

PROPERTY INFORMATION PACKAGE #25-2145

## ABSOLUTE AUCTION

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

## 461 FREIGHT SHED RD., PHILLIPSTON, MA

4.6+/- Acre Former Group Home Residence k/a the "Brook House" Campus ~ Part of the Templeton Development Center

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

Preview: Wednesday, September 3 (12pm-2pm)

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 <a href="https://www.mass.gov/info-details/state-land-for-homes-initiative">https://www.mass.gov/info-details/state-land-for-homes-initiative</a>.

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 (Church Hill Rd)	\$10,000
Templeton	0 Elliot Rd (Off Royalston Rd)	\$10,000

- <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

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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:
d.	AUCTIONEER:	Jerome J. Manning & Co., Inc.
e.	PARTIES:	Collectively, Seller and Buyer.
f.	PROPERTY:	The parcel known as 461 Freight Shed Rd. (Church Hill Road), Phillipston as shown on the plan entitled Plan of Land in Phillipston, MA prepared for the Commonwealth of Massachusetts by Northeast Survey

Consultants, dated February 26, 2025 (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 183 of the Acts of 2022.

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 as the 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.
- c. Provisions of existing building and zoning and environmental laws and regulations;
- d. Any liens for municipal betterments;
- e. Any taxes for the current fiscal year whether or not due and payable prior to the Closing Date;
- f. 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

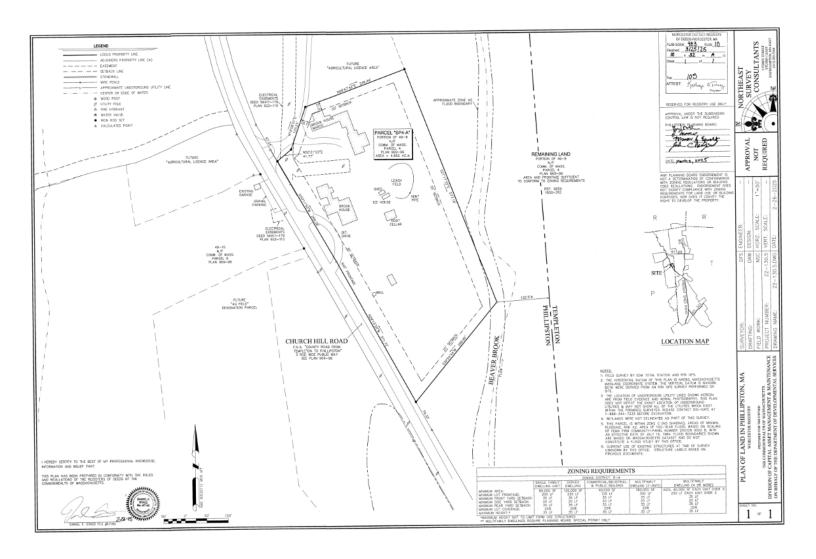
Exhibit B: Beneficial Interest Disclosure Form

Exhibit C: MEPA Agreement Exhibit D: Historic Covenants

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

<b>EXECUTED UNDER SEAL</b> as of the Date of Agre	ement.
BUYER:	
Drivet Magney	
Print Name:	
Date:	
SELLER:	
<b>COMMONWEALTH OF MASSACHUSETTS</b> act	ing by and through its
<b>COMMONWEALTH OF MASSACHUSETTS</b> act Division of Capital Asset Management and N	
Division of Capital Asset Management and N	
Division of Capital Asset Management and N	laintenance
Division of Capital Asset Management and N	laintenance
Division of Capital Asset Management and N	laintenance
Division of Capital Asset Management and N  Print Name:	laintenance

## 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 <a href="mailto:realestate.dcamm@mass.gov">realestate.dcamm@mass.gov</a> or otherwise delivered to:

Deputy Commissioner for Real Estate

Division of Capital Asset Management and Maintenance

One Ashburton Place, 15<sup>th</sup> 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) PUBLIC AGENCY PARTICIPATING in TRANSACTION:  (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:  (5) ROLE OF DISCLOSING PARTY (Check appropriate role):	(1)	REAL PROPERTY:	
(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:  (5) ROLE OF DISCLOSING PARTY (Check appropriate role): Lessor/LandlordLessee/TenantSeller/GrantorBuyer/GranteeOther (Please describe):  (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interrethe real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the gere public with the securities and exchange commission, if such stockholder holds less than ten per cent of outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are he disclosed as follows (attach additional pages if necessary):  NAME RESIDENCE  (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenaman official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NON NONE):  NONE	(2)	TYPE OF TRANSACTION, AGEEMENT	, or DOCUMENT:
(5) ROLE OF DISCLOSING PARTY (Check appropriate role): Lessor/LandlordLessee/TenantSeller/GrantorBuyer/GranteeOther (Please describe):  (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the ger public with the securities and exchange commission, if such stockholder holds less than ten per cent of outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are he disclosed as follows (attach additional pages if necessary):  NAME RESIDENCE  (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenam an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NON NONE):  NONE	(3)	PUBLIC AGENCY PARTICIPATING in T	TRANSACTION:
Lessor/LandlordLessee/Tenant	(4)	DISCLOSING PARTY'S NAME AND TY	PE OF ENTITY:
Seller/GrantorBuyer/Grantee Other (Please describe):	(5)	ROLE OF DISCLOSING PARTY (Check	appropriate role):
Cother (Please describe):  The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the ger public with the securities and exchange commission, if such stockholder holds less than ten per cent of outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are he disclosed as follows (attach additional pages if necessary):  NAME  RESIDENCE  RESIDENCE  None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NON NONE):  NONE		Lessor/Landlord	Lessee/Tenant
(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial intered the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the ger public with the securities and exchange commission, if such stockholder holds less than ten per cent of outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are he disclosed as follows (attach additional pages if necessary):  NAME  RESIDENCE  None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NON NONE):  NONE		Seller/Grantor	Buyer/Grantee
the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the ger public with the securities and exchange commission, if such stockholder holds less than ten per cent of outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are he disclosed as follows (attach additional pages if necessary):  NAME  RESIDENCE  None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NON NONE):  NONE		Other (Please describe): _	
an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NON NONE):  NONE  NONE	. ,	the real property excluding only 1) a store public with the securities and exchange outstanding stock entitled to vote at the an interest in a leasehold condominium disclosed as follows (attach additional property of the store	ckholder of a corporation the stock of which is listed for sale to the general ge commission, if such stockholder holds less than ten per cent of the annual meeting of such corporation or 2) an owner of a time share that has meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereboages if necessary):
	(7)	an official elected to public office in the	
NAME: POSITION:		NONE	
		NAME:	POSITION:
			<del>-</del>

# 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)	This 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**

<b>Dated</b>	:				

The undersigned in partial consideration of and as a condition to the acquisition of Commonwealth land and improvements, if any, at 461 Freight Shed Road (Church Hill Road), Phillipston, 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 release 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)
Name:
Title:
Date:
Received by:
Commonwealth of Massachusetts Acting By and Through Its Division of Capital Asset Management and Maintenance
Ву:
Name: Adam Baacke
Title: Commissioner of Capital Asset Management and
Maintenance
Date:
13

#### **EXHIBIT D**

#### HISTORIC COVENANTS

The Grantee, its successors, and assigns, will undertake any rehabilitation work on this property in accordance with the recommended approaches in the Secretary of the Interior's "Standards for Rehabilitation." All rehabilitation proposals, including interior changes, will be submitted to the Massachusetts Historical Commission (MHC) for review and approval.

