



PROPERTY INFORMATION PACKAGE #26-2173

ABSOLUTE AUCTION

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

FORMER MIDDLESEX SUPERIOR COURT

330-360 Gorham Street, Lowell, MA

And Four Parcels:

44 Elm Street; 54 Elm Street; 105 Chapel Street; 53 Auburn Street

**65,000+/- sf Historic Former Courthouse Building
& Surface Parking Lot on 2.44+/- Acres**

Selling to the Highest Pre-Qualified Bidder, Regardless of Price

MA Auc. Lic. #111



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**STATE LAND FOR HOMES AUCTION
MIDDLESEX SUPERIOR COURT**

3/11/26

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 at 330-360 Gorham Street, 44 Elm Street 54 Elm Street, 105 Chapel Street, and 53 Auburn Street, Lowell, MA, formerly known as the “Middlesex Superior Court.”

DCAMM has chosen auction, the accelerated method of marketing, for the disposition of this property. The Commonwealth’s decision allows you to set the market price for this property with your bid. The property is being sold Absolute where the highest bidder will be the winning bidder, regardless of price. You will have the opportunity to buy the property at the lowest possible price by bidding one increment higher than the competition. Please note that there is a bidder prequalification process (RFQ) which must be adhered to in order to participate in the eventual auction sale.

As you know, the property is being “AS IS”, with all faults and without warranty of any kind, whatsoever, so be sure to attend the scheduled Open House/Property Previews. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held on-site on June 10, 2026. Don’t miss it!

This property is being sold through the Affordable Homes Act, Chapter 150 of the Acts of 2024 (AHA). The deed will include a housing use restriction and 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. Redevelopment will be expected to follow the provisions of existing local building and zoning controls, to the extent they do not conflict with the Act and so long as it allows at least 4 housing units per acre, as the zoning permits greater density than the minimum density municipalities are required to permit under the AHA.

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](https://www.mass.gov/info-details/state-land-for-homes-initiative).

This sale is 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 Draft Purchase & Sale Agreement in the package. You should consult your attorney with any questions regarding the Purchase & Sale Agreement. All bidders are bidding on the same level playing field, under the same Terms and Conditions and on the same Purchase & Sale agreement.

Don't forget to have the \$75,000 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 that day. You must have passed the Bidder RFQ process with DCAMM in order to bid at this auction.

Our experienced auction staff is available to answer your questions regarding the auction process 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!

Justin J. Manning, CAI, AARE - President MA - Licensed Auctioneer #111



TERMS & CONDITIONS



STATE LAND FOR HOMES AUCTION - FORMER MIDDLESEX SUPERIOR COURT

Terms of Sale: 10% deposit of which Seventy-Five Thousand Dollars (\$75,000) 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. Balance is due at Closing. Bidders MUST have submitted the DCAMM Bidder RFQ in accordance with the Bidder Timeline in order to be considered as a qualified bidder in this auction.

A. Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to Commonwealth of MA - DCAMM.

B. Subject to terms of the P&S, the Closing is expected to take place 45 days from the auction. This date may be extended by Seller pursuant to terms of the P&S.

C. A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.

D. The property is being sold with housing use restriction and will include a reversionary interest. We strongly recommend you carefully review the terms of the P&S with counsel to fully understand rights and obligations

E. The property is 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.

F. Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.

G. The property is being sold "Absolute" to the high qualified bidder(s) regardless of price.

H. The property is NOT being sold with a financing contingency. We recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

I. Bidder prequalification required in this auction pursuant to the enclosed RFQ.

J. Other terms, if any, to be announced at the on-site auction sale from the podium. If there is any conflict between these Terms and Conditions, this Property Information Package, and the P&S, the P&S will control.



BIDDER TIMELINE

Site Tour(s): March 18, 2026 2:00 PM - 4:00 PM ET *
March 24, 2026 11:00 AM - 1:00 PM ET *

Questions Due: April 3, 2026, 3:00P M ET

Answers Due: (estimate) April 10, 2026

Qualifications Responses Due: April 24, 2026, 3:00 PM ET

Notice of Qualification to Responders: May 29, 2026
(estimate)

AUCTION: June 10, 2026 on-site 11:00 AM ET

Closing: 45 days after Auction **

* **Waivers will be required for visitors to attend site tours**

** **Subject to the Purchase and Sale Agreement**



BUYER'S PREMIUM EXPLANATION

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*.

LOWELL REDEVELOPMENT OPPORTUNITY

REQUEST FOR QUALIFICATIONS

FORMER MIDDLESEX SUPERIOR COURT

330-360 Gorham Street, Lowell, MA

And Four Parcels:

44 Elm Street

54 Elm Street

105 Chapel Street

53 Auburn Street



Qualifications Due Date: April 24, 2026 at 3:00 PM



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SECTION 1 | Introduction and Goals

1.1 Introduction

The Commonwealth of Massachusetts (the Commonwealth), acting by and through its Division of Capital Asset Management and Maintenance (DCAMM) and in consultation with the Executive Office of Housing and Livable Communities (EOHLC) is conducting an auction of the Former Middlesex Superior Court, a 65,000± square feet building on an 1.63± acre lot, in addition to 4 smaller lots totaling 2.44± acres (collectively the Disposition Property) located in Lowell, Massachusetts in Middlesex County.

The conveyance of the Disposition Property is authorized by Chapter 150 of the Acts of 2024, An Act Relative to the Affordable Homes Act (the Affordable Homes Act). The Affordable Homes Act authorizes the Commissioner of Capital Asset Management and Maintenance (Commissioner) to convey surplus real property for housing purposes, as defined in Section 121 of the Affordable Homes Act. Redevelopment of the Disposition Property will be expected to follow the provisions of existing local building and zoning controls, to the extent they do not conflict with the Act and allows at least 4 housing units per acre, as the zoning permits greater density than the minimum density municipalities are required to permit under the Affordable Homes Act.

The redevelopment of the Disposition Property is a complex project, requiring experience in both the development of new residences and in the preservation and adaptive reuse of a historic building listed on the National and Massachusetts Registers of Historic Places. **The Commonwealth is seeking bidders who have experience in redeveloping projects of similar size and complexity to purchase, design, permit, finance, and construct on the Disposition Property.** A Memorandum of Agreement has been issued by the Massachusetts Historic Commission which applies to redevelopment of the Former Middlesex Superior Court parcel and is provided in Appendix 2.

The Commonwealth is seeking one qualified developer (an individual development firm, a development team or a joint venture) for the Disposition Property. ***The purpose of this RFQ is to pre-qualify responders to bid for the purchase.*** Toward this end, potential bidders will be pre-qualified as described in this Request for Qualifications (RFQ) ***of the Disposition Property at the absolute auction scheduled for June 10, 2026.***

The Property Information Package (PIP) provides more detailed information on the Disposition Property.

SECTION 2 | Pre-Qualifications and Evaluation

2.1 Pre-Qualification

The qualifications step is to assure that a qualified developer will be successful in the redevelopment of this unique and historical property. Accordingly, only pre-qualified responders will be invited to

the absolute auction.

This RFQ is the pre-qualification phase of the disposition process for the Disposition Property. Interested responders are invited to respond to this RFQ by submitting information as described below in Sections 2.2 and 2.3 to DCAMM by **April 24, 2026 3:00 PM**. After reviewing such responses, based on the pre-qualification evaluation criteria set forth below, DCAMM will select responders it deems to be qualified to redevelop the Disposition Property. All respondents will be notified by email by **May 29, 2026**, or as close to this date as possible, whether they are eligible to bid on the Disposition Property at the **absolute auction on June 10, 2026**. Respondents who are deemed non-qualified and not eligible to bid will also be notified at the same time. Only pre-qualified responders will be invited and eligible to bid at the auction. Pre-qualified responders are not required to bid on the Disposition Property.

2.2 Pre-Qualification Evaluation Criteria

DCAMM will pre-qualify responders according to the following evaluation criteria:
Demonstrated experience in projects involving:

- Financing projects of a similar scale and complexity as the redevelopment of the Disposition Property;
- Historic preservation and adaptive reuse of historic buildings;
- Design, building and construction of various product types including housing;
- Multi-disciplinary team management;
- Responding to community issues and concerns.

DCAMM encourages participation by individuals and businesses from under-represented groups as vendors, developers and in the workforce for this project.

2.3 Pre-Qualification Response Requirements

All responses to this RFQ must include the following:

A. Letter of Transmittal

A one-page letter of transmittal signed by the principal(s) of the responder and addressed to:

**Attn: Ms. Rayna Rubin, Senior Project Manager
Division of Capital Asset Management and Maintenance
Office of Real Estate Management
One Ashburton Place, 15th Floor
Boston, MA 02108**

B. Response Cover Sheet

Include completed **Response Cover Sheet** in the form included in this RFQ as **Appendix 1**.

C. Responder Information

Responses must include a description of the responder’s team, the individuals and organizations to be involved in the redevelopment and their experience as per Section 2.2. This description must include the following information:

1. The name, address and telephone number of the person designated as the contact to which all correspondence should be addressed.
2. The primary responsibilities of each team member, and a brief summary of the team’s experience, collectively and individually, with similar projects. Demonstrate proven track record in projects of this nature including historic building re-use, construction/renovation, permitting and financial capability. Provide up to three (3) examples of similar completed projects with a site address and brief narrative.
3. Identify a historic preservation architect with experience in the design, preservation and rehabilitation of historic structures of this size and complexity who will be on their team.
4. Confirmation that no local, state, or federal taxes are due and outstanding for the responder, other team members, or any constituent thereof.

DCAMM reserves the right, in its sole discretion, to reject any response not submitted in conformance with the requirements of the RFQ and any amendments hereto; to reject all responses, for any reason or no reason; and/or to waive, or to decline to waive, irregularities or informalities in any response if DCAMM determines that it is in the Commonwealth’s interest to do so.

DCAMM reserves the right in its sole discretion, to amend, waive portions of, suspend or withdraw this RFQ by posting notice on the JJ Manning website at any time for any reason whatsoever; to solicit other responses; to issue a new RFQ or conduct any authorized alternative disposition method for any reason whatsoever at any time. DCAMM makes no guarantee that any agreement or conveyance will result from this RFQ.

SECTION 3 | Pre-Qualifications Process

3.1 Pre-Qualifications Process

Questions must be submitted in writing by email before **April 3, 2026 at 3:00 PM ET**. Questions should be directed to: Rayna Rubin, Senior Project Manager at ReRFPSubmittal.DCAMM@Mass.gov with subject line: “Middlesex Superior Court Questions”. DCAMM, in its sole discretion, will endeavor to answer relevant and appropriate questions submitted in writing.

Any amendments, clarifications, changes or updates (including changes to any dates and deadlines),

and any DCAMM responses to questions will be posted on the JJ Manning Website (www.jjmanning.com). It is the sole responsibility of responders to check the website for responses, and responders should not rely on notifications. Responders may not rely on any oral statements including, but not limited to, those made at the site tour(s). Responses to this RFQ containing all the materials and information required in Section 2.3 must be received by DCAMM in accordance with Sections 3.1 and 3.2 no later than **April 24 , 2026 at 3:00 PM ET**.

3.2 Schedule

Qualifications Response

Responders may submit their responses by mail, messenger service, in person OR electronically, all as follows:

Responses submitted by mail, messenger service, or in person must be received at 1 Ashburton Place, Room 107, Boston, MA 02108 with Attn: Rayna Rubin, on or before the deadline of **April 24, 2026 at 3:00 PM ET**, **“Time-Sensitive Response – Middlesex Superior Court Qualifications”** should be marked visibly on exterior of envelope containing the response. Responses submitted by mail, messenger service, in person must contain 7 copies plus 1 electronic thumb drive. The time-stamp clock at Room 107 establishes the official date and time of receipt of each response. **If delivering responses by hand, please allow extra time to clear building security.**

Responses submitted electronically must be in PDF format and should be emailed to: ReRFPSubmittal.DCAMM@Mass.gov with subject line: **“Middlesex Superior Court Qualifications”** or similar. Emailed responses must be received on or before the deadline

DCAMM will acknowledge receipt of responses with the following auto-reply message:

Thank you for your email. We are in receipt of your question and/or response to the Request for Proposals/Qualifications to purchase property from the Commonwealth of Massachusetts. Questions or responses received after the deadline stated in the RFP/RFQ will be nonqualifying.

DCAMM will commence its review and evaluation of the responses received by the response deadline and will advise responders of next steps.

Your interest in doing business with the Commonwealth is appreciated.

Responders may not rely on other return receipts or independent verification of delivery and DCAMM will not consider such other verification as evidence of receipt. DCAMM strongly suggests digital files be emailed in a zipped or compressed file format. The maximum email size the email server can accept is approximately 25MB (including, without limitation, email content, images, and attachments). DCAMM cannot guarantee receipt of emailed responses, including, without limitation, email content, images, and attachments, over the 25MB allowance. Responders may submit responses in multiple emails. If a responder submits a response in multiple emails, the subject line should clearly identify each email as part of a response, e.g. “Middlesex Superior Court Qualifications – 1 of 3”. DCAMM strongly suggests email be sent at least 10 minutes prior to the deadline to account for any slow

transmission or error.

Responses cannot be submitted by fax or external file drop links like Dropbox, WeTransfer, OneDrive, or similar methods.

Responses received after the response deadline will be deemed non-responsive and rejected. After the deadline, responders may not correct or modify responses in any manner unless in response to a written request by DCAMM in DCAMM's sole discretion.

Site Tour

Site Tours will be conducted by the JJ Manning Auctioneers on March 18, 2026, 2:00 PM- 4:00 PM ET and March 24, 2026 at 11:00 AM - 1:00 PM ET. Pre-registration is not required.

Auction, Agreement and Closing

Additional information regarding auction procedures, terms and conditions, buyer's premiums, and required deposits are provided in the PIP.

Disposition Schedule

Availability of RFQ/PIP	March 11, 2026
Site Tour(s) *	March 18, 2026, 2:00 PM - 4:00 PM ET * March 24, 2026, 11:00 AM - 1:00 PM ET*
Questions Due	April 3, 2026, 3:00 PM ET
Answers Due (estimate) Responses Due	April 10, 2026
Proposals Due	April 24, 2026, 3:00 PM ET
Notice of Qualification to Responders (estimate)	May 29, 2026
Auction	June 10, 2026, 11:00 AM ET
Closing	45 days after Auction **

*Waivers will be required for visitors to sign at the site.

**Subject to the Purchase and Sale Agreement.

The successful bidder at the auction will be required to sign the Purchase and Sale Agreement for the Disposition Property provided in Property Information Package, at the auction and to close the purchase of the Disposition Property within 45 days, subject to the terms of the Purchase and Sale Agreement.

SECTION 4 | GENERAL PROVISIONS

A. Time is of the essence with respect to the response deadline and all other dates, times, and other deadlines set forth in this RFQ. DCAMM will not consider any responses to this RFQ which is comprised in whole or in part, through ownership or control of individuals or entities which have directly or indirectly had any involvement in the subject of the RFQ. Involvement means, without limitation, involvement relating to legal, planning, environmental, appraisals or other consulting services.

B. DCAMM makes no representations or warranties whatsoever, as to the accuracy or completeness of any of the information contained in, or provided as part of, this RFQ, including, without limitation, information in the RFQ, in appendices, attachments, technical information, or supplements, in hard copy, facsimile, electronic or online, or available upon request or from other sources. The information is provided for convenience only, and cannot be relied upon, without outside, independent investigation and verification by responders. This information is subject to differing interpretation, analysis, and conclusions and to errors, omissions, and changes in costs, conditions, economics, engineering, laws, rules and regulations that may occur on or after the date the information was created or assembled.

C. DCAMM reserves the right, in its sole discretion, to reject any response not submitted in conformance with the requirements of the RFQ and any amendments hereto; to reject all responses, for any reason or no reason; and/or to waive, or to decline to waive, irregularities or informalities in any response if DCAMM determines that it is in the Commonwealth's interest to do so.

D. DCAMM reserves the right in its sole discretion, to amend, waive portions of, suspend or withdraw this RFQ by posting notice on the JJ Manning website at any time for any reason whatsoever; to solicit other responses; to issue a new RFQ or conduct any authorized alternative disposition method for any reason whatsoever at any time. DCAMM makes no guarantee that any agreement or conveyance will result from this RFQ.

E. DCAMM reserves the right in its sole discretion, to conduct interviews with and request references from any and all responders to seek additional information or clarification of a response from responder at any time.

F. All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10, and Chapter 4, Section 7, Paragraph 26. Any statements reserving any confidentiality or privacy rights in submitted responses or otherwise inconsistent with these statutes are void and shall be disregarded.

G. No DCAMM employee or their immediate family members may submit a response for, purchase, or otherwise acquire a beneficial interest in any real property under any DCAMM disposition process, including auctions, requests for responses, or any other form of solicitation. For the purposes of this Section 8(H), "immediate family" shall mean a DCAMM employee's spouse, children, and parents.

H. If there is a conflict between the terms of this RFQ (including addenda) and the General Provisions

contained in this RFQ and PIP, the terms of these General Provisions shall control. If there is a conflict between this RFQ, PIP and any interpretation, clarification, or other response given to prospective or actual responders, the terms of this RFQ, as modified by written addenda, issued in accordance with this RFQ that state they are intended to replace or supersede any portion of this RFQ, shall control. If there is a conflict between the terms of this RFQ, PIP and/or the General Provisions and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.

Appendix 1.

Response Cover Sheet

RESPONSE COVER SHEET

Former Middlesex Superior Court and 4 Parcels, Lowell

MA

Attached is a response submitted by _____,
dated _____, in response to the Request for Qualifications (“RFQ”) and Property Information
Package dated _____ to bid on state-owned land, building, and any
other improvements located at 330-360 Gorham Street, 44 Elm Street, 54 Elm Street, 105 Chapel Street, 53
Auburn Street in Lowell, Massachusetts.

The responder acknowledges that all expenses related to the preparation of this response, including any
costs related to any brokerage or third-party representation engaged by the Responder, are at the Responder’s
sole expense.

Witness the execution hereof by the Responder.

(Signature) _____ (Date) _____

Print Name: _____

Organization: Address: _____

Telephone: _____

Email:

Provide the name, address and contact information of the designated contact person if different from above.

Appendix 2.

Historic Grants and Tax Credit

Massachusetts Historic Commission Memorandum of Agreement

Massachusetts Historic Commission – Grants Information

<https://www.sec.state.ma.us/divisions/mhc/grants/grants-overview.htm>

Historic Tax Credits – State

<https://www.sec.state.ma.us/divisions/mhc/programs/historic-rehabilitation-credit.htm>

Historic Tax Credits (Federal: National Park Services)

<https://www.nps.gov/subjects/taxincentives/index.htm>



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

MEMORANDUM

TO: Katherine Renzoni
Associate General Counsel
Division of Capital Asset Management & Maintenance

FROM: Brona Simon 
Executive Director
Massachusetts Historical Commission

DATE: January 23, 2026

RE: Middlesex Superior Court, 330-360 Gorham Street, Lowell, MA; MHC# RC.928

Enclosed please find a copy of the executed First Amendment to the MOA. The MHC has retained the original First Amendment to the MOA for our files. 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.

