30am) - Wilmington Tuesday, September 2 (12-1:30pm) - Westborough Tuesday, September 2 (1:30-3pm) - Northborough

Wednesday, September 3 (12-2pm) - Phillipston & Templeton

ABSOLUTE AUCTION EVENT











5 "State Land for Homes" Properties

Selling Individually to the Highest Bidder(s), Regardless of Price

Auc Ref	Town	Address	Parcel ID	± Acres	Description	Zoning	Cert. Amount of 10% Deposit
25-2142	Westborough	0 Lyman St	38-1C-0	5.84	Land close to Rt 9	MUD	\$20,000
25-2143	Northborough	0 Lyman St	91.0-1	5.45	Land close to Rt 9	RC	\$20,000
25-2144	Wilmington	0 Salem St/Rt 62	R1-0-27	2.50	Land on Rt 62 close to I-93	R-20	\$20,000
25-2145	Phillipston	461 Freight Shed Rd	SP4-A (part 49-8)	4.60	Brook House campus 7,600± sf & outbuildings	R-A	\$10,000
25-2146	Templeton	0 Elliot Rd (Off Royalston Rd)	2-7-40-8.1	5.79	Elliot House 2,100± sf & outbuildings	R-A-5	\$10,000

SITE TOURS: Tuesday, September 2 & Wednesday, September 3 (See Reverse Side for Times & Dates)

AUCTIONS: Wednesday, September 10 at 11am

Auction Location: Four Points by Sheraton Boston Newton, 320 Washington St., Newton, MA







Property Information & Full Terms at:

JJManning.com 800.521.0111 The attached letter is information provided by the town of Westborough to prospective bidders interested in development of Commonwealth properties in their community. This is background information only and does not reflect any commitment, representation, warranty or confirmation of or by the Commonwealth of resources that may or may not be available to the successful bidder.

Prospective bidders are reminded that the properties are being sold "AS-IS", with all faults and without any warranties or representations of any kind whatsoever. They are responsible to rely on their own inspection and judgment when bidding on the properties.



Residential Developer Information Sheet Westborough, Massachusetts

DCAMM Property

The **5.84-acre property** being auctioned by DCAMM is located at **0 Lyman Street** in Westborough, MA. It is **Parcel 38-1C-0** on the assessor's map and zoned as Mixed Use Residential.

The site is centrally positioned—about two miles from downtown Westborough and within easy reach of Routes 9, 90, and 495, as well as the MBTA commuter rail.

Located adjacent to **Chauncy Lake**, which offers **swimming**, **boating**, **fishing**, and a public beach. The property is bordered by Recreation Department playing fields to the west and open space to the east.

Within walking distance is the Westborough Wildlife Management Area, which is protected state land made up of meadows and woods. It includes a large part of the shoreline of Lake Chauncy. The state has a boat launch, and the property is crisscrossed with hiking trails.

This property is in the perfect location for residential development.



The Town of Westborough

Westborough, Massachusetts—nestled roughly **12 miles east of Worcester and about 29 miles west of Boston**—offers a compelling blend of location, infrastructure, planning foresight, market demand, community strength, and quality of life that together make it exceptionally well-suited for building residential housing.

Strategic Location & Connectivity

Westborough occupies a highly strategic position in the MetroWest/Worcester corridor. Located at the busy junction of Interstate 495, Route 9, and the Massachusetts Turnpike (I-90), it offers rapid commuting access to both Boston and Worcester hubs. Its MBTA commuter rail station further enhances the appeal for residents seeking transit-oriented living. The town's adoption of MBTA zoning bylaws in March 2024, approved by the state later that year, enables multifamily development around transit nodes—reinforcing Westborough's position as a viable option for housing growth.

Residential Demand & Market Strength

The housing market in Westborough is robust. As of May 2025, the median sale price reached **\$652,500**, a 1.6% decrease from the previous year, but demand remains strong with most homes selling quickly—83% within 30 days, and over half selling above asking price. The tight supply, limited inventory, and continued appreciation contribute to a dynamic seller's market, making residential development potentially lucrative.

Cost of living is elevated (**cost index** \approx **123**) relative to the national average but aligns with the Metropolitan Boston/Worcester norm. Home value to income ratio (~4.9) is slightly above the state average—suggesting affordability remains strained, but not prohibitive, especially for middle- to upper-earning households seeking strong community amenities.



Demographics, Income & Education Strength

With approximately **21,500 residents** across about **7,000 households**, Westborough is a stable, family-oriented community with an attractive economic profile. The town exhibits substantial household incomes—median income exceeding **\$100,600** and per capita income around **\$61,000** in 2023—well above national and state averages.

The public school system enjoys high ratings: a **95% graduation rate**, test scores far above US averages, and an ideal student-teacher ratio of 12:1. Westborough ranks A+ in education and housing on livability platforms, delivering critical confidence to families considering relocation.

Safety & Quality of Life

Westborough maintains a strong safety profile. Though overall crime ranks somewhat average statewide, it is notably lower than average among towns of similar size, with a 1-in-104 chance of becoming a victim. Violent crime rates are around 1.8 per 1,000 residents, and property crime about 7.8 per 1,000—both in favorable ranges compared with peer towns. Additional analysis rates the town's overall safety at the A- to A+ level, safer than roughly 80% of U.S. cities. Residents benefit from well-maintained neighborhoods, generous open space, trails, parks, vibrant downtown corridors, and a sense of community—combining suburban tranquility with walkable amenities and efficient commuting access.

Economic & Regional Edge

Strong commercial and industrial bases reside alongside residential zones, providing local employment opportunities and enhancing fiscal sustainability. Westborough is part of a broader **regional planning perspective**, aligning new housing near job centers and transit routes to support economic growth throughout MetroWest and Worcester County.

While property values remain high—higher than Worcester but somewhat lower than MetroWest towns near Boston—this pricing stability supports both renter and owner demographics, with attractive land value for developers seeking long-term return potential.



Thoughtful Planning & Housing Policy

Westborough's **2024–2029 Housing Production Plan (HPP)** offers a structured, thoughtful roadmap for housing growth, backed by a comprehensive housing needs assessment and implementation strategies.

The **Affordable Housing Trust**, established in 2020, plays a central role in securing municipal funding, supporting inclusive development, and maintaining control over project scale and design—helping Westborough remain above the 10% threshold required for subsidized housing under Chapter 40B (currently at ~11.7% SHI units).