No changes of any type including structural, physical, coloring, or surfacing changes, will be made to the property's architecturally or historically significant exterior or interior features without prior written approval by the MHC. The following rehabilitation activities do not require such approval: a) necessary repairs and maintenance that do not materially affect the exterior features; b) painting in a complementary or in-kind color; and c) repair on roofs, porches, or cornices when the repair is done in-kind to match existing material and form.

Representatives of the MHC's office shall have the right to inspect the premises from time to time upon reasonable notice to determine whether the Grantee is in compliance with the terms of this covenant.

The MHC may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the Grantee, its successors, or assigns. Failure of the MHC to exercise any right or remedy will not waive or limit the exercise of that or any other right or remedy under this instrument.

The burden of these restrictions shall run with the land and will be binding on all future owners of an interest therein.

Rev. 4/13/11

## **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

#### Phillipston







# THE COMMONWEALTH OF MASSACHUSETTS STATE LAND FOR HOMES

Governor Maura Healey & Lt. Governor Kim Driscoll



#### **Brook House**

461 Freight Shed Road, Phillipston

#### **PROPERTY OVERVIEW**

Former group home residence, part of the Templeton Development Center in a rural area of Phillipston near significant conservation land. The Brook House is located on an historic campus used for farming and group residences since the late 1800s.

Size: ±4.6 acres

Anticipated Release: Auction in Summer 2025
Permitting: 4 units/acre through underlying town zoning

**Utilities Assumed\*:** Electric

\*Proposers are responsible for confirming available utilities.



For more information: <a href="https://mass.gov/statelandforhomes">https://mass.gov/statelandforhomes</a> Or email: realestate.dcamm@mass.gov





405 FREIGHT SHED RD Property Location Map ID 49//8// Bldg Name State Use 9211 Vision ID 1117 Blda # 1 Sec # 1 of 1 Card # 1 of 2 Print Date 11/1/2024 1:37:30 PM **CURRENT OWNER CURRENT ASSESSMENT** TOPO UTILITIES STRT/ROAD LOCATION Description Code Appraised Assessed COMM OF MASS 339 **EXEMPT** 9210 542.500 542,500 **DIVISION FISHERIES & WILDLIFE EXM LAND** 9210 104.300 104.300 SUPPLEMENTAL DATA PHILLIPSTON, MA 100 CAMBRIDGE ST **EXEMPT** 9210 16.300 16.300 Alt Prcl ID 00049 00000 00008 Sub-Div Photo 5-3-36 **BOSTON** MA 02202 Ward VISION Prec. GIS ID M\_148608\_928923 Assoc Pid# 663,100 Total 663.100 RECORD OF OWNERSHIP BK-VOL/PAGE | SALE DATE | Q/U | V/I | SALE PRICE VC PREVIOUS ASSESSMENTS (HISTORY) Code Assessed Year Code Assessed Code Assessed Year Year 1 0 U V 0 COMM OF MASS 01-01-1900 2024 9210 529.000 2023 9210 529.000 9210 529.000 2023 3,400 3,400 3,400 9210 9210 9210 Total 532,400 Total 532,400 Total 532,400 **EXEMPTIONS** OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Number Year Code Description Amount Code Description Amount Comm Int APPRAISED VALUE SUMMARY 532.100 Appraised Bldg. Value (Card) Total 0.00 ASSESSING NEIGHBORHOOD Appraised Xf (B) Value (Bldg) 10.400 Nbhd Name Nbhd В Tracing Batch 16.300 Appraised Ob (B) Value (Bldg) 0001 104.300 Appraised Land Value (Bldg) **NOTES** TEMPLETON RENAMED ROAD Special Land Value AC 41.95 SEE CARD Total Appraised Parcel Value 663,100 42-6 FOR VALUE Valuation Method  $\mathbf{C}$ TEMPLETON DEVELOPEMENT CENTER **GEN** NOTE FORMERLY OLD COLONY PER KELLY CHANGE TO FREIGHT SHED Total Appraised Parcel Value 663,100 **BUILDING PERMIT RECORD VISIT/CHANGE HISTORY** Date Comp Purpost/Result Permit Id Issue Date Type Description Amount Insp Date % Comp Comments Date ld Type Is Cd Measur+1Visit 06-12-2024 RT 01 12-07-2016 SW 01 Measur+1Visit 02-28-1977 6 LAND LINE VALUATION SECTION В Use Code Land Units Unit Price I. Factor Site Index Nbhd. Nhbd Adj Special Use Adi Unit Pric Land Value Description Zone Land Type Cond. Notes 9211 RA 80.000 SF 0.63 1.00000 5 1.000 50.400 DFW Non Reimb 1.00 0.63 0 9211 DFW Non Reimb 40.562 AC 0 RA 1,600.00 | 1.00000 1.00 1.000 1,328 53,900 104.300 **Total Card Land Units** 42 AC Parcel Total Land Area: 42 Total Land Value

 Property Location
 405 FREIGHT SHED RD
 Map ID
 49//8//
 Bldg Name
 State Use 9211

 Vision ID
 1117
 Account #
 Bldg # 1
 Sec # 1 of 1
 Card # 1 of 2
 Print Date 11/1/2024 1:37:33 PM

С	ONSTRU	CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Description	Element Cd			Description			
Style:	18	Office Bldg							
Model	94	Commercial							
Grade	06	Good							
Stories:	2				84177		^_		
Occupancy	1.00		0 1	Υ	MIXE		SE		
Exterior Wall 1	25	Vinyl Siding	Code	DE144 A	Descrip			Percentage	
Exterior Wall 2	17	Stucco/Masonry	9211	DFW N	Ion Reimb	C		100	
Roof Structure	03	Gable/Hip						0	
Roof Cover	03	Asph/F Gls/Cmp			T / MAADA	CTI	/ALLIATIC	0	
Interior Wall 1	03	Plastered		COS	I / WARN	EI	ALUATIC	)N	
Interior Wall 2			RCN				859,763		
Interior Floor 1	12	Hardwood	RUN				059,703		
Interior Floor 2									
Heating Fuel	02	Oil	Year Built				1950		
Heating Type	06	Steam	Effective	-	14		1981		
AC Type	01	None	Depreciat				G		
Bldg Use	9211	DFW Non Reimb C	Remodel		5		١٥		
Total Rooms			Year Rem						
Total Bedrms	00		Depreciat				43		
Total Baths	2		Functiona				0		
Heat/AC	00	NONE	Economic				lo 0		
Frame Type	02	WOOD FRAME	Trend Fa				1		
Baths/Plumbing	02	AVERAGE	Condition			ļ !			
Ceiling/Wall	06	CEIL & WALLS	Condition						
Rooms/Prtns	02	AVERAGE	Percent C				57		
Wall Height	12.00		RCNLD	<b>,</b>			490,100		
% Comn Wall	0.00		Dep % O	vr			130,100		
1st Floor Use:	914C		Dep Ovr		nt				
			Misc Imp						
			Misc Imp		nment				
			Cost to C						
					Comment				
0	B - OUTE	BUILDING & YARD ITEMS(L)	/XF - BU	ILDING	EXTRA F	EAT	URES(B)		

		6BAS 31	WPK 6		6 <b>ۇ</b> ©т
		21 BAS UBM 19	CTH BAS UBM	32	
7 12	9 10		31		31
5 9 12 3 6 2 63	26	4	WDK <sup>20</sup>	32	
FHS BAS UBM		19	18	18	
29		21	20		
6F80®	5.				

	OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value	
SHD1	Shed ,wood	L	100	19.00	1976		100		0.00	1,900	
SHD1	Shed ,wood	L	456	19.00	1976		8		0.00	700	
BRN4	Barn Lft/Bsmt	L	2,560	60.00	1976		0		0.00	0	
STB2	Stable w/ Imprv	L	1,160	60.00	1976		8		0.00	5,600	
SPR1	Sprinklers, Wet	В	6,102	3.00	1978		57		0.00	10,400	
PAV1	Paving, Asphalt	L	2,700	3.00			100		0.00	8,100	
		I				l					

BUILDING SUB-AREA SUMMARY SECTION											
Code		Descr	iption	·	Living /	Area	Floor	Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor				3	,488		3,488	3,488	171.13	596,905
CTH	Cathedral Ceilir	ng				0		992	198	34.16	33,884
FHS	Half Story, Finis	shed				443		885	443	85.66	75,811
FOP	Porch, Open, F	Porch, Open, Finished						48	12	42.78	2,054
UBM	Basement, Unfi	Basement, Unfinished						3,302	826	42.81	141,354
UST	Utility, Storage,	Utility, Storage, Unfinished						36	11	52.29	1,882
WDK	Deck, Wood					0		459	46	17.15	7,872
	•	3	,931		9,210	5,024	0.00	859,762			



405 FREIGHT SHED RD Property Location Map ID 49//8// Bldg Name State Use 9211 Vision ID 1117 Blda # 2 Sec # 1 of 1 Card # 2 of 2 Print Date 11/1/2024 1:37:33 PM **CURRENT OWNER CURRENT ASSESSMENT** TOPO UTILITIES STRT/ROAD LOCATION Description Code Appraised Assessed COMM OF MASS 339 **EXEMPT** 9210 542.500 542,500 **DIVISION FISHERIES & WILDLIFE EXM LAND** 9210 104.300 104.300 SUPPLEMENTAL DATA PHILLIPSTON, MA 100 CAMBRIDGE ST **EXEMPT** 9210 16.300 16.300 Alt Prcl ID 00049 00000 00008 Sub-Div Photo 5-3-36 **BOSTON** MA 02202 Ward **VISION** Prec. lgis id M\_148608\_928923 Assoc Pid# 663,100 Total 663.100 RECORD OF OWNERSHIP BK-VOL/PAGE | SALE DATE | Q/U | V/I | SALE PRICE VC PREVIOUS ASSESSMENTS (HISTORY) Code Assessed Year Code Assessed Code Assessed Year Year COMM OF MASS 1 0 U V 0 01-01-1900 2024 9210 529.000 2023 9210 529.000 9210 529.000 2023 3,400 3,400 3,400 9210 9210 9210 Total 532,400 Total 532,400 Total 532,400 **EXEMPTIONS** OTHER ASSESSMENTS This signature acknowledges a visit by a Data Collector or Assessor Number Year Code Description Amount Code Description Amount Comm Int APPRAISED VALUE SUMMARY 532.100 Appraised Bldg. Value (Card) Total 0.00 ASSESSING NEIGHBORHOOD Appraised Xf (B) Value (Bldg) 10.400 Nbhd Name Batch Nbhd В Tracing Appraised Ob (B) Value (Bldg) 16.300 0001 104.300 Appraised Land Value (Bldg) NOTES POOR COND Special Land Value Total Appraised Parcel Value 663,100 Valuation Method  $\mathbf{C}$ **BROOK HOUSE - FARM AREA** AREA B Total Appraised Parcel Value 663,100 **BUILDING PERMIT RECORD** VISIT / CHANGE HISTORY Issue Date Date Comp Purpost/Result Permit Id Type Description Amount Insp Date % Comp Comments Date ld Type Is Cd LAND LINE VALUATION SECTION В Use Code Zone Land Type Land Units Unit Price I. Factor Site Index Nbhd. Special Use Adi Unit Pric Land Value Description Cond. Nhbd Adi Notes 2 0 SF 13.18 1.00000 5 POOR COND 9211 DFW Non Reimb 1.00 1.000 13.18 0 104.300 **Total Card Land Units** Parcel Total Land Area: 42 Total Land Value O AC