Enclosure

xc (w/ enclosure): Steve Stowell, Lowell Historic Board

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN THE
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
AND THE
MASSACHUSETTS HISTORICAL COMMISSION
REGARDING THE AUCTION DISPOSITION OF THE
FORMER MIDDLESEX SUPERIOR COURT, LOWELL, MASSACHUSETTS**

This First Amendment to Memorandum of Agreement (this "Amendment"), dated as of September 30, 2025, is made between the Division of Capital Asset Management and Maintenance of The Commonwealth of Massachusetts (DCAMM) and the Massachusetts Historical Commission (MHC).

RECITALS

- A. On July 2, 2024, the MHC executed and entered into a Memorandum of Agreement (the "MOA") with DCAMM concerning the disposition of the former Middlesex Superior Court building located at 330-360 Gorham Street in Lowell, Massachusetts (the "Project"), which is listed in the South Common Historic District.
- B. By letter dated August 25, 2025, DCAMM updated the MHC concerning the Project and requested an Amendment to the MOA with respect to the authorization of the disposition. DCAMM plans to move forward with the disposition, but will do so under authority granted by the Affordable Homes Act, Section 121 of Chapter 150 of the Acts of 2024, rather than under Section 20 of Chapter 304 of the Acts of 2008. A copy of the August 25, 2025 letter, together with attachments thereto, is attached to and incorporated into this Amendment as Exhibit A. Terms used but not otherwise defined in this Amendment shall have the meanings stated in the August 25, 2025 letter.

AGREEMENTS

NOW, THEREFORE, DCAMM and the MHC agree as follows:

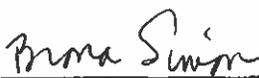
1. The first recital in the existing MOA is hereby replaced with the following:
WHEREAS, Section 121 of Chapter 150 of the Acts of 2024 (Act) authorizes the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to dispose of the former Middlesex Superior Court, also known as the Middlesex County Courthouse, located at 330-360 Gorham Street (Building), as well as associated vacant parking lots (Parking Lots), all shown on the attached Parcel Plan (Site), in the City of Lowell; and
2. To the knowledge of the MHC, as of the date of this Amendment, there exists no breach or default of or under the MOA, as hereby amended, by any person, and no event or failure to act has occurred which, with the giving of notice and/or the passage of time could ripen into a breach or default of or under the MOA, as hereby amended, by any person.
3. This Amendment is effective as of the date first written above.

DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: 
Adam Baacke
Title: Commissioner

Date: 1/6/2026

MASSACHUSETTS HISTORICAL COMMISSION

By: 
Brona Simon
Title: Executive Director

Date: 1/23/2026

CONCURRING PARTY:

LOWELL HISTORIC BOARD

By: 

Date: 12/8/2025

Print Name: George Villaras

Title: Chair, Lowell Historic Board



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

MEMORANDUM

TO: Carol Meeker
Deputy General Counsel
Division of Capital Asset Management & Maintenance

FROM: Brona Simon 
Executive Director
Massachusetts Historical Commission

DATE: July 2, 2024

RE: Middlesex Superior Court, 330-360 Gorham Street, Lowell, MA; MHC# RC.928

Enclosed please find a copy of the executed MOA. The MHC has retained the original MOA for our files. 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 Elizabeth Sherva of my staff if you have any questions.

Enclosure

xc (w/ enclosure): Steve Stowell, Lowell Historic Board

MEMORANDUM OF AGREEMENT
between the
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
and the
MASSACHUSETTS HISTORICAL COMMISSION
regarding the auction disposition of the
FORMER MIDDLESEX SUPERIOR COURT, LOWELL, MASSACHUSETTS

WHEREAS, Section 20 of Chapter 304 of the Acts of 2008 (Act) authorizes the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to dispose of the former Middlesex Superior Court, also known as the Middlesex County Courthouse, located at 330-360 Gorham Street (Building) as well as associated vacant parking lots (Parking Lots), all shown on the attached Parcel Plan (Site) in the City of Lowell; and

WHEREAS, the Building is listed in the State and National Registers of Historic Places as a contributing element of the South Common Historic District; and

WHEREAS, the Building is listed in the State Register of Historic Places by virtue of its location in the Downtown Lowell Historic District, a Local Historic District; and

WHEREAS, DCAMM proposes to convey the Building and Parking Lots by public auction without historic covenants, as authorized under the Act; and

WHEREAS, the transfer by disposition of the Site constitutes a project undertaken by a state agency pursuant to 950 CMR 71.03 and is a project for which DCAMM has sought the comments of the MHC pursuant to M.G.L. Chapter 9, Section 26-27C, as amended by Chapter 254 of the Acts of 1988 (950 CMR 71.00); and

WHEREAS, MHC has determined that the proposed disposition will have an adverse effect on the Building pursuant to 950 CMR 71.05(e) and 950 CMR 71.07(2)(b)(3) through the disposition of a state property without an historic covenant; and

WHEREAS; no feasible or prudent alternative exists to eliminate the adverse effect of the proposed disposition; and

WHEREAS, MHC has determined to accept the adverse effect of the disposition of the Site in consideration of the mitigation alternatives described herein; and

WHEREAS, MHC and DCAMM agree, and the Lowell Historic Board (LHB) hereby concurs, that the project shall be undertaken and implemented in accordance with the following stipulations to mitigate the effect of the disposition of the Site in compliance with M.G.L. Chapter 9, Section 27C.

STIPULATIONS

DCAMM shall ensure that the following measures are carried out in coordination with MHC and LHB, as set forth below:

I. Prequalification of Auction Bidders

- A. DCAMM shall prequalify auction bidding teams by issuing a Request for Qualifications (RFQ) in advance of the auction seeking bidders with demonstrated experience in:
- 1) Financing projects of similar scale and complexity as the redevelopment of the Site;
 - 2) Historic preservation and adaptive reuse of historic buildings;
 - 3) Design, building and construction of various product types, including housing;
 - 4) Mixed-use, multi-disciplinary team management; and

5) Responding to community issues and concerns.

- B. DCAMM shall provide a draft RFQ to MHC and LHB. MHC and LHB will have fourteen (14) days after receipt to review and comment on the draft RFQ. If MHC or LHB does not find the draft RFQ acceptable with respect to the historic preservation sections, DCAMM will make reasonable efforts exercised in good faith to accommodate the concerns of MHC and LHB and will submit a final RFQ for review. Before implementation, MHC and LHB will have seven (7) days after receipt to review and comment on the portions of the final RFQ that address issues of historic preservation. In the event MHC and LHB do not provide initial comments on the draft RFQ within 14 days, or comments on the final within 7 days, the RFQ shall be deemed acceptable to MHC and LHB. It is understood that the content of the RFQ shall not require approval of MHC or LHB.
- C. Once DCAMM has received responses to the RFQ from potential bidding teams, MHC and LHB shall be afforded the opportunity to comment on the potential bidding teams' qualifications and to provide their comments in writing to DCAMM within 14 days of receipt of the potential bidding teams' qualifications. It is understood that the qualification of bidding teams shall not require approval of MHC or LHB.

II. Auctioneer's Marketing Plan

- A. Notwithstanding any provisions of this MOA, DCAMM and its Auctioneer will have marketing authority for the Site and will make all final marketing decisions. Concurrent with development of the RFQ, DCAMM will consult with MHC and LHB on developing a marketing plan for the Site that shall include the following elements:
 - 1) An advertising plan and schedule for publicizing the availability of the RFQ; and
 - 2) An initial distribution list for notice of availability of the RFQ, which will include any contacts offered by MHC and LHB; and
 - 3) A schedule for receiving and reviewing submissions in response to the RFQ.
- B. DCAMM will provide a draft marketing plan to MHC and LHB. MHC and LHB will have fourteen (14) days after receipt to review and comment on the draft marketing plan. If MHC or LHB does not find the draft marketing plan acceptable with respect to the historic preservation sections, DCAMM will make reasonable efforts exercised in good faith to accommodate the concerns of MHC and LHB and will submit a final marketing plan for review. Before implementation, MHC and LHB will have seven (7) days after receipt to review and comment on the portions of the final marketing plan that address issues of historic preservation. In the event MHC and LHB do not provide initial comments on the draft marketing plan within 14 days, or comments on the final marketing plan within 7 days, the plan shall be deemed acceptable to MHC and LHB. It is understood that the content of the marketing plan shall not require approval of MHC or LHB.

III. Project Information Package

- A. Concurrent with the development of the RFQ and marketing plan, DCAMM will prepare a Project Information Package (PIP) in support of the auction disposition of the Site. DCAMM will consult with MHC and LHB on developing the PIP which shall include the following elements:
 - 1) An appendix to the PIP that includes information pertaining to the historic and architectural significance of the Building;
 - 2) References to the MHC and National Park Service websites for additional information on the State and Federal Historic Tax Credit programs;
 - 3) A copy of this fully executed MOA;
 - 4) Form of Purchase and Sale Agreement; and

5) Form of Deed.

IV. Design Review of Future Work

- A. DCAMM will include language in the Purchase and Sale Agreement and Deed requiring any subsequent owner of the Building to obtain design review and approval from the LHB of any redevelopment plans in accordance with the Lowell Historic District Act, Chapter 566 of the Acts of 1983. In addition, any subsequent owner shall submit any new construction proposed for the Parking Lots to the LHB for design review and approval of the exterior elevations.

V. Historic Rehabilitation Tax Credits

- A. Rehabilitation of the Building may qualify for State and/or Federal historic rehabilitation tax credits. DCAMM shall encourage any third-party developer to consult with MHC and the National Park Service to determine if the Building is eligible for tax credits and if the proposed work meets the Standards allowing for the potential use of historic rehabilitation tax credits.

VI. Photographic Recordation and Documentation

- A. Prior to any demolition activities, substantial new construction, or other major change to any part of the Site, DCAMM shall require that the Building be documented by photographs and narratives in accordance with a "recordation plan" that satisfies all of the following:
 - 1) Contains photographs and documentation of the character-defining attributes of the Building; and
 - 2) Provides that copies of the resulting documentation are made available to LHB.

VII. Modifications

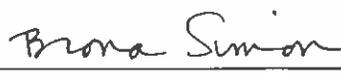
Any party to this MOA may request that it be amended or modified whereupon the parties will consult in accordance with 950 CMR 71 to consider such amendment or modification.

Effective as of July 2, 2024.

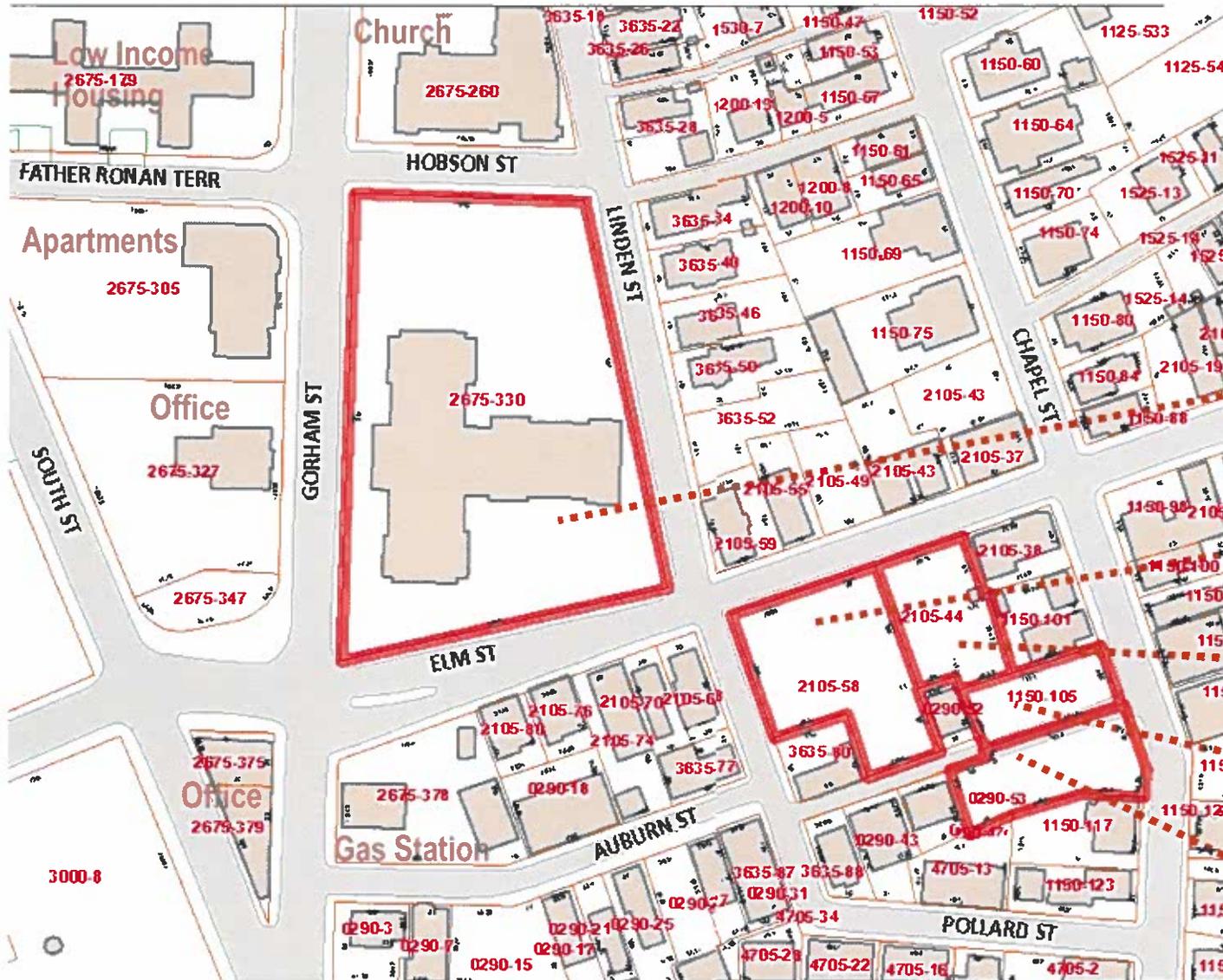
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By:  Date: 6/20/2024
 Title: Commissioner

MASSACHUSETTS HISTORICAL COMMISSION

By:  Date: 7/2/24
 Title: Executive Director

Former Middlesex Superior Court - Lowell Parcel Plan



- Total area: 106,229 s (± 2.44 ac)
- Existing Parking:
- 47 on Court Parcel
- 52 on Parking Lots

Court Parcel
71,020 sf (± 1.63 ac)

Parking Lot Parcel 1
15,014 sf (± 0.34 ac)

Parking Lot Parcel 2
7,205 sf (± 0.17 ac)

Parking Lot Parcel 3
5,550 sf (± 0.13 ac)

Parking Lot Parcel 4
7,440 sf (± 0.17 ac)



Appendix 3.
Funding Resource List

Potential Resources and Funding Opportunities for the Middlesex Superior Court, 330-360 Gorham Street, Lowell, MA

Lowell is a Housing Choice Community:

All Housing Choice Communities have exclusive access to the Housing Choice Grant Program (<https://www.mass.gov/housing-choice-designation-and-grants>) through the Community One Stop for Growth. Grant funds may be used for a variety of activities related to planning and zoning, site preparation for development, housing development, and infrastructure.

Currently designated Housing Choice Communities, Regional Planning Agencies, and related municipal entities (Public Housing Authority, Redevelopment Authority, Water/Sewer or Service District, Economic Development Industrial Corporation, bodies created by legislative act to serve a municipality) serving a currently designated Housing Choice Community are eligible for consideration of an FY26 Housing Choice grant.

In addition, all designated Housing Choice Communities receive additional consideration, priority, and benefits from various programs offered through several state agencies in the Commonwealth.

Programs Currently Participating:

- EEA – Gateway Park Grants
- EEA – LAND Grant Program
- EEA – Land Use Planning Assistance Grants
- EEA – PARC Grant Program
- EOED – MassWorks
- EOED – Seaport Council Grants
- MassDOT – Capital Program
- MassDOT – Complete Streets
- TRE/DEP – Clean Water Trust

Please visit the Housing Choice website for more details to links to all the participating programs (<https://www.mass.gov/info-details/housing-choice-designation-participating-grantbenefit-programs>).

Grant Funds Available to Eligible Public Entities, through the Executive Office of Housing and Livable Communities Through the Community One Stop for Growth (<https://www.mass.gov/info-details/community-one-stop-for-growth>). All Massachusetts municipalities, Regional Planning Agencies, and municipal entities (Redevelopment Authorities, Economic Development Industrial Corporations, bodies created by legislative act to serve a municipality) are eligible:

- HousingWorks Infrastructure Program (<https://www.mass.gov/how-to/housingworks-infrastructure-program-HWIP>)
- Community Planning Grant Program (<https://www.mass.gov/how-to/community-planning-grant-program>)
- Housing Choice Grant Program (<https://www.mass.gov/housing-choice-designation-and-grants>)
- MBTA Communities Catalyst Fund (Catalyst Fund) (<https://www.mass.gov/how-to/mbta-communities-catalyst-fund>)

Funds Available to For-Profit and Non-Profit Entities through the Executive Office of Housing and Livable Communities (HLC) depending on eligibility (<https://www.mass.gov/housing-development-programs>):

- Federal Low Income Housing Tax Credit (LIHTC)
- Massachusetts Low Income Housing Tax Credit
- HOME Investment Partnerships Program (HOME)
- Housing Stabilization Fund (HSF)
- Housing Innovations Fund (HIF)
- Community Based Housing (CBH)
- National Housing Trust Fund Program (HTF)
- Housing Development Incentive Program (HDIP)
- Urban Center Housing Tax Increment Financing Program (UCH-TIF)
- Affordable Housing Trust Fund
- Facilities Consolidation Fund
- Climate Resilient Affordable Housing
- Capital Improvement & Preservation Trust Fund
- Transit Oriented Housing
- Momentum Fund
- Middle Income Housing Fund
- Commonwealth Builder

- Neighborhood Stabilization Program
- Commercial Conversion Tax Credit Initiative

Other potentially relevant funding opportunities not administered by HLC:

- [Massachusetts Historic Rehabilitation Tax Credit](#)
- [Massachusetts Brownfields Tax Credit](#)
- [Brownfields Redevelopment Fund](#)

For a comprehensive list of all the grants available through the State of Massachusetts please visit the Community Grant Finder Site: [Community Grant Finder | Mass.gov](#)

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: **[AUCTION DATE]**

b. SELLER:

Commonwealth of Massachusetts
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts, 02108
Attention: Rayna Rubin

Phone: (617) 429-1717
Email: Rayna.Rubin@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 330-360 Gorham Street, 44 Elm Street, 58 Elm Street, 53 Auburn Street and 105 Chapel Street, Lowell, MA as shown on the plan entitled **[PLAN NAME]**, dated **[PLAN DATE]** (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;
\$ _____ shall be paid in accordance with Section 5.
- h. ACT: Chapter 150 of the Acts of 2024.
- i. CLOSING DATE: [DATE], 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. 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;
- c. Provisions of existing building and zoning, to the extent they do not conflict with the Act, 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 Section 5.