Overlay zoning tools—including the Transit-Oriented Village, Highway Business multifamily zones, and a Senior Overlay District—provide a flexible regulatory foundation to facilitate a wide range of housing types from small multi-unit developments to senior-friendly and workforce housing.



How Westborough Supports Developers

The town is actively supporting the development of new residential growth to alleviate the housing challenges facing the Commonwealth, particularly in Metrowest.

Economic Development Support

Westborough has an **Economic Development Committee (EDC)** that actively works to attract and support development.

The EDC provides:

- Market data and demographics.
- Help with navigating the permitting and approval processes.
- Promotion of available properties through their **site finder tool**.
- Coordination between town departments and developers.

Streamlined Permitting Process

- The **Westborough Planning Board** and **Building Department** are known for being responsive and professional.
- The town uses an online permitting system, which simplifies submission, review, and tracking.
- Westborough has a **Design Review Board** that helps developers refine plans for aesthetic and community fit, rather than being purely regulatory.

One Stop Shop

Westborough offers a "Business One Stop" service to streamline the building permitting process. This initiative brings together all relevant departments to support businesses navigating local requirements. You can also schedule a "Business One Stop" meeting to discuss your specific project.



Here's a breakdown of how Westborough helps with residential and commercial building-related processes:

Dedicated Support:

The Town's Economic Development Coordinator provides personalized assistance throughout the permitting process.

"Business One Stop" Meetings:

These meetings consolidate the efforts of **all permitting departments**, making it easier for businesses to access the necessary information.

Focus on Business Success:

The Town is committed to supporting the growth of businesses in various sectors, including residential, restaurant, retail, industrial, and technology.

Infrastructure and Utilities

- Access to Major Highways: Located at the intersection of I-495, I-90 (Mass Pike), and Route 9 — excellent for logistics, commuters, and access to Boston and Worcester.
- **Utilities**: The town provides **municipal water and sewer**, which reduces developer burden compared to areas relying on private wells/septic.
- **Electric and Fiber**: National Grid and Verizon/Fios provide power and high-speed internet, essential for residential and commercial developments.



Housing Partnership Committee and Affordable Housing Trust

Housing Partnership Committee

- Help Developers identify sources of financing from both State and Federal programs,
 which can significantly lower the cost of development.
- Assist developers with economic feasibility analysis.

Affordable Housing Trust

- The Affordable Housing Trust, established in 2020, plays a central role in securing municipal funding, supporting inclusive development —helping Westborough remain above the 10% threshold required for subsidized housing under Chapter 40B (currently at ~11.7% SHI units).
- Guides developers in understanding and implementing Westborough's inclusionary zoning.

Supportive Local Government and Community

The town is generally viewed as pro-growth and business-friendly.

Westborough has a well-educated, affluent population, making it attractive for residential development.

There is a demand for housing, especially multifamily, due to its strong schools and proximity to employment centers.

Starting in 2022, the Town of Westborough worked with staff from the Center for Social and Demographic Research on Aging (CSDRA) at UMass Boston to conduct a town-wide Senior Needs Assessment. The assessment process included meetings with key Town staff, focus groups, data analysis, and surveys. One of the key findings was the desire for seniors to "Age in Community". This finding highlights the need for additional downsizing of housing as well as for the desire of long-time residents to remain in Westborough.



Conclusion

In summary, Westborough presents a near-ideal environment for residential development:

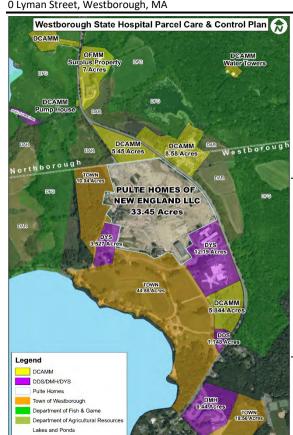
- Exceptional connectivity to Boston and Worcester via highway and commuter rail.
- **Robust housing demand**, appreciation trends, and a competitive market.
- **Proactive municipal planning**, affordable housing infrastructure, and enabling zoning tools.
- Well-off, diverse, educated community with excellent schools.
- **Consistently low crime**, strong livability ratings.
- Regional growth orientation that threads housing, jobs, and transit together.

These strengths show Westborough not just as a place people want to live—but as a place where residential investment can thrive long-term. For builders or investors seeking a community with land availability, planning support, economic strength, and sustained appeal, Westborough stands out as an excellent choice.



Westborough Parcel

0 Lyman Street, Westborough, MA





THE COMMONWEALTH OF MASSACHUSETTS STATE LAND FOR HOMES

Governor Maura Healey & Lt. Governor Kim Driscoll



Lyman Street, Westborough

PROPERTY OVERVIEW

A mix of open field and woods, close to Route 9 and on a main road near Chauncy lake and other significant conservation features. Large, multifamily development partially occupied with additional new units under construction nearby. This site is near the Northborough Parcel.

Size: ±5.84 acres

Anticipated Release: Auction in Summer 2025
Permitting: 4 units/acre minimum through AHA
Utilities Assumed*: Electric

*Proposers are responsible for confirming available utilities.



For more information: https://mass.gov/statelandforhomes Or email: realestate.dcamm@mass.gov





Unofficial Property Record Card - Westborough, MA

General Property Data

Parcel ID 38-1C-0 Prior Parcel ID

Property Owner COMMONWEALTH OF MASS.