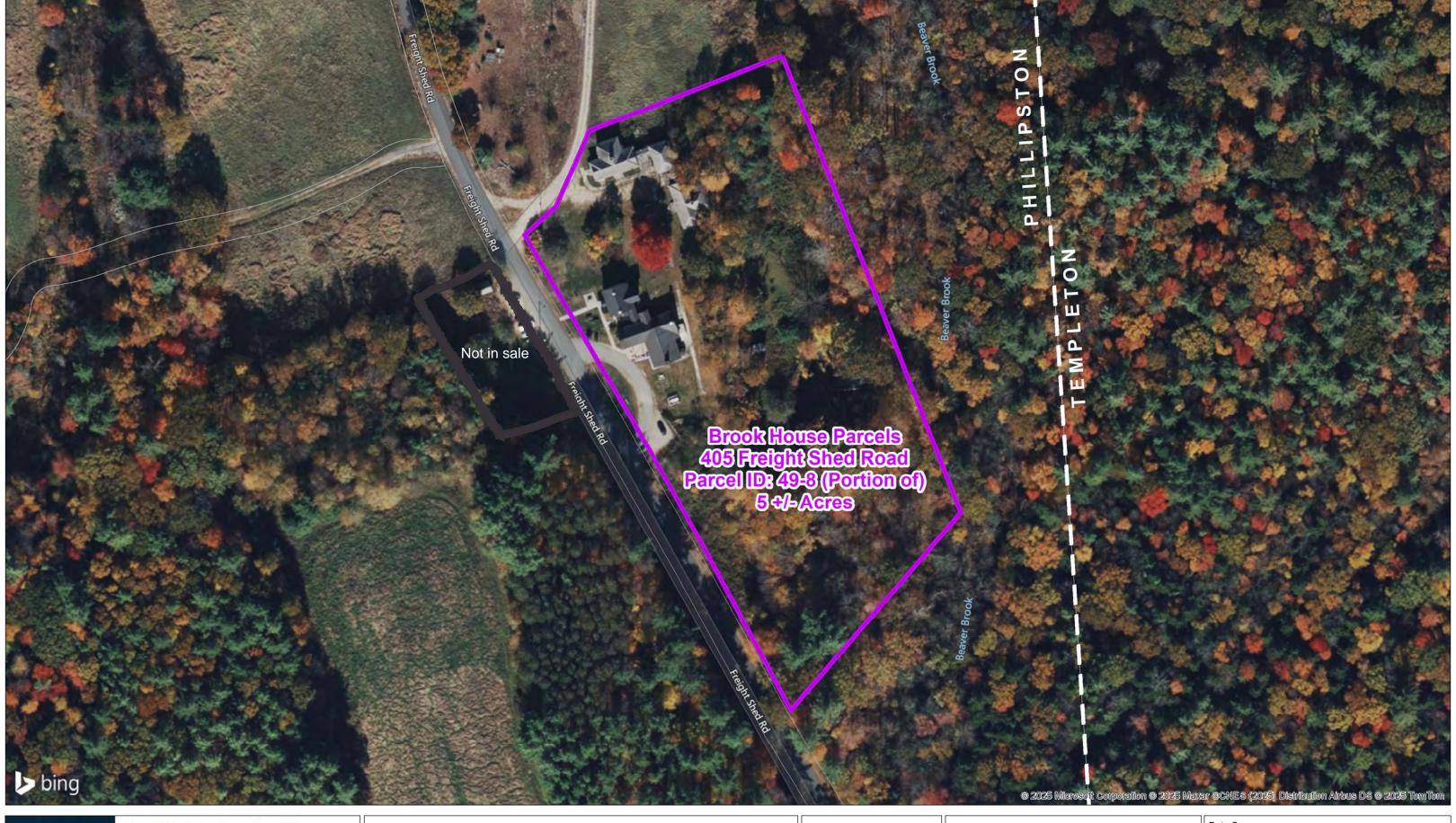
C	ONSTRU	CTION DETAIL	CONSTRUCTION DETAIL (CON					INUED)	
Element	Cd	Description	Elem	ent	Cd	Cd Description			
Style:	18	Office Bldg							
Model	94	Commercial							
Grade	01	Minimum							
Stories:	1								
Occupancy	1.00			7		ED US	SE		
Exterior Wall 1	14	Wood Shingle	Code Description					Percentage	
Exterior Wall 2			9211	DFW N	Non Reimb	С		100	
Roof Structure	03	Gable/Hip						0	
Roof Cover	06	Asbestos Shing			NT / 1/4 D/	/FT \		0	
Interior Wall 1	03	Plastered		COS	ST/MARK	EI V	ALUATIC	N	
Interior Wall 2			DOM				004.054		
Interior Floor 1	12	Hardwood	RCN				221,054		
Interior Floor 2	01	Dirt/None							
Heating Fuel	01	Coal or Wood	V D - 11				4050		
Heating Type	01	None	1				1950		
AC Type	01	None					1963 P		
Bldg Use	9211	DFW Non Reimb C	Depreciation Code Remodel Rating				Р		
Total Rooms									
Total Bedrms	00		Year Rem				61		
Total Baths	2		Depreciat Functiona				0		
Heat/AC	01 HEAT/AC PKGS						0		
rame Type 02 WOOD FRAME		Economic Trend Fac				1			
Baths/Plumbing	02	AVERAGE	Condition				AP		
Ceiling/Wall	06	CEIL & WALLS	Condition %				20		
Rooms/Prtns	02	AVERAGE	Percent C				19		
Wall Height	2.00		RCNLD	J00u			42,000		
% Comn Wall	0.00		Dep % O	\r			72,000		
1st Floor Use:	914C		Dep Ovr		nt				
			Misc Imp						
			Misc Imp		nment				
	1		Cost to C						
	1								
					Comment				

OBM		16	16
	30 1 20 20 20	7 13 7 51	13 19 6 UST
	23 4 UST 5 4		š
	20 20		
16			
25	51		
16	21		

						COSt to Cui						
	OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)											
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value		

BAS First Floor 3,660 3,660 48.16 1										
BAS         First Floor         3,660         3,660         3,660         48.16         1           UBM         Basement, Unfinished         0         3,660         915         12.04		·	BUIL	LDING SUE	3-AREA	SUN	MARY SE	CTION	,	
UBM         Basement, Unfinished         0         3,660         915         12.04	Code		Description		Living A	∖rea	Floor Area	Eff Area	Unit Cost	Undeprec Value
	BAS	First Floor			3	,660	3,66	3,660	48.16	176,266
UST Utility, Storage, Unfinished 0 50 15 14.45	UBM	Basement, Unfi	nished			0	3,66	915	12.04	44,066
	UST	Utility, Storage,	Unfinished			0	5	0 15	14.45	722
Ttl Gross Liv / Lease Area 3,660 7,370 4,590 0.00 2		. 1	Ttl Gross Liv /	Lease Area	3	,660	7,37	4,590	0.00	221,054