- b. Consideration for conveyance of the Property shall be [80% OF PURCHASE PRICE AMOUNT] (\$[0,000.00]) (the "Consideration") to be time of delivery of the deed in cash, or by certified, cashiers, treasurers or bank check and the Additional Consideration as described in subsection (c).
- c. On the Closing Date, Grantee shall pay to [ESCROW AGENT] ("Escrow Agent") [20% OF PURCHASE PRICE AMOUNT] to be held in escrow in accordance with an Escrow Agreement, in the form attached hereto as **Exhibit D**, ("Escrow Funds"). Upon completion of an Additional Performance Consideration (as defined below) to the reasonable satisfaction of Grantor, [FIFTY PERCENT (50%) OF ADDITIONAL CONSIDERATION] of the Escrow Funds shall be released to Grantee upon written notice from Grantor to Escrow Agent; provided, however, that if Grantee does not complete an Additional Performance Consideration to the reasonable satisfaction of Grantor, [FIFTY PERCENT (50%) OF ADDITIONAL CONSIDERATION] of the Escrow Funds shall be released to Grantor upon written notice from Grantor to Escrow Agent. Additional Consideration shall be due from the Grantee to the Grantor as follows: (1) payment from Grantee to Grantor of [20% OF PURCHASE PRICE AMOUNT] ("Additional Monetary Consideration"), (2) performance of the conditions described in (b)(i) and b(ii) (each an "Additional Performance Consideration"), or (3) payment from Grantee to Grantor of [FIFTY PERCENT (50%) OF ADDITIONAL CONSIDERATION] of the Additional Monetary Consideration and performance of one Additional Performance Consideration ("Additional Consideration"). The Additional Performance Considerations are:
- i. Grantee receives site plan or historic board approval for a project containing not less than [XX] housing units no later than eighteen (18) months following the date of the Deed;
 - ii. Grantee receives a municipal building permit for a project containing not less than [XX] housing units no later than forty-two (42) months following the date of the Deed.

Upon the satisfaction of Additional Consideration, Grantor shall issue a Certificate Regarding Satisfaction of Additional Consideration to Grantee confirming satisfaction of Additional Consideration. Grantor shall issue a Certificate Regarding Payment of Additional Consideration in a form acceptable to Grantor.

Notwithstanding anything contained herein to the contrary, the conveyance of the Property to Grantee's successors and assigns shall not be deemed void or voidable as a result of any lack of consideration of this Release Deed following issuance of a Certificate Regarding Satisfaction of Additional Consideration.

Upon written request, Grantor may issue estoppel certificates regarding Grantor's right to Additional Consideration, in a form acceptable to Grantor.

- d. The parties agree that this Section 5 shall survive delivery of the Deed.
- e. 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. An Escrow Agreement, in the form attached hereto as **Exhibit D**;
 - iv. A FinCEN Designation Agreement, in the form attached hereto as **Exhibit E**;
 - v. Such other documents and instruments as may reasonably be required by Seller.

8. EXTENSION TO CONFORM OR ACCELERATION OF CLOSING

- a. At the sole discretion of the Seller, the Closing Date may 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 **[CLOSING DATE]**, 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 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.
- c. 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.

- d. 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.
- e. The parties agree that this covenant shall survive delivery of the 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 Rayna Rubin with CC's to Ariel Chang, 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.

33. FUTURE DESIGN REVIEW AND APPROVAL

Buyer acknowledges that Buyer and any subsequent owner of the Property are required to obtain design review and approval from the Lowell Historic Board (“**LHB**”) in accordance with the Lowell Historic District Act, Chapter 566 of the Acts of 1983. Buyer and any subsequent owner shall also submit any new construction proposed on the Property to the LHB for design review and approval of the exterior elevations

List of Exhibits:

- Exhibit A: Plan of Land – To Be Provided
- Exhibit B: Form Beneficial Interest Disclosure Form
- Exhibit C: Form MEPA Agreement
- Exhibit D: Form Escrow Agreement – To Be Provided
- Exhibit E: FinCEN Designation Agreement

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

EXECUTED UNDER SEAL as of the Date of Agreement.

BUYER:

Print Name: _____

Date: _____

SELLER:

COMMONWEALTH OF MASSACHUSETTS acting by and through its
Division of Capital Asset Management and Maintenance

Adam Baacke, Commissioner

Date: _____

**EXHIBIT A
THE PLAN**

To Be Provided

DRAFT

EXHIBIT B

**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)**

**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 every legal entity and every natural person that has or will have a direct or indirect 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.dcammm@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:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, 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):

_____ Lessor/Landlord

_____ Lessee/Tenant

_____ Seller/Grantor

_____ Buyer/Grantee

_____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a 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 or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby 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 Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if 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 perjury, 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 hereby 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 AUTHORIZED SIGNER

EXHIBIT C
MEPA AGREEMENT

MEPA AGREEMENT

The undersigned in partial consideration of and as a condition to the acquisition of Commonwealth land and improvements, if any, at as 330-360 Gorham Street, 44 Elm Street, 58 Elm Street, 53 Auburn Street and 105 Chapel Street, Lowell, 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)

Name:

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: _____

EXHIBIT D
Form Escrow Agreement

To Be Provided

EXHIBIT E
Financial Crimes Enforcement Network

**Financial Crimes Enforcement Network ("FinCEN")
Residential Real Estate Rule
Real Estate Report Designation Agreement
Agreement Date: _____
Closing Date: _____**

The undersigned, in partial consideration of and as a condition to the acquisition of Commonwealth land at **[Property Address]**, and further described in Exhibit A, acknowledges and agrees that this FinCEN Real Estate Report Designation Agreement (the "Agreement") designates **[Buyer or Buyer's Representative] ("Buyer")** as the reporting person in accordance with 31 CFR 1031.320 et. seq. of the FinCEN regulations ("FinCEN Real Estate Reporting Rule"). Buyer further acknowledges and agrees that the Commonwealth of Massachusetts has no obligation to report, file, verify, facilitate, or ensure compliance with the FinCEN Real Estate Reporting Rule.

This agreement survives the delivery of the executed deed and binds the undersigned.

Executed under seal.

[BUYER]

Commonwealth of Massachusetts Acting By and
Through Its Division of Capital Asset Management
and Maintenance

Name:
Title:
Address:

Name: Adam Baacke
Title: Commissioner of Capital Asset Management
and Maintenance
Address: One Ashburton Place 15th Floor, Boston,
MA 02108

Date: _____

Date: _____

[BUYER'S REPRESENTATIVE]

Name:
Title:
Address:

Date: _____

Exhibit A

[property description]

RELEASE DEED

THE COMMONWEALTH OF MASSACHUSETTS (the “**Commonwealth**”), acting by and through its Division of Capital Asset Management and Maintenance (“**DCAMM**”), with an address of One Ashburton Place, Boston, Massachusetts 02108 (“**Grantor**”), in consultation with the Secretary of Housing and Livable Communities, acting under the authority of Chapter 150 of the Acts of 2024 (the “**Act**”), for consideration as described in Section I and the performance of the covenants, obligations and agreements of the Grantee set forth herein, does hereby grant and release to the **[GRANTEE]** (“**Grantee**”) a **[STATE OF ORGANIZATION]** **[ENTITY TYPE]**, having an address of **[GRANTEE ADDRESS]**, for Housing Purposes, as defined by the Act, without any representations, warranties or covenants, any right, title and interest of the Grantor in and to that certain parcel of land, in its “as is” condition and with all defects, located at 330-360 Gorham St, Lowell, Massachusetts, and consisting of 2.44± acres, shown as **[PARCEL ID]** (the “**Property**”) on the plan entitled “**[PLAN OF LAND]**” recorded with the **[REGISTRY NAME]** Registry of Deeds (the “**Registry**”) in Plan Book **[#]**, Page **[#]** (the “**Plan**”). This conveyance is made subject to the Act and subject to and with the benefit of any and all easements, licenses, permits, agreements, rights of way, and other matters of record, to the extent the same are in force and effect.

I. Consideration

(a) Consideration for conveyance of the Property shall be **[80% OF PURCHASE PRICE AMOUNT]** (\$**[0,000.00]**) (the “**Consideration**”) and the Additional Consideration as described in subsection (b).

(b) On the **[CLOSING DATE]**, Grantee shall pay to **[ESCROW AGENT]** (“**Escrow Agent**”) **[20% OF PURCHASE PRICE AMOUNT]** to be held in escrow in accordance with the escrow agreement (“**Escrow Funds**”). Upon completion of an Additional Performance Consideration (as defined below) to the reasonable satisfaction of Grantor, **[FIFTY PERCENT (50%) OF ADDITIONAL CONSIDERATION]** of the Escrow Funds shall be released to Grantee upon written notice from Grantor to Escrow Agent; provided, however, that if Grantee does not complete an Additional Performance Consideration to

the reasonable satisfaction of Grantor, **[FIFTY PERCENT (50%) OF ADDITIONAL CONSIDERATION]** of the Escrow Funds shall be released to Grantor upon written notice from Grantor to Escrow Agent. Additional Consideration shall be due from the Grantee to the Grantor as follows: (1) payment from Grantee to Grantor of **[20% OF PURCHASE PRICE AMOUNT]** (“Additional Monetary Consideration”), (2) performance of the conditions described in (b)(i) and b(ii) (each an “Additional Performance Consideration”), or (3) payment from Grantee to Grantor of **[FIFTY PERCENT (50%) OF ADDITIONAL CONSIDERATION]** of the Additional Monetary Consideration and performance of one Additional Performance Consideration (“**Additional Consideration**”). The Additional Performance Considerations are:

(i) Grantee receives site plan or historic board approval for a project containing not less than 9 housing units no later than eighteen (18) months following the date of this Release Deed;

(ii) Grantee receives a municipal building permit for a project containing not less than 9 housing units no later than forty-two (42) months following the date of this Release Deed,

(c) Upon the satisfaction of Additional Consideration, Grantor shall issue a Certificate Regarding Satisfaction of Additional Consideration to Grantee confirming satisfaction of Additional Consideration. Grantor shall issue a Certificate Regarding Payment of Additional Consideration in a form acceptable to Grantor.

(d) Notwithstanding anything contained herein to the contrary, the conveyance of the Property to Grantee’s successors and assigns shall not be deemed void or voidable as a result of any lack of consideration of this Release Deed following issuance of a Certificate Regarding Satisfaction of Additional Consideration.

II. Grantee Development Program

In partial consideration of and as a condition to this Release Deed, Grantee covenants and agrees to develop the Property for Housing Purposes, as defined by the Act.

III. Restriction

(a) The Property shall be used for Housing Purposes, as defined by the Act. The parties agree that this restriction shall survive delivery of the Release Deed and run with the Property. This restriction shall be recited in all subsequent deeds, leases, mortgages and any other instrument evidencing a transfer of an interest in the Property.

IV. Reverter

If, following the earliest occurrence of: (i) the issuance of a certificate of occupancy or (ii) sixty (60) months following the issuance of the first municipal building and or demolition permit, but in no event later than

ten (10) years following the date of this Release Deed, the Property is not or ceases to be used for Housing Purposes, as defined by the Act, then, following written notice and an opportunity to cure in accordance with the procedure set forth herein and upon the recording of a notice by the Commissioner of Capital Asset Management and Maintenance (“**Commissioner**”) with the Middlesex North Registry of Deeds, title to said Property shall revert to the Commonwealth:

- (a) If the Grantor claims that the Property has not or ceased to be used for Housing Purposes, Grantor shall provide written notice (“**First Reversion Notice**”) to Grantee, either by personal delivery or by U.S. registered or certified mail, postage prepaid with return receipt requested, or by express courier service providing receipt for delivery. The First Reversion Notice shall state the facts upon which Grantor claims improper use.
- (b) If Grantee does not dispute the facts alleged in the First Reversion Notice, Grantee shall have ninety (90) days from the date of the First Reversion Notice to cure the improper use as stated in the First Reversion Notice, or if such improper use is incapable of being cured within said ninety (90) day period (as determined by the Grantor, in Grantor’s sole discretion), Grantee shall commence such cure within said ninety (90) day period and diligently prosecute the same to completion, provided, however, that completion shall occur no more than twelve (12) months following the date of the First Reversion Notice. Grantee shall provide Grantor (i) written evidence of cure or commencement of such cure, as applicable; and (ii) reasonable access to the Property, and documents relating to the Property to confirm the same.
- (c) If Grantee shall dispute the facts alleged in the First Reversion Notice, it may, within the ninety (90) day period following the date of such notice, respond with a written objection (“**Objection Notice**”) explaining why the facts recited in the First Reversion Notice are not accurate or do not justify reversion in accordance with this Release Deed. Such Objection Notice shall be served in the same manner as the First Reversion Notice but shall also be addressed to the officer of the Commonwealth who issued the First Reversion Notice (or his or her successor, if such officer is no longer incumbent) if different from the notice requirements hereinafter set forth.
- (d) If an Objection Notice is served upon the Grantor within said ninety (90) day period, Grantor may either (i) accept such Objection Notice; or (ii) reject such Objection Notice and serve a second reversion notice (“**Second Reversion Notice**”) upon the Grantee in the same manner as the First Reversion Notice may be served and thereafter Grantee shall have the opportunity to cure the improper use set forth in the Second Reversion Notice, as set forth in Section IV(b) above.
- (e) If (i) an Objection Notice is not filed within ninety (90) days and (1) Grantee has not cured the improper use stated in the First Reversion Notice within ninety (90) days or (2) for any improper use which is incapable of being cured within such ninety (90) day period, Grantee has failed to commence such cure within the ninety (90) day period and diligently prosecute the same thereafter, or (ii) if an Objection Notice is filed on a timely basis, but rejected, and ninety (90) days

have elapsed since service of the Second Reversion Notice, and (1) Grantee has not cured the improper use stated in the First Reversion Notice within ninety (90) days or (2) for any improper use which is incapable of being cured within such ninety (90) day period, Grantee has failed to commence such cure within the ninety (90) day period and diligently prosecute the same thereafter, then the Commonwealth may effectuate the reversion by filing an affidavit with the Middlesex North Registry of Deeds. Such affidavit shall:

- i. refer to this Release Deed;
 - ii. declare that a reversion has been declared by the Commonwealth pursuant to the provisions hereof;
 - iii. stipulate compliance with the First Reversion Notice provisions of this Release Deed and state whether or not an Objection Notice was timely filed and, if so, stipulate compliance with the Second Reversion Notice provisions of this Release Deed; and
 - iv. declare that title to the Property conveyed hereunder shall be forfeited for breach of condition and revert to the Grantor.
- (f) A certificate of entry pursuant to Massachusetts General Laws Chapter 184, Section 19 (or any superseding or successor statute) shall also be filed with the affidavit. Upon recording of the affidavit and certificate of entry in conformity with the provisions of this Release Deed, all of Grantee's right, title and interest granted hereby in the Property for which the reversion is effective shall be forfeited for breach of condition and thereupon revert to the Commonwealth.
- (g) Within six (6) months following any such reversion, Grantee may request access to the Property to remove personal property and equipment, which Grantor may approve or deny in its sole discretion.
- (h) The failure of the Grantor to pursue its rights to forfeit Grantee's title shall not constitute a waiver of Grantor's rights. If the Grantor's right of reversion shall be found to be subject to the limitation imposed by Massachusetts General Laws Chapter 184A, Section 7, the restrictions on use in this Release Deed shall nevertheless continue to be enforceable in perpetuity pursuant to General Laws Chapter 184, Sections 23 and 26.
- (i) The foregoing use restriction(s) and right of reverter 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. In recognition of the foregoing, Grantee hereby agrees that all subsequent deeds for the Property shall include a recitation stating "The conveyance hereunder is subject to the use restriction(s) and right of reverter in favor of the Commonwealth of

Massachusetts as set forth in that certain Release Deed dated _____, 202_ and recorded with the Middlesex North Registry of Deeds in Book __ at Page ___”.

- (j) Upon written request, Grantor may issue estoppel certificates regarding Grantor’s right of reversion, in a form acceptable to Grantor.
- (k) In the event that Grantee obtains any future residential mortgage(s) upon the Property that are held by a bank or other financial institution (a “Lender”), upon written request from Grantee, Grantor may subordinate Grantor’s right of reversion as set forth herein provided that any such Lender execute and deliver to Grantor a recognition agreement in form acceptable to Grantor which, at a minimum, shall have the Lender and Grantor agree to the following: (i) the Lender shall have an opportunity to cure any violation of the use restriction(s) set forth herein prior to Grantor exercising the right of reverter, (ii) in the event Lender or any person purchasing at foreclosure takes possession of the Property by reason of foreclosure of the mortgage, deed-in-lieu of foreclosure or otherwise, the Property shall remain subject to all restrictions set forth herein and (iii) Grantor’s right of reversion shall survive any such foreclosure or subsequent sale.
- (l) Any notice to Grantor required or permitted hereunder shall be sent to the following (or such other address as Grantor may designate by notice to Grantee from time to time):

Commissioner
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108

and to

General Counsel
Office of the General Counsel
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108

- (m) Any notice to Grantee required or permitted hereunder shall be sent to the following (or such other address as Grantee may designate by notice to Grantor from time to time):

[GRANTEE CONTACT INFO]

and to

[GRANTEE CONTACT INFO]

V. 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.

VI. Design Review of Future Work

Buyer covenants that the owner of the Property is required to obtain design review and approval from the Lowell Historic Board (“LHB”) in accordance with the Lowell Historic District Act, Chapter 566 of the Acts of 1983. The Buyer also covenants that the owner of the Property shall submit any new construction proposed for the land described in Book 1159, Page 193 and Book 19386, Page 279 to the LHB for design review and approval of the exterior elevations.

For title see Middlesex South Registry of Deeds in Book 512, Page 301, and Middle North Registry of Deeds in Book 1159, Page 193, and Book 19386, Page 279.

No documentary stamps are affixed hereto because the Commonwealth is exempt from such requirement under applicable law.

IN WITNESS THEREOF, the Commonwealth of Massachusetts has executed this Release Deed as a sealed instrument as of the _____ day of _____, [year].

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Adam Baacke, Commissioner

The undersigned certifies under penalties of perjury that I have fully complied with the Affordable Homes Act of 2024 in connection with the property described herein.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Adam Baacke, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

On this ___ day of [MONTH], [YEAR], before me, the undersigned notary public, personally appeared the above-named Adam Baacke, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Commissioner of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

(official signature and seal of notary)
Name: _____
My commission expires: _____

ACCEPTANCE OF RELEASE DEED BY GRANTEE

The Property conveyed by this Release Deed of the Commonwealth of Massachusetts, Division of Capital Asset Management and Maintenance, to [GRANTEE] a [STATE OF ORGANIZATION] [ENTITY TYPE], is accepted by its [SIGNATORY TITLE], and by acceptance of this Release Deed the Grantee hereby accepts and agrees to all of the terms, covenants, conditions, reservations and restrictions contained in or referred to in said Release Deed.

Executed as a sealed instrument this ____ day of [MONTH], [YEAR].

[GRANTEE], a [ENTITY TYPE]

By: _____
[NAME], [TITLE]

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of [MONTH], [YEAR], before me, the undersigned notary public, personally appeared [NAME], proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily, in his capacity as [TITLE] of [GRANTEE], for its stated purpose.