Mailing Address 251 CAUSEWAY STREET

City BOSTON

Zip 02114 Mailing State MA

ParcelZoning MUD

Account Number

Property Location LYMAN ST

Property Use DMH-R

Most Recent Sale Date

Legal Reference Grantor

Sale Price 0

Land Area 5.844 acres

Current Property Assessment

Card 1 Value Building Value 151,300 Xtra Features Value 8,500 Land Value 83,900 Total Value 243,700

Building Description

Building Style OLD STYLE

of Living Units 1

Year Built 1898

Building Grade AVERAGE

Building Condition N/A

Finished Area (SF) 2146

Number Rooms 5

of 3/4 Baths 0

Foundation Type CONCRETE Frame Type WOOD

Roof Structure GABLE Roof Cover ASPHALT

Siding CLAPBOARD

Interior Walls PLASTER

of Bedrooms 3

of 1/2 Baths 0

of Bsmt Garages 0

of Full Baths 1 # of Other Fixtures 0

Flooring Type LINO/VINYL

Heating Type FORCED H/A

Basement Floor N/A

Air Conditioning 0%

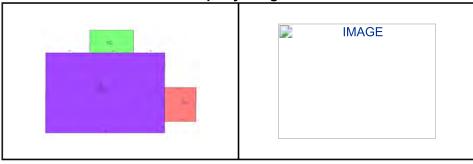
Heating Fuel OIL

Legal Description

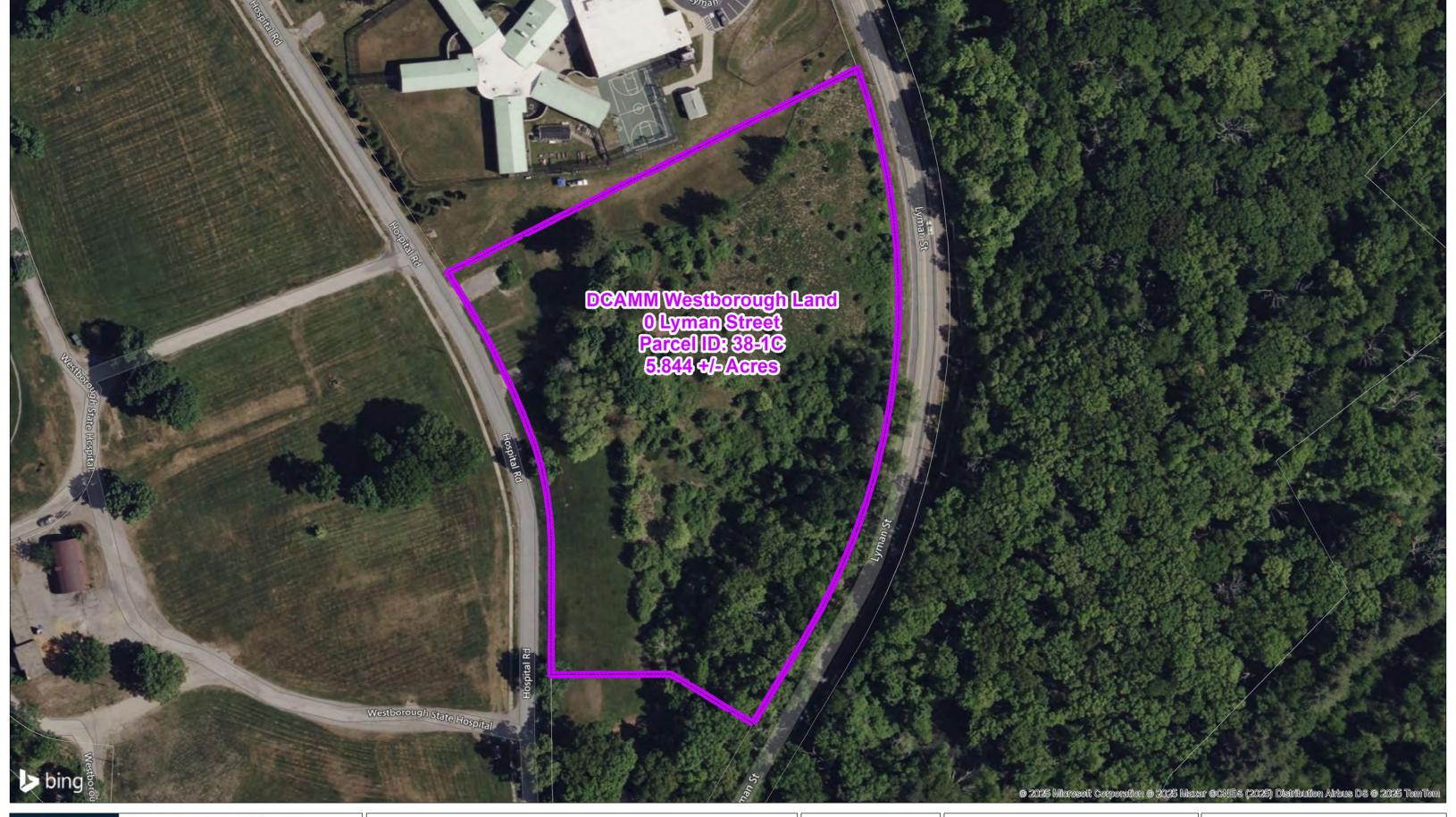
Narrative Description of Property

This property contains 5.844 acres of land mainly classified as DMH-R with a(n) OLD STYLE style building, built about 1898, having CLAPBOARD exterior and ASPHALT roof cover, with 0 commercial unit(s) and 1 residential unit(s), 5 room(s), 3 bedroom(s), 1 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.