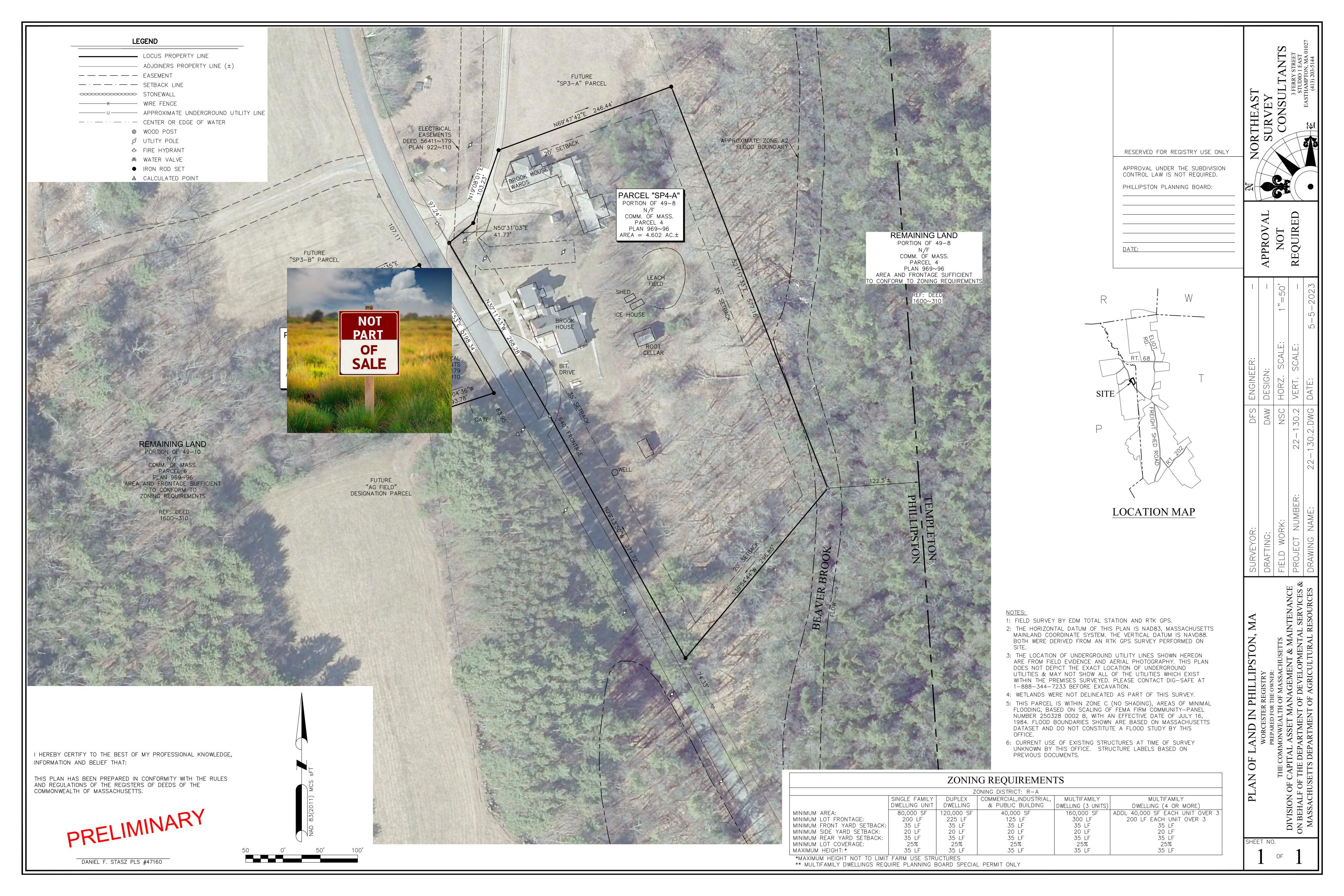


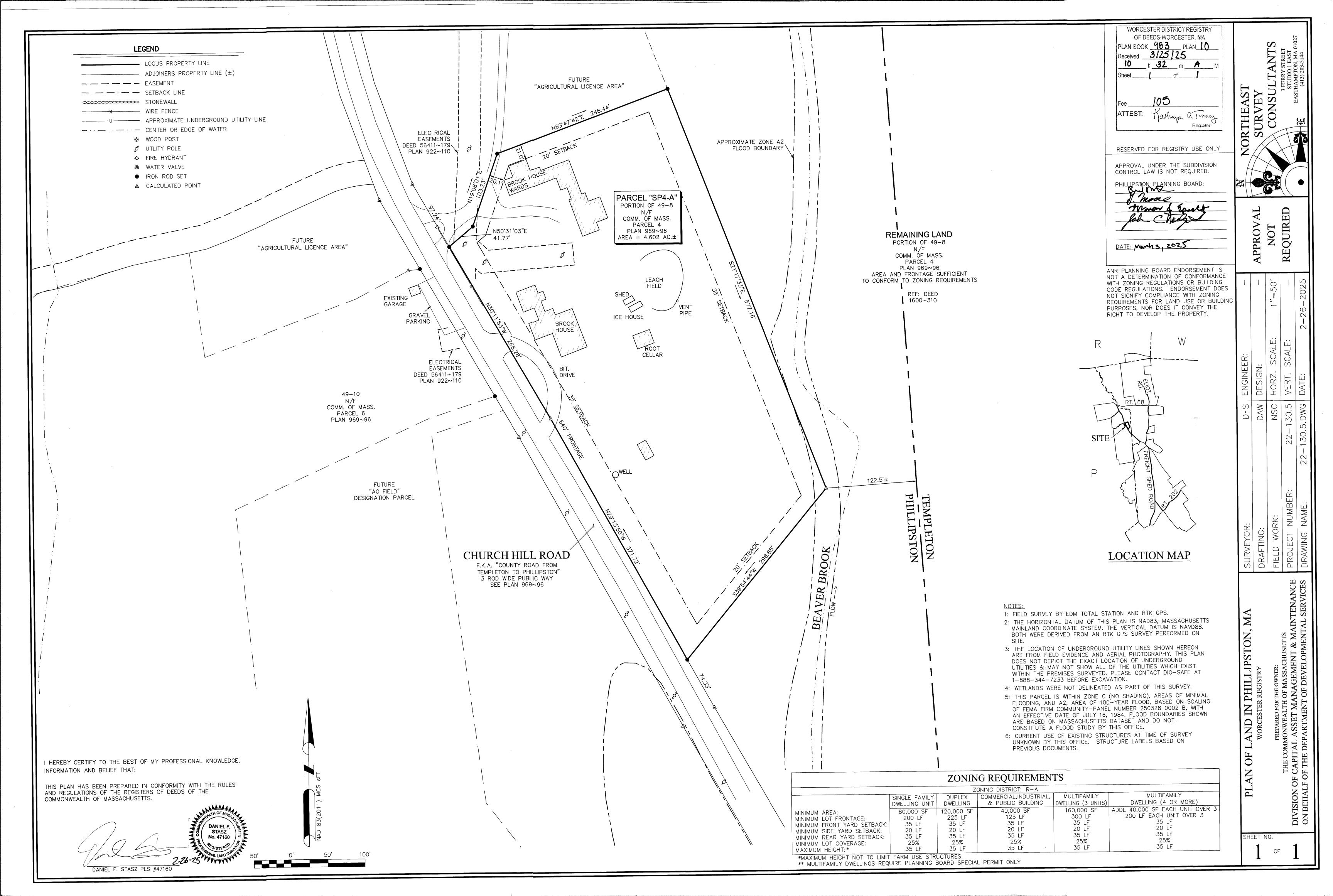
Brook House Parcels 405 Freight Shed Road Parcel ID: 49-8 (Portion of) 5 +/- Acres