(official signature and seal of notary)
Name: _____
My commission expires: _____

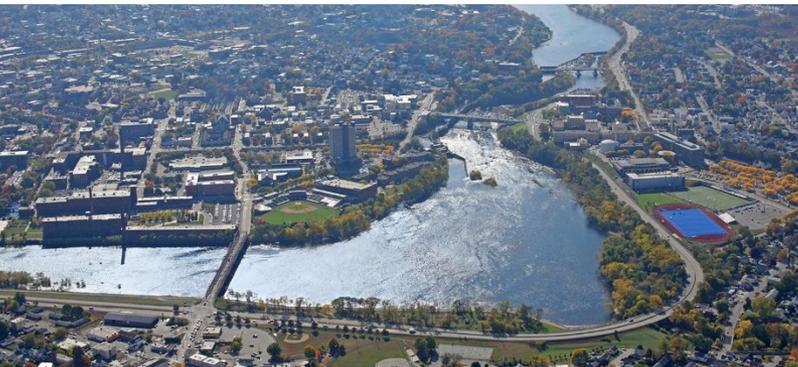


DIVISION OF
CAPITAL ASSET
MANAGEMENT &
MAINTENANCE

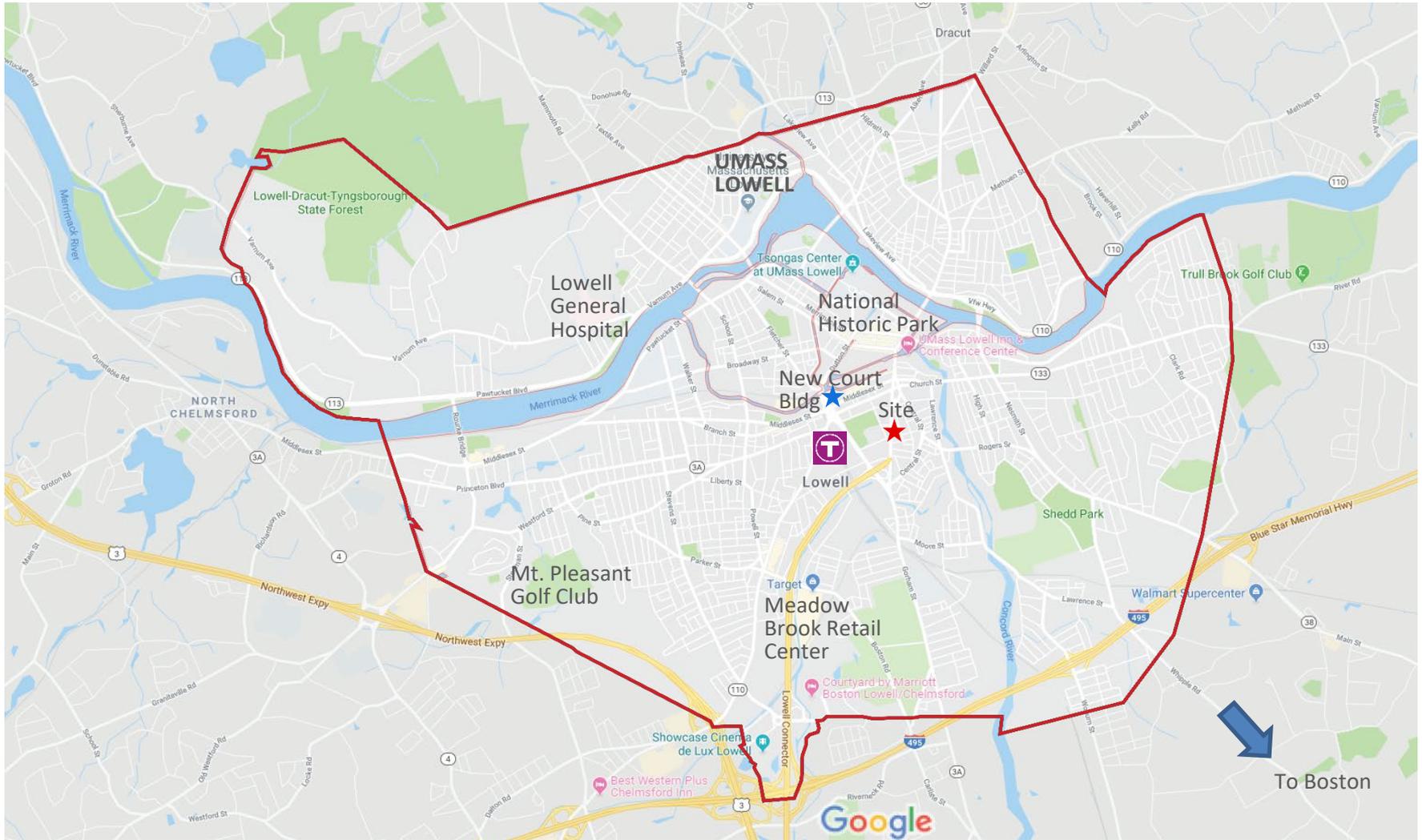
Former Middlesex Superior Court Lowell, Massachusetts

DCAMM Internal Re-use Strategy Meeting | April 12, 2019

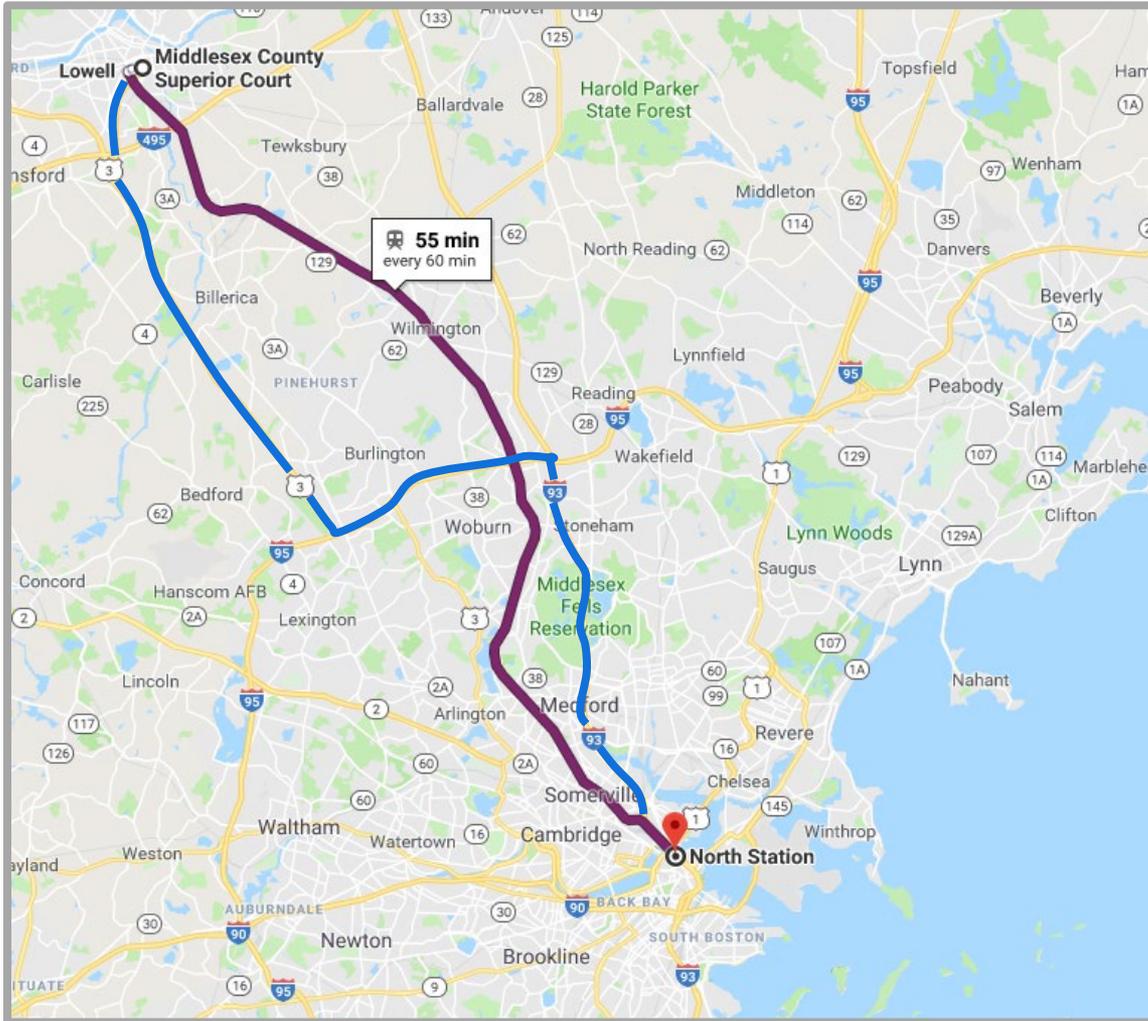
Section I | City of Lowell Overview



Section I | Context Map



Section I | Aerial Map - Distance to Boston



- MBTA Commuter Rail
- 0.3 miles to station
- Driving Distance to Boston (34 miles via RT 3 and I-93)
- Major Highways

Section II | Property Overview



Source: Mass Historic Records

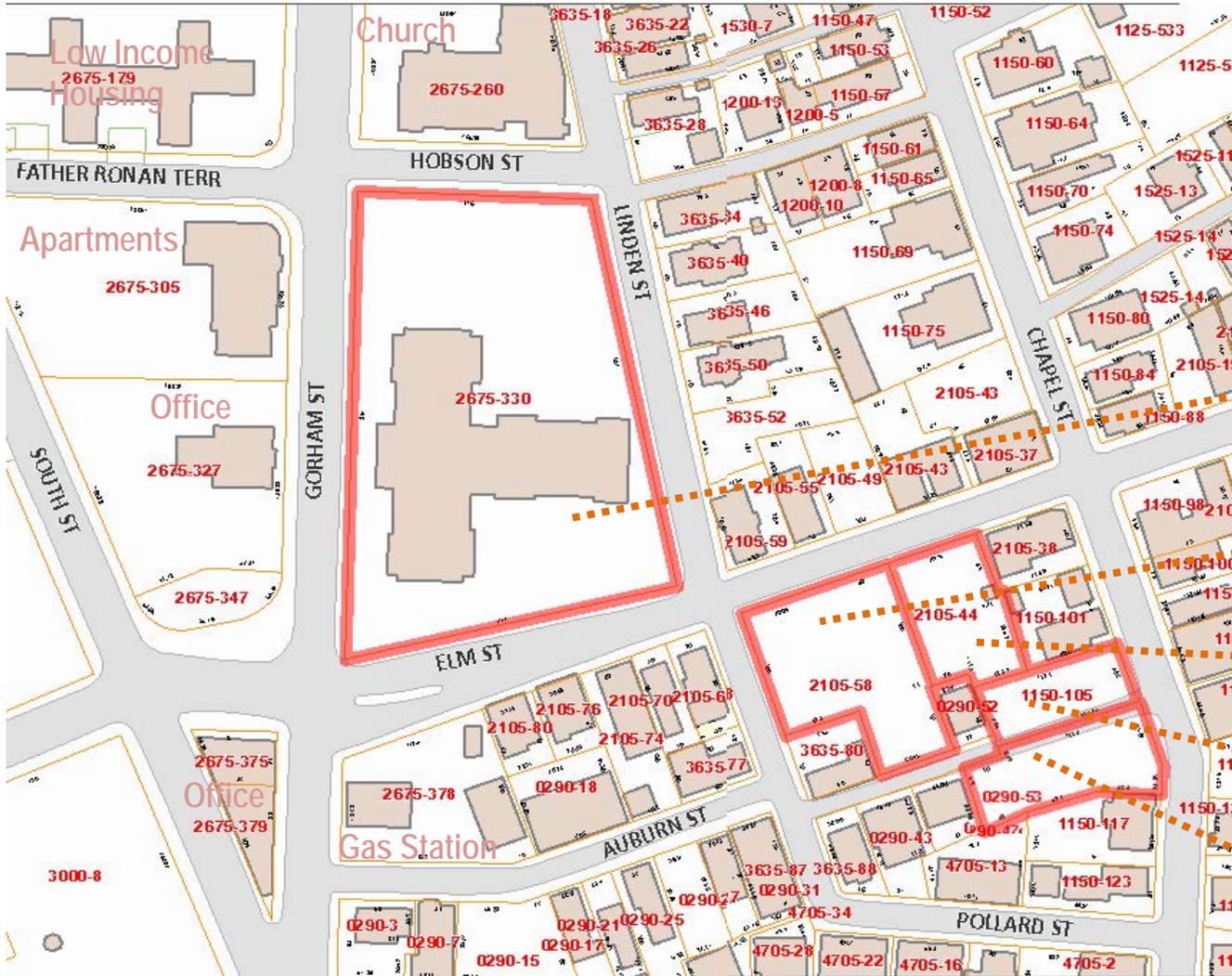


Source: Mass Historic Records

Section II | Streetscape



Section II | Property Map



- Total area: 106,229 sf (± 2.44 ac)
- Existing Parking:
 - 47 on Court Parcel
 - 52 on Parking Lots
- Court Parcel
71,020 sf (± 1.63 ac)
- Parking Lot Parcel 1
15,014 sf (± 0.34 ac)
- Parking Lot Parcel 2
7,205 sf (± 0.17 ac)
- Parking Lot Parcel 3
5,550 sf (± 0.13 ac)
- Parking Lot Parcel 4
7,440 sf (± 0.17 ac)



Section II | Property Description – **Former** Middlesex Superior Court

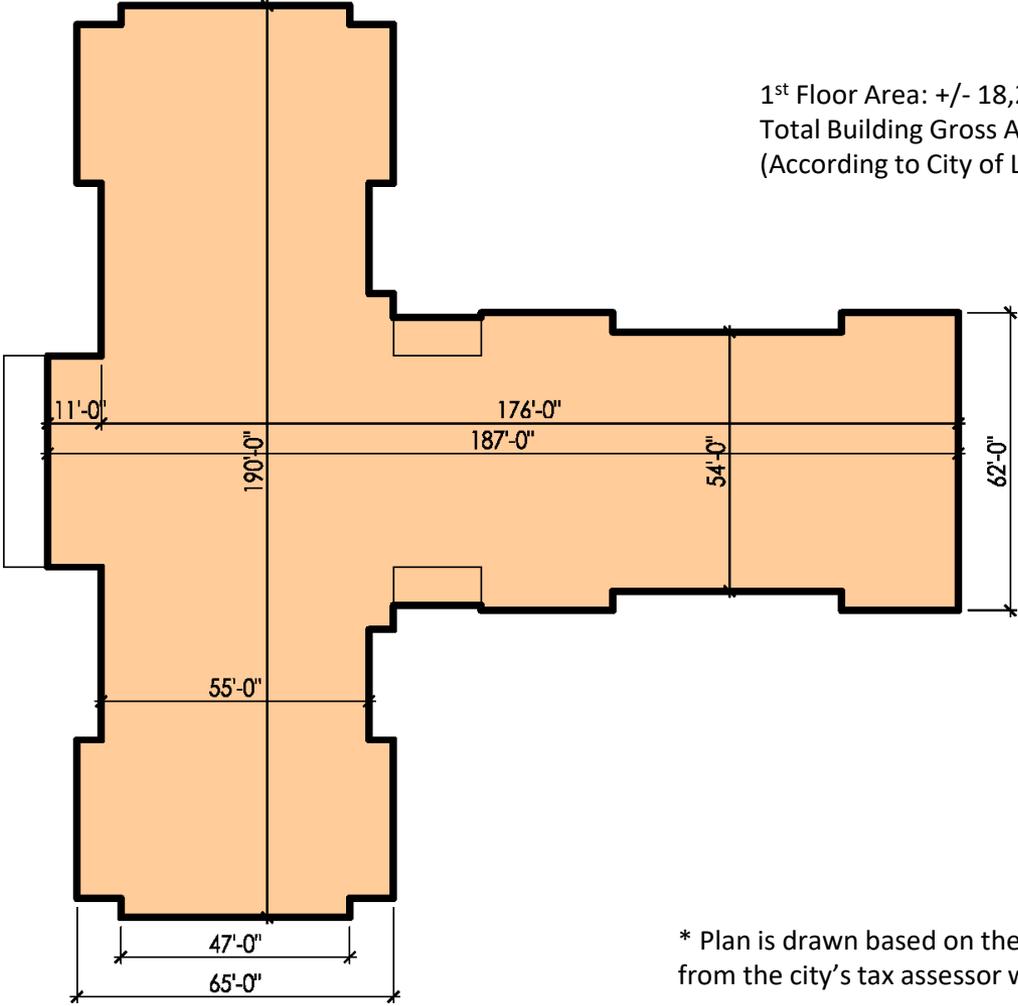
- The Commonwealth makes no representations or warranties and provides this information for convenience only.
- The property consists of two buildings:
 1. The original four-story Romanesque Revival structure constructed in 1850 designed by Ammi Burnham Young
 - Brick and wood frame construction. Exterior walls are brick and the interior walls are brick bearing with brick columns reinforced by granite slabs.
 - In 1895 the original structure was relocated to the rear to make room for the addition.
 2. In 1895, a Neo-Classical Revival structure was built.
 - Three-story brick bearing wall structure with exterior walls consisting of brick with a limestone veneer and the interior walls are brick bearing.
 - The first, second and third framing are terra-cotta tile flat arches spanning over steel I-beams to brick bearing walls or steel girders.

