JJ Manning AUCTIONEERS

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

PROPERTY INFORMATION PACKAGE #26-2250

ABSOLUTE AUCTION

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

482-542 HAVERHILL ST., ROWLEY, MA

2.538+/- ACRE WOODED PARCEL
Abuts 104+/- acres of Conservation Land, Close to Rt. 1 & I-95
Permitting: 4 Units/Acre As-Of-Right Through AHA
Selling to the Highest Bidder, Regardless of Price

WEDNESDAY, DECEMBER 2 AT 11AM

Auction Site: Boston Marriott Burlington
One Burlington Mall Road, Burlington, MA 01803

Site Tour: Wednesday, November 18 (10am-11am)

MA Auc. Lic. #111



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CHAPTER 150 OF THE ACTS OF 2024 – SEC. 121 & 122

JJ Manning AUCTIONEERS

AUCTIONEER'S DISCLAIMER

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

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

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

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made, subject to the Purchase & Sale Agreement.

Marketing | Experience | Integrity | Results
Since 1976

STATE LAND FOR HOMES AUCTION

October 21, 2026

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 surplus state-owned real estate located at 482-542 Haverhill St., Rowley, MA. The property has good frontage and abuts 104 acres of Town-owned conservation land. It's close to Route 1 & I-95 and across the road from an existing housing subdivision.

DCAMM has chosen auction, the accelerated method of marketing, for the sale of this fabulous property. Their decision allows you to set the market price for this 2.538+/- acre site 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.

As you know, the property is being sold "AS IS," with all faults and without warranty of any kind, whatsoever. Be sure to attend the scheduled Property Tour. There is a large amount of information in this Property Information Package (PIP), please review it carefully. The auction will be held at Boston Marriott Burlington (One Burlington Mall Road, Burlington, MA 01803) on Wednesday, December 2, 2026 at 11:00am. Don't miss it!

This property is being sold for housing purposes through the Affordable Homes Act, Chapter 150 of the Acts of 2024 (AHA). The deed will include a reversionary interest held by the Commonwealth. The deed will include a requirement that at least 10% of units (no less than one unit) be made affordable to households earning up to 80% of area median income.

Of note, Section 122 of the AHA requires municipalities to allow as-of-right the residential use of surplus land for housing purposes. Municipalities may impose reasonable regulations concerning the bulk and height of structures and determining yard sizes, lot area, setbacks, open space and building coverage requirements and a city or town may require site plan review. The city or town shall permit not less than 4 units of housing per acre. We recommend consulting the AHA and Executive Office of Housing and Livable Communities Regulations 760 CMR 77.00: Surplus Real Property, which may be found at https://www.mass.gov/info-details/state-land-for-homes-initiative.

The 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 Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the 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 $20,000 certified deposit check made out to yourself and bring it with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

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

Sincerely,

Justin J. Manning, CAI, AARE
President

TERMS & CONDITIONS

ABSOLUTE AUCTION

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

482-542 HAVERHILL ST., ROWLEY, MA

2.538+/- ACRES OF LAND ~ Permitting: 4 Units/Ac As-Of-Right Through AHA

Selling to the Highest Bidder, Regardless of Price

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Site Tour: Wednesday, November 18 (10am-11am)

MA Auc. Lic. #111

Terms of Sale: 10% deposit of the Contract Sales Price of which Twenty Thousand Dollars ($20,000) must be presented in certified or bank check at the auction. In the event the Total Purchase Price, inclusive of Buyer's Premium, is less than $200,000, the deposit shall be $20,000. Remainder of the 10% deposit in personal or business check at the conclusion of the auction when you sign the Purchase & Sale Agreement. Balance is due at closing, and the closing is in 50 days, subject to the P&S.

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

B. Closing will take place on or before 50 days from the auction, subject to the Purchase and Sale Agreement.

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 "AS IS," with all faults and without warranty of any kind, whatsoever. You must rely on your own inspection and judgment when bidding on this property.

E. 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.

F. The property is being sold "Absolute" to the high bidder regardless of price.

G. 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!

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

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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*.

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: December 2, 2026

b. SELLER:

Commonwealth of Massachusetts
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts, 02108
Attention: Warren Madden, Senior Project Manager

Phone: (857) 319-7573
Email: Warren.Madden@mass.gov

With a copy to:

Commonwealth of Massachusetts
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts, 02108
ATTENTION: Brianna Whitney, General Counsel

Phone: (857) 972-4609
Email: Brianna.Whitney@mass.gov

c. BUYER:

Name: _____

Address: _____

_____

Attention: _____

Phone: _____

Email: _____

d. AUCTIONEER: JEROME J. MANNING & CO., INC.

e. PARTIES: Collectively, Seller and Buyer.

f. PROPERTY: The parcel shown as "Lot 1", on the plan entitled "Plan of Land for 482-

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Buyers Initials_____

542 Haverhill Street, Rowley, MA, dated October 28, 2025 (attached as **Exhibit A**) including any buildings, structures, and improvements and any fixtures belonging to Seller and located thereon.