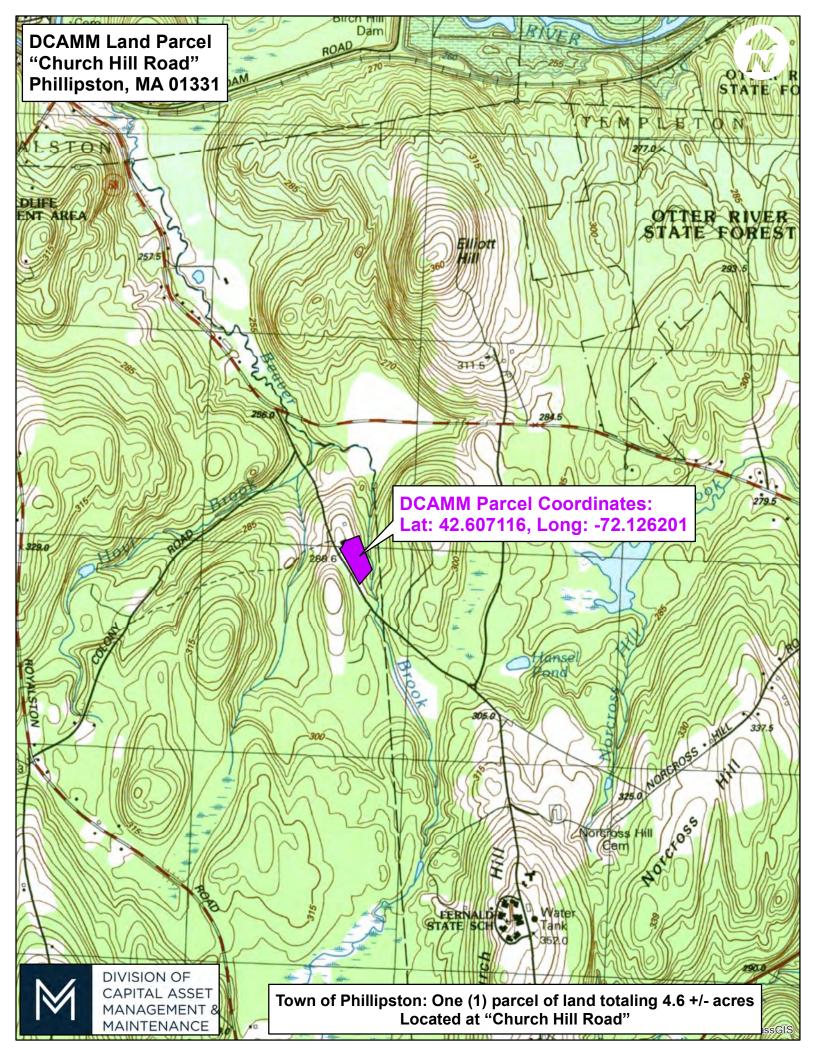




Data Sources:
MassGIS - Assessors Datalayer, 2025
Bing Maps Aerial with Labels
By: DCAMM, Jason Hodgkins
Date: 2/14/2025

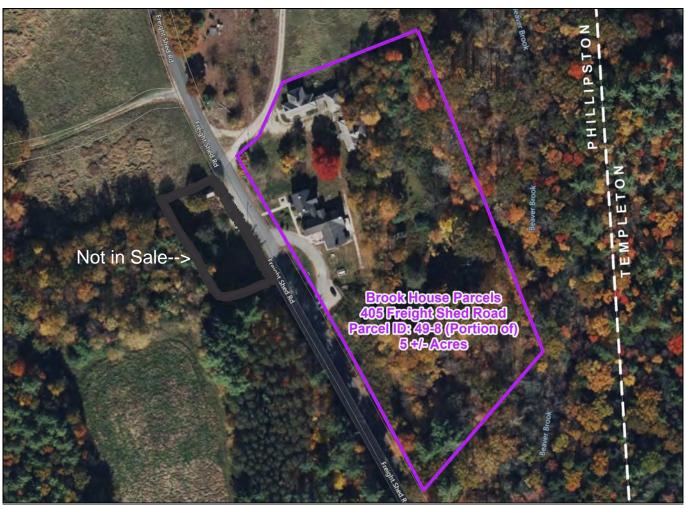






### PHOTO GALLERY 461 FREIGHT SHED RD., PHILLIPSTON, MA











Templeton Developmental Center, Templeton and Phillipston, Massachusetts





1. Brook House (Building #15, at left) & Brook House Wards (Building #80, right), west elevations, view east



3. Brook House Wards (Building #80, at left) and Brook House (Building #15, at right) east elevations, view west



2. Brook House (Building #15) north elevation (left) and west elevation (right), view southeast



4. Brook House Wards (Building #80) south elevation (left) and east elevation (right), view northwest



5. Brook House Wards (Buildings #80) south elevation, view north



7. Ice House (Building #17) north elevation (left) and west elevation (right), view southeast



6. Brook House Wards (Buildings #80) west elevation (left) and south elevation (right), view northeast



8. Ice House (Building #17) south elevation (left) and west elevation (right), view northeast



9. Brook Colony Wards 1 & 2 (Building #16), west elevation, view east



11. Brook Colony Wards 1 & 2 (Building #16), east elevation (left) and north elevation (right), view southwest



10. Brook Colony Wards 1 & 2 (Building #16), north elevation, view south



12. Brook Colony Wards 1 & 2 (Building #16), south elevation, view north



13. Brook Colony Wards 1 & 2 (Building #16), south elevations, view north



15. Tool Shed (Building #21) west elevation (left) and south elevation (right), view northeast



14. Brook Colony Wards 1 & 2 (Building #16) south elevation (left) and west elevation (right), view northeast



16. Tool Shed (Building #21) south elevation (left) and east elevation (right), view northwest



17. Tool Shed (Building #21) east elevation (left) and north elevation (right), view southwest



19. Shed (Building #18) south elevation (left) and east elevation (right), view northwest - REMOVED from sale



18. Well (Building #19) west elevation, view east

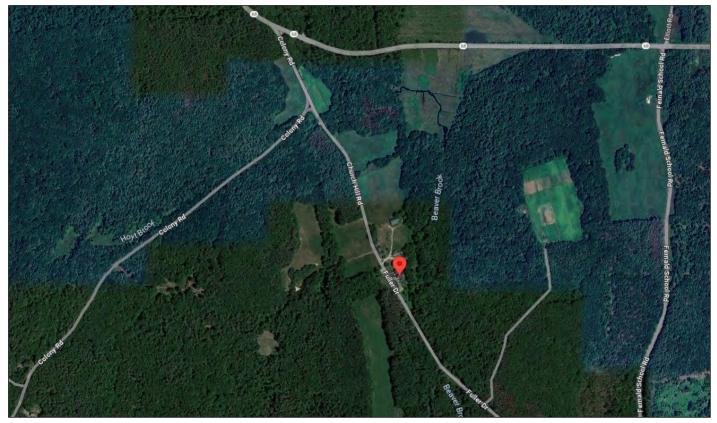


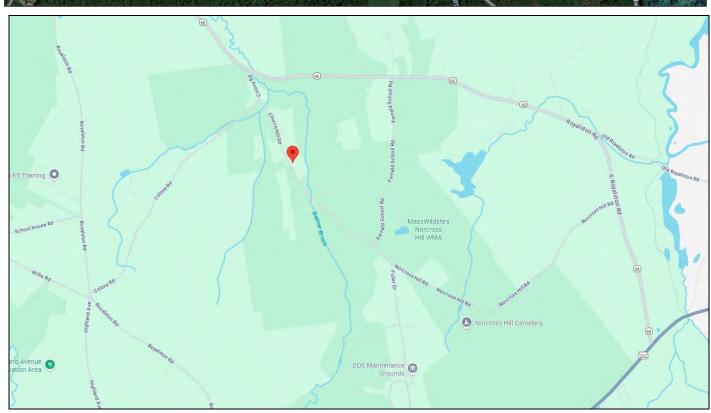
20. Shed (Building #18) west elevation (left) and south elevation (right), view northeast REMOVED from sale