DCAMM Westborough Land
0 Lyman Street
Parcel ID: 38-1C
5.844 +/- Acres

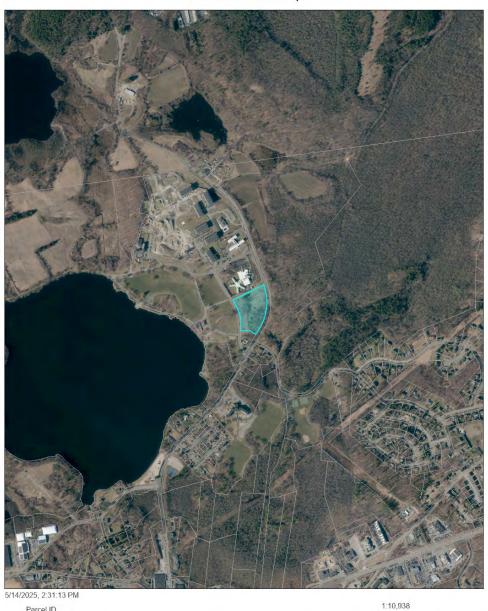


1 inch = 100 feet

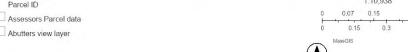
Legend

DCAMM - Parcel

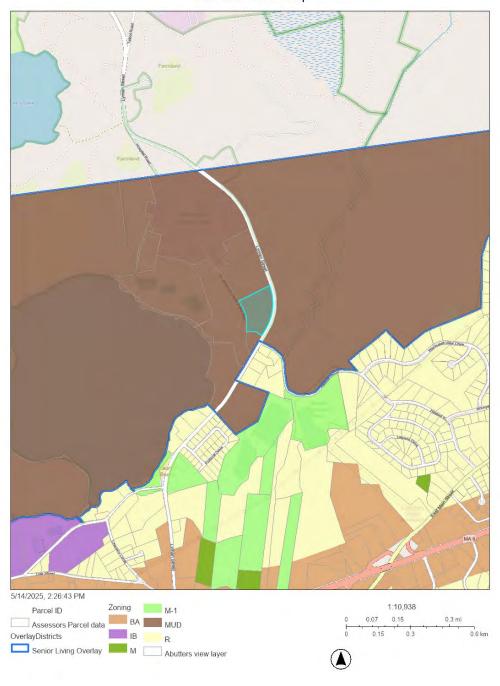
Data Sources:
MassGIS - Assessors Datalayer, 2025
Bing Maps Aerial with Labels
By: DCAMM, Jason Hodgkins
Date: 2/13/2025