Section II | Current Conditions - 2018

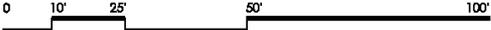


Section II | Current Conditions - 1st Floor Sketch

1st Floor Area: +/- 18,209 SF
Total Building Gross Area: +/- 68,702 SF
(According to City of Lowell Property card)



* Plan is drawn based on the sketch and dimensions obtained from the city's tax assessor website. Area: Approx. 18,209 SF



Section II | Existing Condition Plan - (2000)



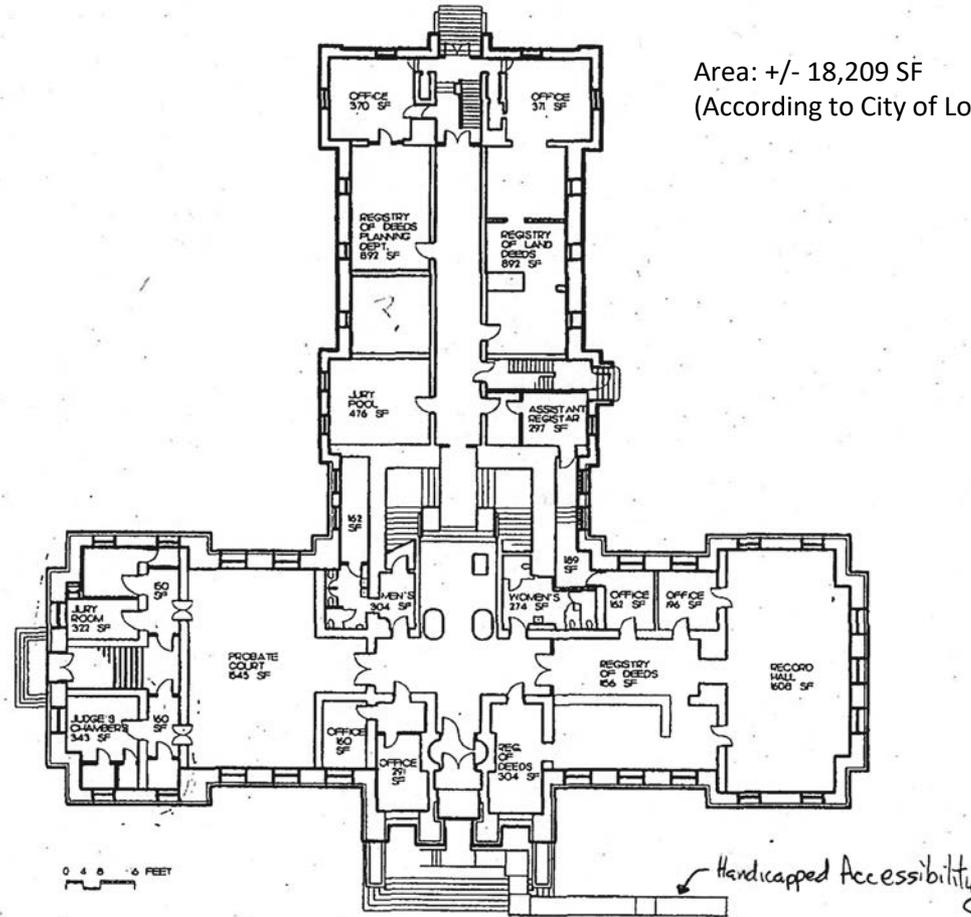
Area: +/- 18,176 SF
(According to City of Lowell Property card)

BASEMENT FLOOR PLAN

 COURT'S USE

* Plan is obtained from "Middlesex Trial Courts Master Plan, Facility Evaluation Study" study prepared for DCAMM in 2000

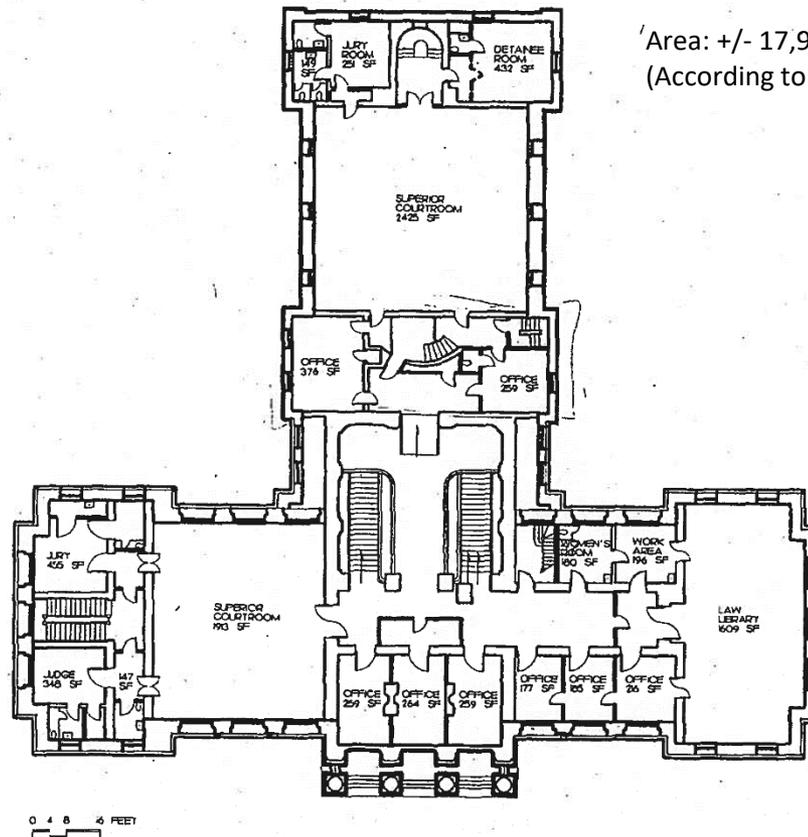
Section II | Existing Conditions (2002) | First Floor Plan



* Plan is obtained from "Lowell Trial Court Master Plan, Existing Building Survey" report prepared for DCAMM in 2002 by Finegold Alexander + Associates Inc.



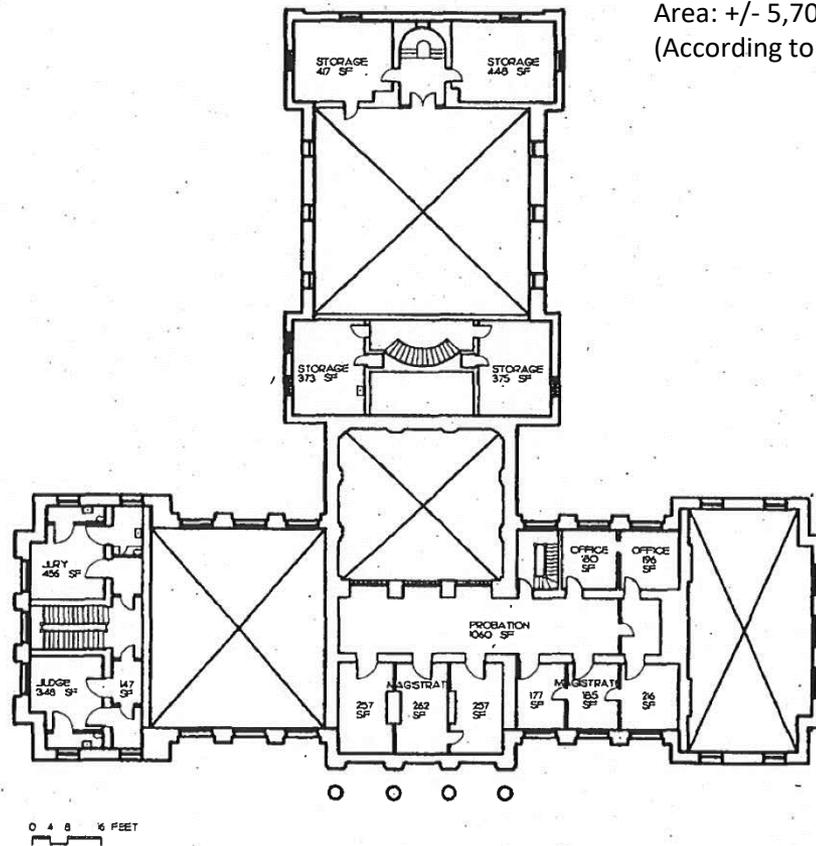
Section II | Existing Conditions (2002) | Second Floor Plan



Area: +/- 17,924 SF
(According to City of Lowell Property card)

* Plan is obtained from "Lowell Trial Court Master Plan, Existing Building Survey" report prepared for DCAMM in 2002 by Finegold Alexander + Associates Inc.

Existing Conditions (2002) | Third Floor Plan

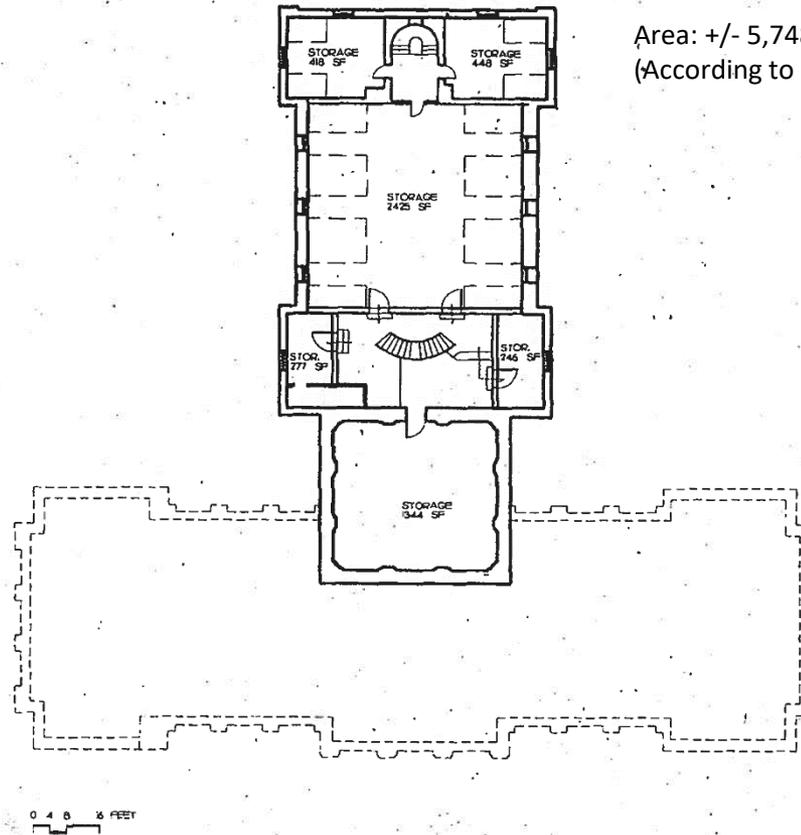


Area: +/- 5,700 SF
(According to City of Lowell Property card)

* Plan is obtained from "Lowell Trial Court Master Plan, Existing Building Survey" report prepared for DCAMM in 2002 by Finegold Alexander + Associates Inc.



Section II | Existing Conditions (2002) | Fourth Floor Plan

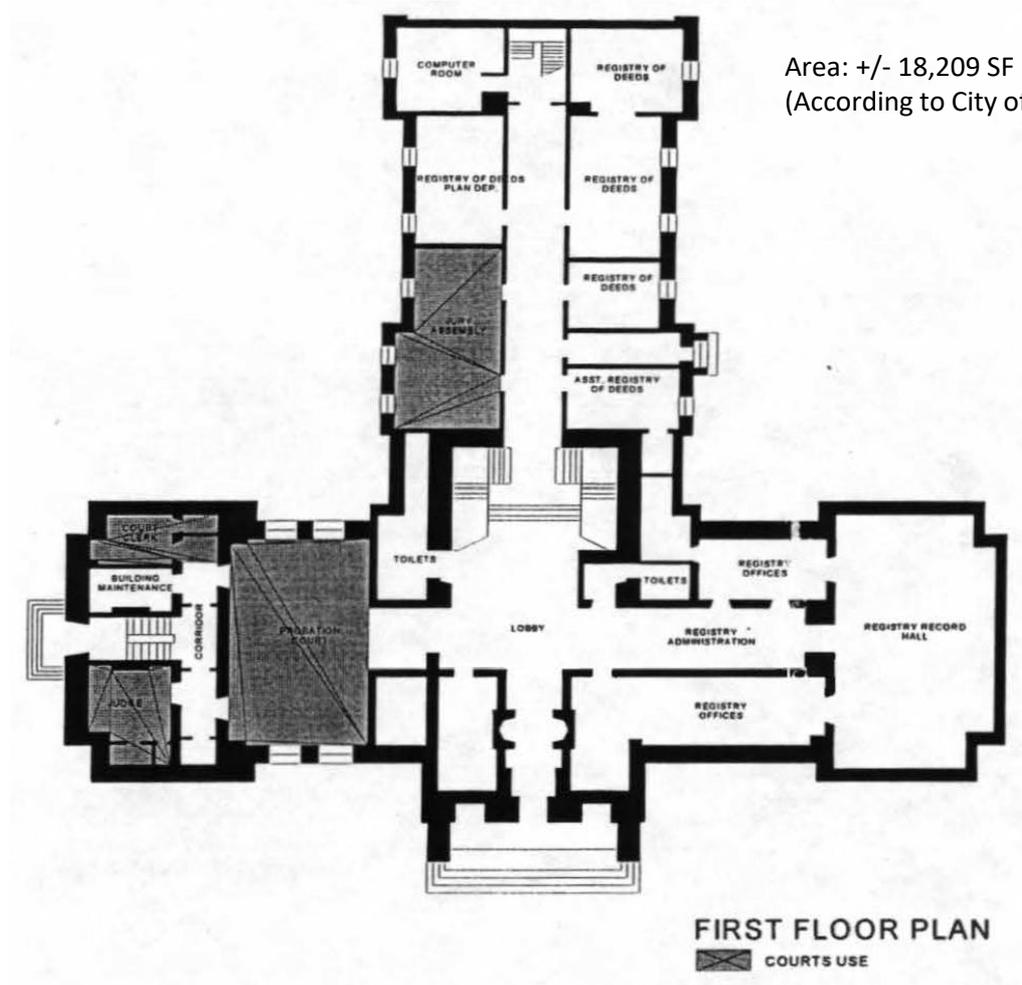


Area: +/- 5,748 SF
(According to City of Lowell Property card)

* Plan is obtained from "Lowell Trial Court Master Plan, Existing Building Survey" report prepared for DCAMM in 2002 by Finegold Alexander + Associates Inc.



Existing Condition Plan - (2000)

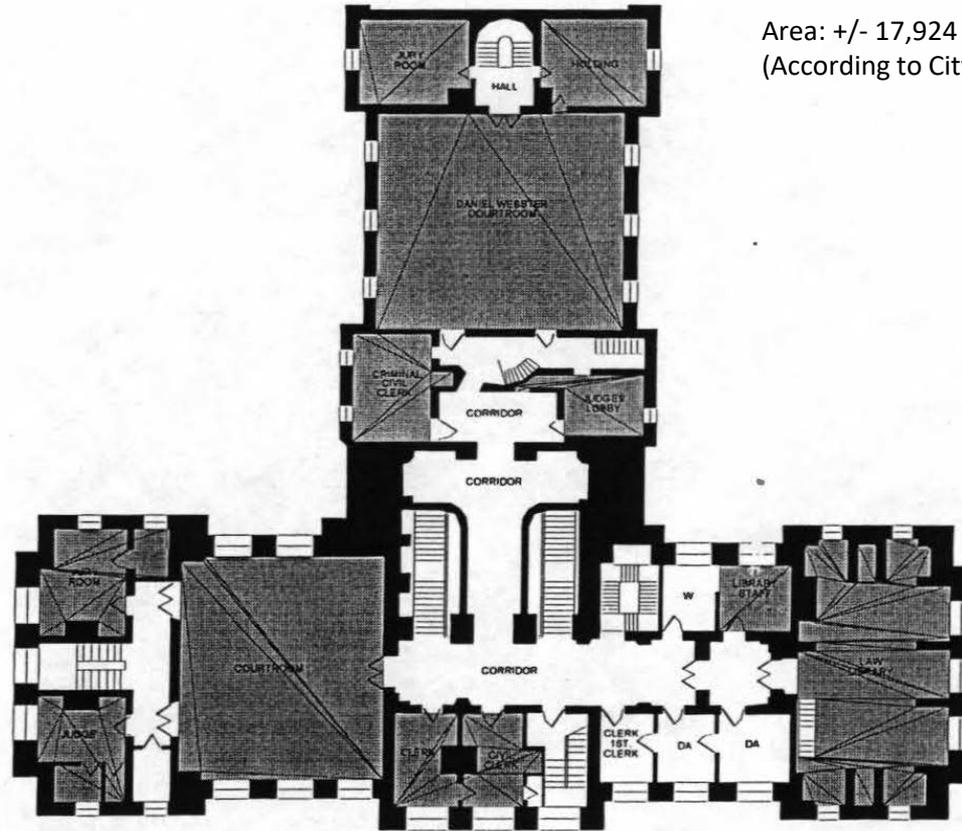


Area: +/- 18,209 SF
(According to City of Lowell Property card)

* Plan is obtained from "Middlesex Trial Courts Master Plan, Facility Evaluation Study" study prepared for DCAMM in 2000



Existing Condition Plan - (2000)



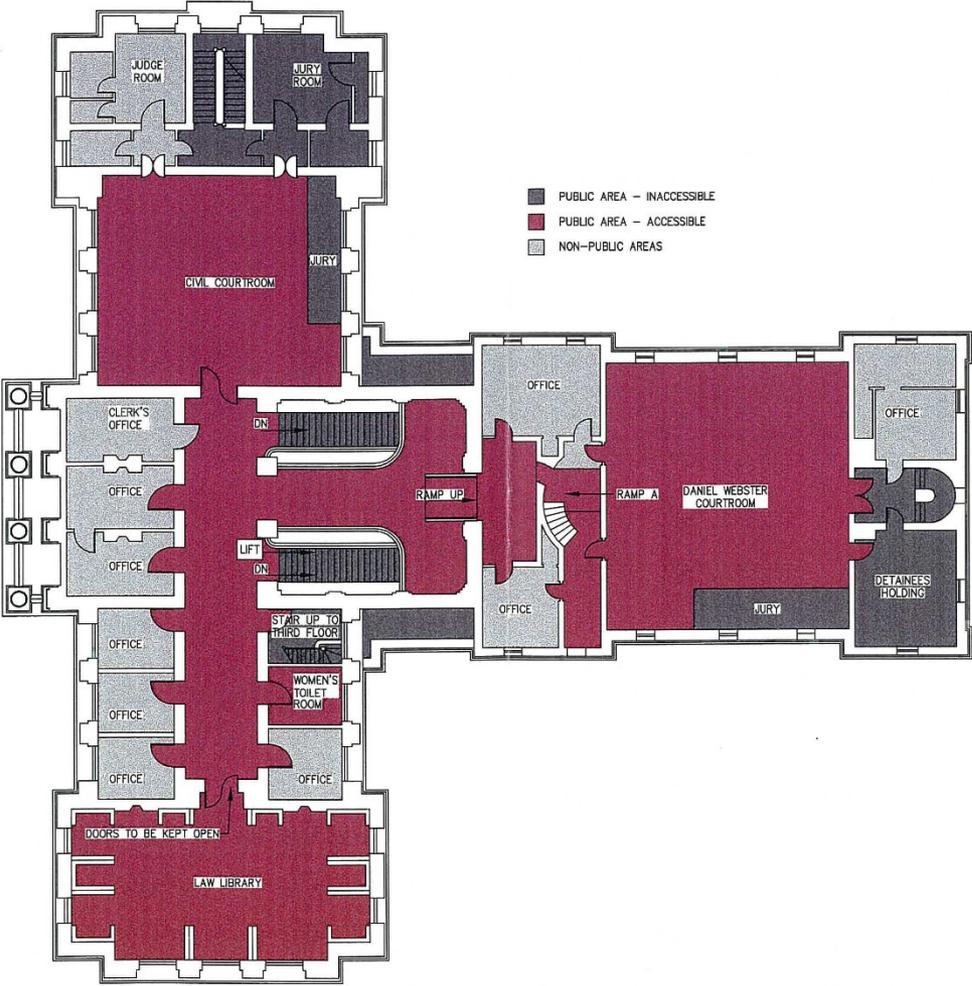
Area: +/- 17,924 SF
(According to City of Lowell Property card)

SECONDFLOOR PLAN

 COURTS USE

* Plan is obtained from "Middlesex Trial Courts Master Plan" study prepared for DCAMM in 2000