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

$_____ , of which:

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

$_____ are to be paid at the time of delivery of the deed in cash, or by certified, cashiers, treasurers or bank check.

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

i. CLOSING DATE: January 21, 2027, 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. Not less than ten percent (10%) of housing units on the Property shall be affordable to households with incomes at or below eighty percent (80%) of the area median income, adjusted for household size; provided, however, that in no event shall fewer than one (1) unit be affordable to households with an income at or below eighty percent (80%) of the area median income, adjusted for household size.
c. Provisions of the Act including, but not limited to, Section 122 of the Act which allows housing as of right at not less than four units per acre;
d. Provisions of existing building and zoning, to the extent they do not conflict with the Act, and environmental laws and regulations;
e. Any liens for municipal betterments;
f. Any taxes for the current fiscal year whether or not due and payable prior to the Closing Date;
g. Easements, restrictions, reservations, encumbrances, utility lines, drainage rights and all other matters of record or otherwise shown on a survey plan of the Property, if any.

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Buyers Initials_____

4. PLANS

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

5. PURCHASE PRICE; BUYER RESPONSIBLE FOR CERTAIN COSTS

a. The agreed Purchase Price for the Property is set forth in Section 1 above and shall be paid in accordance with the provisions of this Agreement.

b. Buyer shall be responsible for all transaction costs and expenses ("**Transaction Expenses**") including, but not limited to, title review, appraisals, surveys, plans, studies, filings and recording and any other expenses relating to the sale of the Property, as deemed necessary by Seller, in Seller's sole discretion, and shall be paid upon request of Seller, but in no event later than the Closing Date.

6. NO ADJUSTMENTS

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

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

a. The Deed is to be delivered at 11:00 AM ET on the Closing Date above at the office of Seller, subject to Seller's rights under Section 8 below, unless otherwise agreed upon in writing by the Parties.

b. On the Closing Date, Buyer shall execute, acknowledge and/or deliver to Seller such documents as may be reasonably requested by Seller in order to effect the sale and conveyance contemplated by this Agreement, including, without, limitation:

i. A Beneficial Interest Disclosure Statement in accordance with the requirements of M.G.L. Chapter 7C, Section 38, in the form attached hereto as **Exhibit B;**

ii. A MEPA Agreement, in the form attached hereto as **Exhibit C;**

iii. A FinCEN Designation Agreement, in the form attached hereto as **Exhibit D**;

iv. 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 make conveyance and to deliver possession of the Property, as herein stipulated, and all other conditions for closing are satisfied prior to the Closing Date, then Buyer and Seller may agree, in writing, to accelerate the Closing Date to the date.

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9. FAILURE TO CONVEY OR DELIVER POSSESSION

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

10. BUYER'S ELECTION TO ACCEPT TITLE

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

11. ACCEPTANCE OF DEED

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

12. PROPERTY SOLD "AS IS"

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

13. ENVIRONMENTAL RELEASE AND INDEMNIFICATION COVENANT

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

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Buyers Initials_____

(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

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of doubt the foregoing release and indemnification shall be recited in all subsequent deeds, leases (but not residential leases), easements, mortgages and any other instrument evidencing a transfer of an interest in the Property and is applicable during all times the Property is not used as a primary residence. Buyer acknowledges and agrees for itself and for all subsequent holders of an interest in the Property, and the successors and assigns of any of them, that the receipt of the foregoing release and indemnification was a material inducement for the transfer of the Property by DCAMM and the Commonwealth of Massachusetts. Said transfer to the Buyer was part of the Commonwealth of Massachusetts plan for the orderly redevelopment of the Property for productive use, and as such, the foregoing release and indemnification shall be deemed to touch and concern the land. By acceptance of a deed, lease, easement, mortgage or other instrument evidencing a transfer of an interest in the Property, Grantee and every subsequent holder of an interest in the Property shall be deemed to have accepted the provisions of the foregoing release and indemnification.

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

14. NO WARRANTIES AND REPRESENTATIONS BY SELLER

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

15. INSURANCE

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

16. NO CONTINGENCIES

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

17. DEPOSIT

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

18. BUYER'S DEFAULT

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

19. BUYER'S REPRESENTATION REGARDING BROKER

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

20. NO LIABILITY OF COMMONWEALTH EMPLOYEES

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

21. NOTICES

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

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

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

22. CONSTRUCTION OF AGREEMENT

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

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

23. APPLICABLE LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Any action brought by either party with respect to this Agreement shall be brought in and the sole place of venue and jurisdiction for said action shall be brought in the state courts within the Commonwealth of Massachusetts.