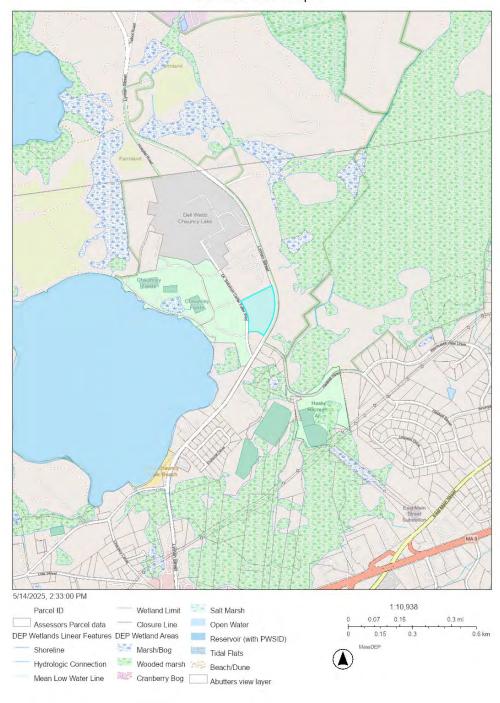


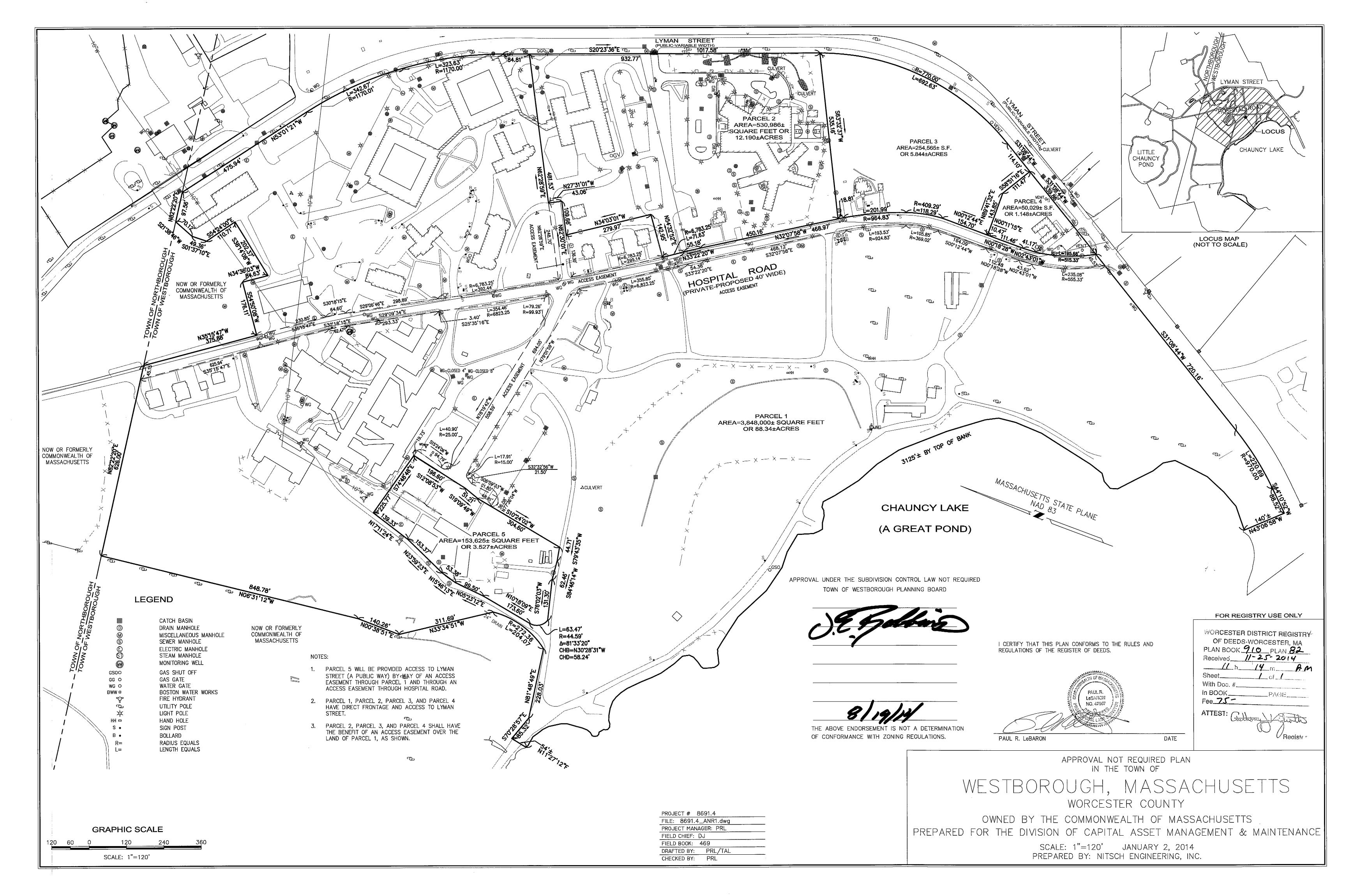


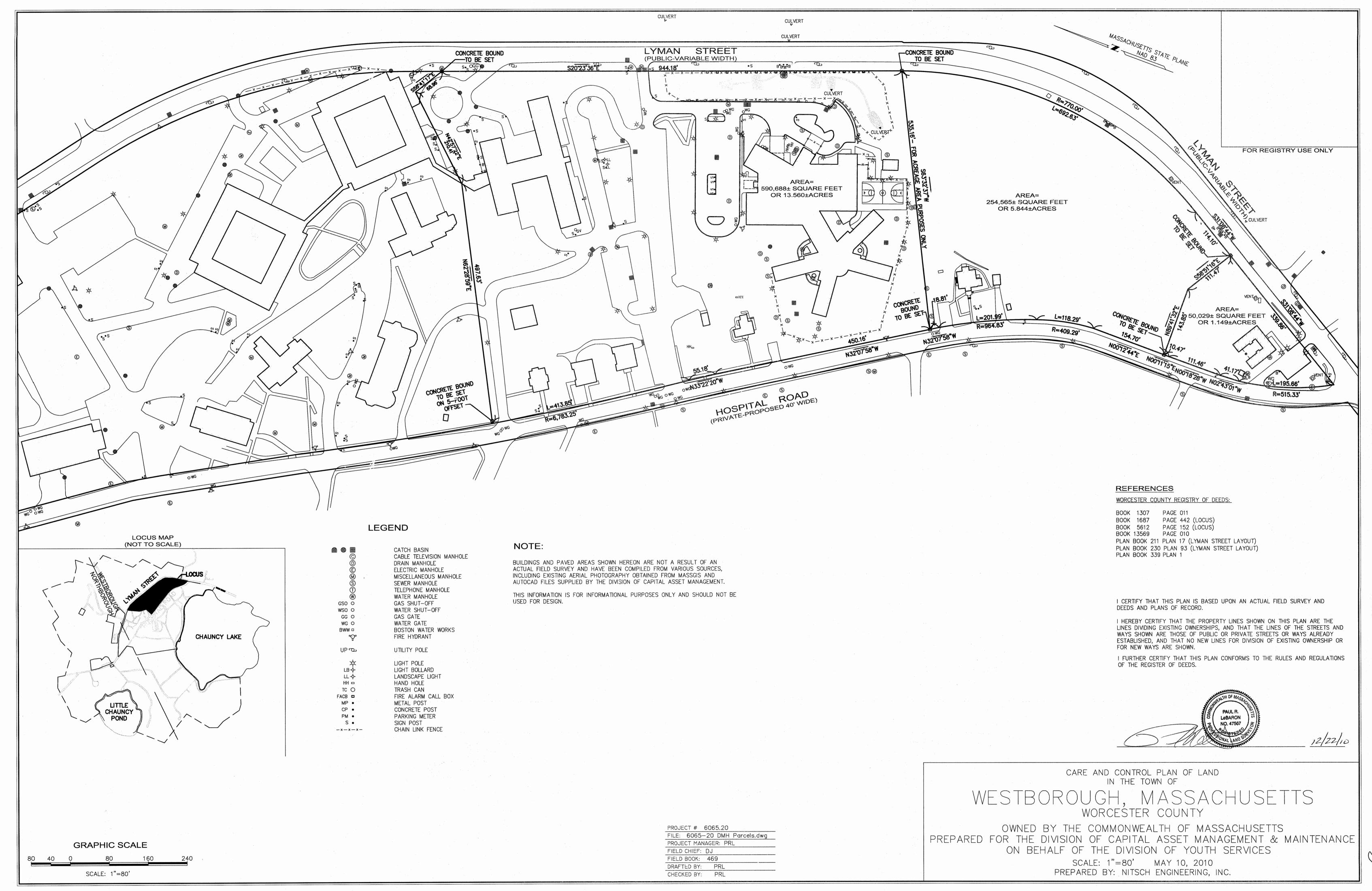












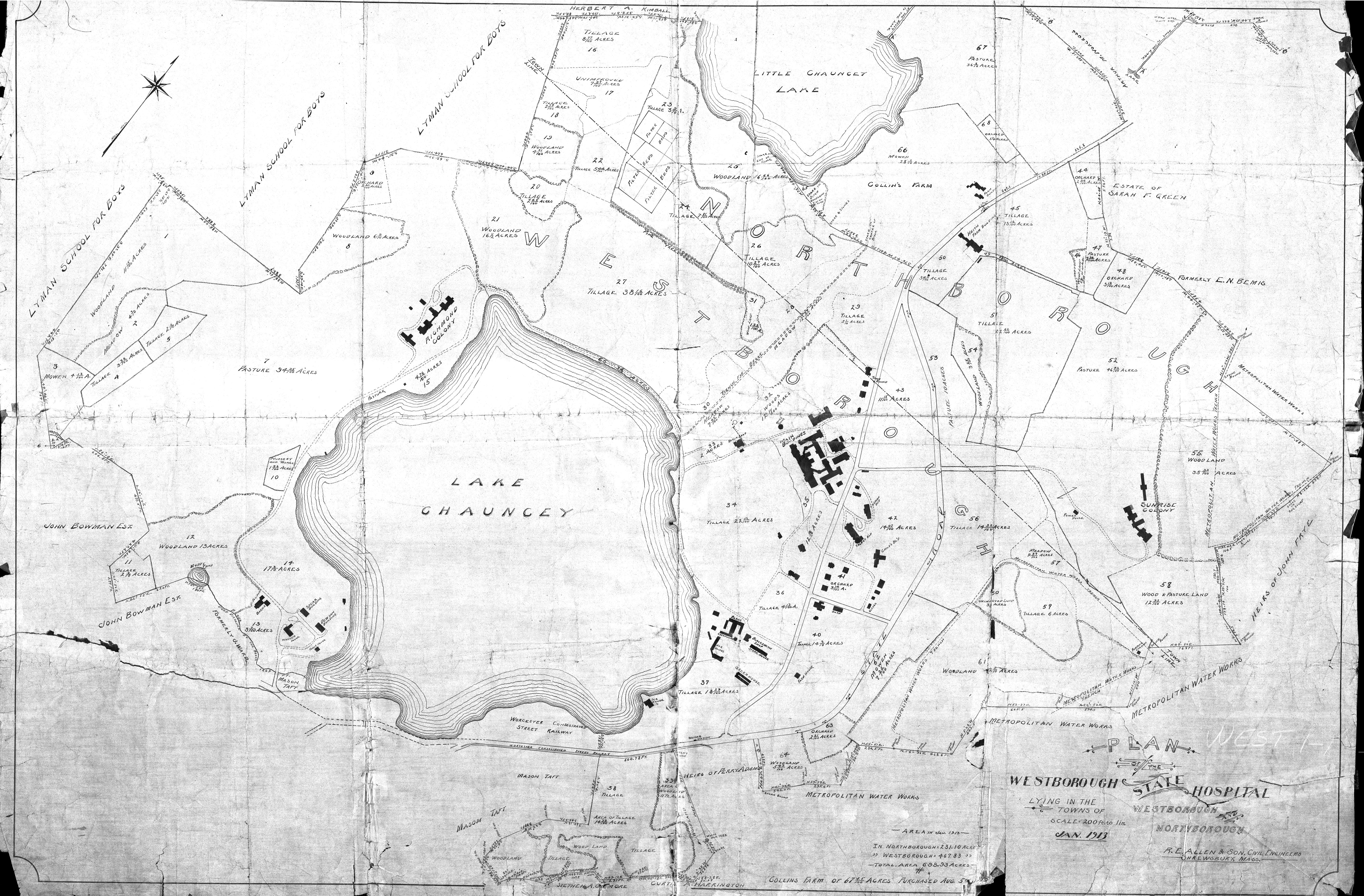


PHOTO GALLERY O LYMAN ST., WESTBOROUGH, MA

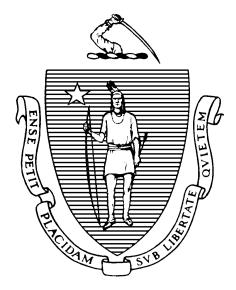




MAP <u>O LYMAN ST., WESTBOROUGH, MA</u>







The

Central

Register

Published by: The Secretary of the Commonwealth, William Francis Galvin

CR-3 CENTRAL REGISTER - ACQUISITION OR DISPOSITION OF REAL PROPERTY

The proposed sale, rental, acquisition or disposition of public property which is 2,500 sq. ft. or more. Must be published 30 days prior to the proposed deadline.

AWARDING AUTHORITY:							
AGENCY:			PROJECT NUMBER: PROPOSAL DEADLINE DATE AND TIME:				
Capital Asset Management		ce, Division of (DC					
One Ashburton Place, 15th Boston, MA 02108	Floor			9/10/25 @ 11:00 A.M.			
CONTACT INFORMATION	l :	PHONE 85	57-319-7573		FAX		
Warren A. Madden, Senior Project Manager				EMAIL: warren.madden@mass.gov			
TRANSACTION TERMS:							
ACQUISITION:	PURCHASE	☐ LEASE	DISPOSIITION:	☑ SALE	☐ LEASE		
DESCRIPTION OF PROPE	ERTY:						
3.04+// acres or surplus	State-Owned is	and located at 0 E	yman olieet (Assessor	s r arcer # o	8-1C) in the town of Westborough.		
ESTIMATED VALUE, SOURCE OF VALUATION:							
ADDITIONAL INFORMATION	of 5.84+/- act town of West auction will b Washington s requirements	res of surplus star borough for Hous e held on 9/10/25 Street in Newton. for the auction oned by contacting	te-owned land located a sing Purposes, as defin 5 @ 11:00 A.M. at the F Complete instructions,	at 0 Lyman S ed by the Afformation or Points by including reg forth in the Pi	CAMM will conduct an absolute auditreet (Assessor's Parcel # 38-1C) in ordable Homes Act. The absolute y Sheraton Boston Newton Hotel, 3 gistration and bidding, terms and roperty Information Package, which 1-0111 or online at	n the 20	

MAR 3 1 2025

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

MASS. HIST. COMM PC. 76579

APPENDIX A MASSACHUSETTS HISTORICAL
COMMISSION
220 MORRISSEY BOULEVARD
BOSTON, MASS. 02125

617-727-8470, FAX: 617-727-5128