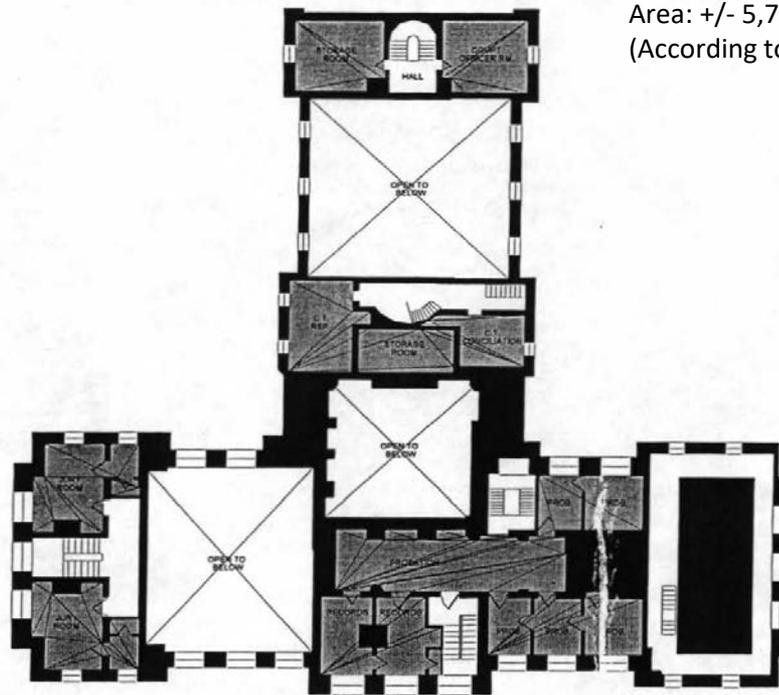
Existing Condition Plan - (2000)



* Plan is prepared for DCAMM by TAMS Architects and Engineers (no date recorded)



Existing Condition Plan - (2000)



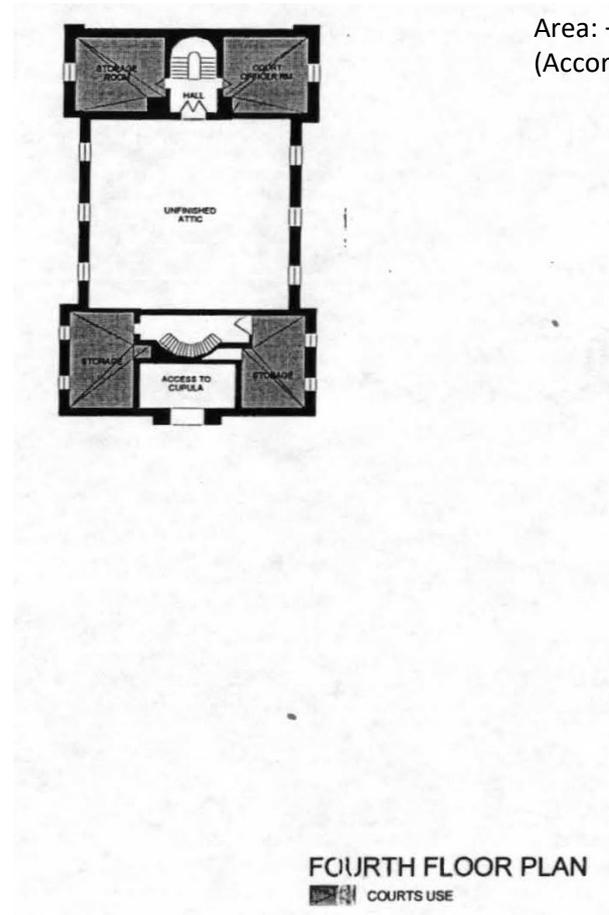
Area: +/- 5,700 SF
(According to City of Lowell Property card)

THIRD FLOOR PLAN
COURTS USE

* Plan is obtained from "Middlesex Trial Courts Master Plan, Facility Evaluation Study" study prepared for DCAMM in 2000



Existing Condition Plan - (2000)



Area: +/- 5,748 SF
(According to City of Lowell Property card)

* Plan is obtained from “Middlesex Trial Courts Master Plan, Facility Evaluation Study” study prepared for DCAMM in 2000



City of Lowell Property Card

Property Location: 330 GORHAM ST

Parcel ID: 0181 2675 0330 0000

Legal Owner:

TRIAL COURT OF MASSACHUSETTS MIDDLESEX SUPERIOR COURT
360 GORHAM ST
LOWELL, MA 01852

Current Assessment and Property Information

Building Value: \$7,898,400.00

Land Value: \$338,600.00

Total Value: \$8,237,000.00

Account Number: 200748

GIS ID: 2675-330

Book/Page:

Legal Area: 71,020 sq ft

Land Uses

Zone:	UMU	Description:	JUDICIARY NR
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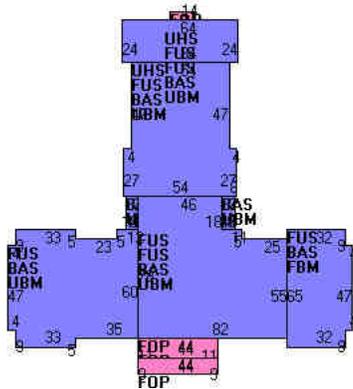
Commercial Property Information

Style:	Other State	Living Area:	43325
Stories:	3	Effective Area:	50750
		Gross Area:	68702

Subarea Summary

Description:	Code:	Living Area:	Gross Area:
Upper Story, Finished	FUS	25116	25116
Porch, Open	FOP	0	1420
Upper Story, Finished	FUS	17924	17924
Basement, Unfinished	UBM	0	18176
First Floor	BAS	18209	18209
Basement, Unfinished	UBM	0	15941
Three Quarter Story	TQS	4275	5700
Porch, Open	FOP	0	1420
Half Story, Unfinished	UHS	0	5748
Basement, Finished	FBM	0	2268

Sketch



Images

DISCLAIMER: Any data printed from this system is considered "unofficial" unless it has been stamped/logged/certified by the Office of the City Assessor. The City of Lowell makes no warranty of representation as to the accuracy, timeliness or completeness of any of the data. The City of Lowell shall have no liability for the data or lack thereof, or any decision made or action taken or not taken in reliance upon any of the data.



City of Lowell Property Card

Property Location: 53 AUBURN ST

Parcel ID: 0181 0290 0053 0000

Legal Owner:

TRIAL COURT OF MASSACHUSETTS MIDDLESEX SUPERIOR COURT
330 GORHAM ST
LOWELL, MA 01852

Current Assessment and Property Information

Building Value: \$0.00

Land Value: \$102,300.00

Total Value: \$102,300.00

Account Number: 200745

GIS ID: 0290-53

Book/Page: 1159/ 193

Legal Area: 7,440 sq ft

Land Uses

Zone:	UMF	Description:	COR, YOUTH, SHER NR
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Subarea Summary

Description:	Code:	Living Area:	Gross Area:
---------------------	--------------	---------------------	--------------------

Sketch



Images



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City of Lowell Property Card

Property Location: 105 CHAPEL ST

Parcel ID: 0181 1150 0105 0000

Legal Owner:

TRIAL COURT OF MASSACHUSETTS MIDDLESEX SUPERIOR COURT
360 GORHAM ST
LOWELL, MA 01852

Current Assessment and Property Information

Building Value: \$2,900.00

Land Value: \$93,000.00

Total Value: \$95,900.00

Account Number: 200746

GIS ID: 1150-105

Book/Page: 1159/ 193

Legal Area: 5,550 sq ft

Land Uses

Zone:	UMF	Description:	COR, YOUTH, SHER NR
--------------	-----	---------------------	---------------------

Subarea Summary

Description:	Code:	Living Area:	Gross Area:
---------------------	--------------	---------------------	--------------------

Sketch



Images



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City of Lowell Property Card

Property Location: 44 ELM ST

Parcel ID: 0181 2105 0044 0000

Legal Owner:

COMMONWEALTH OF MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT
1 ASHBURTON PL 15TH FL
BOSTON, MA 02108

Current Assessment and Property Information

Building Value: \$0.00

Land Value: \$60,600.00

Total Value: \$60,600.00

Account Number: 210562

GIS ID: 2105-44

Book/Page: 19386/ 279

Legal Area: 7,205 sq ft

Land Uses

Zone:	UMF	Description:	DIV CAP ASSET NR
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Subarea Summary

Description:	Code:	Living Area:	Gross Area:
---------------------	--------------	---------------------	--------------------

Sketch



Images



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City of Lowell Property Card

Property Location: 58 ELM ST

Parcel ID: 0181 2105 0058 0000

Legal Owner:

TRIAL COURT OF MASSACHUSETTS MIDDLESEX SUPERIOR COURT
330 GORHAM ST
LOWELL, MA 01852

Current Assessment and Property Information

Building Value: \$6,800.00

Land Value: \$119,100.00

Total Value: \$125,900.00

Account Number: 200747

GIS ID: 2105-58

Book/Page: 1159/ 193

Legal Area: 15,014 sq ft

Land Uses

Zone:	UMF	Description:	COR, YOUTH, SHER NR
--------------	-----	---------------------	---------------------

Subarea Summary

Description:	Code:	Living Area:	Gross Area:
---------------------	--------------	---------------------	--------------------

Sketch



Images



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MassGIS



DIVISION OF
CAPITAL ASSET
MANAGEMENT &
MAINTENANCE

Middlesex Superior Court Lowell Parcels
Total Area - 106,229 sf or 2.44 +/- acres



1 inch = 65 feet

Legend

 Court & Parking Parcels

Data Sources:
MassGIS - Parcel Feature Layer 2025
MassGIS Aerial Imagery 2023
EOT Roads Layer 2025
By: DCAMM, Jason Hodgkins
Date: 12/16/2025

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	LOW.393
Historic Name:	Middlesex County Courthouse
Common Name:	
Address:	360 Gorham St
City/Town:	Lowell
Village/Neighborhood:	The Flats
Local No:	266
Year Constructed:	c 1850
Architect(s):	Cutter, Olin W.; Young, Ammi Burnham
Architectural Style(s):	Renaissance Revival; Romanesque Revival
Use(s):	Courthouse
Significance:	Architecture; Landscape Architecture; Law; Politics Government
Area(s):	LOW.D: South Common Historic District
Designation(s):	Nat'l Register District (08/11/1982)
Building Materials(s):	Wall: Brick; Limestone; Wood



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on: Friday, April 5, 2019 at 11:55 AM

FORM B - BUILDING

NR- 8.11.82

SE 393

Area SC	Form no. 266 LN
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MASSACHUSETTS HISTORICAL COMMISSION
294 Washington Street, Boston, MA 02108

XVII-17A
XVIII-36A

LOW. 393



Lowell

Address 360 Gorham Street

Historic Name Middlesex County Courthouse

Original Courthouse

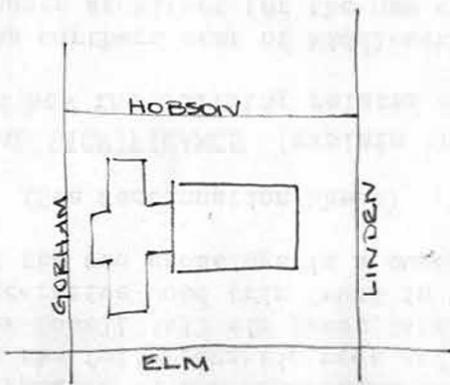
Present Courthouse

Ownership: Private individual
 Private organization

Public Middlesex County

Original owner Middlesex County

location in relation to nearest
cross streets and other buildings
or geographical features.
Indicate north.



DESCRIPTION:

Date 1850/1897

Source _____

Style Romanesque Revival/Renaissance Revival

Architect Amni B. Young/Olin Cutter

Exterior wall fabric brick/limestone

Outbuildings _____

Major alterations (with dates) _____

see reverse

Moved _____ Date _____

Approx. acreage one

Setting Institutional

Recorded by Elizabeth Durfee Hengen

Organization DPD Architectural Survey

Date 1/81

ARCHITECTURAL SIGNIFICANCE (describe important architectural features and evaluate in terms of other buildings within community)

The Middlesex County Courthouse consists of two large attached buildings built in 1850 and 1897. The original courthouse, designed by Amni Burnham Young, is a brick structure in the Romanesque Revival style. It is Lowell's earliest public building in the fully romantic mode and must have influenced J.H. Rand in his design for the Lowell Jail six years later. The smooth brick sheathing is offset by crisp, decorative wood trim found in window hoods and the arcaded cornice. Crowning one of the two crossings is a cupola; dormers further add to the picturesque skyline.

(See Continuation Sheet)

HISTORICAL SIGNIFICANCE (explain the role owners played in local or state history and how the building relates to the development of the community)

The northern seat of Middlesex County was established in Lowell in 1835. The chosen architect for the new courthouse, Amni Burnham Young, had just completed the Customs House in Boston, a building of massive Greek Revival proportions for which he had won a design competition in 1838. Young was also responsible for extensions to the Worcester (1849) and Cambridge (1848) courthouses. Young was a pupil of Alexandar Parris', architect of Boston's Quincy Market, and who, more than any other person, was responsible for introducing the Greek Revival to Boston and New England. Young followed his teacher's inclinations and became distinguished in the 1820's and '30's for his Greek Revival churches and educational buildings. After completion of Lowell's courthouse, Young was appointed Superintending Architect of the U.S. Treasury Department, the first to hold such a position. During the ten years he was in Washington, Young designed over 50 public buildings located throughout the country, many of which were courthouses. Although most of his structures followed the Greek Revival mode, a few have Italianate references.

The choice of Lowell as the northern county seat had a strong influence on the city's growth. By centralizing legal activity in the area, lawyers and businessmen were attracted to the city.

BIBLIOGRAPHY and/or REFERENCES

Lowell Historical Society photo files
Coolidge, Mill and Mansion. pp. 97-8.
Cowley, History of Lowell
Hurd, History of Middlesex County, Vol. II
Coburn, History of Lowell
Tolles, Bryant, "Amni B. Young and the Gilmanton Theological Seminary",
Old Time New England, Vol. LXI, No. 2, pp. 47-54
Wodehouse, Lawrence, "Amni Burnham Young", Journal of the Society of Architectural
Historians, Dec. '66, Vol. XXV, No. 4, pp. 268-80
County Commissioner Records, 1849-98

LOW. 393

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, Boston

Community: Lowell	Form No: 266
Property Name: 360 Gorham Street	

Indicate each item on inventory form which is being continued below.

ARCHITECTURAL SIGNIFICANCE

Ballou's 1855 Drawing Room Companion describes the building as very different from the usual austere, stereotypical designs for courthouses. The portico with its graceful arcade, octagonal clock tower topped by symbolic scales of justice and the arcaded cornice were particularly admired. According to 1850 county records, the building cost \$76,912.

In 1895 to accomodate the need for increased space, the courthouse's portico and projecting facade gable were removed, the building moved to the rear of its lot, and, in 1897, an addition appended to the front. Designed by Olin Cutter, the addition is approximately twice the size of the original building; its Renaissance Revival design is academically rendered and eminently suitable for the monumental proportions. A two story pedimented portico dominates the facade beneath which is an arcade entrance. Classical architectural elements are employed heavily, including pedimented windows, fluted Ionic columns, statuary and balustrades. The building's name and date are inscribed in an Old English typeface and Roman numerals.

Cutter's 1898 landscaping plan has been altered; the curved gravel drives from both Elm and Hobson Street with grass and plantings are no longer in place, and although he proposed a new iron fence, the original one from the mid-19th Century, though deteriorated, is still in place.

1897
ADDITION



Staple to Inventory form at bottom

INVENTORY FORM CONTINUATION SHEET

LOWELL

360 GORHAM STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

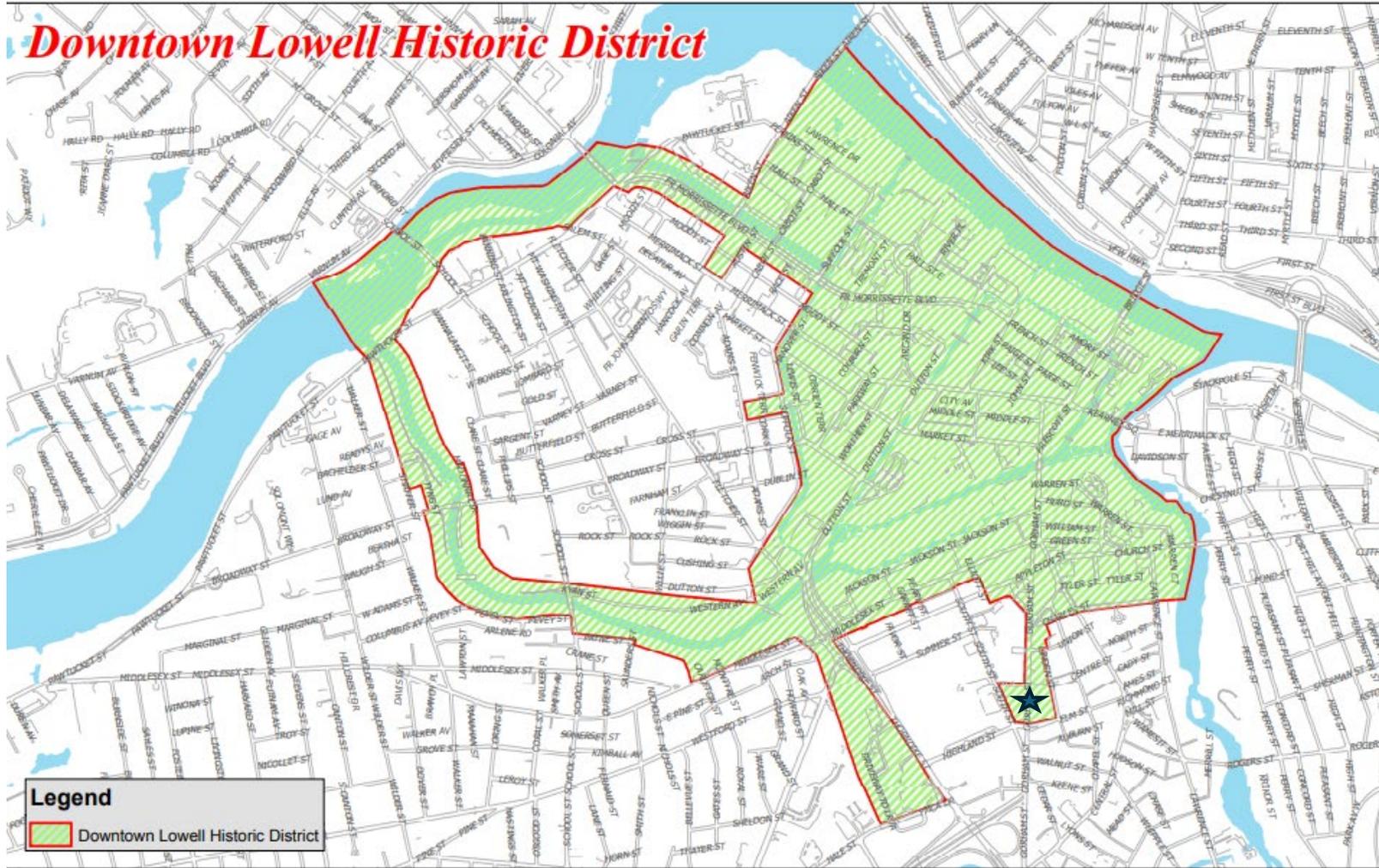
Area(s) Form No.

	LOW.393
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Undated inventory card from MHC files, probably ca. 1970

	<p>Lowell, Mass. Site #29</p>
<p>29. Middlesex County Court House (rear section) — Gorham Street. Built in 1850, it is a fine example of well proportioned Romanesque building with great design details using effective contrast of wood and brick.</p>	

Middlesex Superior Court, Lowell



September 2025

Lowell Zoning Notes -

Below is the zoning info for the properties.