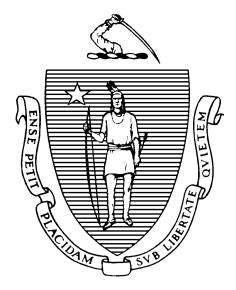


21. Shed (Building #18) west elevation, view east - REMOVED from sale

MAP 461 FREIGHT SHED RD., PHILLIPSTON, MA







## 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:
Capital Asset Management and Maintenance, Division of (DCAMM) One Ashburton Place, 15th Floor Boston, MA 02108	PROPOSAL DEADLINE DATE AND TIME:
	9/10/25 @ 11:00 A.M.
CONTACT INFORMATION: PHONE 857-319-7573	FAX
Warren A. Madden, Senior Project Manager	EMAIL: warren.madden@mass.gov
TRANSACTION TERMS:	
ACQUISITION:  PURCHASE LEASE DISPOSIITION:	☑ SALE ☐ LEASE
DESCRIPTION OF PROPERTY:	
4.6+/- acres of surplus state-owned land, including building structures, located on Church Hill Road (a portion of Assessor's Parcel # 49-8) in the town of Phillipston.	
ESTIMATED VALUE, SOURCE OF VALUATION:	
ADDITIONAL INFORMATION  Pursuant to St. 2022, c. 183, DCAMM will conduct an absolute auction of 4.6+/- acres of surplus state-owned land, including building structures located on Church Hill Road (a portion of Assessor's Parcel # 49-8) in the town of Phillipston for Housing Purposes. The absolute auction will be held on 9/10/25 @ 11:00 A.M. at the Four Points by Sheraton Boston Newton Hotel, 320 Washington Street in Newton. Complete instructions, including registration and bidding, terms and requirements for the auction of the Premises are set forth in the Property Information Package, which may be obtained by contacting JJ Manning Auctioneers at 800-521-0111 or online at www.jjmanning.com.	



#### The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth Massachusetts Historical Commission

May 9, 2025

Carol Meeker
Deputy General Counsel
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108

RE: Templeton Development Center, Templeton, MA; MHC# RC.46091

Dear Ms. Meeker:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the Project Notification Forms (PNFs) that were submitted, received at this office on April 9, 2025, for the project referenced above.

The proposed project consists of the disposition of nine non-contiguous parcels in Templeton and Phillipston totaling approximately 79.3 acres of land and containing 26 historic resources. The nine parcels were previously to be disposed of without adequate conditions or restrictions regarding preservation, maintenance, or use. The MHC previously determined this disposition to be an "adverse effect" (950 CMR 71.05(e)). It is now proposed that two of the nine parcels, Lots SP 1 & SP 4-A will be disposed of by auction with historic covenants.

Templeton Farm Colony (TEM.F/PHL.C) is listed in the National and State Registers of Historic Places.

After review of the MHC's files and the information submitted, the MHC has determined that the proposed disposition by auction with historic covenants of Lots SP 1 & SP 4-A will have "no adverse effect" (950 CMR 71.07(2)(b)(2)) on the Templeton Farm Colony.

These comments are offered to assist in compliance with M.G.L. Chapter 9, Sections 26-27C (950 CMR 71.00). Please do not hesitate to contact Joshua Dorin of my staff if you have any questions.

Sincerely,

**Brona Simon** 

State Historic Preservation Officer

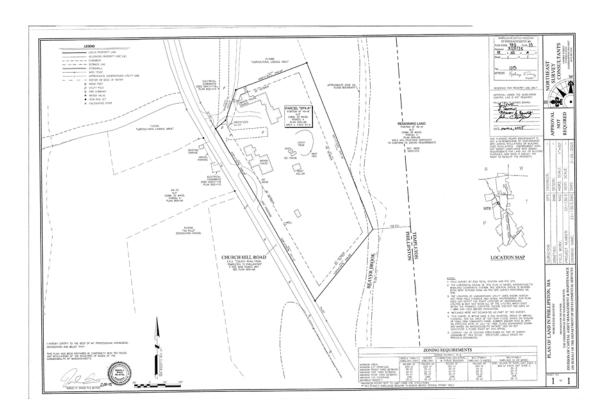
Bina Sima

Executive Director

Massachusetts Historical Commission

xc: Templeton Historical Commission

### **Brook House -Church Hill Road, Phillipston**



Survey

#### HISTORIC COVENANTS

The Grantee, its successors, and assigns, will undertake any rehabilitation work on this property in accordance with the recommended approaches in the Secretary of the Interior's "Standards for Rehabilitation." All rehabilitation proposals, including interior changes, will be submitted to the Massachusetts Historical Commission (MHC) for review and approval.

No changes of any type including structural, physical, coloring, or surfacing changes, will be made to the property's architecturally or historically significant exterior or interior features without prior written approval by the MHC. The following rehabilitation activities do not require such approval: a) necessary repairs and maintenance that do not materially affect the exterior features; b) painting in a complementary or in-kind color; and c) repair on roofs, porches, or cornices when the repair is done in-kind to match existing material and form.

Representatives of the MHC's office shall have the right to inspect the premises from time to time upon reasonable notice to determine whether the Grantee is in compliance with the terms of this covenant.

The MHC may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the Grantee, its successors, or assigns. Failure of the MHC to exercise any right or remedy will not waive or limit the exercise of that or any other right or remedy under this instrument.

The burden of these restrictions shall run with the land and will be binding on all future owners of an interest therein.

Rev. 4/13/11

#### Chapter 183

## AN ACT AUTHORIZING THE TRANSFER OF CERTAIN PARCELS OF LAND IN THE TOWNS OF TEMPLETON, PHILLIPSTON AND ROYALSTON

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to transfer certain parcels of land at the former Templeton Development Center, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws, chapter 504 of the acts of 2002, chapter 59 of the acts of 2009 as amended by sections 117 through 124, inclusive, of chapter 131 of the acts of 2010, or any other general or special law to the contrary, the commissioner of capital asset management and maintenance shall transfer the care, custody and control of the parcels of land at the former Templeton developmental center in the towns of Phillipston, Templeton and Royalston identified in section 2 from the department of developmental services to the department of fish and game to be held solely for the purposes and uses of forest and open space protection, management and conservation, environmental education and public access for passive recreation and enjoyment, including hunting, fishing and trapping. The commissioner of capital asset management and maintenance, in consultation with the commissioner of fish and game, shall determine the exact boundaries of the parcels through a survey. The commissioner of capital asset management and maintenance, in consultation with the commissioner of fish and game, may alter the boundaries to be transferred to the care and control of the department of fish and game pursuant to this section. The department of fish and game shall not be required to pay any consideration for the parcels of land to be transferred to the department of fish and game pursuant to this act.

SECTION 2. The parcels of land that may be transferred to the department of fish and game pursuant to section 1 contain approximately 1,427 acres and are shown and described as the "unencumbered area (white)" on the plan entitled "Plan of Land in Templeton, MA" prepared by Northeast Survey Consultants and dated July 27, 2017, on file with the division of capital asset management and maintenance, subject to modifications pursuant to section 1.