PROJECT NOTIFICATION FORM

Project Name: Westborough - Disposition (5.84 +/- acres)

Location / Address: O Lyman Street

City / Town: Westborough, MA

Project Proponent

Name: Division of Capital Asset Management and Maintenance

Address: One Ashburton Place, 15th Floor

City/Town/Zip/Telephone: Boston, MA 02108

After review of the MHC's files and the materials you submitted, the MHC has determined that the proposed project will have "no adverse effect" on significant historic or archaeological properties.

Brona Simon

Brona Simon

Date

Executive Director

State Historic Preservation Officer

Agency license or funding for the project (list all licenses, permits, approvide, grants of other entire lighter sought from state and federal agencies).

Agency Name

Type of License or funding (specify)

Project Description (narrative):

The 0 Lyman Street property is a 5.84+/- parcel of land remaining from the closure of the former Westborough State Hospital.

The Division of Capital Asset Management and Maintenance ("DCAMM") identified the Premises as real property surplus to the Commonwealth's current and foreseeable need and shall dispose of the Premises through a competitive public auction. DCAMM plans to dispose of the Premises by release deed.

Does the project include demolition? If so, specify the nature of demolition and describe the building(s) which are proposed for demolition.

There are no known structures on the site.

Does the project include rehabilitation of any existing buildings? If so, specify the nature of rehabilitation and describe the building(s) which are proposed for rehabilitation.

There are no known structures on the site.

Does the project include new construction? If so, describe (attach plans and elevations if necessary).

Unknown

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A (continued)

To the best of your knowledge, are any historic or archaeological properties known to exist within the project's area of potential impact? If so, specify.

The subject parcel is an undeveloped lot located on the eastern edge of the former Westborough State Hospital campus (MHC ID: WBO.B).