Superior Court Building

The Superior Court building is located in the Urban Mixed-Use (UMU) zoning district and the Multi-Family Overlay - Mid-Rise (MFOM) overlay district. In this overlay district the minimum lot area per unit is 200 sq ft per residential unit. Through its inclusion in the MFOM overlay there is no off-street parking requirement, and a 1 space per unit parking maximum. Additionally, the property is located in the Downtown Lowell Historic District and any exterior work would be subject to review by the Lowell Historic Board. Typically new residential properties with greater than 3 residential units require Site Plan Review approval, however, if all substantial work is interior to the building and the building is subject to review by the Historic Board (as this property is) then you are exempt from Site Plan Review approval.

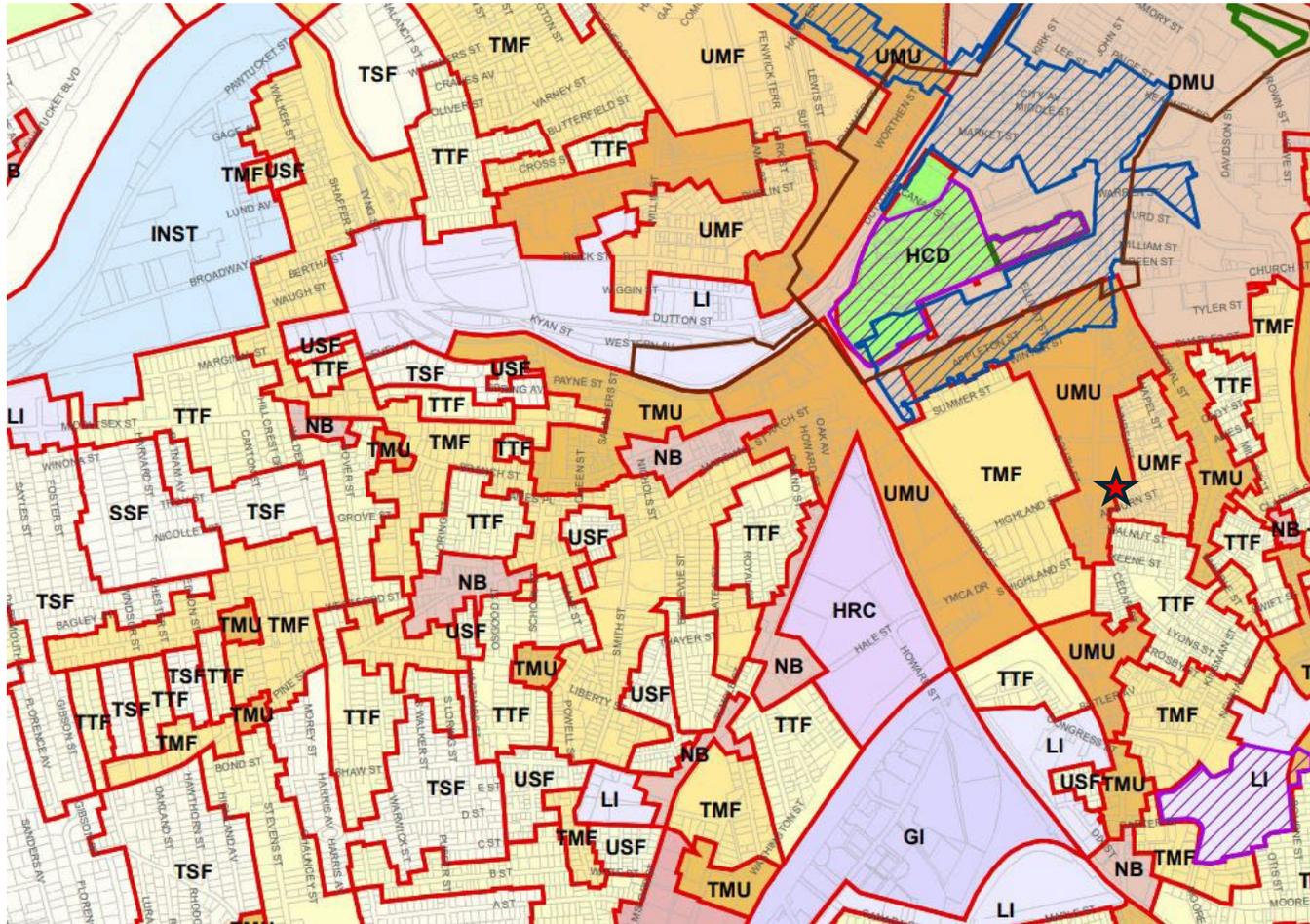
Nearby Parking Areas

The nearby parking areas are located in a different zone and have different requirements. These properties are located in the Urban Multi-Family (UMF) zoning district. Multi-Family uses are allowed in this zoning district with an allowed density of 1000 sq ft per dwelling unit, additionally 2 off-street parking spaces are allowed per unit. If an applicant proposed to construct greater than 3 residential units, this would then require Site Plan Review approval from the Planning Board. These nearby parking areas are not located in a Historic District Board Review District.

Department of Planning and Development
The City of Lowell
375 Merrimack St. | Lowell, MA 01852
t: 978.674.1464 | f: 978.446.7103 |

Middlesex Superior Court, Lowell

Zoning Map



Chapter 150 of the Acts of 2024

Sections 121 and 122

on housing and the joint committee on bonding, capital expenditures and state assets on amounts awarded to municipalities for qualified projects pursuant to subsection (b), delineated by municipality and including for each qualified project, the total grant amount, a description of the project and the status of the project.

SECTION 120. Notwithstanding any general or special law, rule or regulation to the contrary, the architectural access board established in section 13A of chapter 22 of the General Laws shall determine the value of any multiple dwelling as defined in 521 CMR 5.00 that is owned, constructed or renovated by a housing authority as defined in section 1 of chapter 121B of the General Laws by setting a replacement cost that is determined by and reflected in the executive office of housing and livable communities' Capital Planning System survey and database for state-funded public housing. For such dwellings that are not included in the survey and database, the replacement cost shall be calculated by the executive office based on the replacement cost for comparable dwellings that are included in the survey and database. The executive office shall supplement the survey and database on file with the architectural access board for any such dwelling by preparing and filing documentation identifying the replacement cost for the dwelling and the method by which it was calculated.

SECTION 121. (a) As used in this section and sections 122 and 123, the following words shall have the following meanings unless the context clearly requires otherwise:

“Affordable housing purposes”, development of multi-family housing, of which either: (i) not less than 25 per cent shall be affordable to households with incomes at or below 80 per cent of the area median

income, adjusted for household size; or (ii) not less than 20 per cent shall be affordable to households with incomes at or below 50 per cent of the area median income, adjusted for household size; provided, that affordable housing purposes may include subsequent conveyance by a public agency, as defined in section 1 of chapter 7C of the General Laws, other than a state agency, with a restriction for affordable housing purposes.

“Commissioner”, the commissioner of capital asset management and maintenance.

“Housing purposes”, 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; provided, however, that housing purposes may include subsequent conveyance by a public agency, other than a state agency, with a restriction for housing purposes; provided further, that housing purposes shall include affordable housing purposes.

“Public agency”, as defined in section 1 of chapter 7C of the General Laws; provided, however, that “public agency” shall include the Massachusetts Department of Transportation, the Massachusetts Bay Transportation Authority and the University of Massachusetts Building Authority; provided further, that “public agency” shall not include cities, towns or counties or any boards, committees, commissions or other instrumentalities thereof, or any agency that is a state agency as defined in said section 1 of said chapter 7C.

“Public institution of higher education”, as defined in section 5 of chapter 15A of the General Laws.

“Real property”, as defined in said section 1 of chapter 7C of the General Laws.

“Real property of the commonwealth”, real property of a state agency consistent with chapter 7C of the General Laws.

“Secretary”, the secretary for administration and finance.

“State agency”, as defined in section 1 of chapter 7C of the General Laws; provided, however, that “state agency” shall not include counties.

“Surplus real property”, (i) real property of the commonwealth that has been determined by the commissioner to be surplus: (A) to the current and foreseeable needs of the commonwealth pursuant to clause (i) of paragraph (2) of subsection (b); or (B) to the current and foreseeable needs of a state agency pursuant to section 33 or 34 of chapter 7C of the General Laws; or (ii) real property of a public agency to be surplus to the current and foreseeable needs of the public agency, as determined by the public agency; provided, however, that “surplus real property” shall not include property subject to Article XCVII of the Amendments to the Constitution of the Commonwealth. (b)(1) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner may sell, lease for a term not to exceed 99 years, transfer or otherwise dispose of surplus real property for housing purposes.

(2)(i) The commissioner may, in consultation with the secretary and the secretary of housing and livable communities, determine whether real property of the commonwealth is surplus real property and shall be disposed of for housing purposes; provided, however, that prior to determining that the real property is surplus real property, the commissioner shall provide a suitable written notice and inquiry to the state agency with care and control of the real property with a date

certain required for any response. If no written response is timely received from the state agency specifying a current or foreseeable need for the real property, the commissioner shall declare such real property as surplus real property and dispose of such surplus real property for housing purposes. If a written response is timely received from the state agency specifying a current or foreseeable need for the real property, the commissioner shall, in consultation with the secretary, the secretary of housing and livable communities and such state agency, determine whether the real property shall be declared surplus real property and disposed of for housing purposes.

(ii) Notwithstanding sections 32 to 37, inclusive, of said chapter 7C or any other general or special law to the contrary, if any real property of the commonwealth is determined to be surplus to the current needs, but not to the foreseeable needs, of any state agency, the commissioner shall take such necessary action to ensure that any disposition of the real property is temporary and maintains the commissioner's ability to make such real property available to a state agency as needed.

(iii) Notwithstanding sections 32 to 37, inclusive, of said chapter 7C or any other general or special law to the contrary, the commissioner may, in consultation with the secretary and the secretary of housing and livable communities, make real property of the commonwealth that has been determined to be surplus to the current needs, but not the foreseeable needs, of any state agency available for a period of time not to exceed the foreseeable need of any state agency for housing and related purposes to municipalities, public agencies and nonprofit organizations for nominal consideration.

(3) The president of a public institution of higher education may, with the approval of the commissioner of higher education, determine that

property of any such public institution of higher education is surplus to the current and foreseeable needs of such institution and the commissioner may dispose of such property for housing purposes, provided that the institution's board of trustees does not disapprove of such determination within 60 days after the president's determination.

(4)(i) The governor may identify parcels of land owned or controlled by a public agency and any buildings or improvements thereon as potential surplus real property by submitting a written notice to the public agency. Not later than 30 days after receipt of the notice, the public agency shall determine whether such real property is surplus to its current and foreseeable needs. If the public agency determines that the real property is not surplus to its current and foreseeable needs, such public agency shall respond in writing not later than 30 days after receipt of a request by the governor, specifying the reason for its determination.

(ii) The commissioner may, in consultation with the secretary and the secretary of housing and livable communities, enter into agreements with a public agency to dispose of surplus real property of the public agency for housing purposes; provided, however, that the commissioner shall not be required to determine if the real property of the public agency is surplus to the current and foreseeable needs of the commonwealth and shall not be required to provide written notice and inquiry to any public agency.

(c) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner may amend a use restriction held by the commonwealth for general municipal purposes or for any other purpose, except those purposes subject to Article XCVII of the Amendments to the

Constitution of the Commonwealth, including housing purposes.

(d)(1) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, if the commissioner, in consultation with the secretary and the secretary of housing and livable communities, determines that real property is surplus real property pursuant to clause (i) of paragraph (2) of subsection (b) or the commissioner enters into an agreement with a public agency pursuant to clause (ii) of paragraph (4) of said subsection (b), the commissioner shall: (i) provide written notice, for each city or town in which the property is located, to the city manager in the case of a city under Plan E form of government, the mayor and city council in the case of all other cities, the chair of the board of selectmen or the select board in the case of a town, the county commissioners, the chair of the zoning board of appeals, the chair of the planning board, the regional planning agency and the members of the general court representing the city or town in which the property is located. The notice shall include a statement that the proposed reuse of the property is for housing purposes, with a date certain for any response which shall be not less than 30 days from the date of such notice; (ii) following the date certain set forth in the notice, declare the real property available for disposition and identify all reuse restrictions including, but not limited to, a restriction for housing purposes; and (iii) ensure that any deed, lease or other disposition agreement shall: (A) set forth all reuse restrictions including, but not limited to, a restriction for housing purposes; (B) provide for effective remedies on behalf of the commonwealth; and (C) provide, in the event of a failure to comply with the reuse restrictions by the grantee, lessee or other recipient, that title or such lesser interest that may have

been conveyed may revert to the commonwealth. The commissioner shall, in identifying reuse restrictions for such property, consider in good faith any comments presented by local officials and members of the general court representing each city or town in which the property is located.

(2) The commissioner shall, in consultation with the secretary of housing and livable communities, dispose of surplus real property: (i) by utilizing appropriate competitive processes and procedures; or (ii) through a sales-partnership agreement with the municipality wherein said real property is located; provided, however, that the sales-partnership agreement shall require the municipality to utilize appropriate competitive processes and procedures; provided further, that the sales-partnership agreement may require the municipality to utilize said competitive processes and select a developer prior to disposition of the real property; provided further, that the commissioner may transfer the real property directly to the selected developer pursuant to the sale-partnership agreement; and provided further, that the sales-partnership agreement may provide for payment to the municipality in an amount not to exceed 50 per cent of the net sales price paid to the commonwealth, as determined by the commissioner. A competitive process pursuant to clause (i) may include, but shall not be limited to, absolute auction, sealed bids and requests for price and development proposals. The commissioner may accept any consideration for surplus real property disposed of pursuant to this section deemed appropriate by the commissioner and the secretary of housing and livable communities. The commissioner shall prioritize disposition of surplus real property for affordable housing purposes.

(3) Not less than 30 days before the date of an auction or the date on which bids or proposals or other offers to purchase or lease surplus real property 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 the availability of such property, the nature of the competitive process and other information deemed relevant, including the time and location of the auction, the submission of bids or proposals and the opening thereof. The commissioner shall not be required to place said notice if the property is conveyed: (i) to a municipality or developer selected by a municipality in accordance with paragraph (2); or (ii) for nominal consideration in accordance with clause (i) of paragraph (2) of subsection (e).

(4) All surplus real property conveyed pursuant to this section shall be conveyed with a restriction for housing purposes. The deed or other instrument conveying the surplus real property shall provide that said real property shall be used for housing purposes.

(5) The commissioner shall place a notice in the central register identifying the municipality, public agency, individual or firm selected as party to the real property transaction, along with the amount of such transaction. If the commissioner accepts an amount below the value calculated pursuant to paragraph (1) of subsection (e), the commissioner shall include the justification therefor, specifying the difference between the calculated value and the price received.

(e)(1) The commissioner shall establish the value of surplus real property using customarily accepted appraisal methodologies. The value shall be calculated for: (i) the highest and best use of the property as may be encumbered; and (ii) subject to uses, restrictions

and encumbrances defined by the commissioner. If the commonwealth retains responsibility for maintaining the property, the terms shall not provide for payment of less than the annual maintenance costs.

(2)(i) Notwithstanding paragraph (1), the commissioner may, in consultation with the secretary and the secretary of housing and livable communities, dispose of surplus real property for nominal consideration; provided, however, that any such surplus real property shall be conveyed with a restriction for affordable housing purposes. The deed or other instrument conveying the surplus real property shall provide that the property shall be used solely for affordable housing purposes and may include a reversionary clause that stipulates that if the parcel ceases at any time to be used for affordable housing purposes, title to the parcel shall, at the election of the commonwealth, revert to the commonwealth.

(ii) Notwithstanding any time limits established in section 7 of chapter 184A of the General Laws or any general or special law to the contrary, the reversionary clause may be enforceable.

(iii) The commissioner may, in consultation with the secretary and the secretary of housing and livable communities, amend a use restriction held by the commonwealth to include housing purposes.

(f) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner may, in consultation with the secretary, the secretary of housing and livable communities and the state agency with care and control of real property, transfer care and control of real property between state agencies for housing purposes.

(g)(1) No agreement for the sale, lease, transfer or other disposition of surplus real property and no deed executed by or on behalf of the

commonwealth shall be valid unless such agreement or deed contains the following certification, signed by the commissioner:

“The undersigned certifies under penalties of perjury that I have fully complied with the Affordable Homes Act of 2024 in connection with the property described herein.”

(2) No agreement for the sale, lease, transfer or other disposition of surplus real property shall be valid unless the purchaser or lessee has executed and filed with the commissioner the statement required by section 38 of chapter 7C of the General Laws.

(h) The grantee or lessee of any surplus real property shall be responsible for all costs relating to the conveyance, including, but not limited to, appraisals, surveys, plans, recordings and any other expenses, as shall be deemed necessary by the commissioner.

(i) The commissioner shall deposit the proceeds from any disposition of real property pursuant to this section into the surplus real property disposition fund established in section 123.

(j) The commissioner may, in consultation with the secretary of housing and livable communities, promulgate regulations to implement this section.

SECTION 122. (a) Notwithstanding chapter 40A of the General Laws or any other general or special law or local zoning or municipal ordinance or by-law to the contrary, a city or town shall permit the residential use of real property conveyed by the commissioner pursuant to section 121 for housing purposes as of right, as defined in section 1A of said chapter 40A, notwithstanding any use limitations otherwise applicable in the zoning district in which the real property is located including, but not limited to, commercial, mixed-use development or industrial uses. A city or town 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; provided however, that the city or town shall permit not less than 4 units of housing per acre.

(b) Real property conveyed by the commissioner pursuant to section 121 shall include, but not be limited to, the amendment of use restrictions held by the commonwealth to allow for the use of such real property for housing purposes.

(c) The secretary of housing and livable communities may promulgate regulations to implement this section.

SECTION 123. (a) There is hereby established a Surplus Real Property Disposition Trust Fund to be administered by the secretary for administration and finance.

(b) The fund shall be credited with: (i) the proceeds realized from the disposition of surplus real property and the amendment of use restrictions pursuant to section 121; (ii) any appropriation, grant, gift or other contribution made to the fund; and (iii) any interest earned on money in the fund. Amounts credited to the fund shall not be subject to further appropriation and any money remaining in the fund at the end of a fiscal year shall not revert to the General Fund and shall be available for expenditure in the subsequent fiscal year.

(c) Amounts credited to the fund may be: (i) transferred by the secretary to the state agency that had care and control of the land conveyed pursuant to section 121 if the real property was conveyed for fair market value consideration in an amount equal to the net proceeds of the disposition; (ii) transferred by the secretary to the state agency that had care and control of the real property conveyed

44 Elm Street
Lowell, MA

3

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council



2005 00068980

Bk: 19388 Pg: 278 Page: 1 of 3

Recorded: 10/13/2005 12:18 PM

VOTE

Declaring surplus the property at 44 Elm Street, Lowell, MA (containing 7,205 s.f. more or less) and authorizing the City Manager and the City Treasurer to execute a deed transferring said property to Commonwealth of Massachusetts for One Dollar (\$1.00).