SECTION 3. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws, chapter 504 of the Acts of 2002, chapter 59 of the acts of 2009, as amended by sections 117 through 124, inclusive, of chapter 131 of the acts of 2010, or any other general or special law to the contrary, the commissioner of capital asset management and maintenance shall transfer the care, custody and control of the parcels of land at the former Templeton developmental center in the towns of Phillipston and Templeton identified in section 4 from the department of developmental services to the department of agricultural resources to be held solely for the purposes and uses of agriculture and open space protection, management and conservation. The commissioner of capital asset management and maintenance, in consultation with the commissioner of agricultural resources, shall determine the exact boundaries of the parcels through a survey. The commissioner of the division of capital asset management and maintenance, in consultation with the commissioner of the department of agricultural resources, may alter the boundaries to be transferred to the care and control of the department of agricultural resources pursuant to this section. The department of agricultural resources shall not be required to pay any consideration for the parcels of land to be transferred to the department of agricultural resources pursuant to this act.

SECTION 4. The parcels of land that may be transferred to the department of agricultural resources pursuant to section 3 contain approximately 175 acres, and are shown as the agricultural fields numbered 1,

4, 5, 10, 11, 12, 13, 14A, 14C, 15, 16, 17, 18, 19, 20, 21 and 22 on the plan entitled "Plan of Land in Templeton, MA" prepared by Northeast Survey Consultants and dated July 27, 2017 on file with the division of capital asset management and maintenance, subject to modifications pursuant to section 3.

SECTION 5. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws, chapter 504 of the Acts of 2002, chapter 59 of the acts of 2009, as amended by sections 117 through 124, inclusive, of chapter 131 of the acts of 2010, or any other general or special law to the contrary, the commissioner of capital asset management and maintenance, in consultation with the commissioner of agricultural resources, may convey to 1 or more purchasers the agricultural fields and parcels at the former Templeton developmental center in the towns of Royalston, Templeton and Phillipston identified in section 6; provided, however, that: (i) prior to sale of said agricultural fields the commissioner of capital asset management and maintenance shall record an agricultural preservation restriction on said fields pursuant to sections 31 through 33, inclusive, of chapter 184 of the General Laws; and (ii) sale of said parcels shall be subject to a deed restriction restricting the use of the property and buildings thereon to use for the purposes of agriculture as defined in section 1A of chapter 128 of the General Laws. The commissioner of capital asset management and maintenance, in consultation with the commissioner of agricultural resources, shall determine the exact boundaries of the parcels through a survey. The commissioner of capital asset management and maintenance, in consultation with the commissioner of agricultural resources, may alter the boundaries to be conveyed pursuant to this section. The commissioner of capital asset management and maintenance shall use competitive best value bidding processes and procedures when making any disposition under this section. Not less than 30 days before the date on which bids, proposals or other offers to purchase the parcels, or any portion thereof, are due, the commissioner of capital asset management and maintenance shall place a notice in the central register published by the state secretary pursuant to section 20A of chapter 9 of the General Laws stating: (i) the availability of the parcels; (ii) the nature of the competitive bidding process; (iii) the time, place and manner for the submission of bids and proposals and the opening of the bids or proposals; and (iv) other information that the commissioner deems relevant. The commissioner shall also place notification in the central register of the individual or firm selected as party to any real property transaction involving any such parcels and the amount of the transaction. The commissioner of capital asset management and maintenance may transfer to the care, custody and control of the department of agricultural resources any of said agricultural fields or parcels that has not been conveyed by said commissioner pursuant to this section on or before December 31, 2023 and the commissioner of agricultural resources shall accept care, custody and control of said parcels or agricultural fields; provided, however, that the commissioner of agricultural resources may require the demolition and removal of any structures on the parcels prior to accepting care, custody and control of any of said parcels or agricultural fields.

SECTION 6. The agricultural fields and parcels that may be conveyed pursuant to Section 5 are the agricultural fields numbered 2, 3, 6, 7, 8, 9 and 14B and the parcels labeled LA 1, LA 2, LA 3, LA 4 and LA 5 on the plan entitled "Plan of Land in Templeton, MA" prepared by Northeast Survey Consultants and dated July 27, 2017 on file with the division of capital asset management and maintenance, subject to modifications pursuant to section 5.

SECTION 7. The executive office of energy and environmental affairs shall be responsible for the costs and expenses of the transfers authorized by sections 1, 3 and 5 as determined by the commissioner of capital asset management and maintenance, including, but not limited to, the costs of any engineering, surveys, appraisals, title examinations, recording fees and document preparation related to the transfer of the care, custody and control of the parcels pursuant to sections 1 through 6, inclusive.

SECTION 8. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws, chapter 504 of the Acts of 2002, chapter 59 of the acts of 2009, as amended by sections 117 through 124, inclusive, of chapter 131 of the acts of 2010, or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may sell or lease to 1 or more purchasers or lessees the parcels of land, with any buildings thereon, at the former Templeton developmental center in the towns of Templeton,

Phillipston and Royalston not transferred to the care, custody and control of the department of fish and game, the department of agricultural resources or a private party pursuant to this act. The commissioner of capital asset management and maintenance shall determine the exact boundaries of the parcels through a survey. The commissioner shall use appropriate competitive bidding processes and procedures when making any disposition under this section. Not less than 30 days before the date on which bids, proposals or other offers to purchase the parcels, or any portion thereof, are due, the commissioner shall place a notice in the central register published by the state secretary pursuant to section 20A of chapter 9 of the General Laws stating: (i) the availability of the parcels; (ii) the nature of the competitive bidding process; (iii) the time, place and manner for the submission of bids and proposals and the opening of the bids or proposals; and (iv) other information that the commissioner deems relevant. The commissioner shall also place notification in the central register of the individual or firm selected as party to any real property transaction involving any such parcels and the amount of the transaction.

SECTION 9. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws, chapter 504 of the Acts of 2002, chapter 59 of the acts of 2009 as amended by sections 117 through 124, inclusive, of chapter 131 of the acts of 2010, or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may: (i) convey the portions of roads located at the former Templeton developmental center including, without limitation, the road known as Freight Shed road, to the Massachusetts Department of Transportation; and (ii) convey portions of roads located at the former Templeton developmental center not conveyed to the Massachusetts Department of Transportation, including, without limitation, the road known as Freight Shed road, to the towns in which such portions of roads are located, subject to the requirement that the grantee in each instance maintains the portions of roads conveyed to it as a public way. The commissioner of capital asset management and maintenance shall determine the exact boundaries of the portions of said roads to be conveyed to each grantee through surveys.

SECTION 10. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws, chapter 504 of the Acts of 2002, chapter 59 of the acts of 2009 as amended by sections 117 through 124, inclusive, of chapter 131 of the acts of 2010, or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may convey any water lines or other utilities located in any of the roads referred to in section 9 to the town, municipal light and power plant, or other entity that provides water service in the town in which such water lines or other utilities are located. The commissioner of capital asset management and maintenance shall determine the exact boundaries of such water lines or other utilities to be conveyed to each grantee through surveys.

Approved, August 11, 2022.



# 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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