	Woodland	5.84+/ acres	Productive Resources:	
	Wetland	acres	Agriculture	acres
	Floodplain	acres	Forestry	acres
	Open space	acres	Mining/Extraction	acres
	Developed	acres	Total Project Acreage	5.84+/- acres
What is th	e acreage of the pro	posed new construction	? TBD acres	
What is th	e present land use o	f the project area?		
The current	use is wooded undev	eloped land.		
Diago otto	ah a sany of the san	tion of the USCS awards		de 41
riease atta	ich a copy of the sec	tion of the USGS quadi	angle map which clearly mai	ks the project location.
mat i no i				
This Projec	et Notification Form	has been submitted to the	e MHC in compliance with 950	0 CMR 71.00.
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Signature o	of Person submitting t	his form:	The Date	: March 31, 2025
Signature o	of Person submitting t	his form:	Bull Date	: March 31, 2025
		U	777	: March 31, 2025
Name:	Rayna Rubin, P	roject Manager, DCAMN	777	: March 31, 2025
Name:		roject Manager, DCAMN	777	: March 31, 2025
Name:	Rayna Rubin, P	roject Manager, DCAMN	777	
Name: Address: _ City/Town	Rayna Rubin, Property One Ashburton /Zip: Boston	roject Manager, DCAMN	1	
Name: Address: _ City/Town	Rayna Rubin, Programme One Ashburton	roject Manager, DCAMN	1	
Name: Address: City/Town Telephone:	Rayna Rubin, Property One Ashburton /Zip: Boston	Place, 15 th Floor	1	
Name: Address: City/Town Telephone:	Rayna Rubin, Property One Ashburton /Zip: Bostor 617-429-1717	Place, 15th Floor MA 02108	1	

of Blaine Avenue in the East_Village of said Brookfield and bounded as follows; East on said Avenue; South on land of Nelson Frink; West on land of F. C. Banister; and North on land of E. L. Drake, land of John Houle, and land of Mary Mc Donald, containing about 12 acre. HOLD the same to the said John Mulcahy HAVE and ТО and his heirs and assigns to their use and behoof forever, subject to the right of redemption by any person legally entitled to redeem the same. And I the said Collector do covenant with the said John Mulcahy andhis heirs and assigns that the sale aforesaid has in all particulars been conducted according to the provisions of law.

I, the said Arthur F. Butterworth. WITNESS WHEREOF .I N Collector as aforesaid, have hereunto set my hand and seal this fourth day of June in the year one thousand nine hundred and one. Signed and sealed in presence of

> Arthur F. Butterworth; (seal) Collector of taxes for the town of Brookfield.

Commonwealth of Massachusetts.

Worcest er, ss. June 4th, 1901. Then personally appeared the above-named Arthur F. Butterworth Collector of Taxes for the town of Brookfield, and acknowledged the foregoing instrument to be his free act and deed before Justice of the Peace. George W. Johnson

Recid. June 21, 1901. At 4 h. 35 m. P. M. Entid. &. Exid.

Attest:

Register.

Merriam

to

Trustees of the Westboro Insane Hospital. 2- \$1.00 stamps

50¢ stamp

25¢ stamp Cancelled.

PRESENTS BY THESE KNOW ALL $M \in N$ that I, Bernard F. Merriam of Framingham, in the County of Middlesex and Commonwealth of Massachusetts, in consideration of Seven Thousand Three Hundred and Fifty Dollars to me paid by The Trustees of the Westborough Insane Hospital, a corporation duly organized under Chapter 322 of the Acts of the year 1884 of the Commonwealth of Massachusetts, and located at Westborough, in the County of Worcester and in said Commonwealth, the receipt whereof is hereby acknowledged, do hereby REMISE, QUITCLAIM unto the said Trustees RELEASE, and forever a corporation as aforesaid, its successors and assigns forever, a certain tract of land situate in said WESTBOROUGH and bounded and described as follows; Beginning at the Southeasterly corner of the premises on Chauncy Pond and at land now or formerly of George H. Rogers at centre of a brook; thence running Westerly by line of said brook by said Rogers lands and lands formerly of J. Bowman about twelve hundred and sixtynine feet to Muddy Pond; thence Southwesterly through said Pond about one

hundred and fifty feet; thence Southerly by fence and wall by land former ly of said Bowman about six hundred and twenty-feet to a corner of the wall; thence Northwesterly by land formerly of said Bowman as the wall now stands about two hundred and ninety five feet to a corner of the wall thence Northerly by land formerly of said Bowman by a wall and fence four hundred and twenty-eight feet; thence Westerly by land formerly of said Bowman as the wall now stands one thousand and seventy nine feet; thence Southerly by land formerly of said Bowman one hundred and seventy four feet as the wall now stands to land of said Commonwealth; thence Northwesterly by the wall seven hundred and sixty one feet and Northerly by the wall one thousand seven hundred fifty nine and one half feet by land of said Commonwealth to a right of way; thence Easterly by a fence fifty-six feet and Northerly by a wall sixteen and one-half feet on said right of way to a corner of the wall; thence Easterly by the wall one thousand three hundred sixty-four and one-half feet by land of S. R. Rice and Southeasterly by the wall one thousand four hundred fifty-four and one-half feet by land of said Commonwealth to said Chauncy Pond; thence Southeasterly and Southerly by said Chauncy Pond about two thousand two hundred feet to the point of beginning, be any of said measurements more or less; being the same premises to me conveyed by Frederick W. Hollis and Nettie E. Bell by their deed dated March 14th, 1901 and recorded with Worcester District Deeds, Libro 1678, Folio 589.

TO HAVE and TO HOLD the granted premises with all the privileges and appurtenances thereto belonging to the said Trustees a corporation as aforesaid, and its successors and assigns, to their own use and behoof forever. But in trust nevertheless for said Commonwealth of Massachusetts for the purposes stated in said Chapter 322 of the said Acts of the year 1884. This conveyance is expressly made without covenants of any kind, either expressed or implied. And for the consideration aforesaid, I, Lillie F. Merriam, wife of the said Bernard F. Merriam do hereby release unto the grantee and its successors and assigns all right of or to both DOWER and HOMESTEAD in the granted premises.

I M W I T N E S S W H E R E O F we the said Bernard F. Merriam and Lillie F. Merriam hereto set our hands and seals this second day of July in the year of our Lord one thousand nine hundred and one.

Signed and sealed in the presence of

Bernard F. Merriam (seal)
Lillie Fuller Merriam (seal)

Commonwealth of Massachusetts.

Middlesex, ss. July 2nd, 1901. Then personally appeared the above-Ber-

nard F. Merriam and acknowledged the foregoing instrument to be his free act and deed, before me,-

John H. Temple

Justice of the Peace.

Rec'd. July 3, 1901. At 3 h. 54 m. P. M. Ent'd. &. Ex'd.

Attest:

Dani Kent

Register.

Mc Ewen

to

Schneider
3-50[¢] stamps
Cancelled.