WHEREAS, the City of Lowell owns the property at 44 Elm Street, Lowell, MA; having acquired title thereof by final judgment in tax lien case No.T.L. 111767 recorded at Middlesex North District Registry of Deeds on August 22, 2000 in Book 11011, Page 61; and

WHEREAS, Commonwealth of Massachusetts is desirous of acquiring most of said property as part of site for proposed Middlesex Superior Court parking plan; and

WHEREAS, said property, containing 7,205 s.f., is shown as Lot 2 on plan of land entitled "Compiled Subdivision Plan of Land in The City of Lowell prepared by the City Engineers Office", dated October 18, 2000, to be recorded at the time of conveyance (see copy attached hereto marked "A"; and

WHEREAS, it is necessary for the City of Lowell to release and discharge any previously imposed demolition lien on the property; and

WHEREAS, it has been determined by the Building Commissioner and the City Manager, after inquiry of all departments, that there is no need for this property for municipal purposes; and

WHEREAS, the Building Commissioner as Custodian of said property has recommended such transfer/sale; and

MARGINAL REFERENCE REQUESTED

BK 11011 PG 61

44 Elm Street
Lowell, MA

ENV

WHEREAS, the City Manager recommends this transfer/sale to Commonwealth of Massachusetts; and

WHEREAS, since this transfer is between the City of Lowell and Commonwealth of Massachusetts, it is exempt from the requirements of Massachusetts General Laws Chapter 30B; and

NOW, THEREFORE, BE IT VOTED:

That City of Lowell property at 44 Elm Street, containing 7,205 s.f., is hereby declared surplus property and not presently needed for municipal purposes; that the City Manager and the City Treasurer, jointly be and are hereby authorized in the name of the City of Lowell, to sell and transfer for One Dollar (\$1.00) and to execute and deliver a deed to Commonwealth of Massachusetts the property situate 44 Elm Street, Lowell, Massachusetts, containing 7,250 s.f., to be used for additional Middlesex Superior Court parking.

BE IT FURTHER VOTED:

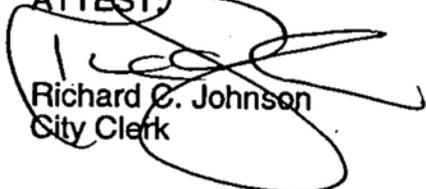
That the City Manager and the City Treasurer, jointly be and hereby are authorized to execute and deliver any and all other documents related to the sale and transfer of the aforementioned property, including but not limited to any release and discharge of demolition lien imposed on the property, on such terms and conditions as the City Manager deems in the best interest of the City of Lowell.

In City Council October 24, 2000, Read twice and adopted 9 yeas. So Voted./s/Richard C. Johnson, City Clerk

Approved by City Manager John F. Cox October 25, 2000.

A true copy

ATTEST:


Richard C. Johnson
City Clerk

vote:elm

A true copy
Attest:


44 Elm Street
Lowell, MA

NO DETERMINATION OF COMPLIANCE WITH ZONING REGULATIONS HAS BEEN MADE OR IS INTENDED.

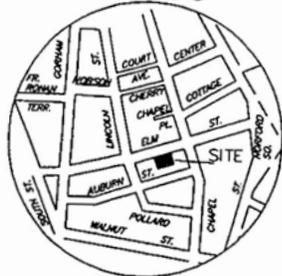
LOWELL PLANNING BOARD

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED.

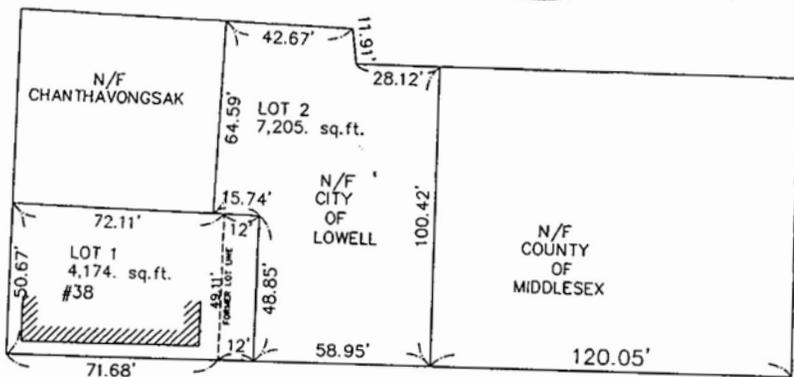
DATE: _____
CITY PLANNER

CITY ENGINEER

LOCUS



CHAPEL ST



LINDEN ST

ELM ST

**COMPILED SUBDIVISION
PLAN OF LAND
IN
THE CITY OF LOWELL**

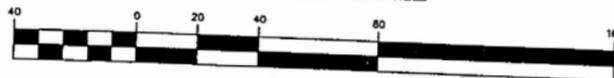
**PREPARED BY
THE CITY ENGINEERS OFFICE**

**CITY HALL
375 MERRIMACK ST
LOWELL, MA.**

**SCALE 1" = 40'
OCTOBER 18, 2000**

BEING A PORTION OF LOT A
AS SHOWN ON PLAN 77 PG 20

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

PLAN REF:
PLAN BK.#77 PLAN#20
1888 CITY OF LOWELL
SURVEY BOOK 8 PG 18
CITY OF LOWELL TITLE REF.
M.N.D.R.D. BK 11011 PG 61

CERTIFICATION

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



10-19-00
DATE

Leo B. White
REGISTERED LAND SURVEYOR

END OF DOCUMENT

Richard P. Howe

NOTE:

- 1) 12' PARCEL TO BE CONVEYED FROM THE CITY OF LOWELL TO MANUEL & ALICE FELIX.
- 2) LOT 2 TO BE CONVEYED FROM THE CITY OF LOWELL TO COMM. OF MASS DCAM.

B/c
ii

I, Thomas F. Markham,

of Lowell, Middlesex County, Massachusetts,

being unmarried, for consideration paid, grant to the County of Middlesex, a body corporate and politic, having a usual place of business in Cambridge in said County, Commonwealth of Massachusetts,

366

with quitclaim covenants several parcels of

the land in said Lowell

~~Rescinded~~

One parcel of land situated in said Lowell on the northerly side of Auburn Street, the easterly side of Linden Street and the southerly side of Elm Street, bounded and described as follows: Beginning at a point on the northerly side of said Auburn Street and at the southeasterly corner of land now or formerly of Henry E. and Martha I. Lincourt; thence northerly along the easterly boundary of said Lincourt land to a point which is the northeasterly corner of said Lincourt land; fifty two (52.0) feet, more or less; thence westerly along the northern boundary of said Lincourt land to said Linden Street; thence again northerly along said Linden Street, one hundred (100.0) feet, more or less to said Elm Street; thence easterly along said Elm Street, one hundred twenty-five and 5/10 (125.5) feet to land now or formerly of one Austin G. Astorian; thence southerly along the westerly boundary of said Astorian land, one hundred (100.0) feet, more or less, to land now or formerly of one Antonio G. Sequeira; thence westerly along the northerly boundary of said Sequeira land to a point which is the northwesterly corner of said last named land; thence southerly again along the westerly boundary of said Sequeira land fifty-two (52.0) feet, more or less, to said Auburn Street; thence again westerly along said Auburn Street, fifty-nine and 25/100 (59.25) feet, more or less, to the point of beginning.

Meaning and intending to convey and hereby conveying, the premises to me conveyed in two certain deeds, one from the City of Lowell dated December 28, 1948 and recorded with Middlesex North District Registry of Deeds, Book 1107, Page 273, and another from Austin G. Astorian recorded in said Registry, Book 1132, Page 131.

Another parcel of land in said Lowell situated on the westerly side of Chapel Street and the northerly side of a passageway 8 feet wide called Auburn Street, and thus bounded and described: Beginning at the southeasterly corner of the premises on said Chapel Street and on the northerly side of said Auburn Street, thence northerly along said Chapel Street, 49.5 feet to a corner of an old fence now or formerly standing on land formerly of one Durant, shown on a plan hereinafter mentioned; thence westerly along said last named land and by land now or formerly of Isabel T. Stewart 99 feet to a stone post, thence still westerly at an angle of 182 degrees 30 minutes along said last named land, 14.10 feet to a stone post at land now or formerly of one Burns and shown on said plan; thence southerly along said last named land and along a section of said Auburn Street, 49.5 feet to a spike in a fence now or formerly standing on the northerly side of said Auburn Street; thence easterly along the northerly line of said Auburn Street, 12.75 feet to a point; thence still easterly along said northerly line of Auburn Street at an angle of 177 degrees 30 minutes 99 feet to a spike in the concrete at the point of beginning. Containing 5550 square feet, more or less, and being shown on a plan of land entitled "Plan of Estate in Lowell, Mass., belonging to Heirs of Avery Marshall, surveyed 1876, A. Osgood, C.E.", recorded Book of Plans 3A, Plan 59.

(over)

Another parcel of land in said Lowell adjoining the above on the south, situated on the westerly side of Chapel Street and the southerly side of a passageway 8 feet wide called Auburn Street and thus bounded and described:

Beginning at the northeasterly corner of the granted premises on said Chapel Street, and at the southeasterly corner of the land above conveyed, which point is at the northerly line of said passageway, called Auburn Street; thence southerly along said Chapel Street at an angle of 92 degrees 25 minutes, 41.82 feet to a stake at an angle in said street; thence still southerly by said Chapel Street at an angle of 158 degrees 5 minutes, 23.65 feet to a stake at the corner of land formerly of T.C. Blaisdell, and now or formerly of Giragos and Altoon Jaknavorian; thence westerly along said last named land, 46.6 feet to a stone bound; thence still westerly along said last named land, and by land now or formerly of George B. and Pearl Hebert, 85.4 feet to land now or formerly of Royal K. Dexter, thence northerly by said last named land, 49.0 feet to said Auburn Street at a point where said Street is 16.0 feet wide; thence easterly along said Auburn Street, 30.0 feet to a point; thence northerly to the northerly line of Auburn Street where the same is 8 feet in width and to said land above conveyed; thence easterly along said northerly line of Auburn Street and along last mentioned land 111.70 feet to the point of beginning. Containing 7440 square feet, more or less.

These premises are conveyed subject to and with the benefit of any rights of travel or other rights existing in relation to the said 8 foot passageway known as Auburn Street.

Meaning and intending to convey, and hereby conveying, a portion of the premises to me conveyed by the City of Lowell by its deed dated December 29, 1948 recorded with said Registry of Deeds, Book 1107, Page 512.

All and several the above premises are conveyed subject to any and all easements, restrictions and reservations of record, if any there be, so far as the same are now in force and effect.



Witness my hand and seal

in presence of the undersigned and other interested parties

Witness my hand and seal this 17th day of November 1950

Thomas F. Markham

The Commonwealth of Massachusetts

Middlesex, ss.

November 17, 1950

Then personally appeared the above named Thomas F. Markham

and acknowledged the foregoing instrument to be his free act and deed, before me

Joseph G. McInerney

Notary Public - Justice of the Peace

My Commission expires May 10, 1957

Rec'd & entered for record Dec. 22, 1950 at 8h. 30m. A. M. #688

(THE FOLLOWING IS NOT A PART OF THE DEED, AND IS NOT TO BE RECORDED.)

CHAPTER 183, SECTION 11, GENERAL LAWS

A deed in substance following the form entitled "Quitclaim Deed" shall when duly executed have the force and effect of a deed in fee simple to the grantee, his heirs and assigns, to his and their own use, with covenants on the part of the grantor, for himself, his heirs, executors, administrators and successors, with the grantee, his heirs, successors and assigns, that at the time of the delivery of such deed the premises were free from all encumbrances made by him, and that he will, and his heirs, executors and administrators shall, warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under the grantor, but against none other.

Alger write the said Adams his heirs and assigns all the right title and interest which was conveyed to me by the Hon. Justice R. Abbott Master in Chancery by his deed of Assignment of said R. Abbott's estate recorded in the Middlesex Registry Book 197 Page 207 in and to a certain lot of land situate in block 30 well at the corner of Adams and Hoagrange Streets lying on the east side of Adams Street and the north side of Hoagrange Street containing 37 1/4 square feet and bounded as follows viz: Beginning at the intersection of Adams St. with Hoagrange St. afterwards thence running easterly on Hoagrange Street 32 feet to land of Northern and Western thence Northerly on said Northern and Western land fifty one feet thence Westerly 32 feet to Adams Street afterwards thence Southerly on said Adams Street fifty one feet to the point of beginning ascending to S. J. Fuller's Plan of the Cadby Camp Roads as called on record. The premises hereby conveyed made expressly subject to the conditions restrictions and stipulations set forth in the conveyance of the same property by the said John W. Adams to the said R. Bellis by Warranty Deed dated the twenty fourth day of October A. D. 1845. Or to wit and to wit the above released premises to the said John W. Adams his heirs and assigns to their use and behoof forever. In witness whereof, I the said Edmund A. Alger have hereunto set my hand and seal this fourth day of May in the year of our Lord eight hundred and forty seven.

Edmund A. Alger
Signed sealed and delivered in presence of
in presence of
Massachusetts, Middlesex
County
before me
May 4, 1847. I am personally appeared the above named Edmund A. Alger and acknowledged the above instrument to be his free act and deed before me
3rd Commissioner of the Peace
Middlesex ss May 24, 1847. Recd & Recorded by
Caleb Hoagden Reg.

Edmund A. Alger
Middlesex ss May 24, 1847. Recd & Recorded by
Caleb Hoagden Reg.

A true copy
Attest
Caleb Hoagden Reg.

Know all men by these presents that the said R. Bellis and Sarah R. Bellis wife of R. Bellis together with in consideration of one dollar to us paid by John W. Adams with him named do here by mutual release and quitclaim all the right title and interest we have in and unto the within described premises and to any right of action or power of them which said Sarah may have thereto, being the same premises conveyed to the said R. Bellis by said Adams by his deed dated October 21st 1845. Or to wit and to wit the same to him the said John W. Adams his heirs executors administrators and assigns. In testimony whereof, we have hereunto set our hands and seals this eighth day of May A. D. 1847. Signed sealed and delivered in presence of
R. A. Alger, to-wit
1847. Personally appeared R. Bellis and Sarah R. Bellis above named and acknowledged the above instrument by them subscribed to be their free act and deed, before me

William A. Richardson Justice of the Peace
Middlesex ss May 24, 1847. Recd & Recorded by
Caleb Hoagden Reg.

A true copy
Attest
Caleb Hoagden Reg.

Know all men by these presents that we James F. Ames of Charleston, Thomas W. Smith and Andrew R. White both of Lowell all in the County of Middlesex and Commonwealth of Massachusetts in consideration of the sum of seven thousand thirty two dollars to us paid by the County of Middlesex the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey unto the said County of Middlesex a certain piece of land situated in said Lowell bounded and described as follows, viz: Beginning at the Northerly corner of S. J. and William Streets

R. Bellis
to
Adams
Return
Southern Registry
Book 512 Page 201
to
County of Middlesex
to
Middlesex
Southern Registry
Book 512 Page 201

thence running westerly by said Northam Street
 four hundred and fifty feet thence running easterly
 by a right angle with Northam Street one four
 direct fifty two and 5/100 feet to a main street thence
 running southerly by said so main street four
 hundred sixty six and 7/100 feet to John Street
 thence running westerly by said John Street two
 hundred and thirty and 9/100 feet to the point of
 beginning containing one hundred and six three
 and three hundred eighty four square feet more or
 less. Or have and to hold the above granted premises
 with the privilege and appurtenances thereto belong-
 ing to the said County of Middlesex or the assigns
 to the use and behoof forever. And we the said
 James Thomas Thomas Nesmith and Andrew Wheeler,
 you executors and our heirs executors and adminis-
 trators do covenant with the said County of Middlesex
 that we lawfully bought in fee of the above granted
 premises that they are free from all encumbrances that
 we have good right to sell and convey the same to the
 said County of Middlesex as aforesaid; and that we
 will and our heirs executors and administrators shall
 warrant and defend the same to the said County of
 Middlesex and assigns forever against the lawful claims
 and demands of all persons. In witness whereof we the
 said James Thomas Thomas Nesmith and Andrew
 Wheeler, and also so verdo to Nesmith the wife of
 Thomas Nesmith who hereby releases all her right of
 dower in the above premises her heirs and assigns
 heirs and assigns this twenty fourth day of May in the
 year of our Lord one thousand eight hundred and for-
 ty seven.

Signed sealed and delivered
 in presence of
 Josely to Nesmith
 to Jo. to Nesmith
 Maria B. Coffe to J. T.
 George W. Brown to J. T.

James Thomas
 Thomas Nesmith
 Andrew Wheeler
 so verdo to Nesmith
 1847 Thom Nesmith
 stated the above named
 James Thomas Nesmith and Andrew Wheeler
 and acknowledged the foregoing instrument to be their
 free act and deed to afore me.

Per Francis Justice of the Peace
 Middlesex Co. May 25 1847 Read & Recorded by
 Call Hoagden Reg.

A true copy,
 Attest
 [Signature]

Thomas all men by these presents
 that I John Koutstom of Boston in the County of
 Suffolk and Commonwealth of Massachusetts. New
 chant, in consideration of five hundred and thirty
 eight and 9/100 the dollars to me paid by William Brown
 of Boston in the County of Middlesex, Manufacturer the
 receipt whereof is hereby acknowledged do hereby give grant
 bargain sell and convey unto the said John Nesmith
 and assigns forever my undivided half of the follow-
 ing described piece or parcel of land situate in said
 County in the County of Suffolk and in the City of
 Boston and on the corner of Fayette and South Streets
 and thus bounded to wit Beginning at the South
 westerly corner of the premises hereby conveyed and at
 the corner of South and Fayette Streets thence easterly on
 said South St on the North side thereof Sixty four
 feet to a stake thence southerly thirty seven & 5/100
 feet to a stake on point thereof westerly Sixty four feet
 to said Fayette Street thence on said Fayette Street
 southerly thirty six feet to the front of Beginning con-
 taining two thousand three hundred and eighty four
 and 1/10 square feet. Or have and to hold the above
 granted premises with the privilege and appurten-
 ances thereto belonging to the said Brown his heirs
 and assigns to their use and behoof forever. And I
 the said Koutstom for myself and my heirs executors
 and administrators do covenant with the said Brown
 his heirs and assigns that I am lawfully bought in
 fee of the above granted premises that they are free
 from all encumbrances & that I have good right to
 sell and convey the same to the said Nesmith as
 aforesaid; and that I will and my heirs executors
 and administrators shall warrant and defend the

MARIN

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MCP PHASE I INITIAL SITE
INVESTIGATION REPORT
FOR
LOWELL SUPERIOR COURTHOUSE
360 GORHAM STREET
LOWELL, MASSACHUSETTS

Prepared for:

COMMONWEALTH OF
MASSACHUSETTS
DIVISION OF CAPITAL ASSET
MANAGEMENT (DCAM)
BOSTON, MASSACHUSETTS

Date: June 14, 2002

Prepared by:

MARIN ENVIRONMENTAL, INC.
LAKESIDE OFFICE PARK
599 NORTH AVENUE, SUITE 6-4
WAKEFIELD, MA 01880

Reference No.
MBA2-0021-030



**THANK YOU FOR REVIEWING THE
PROPERTY INFORMATION PACKAGE. WE
LOOK FORWARD TO YOU PARTICIPATING
IN 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

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