THESE PRESENTS K N O W ALL MEN that I, Jane Mc Ewen of Clinton, in the County of Worcester, and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations paid by Fannie H. Schneider of said Clinton, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, unto the said Famie H.Schnei-CONVEX BARGAIN, SELL and der her heirs and assigns, the following described parcels of land with the buildings thereon bounded and described as follows to wit; Beginning at a stake on the Northerly side of Auburn Street, the Southwest corner of the lot; thence Northerly one hundred and fifty feet; thence Easterly sixty feet; thence Southerly one hundred and fifty feet to said line of Auburn Street, all of which courses are by land now or formerly of W. E. Fyfe; thence Westerly by said line of Auburn Street sixty feet to the place of beginning. Containing 9000 sq. feet more or less and being lot #26 on plan of lots of said W. E. Fyfe drawn by G. F. P. Day, Civil Engineer, in Octoner 1875, and being the same premises to me conveyed by said W. E. Fyfe by deed dated June 23d, A. D. 1887 and recorded in Worcester Registry of Deeds, Libro 1241, Folio 584. Also a certain lot or parcel of land situate in said CLINTON, Northerly of land owned by me, the said Jane Mc Ewen; on the Northerly side of Auburn Street in said Clinton and bounded and described as follows; Beginning at a point of a corner of land of mine, the said Jane Mc Ewen, and of James Speakman and the Southeasterly corner of the lot hereby conveyed; thence by land of mine, the said Jane Mc Ewen, Westerly sixty feet; thence turning and running Northerly one hundred and fourteen feet to a stone bound at land intended to be laid out as a public way, the proposed extenstion of William Street so called, as shown on plan of lots drawn by G. F. P. Day; thence Easterly by said way sixty feet to a stone bound at land now or formerly of James Speakman thence Southerly by said Speakman's land one hundred and twelve feet to the place of beginning. Containing 6000 sq. ft. be the same more or less, and being the same premises to me conveyed by the said W. E. Fyfe by deed dated May 10th, A. D. 1894 and recorded in Worcester Registry of Deeds, Libro 1531, Folio 108.

TO HAVE and TO HOLD the granted premises with all the privileges and appurtenances thereto belonging to the said Fannie H. Schnei-

KNOW ALL MEN BY THESE PRESENTS, that the Commissioner of Mental Health of the Commonwealth of Massachusetts and the Trustees of the Westborough Insane Hospital now known acting as the Trustees of the Westborough State Hospital, in accordance with the provisions of Chapter 580 of the Acts of 1972, do hereby transfer control of certain land situated in the Town of Westborough, Worcester County, with the approval of the Commissioner of Administration of the Commonwealth of Massachusetts, to the Massachusetts Division of Fisheries and Game. 100 Cambridge Street Boston

Consideration less than \$100.00.

The land above referred to is bounded and described as

follows:

Land in Westboro Beginning at the Southeasterly corner of the premises on Chauncy Pond, so called, and at land now or formerly of George H. Rogers at the center of a brook; thence running Westerly by line of said brook by said Rogers lands and lands formerly of J. Bowman about twelve hundred and sixty-nine (1,269) feet, more or less, to a Muddy Pond, so called; thence Southwesterly through said Muddy Pond about one hundred and fifty (150) feet; thence Southerly by fence and wall by land formerly of said Bowman about six hundred and twenty (620) feet to a corner of the wall; thence Northwesterly by land formerly of said Bowman as the wall stands about two hundred and ninety-five (295) feet to a corner of the wall; thence Northerly by land formerly of said Bowman by a wall and fence four hundred and twenty-eight (428) feet more or less; thence Westerly by land formerly of said Bowman as the wall now stands one thousand and seventy-nine (1,079) feet, more or less; thence Southerly by land formerly of said Bowman one hundred and seventyfour (174) feet, more or less, as the wall now stands to land of said Commonwealth of Massachusetts; thence Northwesterly by the wall seven hundred and sixty-one (761) feet, more or less; thence Northerly by the wall one thousand seven hundred fifty-nine and one-half (1,759.5) feet, more or less, by land of said Commonwealth to a right of way; thence Easterly by a fence fifty-six (56) feet, more or less; thence Northerly by a wall sixteen and one-half (16.5) feet more or less on said right of way to a corner of the wall; thence Easterly by the wall one thousand three hundred sixty-four (1,364.5) and one-half feet more or less by land now or formerly of S. R. Rice and Southeasterly by the wall one thousand four hundred fifty-four and one-half (1,454.5) feet, more or less, by land of said Chauncey Pond; thence Southeasterly and Southerly by said Chauncey Pond about two thousand two hundred (2,200) feet more or less to the point of beginning, be any of said measurements more or less.

Being the same premises conveyed to the Trustees of the Westborough Insane Hospital by Bernard F. Merriam in a deed recorded in the Worcester County Registry of Deeds in Book 1687, Page 442, dated July 3, 1901, to which reference is hereby made.

Excepting and excluding from this transfer a certain parcel conveyed to Israel A. Chase, Lewis Y. Chase and Arthur E. Chase, as trustees of Chase Realty Trust, by deed dated July 17, 1970 and recorded with Worcester District Registry of Deeds, Book 5058, Page 24 and as more particularly described therein.

Now, therefore, I William Goldman, M.D.
Commissioner of Mental Health, and we delig.
Donato D. Bernardone, Richard R. Sjolander, Donald N. Gillis, a majority of Trustees of the Westboro Insene Hospital, in accordance with the provisions of Chapter 580 of the Acts of 1972, do hereby transfer the control of and use of the above described land to the Division of Fisheries and Game this 37h day of March 1974.

Commissioner of Mental Health:

Trustees of Westboro State Hospital:

APPROVED_MLOU

Commissioner of Administration and Flames

APPROYED AS TO MATTERS OF FORM:

Assistant Attorney General

Commonwealth of Massachusetts

-3-

THE COMMONWEALTH OF MASSACHUSETTS

5. ffolk s. s. March 27

Then personally appeared the above named Commissioner of Mental Health, William Goldman, M.D., and acknowledged the foregoing instrument to be his free act and deed, before ms

History Public Mogsi

My Commission Expires NN 26 1975

Recorded oct 3 1 1974 at 9 h.46 m. A.M.



THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE
President
Phone: 800-521-0111

Fax: 508-362-1073 **JJManning.com**

auctions@JJManning.com

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