24. NO ASSIGNMENT

Buyer shall not be permitted to assign its rights, obligations, or interests under this Agreement without prior written approval from Seller, which approval shall be in Seller's sole discretion. Any such attempted assignment without

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Buyers Initials_____

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,

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Buyers Initials_____

without limitation, in this Agreement, Buyer establishes that Buyer is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

List of Exhibits:
Exhibit A: Plan of Land
Exhibit B: Form Beneficial Interest Disclosure Form
Exhibit C: Form MEPA Agreement
Exhibit D: FinCEN Designation Agreement

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

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Buyers Initials_____

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: _____

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EXHIBIT A
THE PLAN

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Buyers Initials_____

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Buyers Initials_____

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)

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EXHIBIT C
MEPA AGREEMENT

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Property Address:482-542 Haverhill Street, Rowley, MA

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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 of [SPELLED DOLLAR AMOUNT] ($[0,000.00]) 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 at482-542 Haverhill Street, Rowley, Massachusetts, and consisting of 2.538± acres, shown as "Lot 1" (the "**Property**") on the plan entitled "482-542 Haverhill Street, Rowley, MA" recorded with the Southern Essex 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. 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.

II. 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.

(b) Not fewer than ten percent (10%) of housing units on the Property shall be affordable to households with incomes at or below eighty percent (80%) of the area median income, adjusted for household size; provided, however, that in no event shall fewer than one (1) unit be affordable to households with an income at or below eighty percent (80%) of the area median income, adjusted for household size.

(c) Such housing units shall be designated and preserved as affordable units by affordable housing restriction under Chapter 184 of Massachusetts General Laws or other deed restriction. At the request of the Town of Rowley or the Executive Office of Housing and Livable Communities, Grantee shall meet the requirements to be included on the Executive Office of Housing and Livable Communities Subsidized Housing Inventory for such housing units.

(d) Grantee shall enter into a contract, mortgage agreement, deed restriction, or other legal instruments acceptable in form and substance to the Executive Office of Housing and Livable Communities, that restricts occupancy of any affordable housing unit on the Property to a qualified purchaser or renter and which provides for administration, monitoring, enforcement of the restriction, and monitors compliance with requirements including affirmative marketing and income monitoring, during the term of affordability.

III. Reverter

If, following the earliest occurrence of: (i) the issuance of a certificate of occupancy or (ii) thirty six (36) months 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 Southern Essex 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

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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 III(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 Southern Essex 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

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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 Southern Essex 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.

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(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]

IV. 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,

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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 an 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

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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.

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For title see Southern Essex Registry deed Book 4607, Page 159.

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)

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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: _____

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THE COMMONWEALTH OF MASSACHUSETTS
STATE LAND FOR HOMES

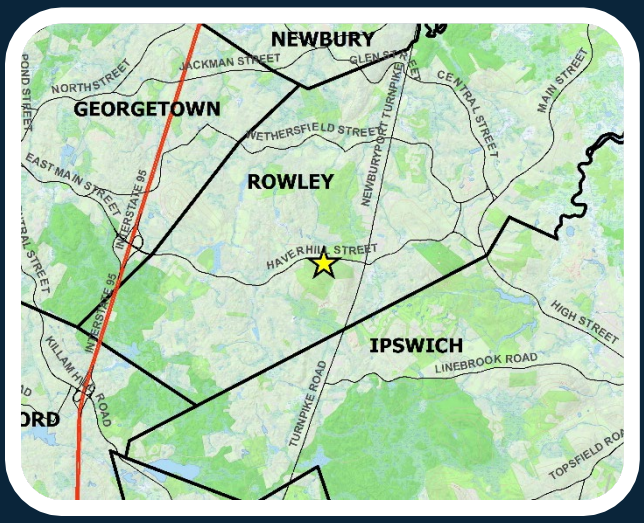
Governor Maura Healey & Lt. Governor Kim Driscoll

482-542 Haverhill Street, Rowley

PROPERTY OVERVIEW

Close to Route 1 and I-95 and across the road from an existing housing subdivision. The parcel has good frontage and abuts 104 acres of town-owned conservation land.

Size: ±2.538 acres
Anticipated Release: Auction in late 2026
Permitting: 4 units/acre minimum through AHA
Utilities Assumed*: Electric / Water
*Proposers are responsible for confirming available utilities.



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

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

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& Plans C.C.D. 3066
See Pl.B.
93 Pl.15

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. County Commissioners

See B. 4609 P. 26
Entry

October 6, 1959

The Selectmen of the town of Rowley, in the County of Essex, Massachusetts, by their petition to said Commissioners, represent that the highway known as Haverhill Street, from the easterly end of the 1950 alteration near Leslie Road to the old Newburyport Turnpike, is unsuited to the present requirements of travel, and that common convenience and necessity require that the said highway be widened, straightened, laid out, altered or relocated, and that specific repairs be made thereon, and pray that after due notice and a hearing the County Commissioners may lay out, alter or relocate the said highway, order specific repairs thereon, and discontinue any portion thereof which by reason of their action may no longer be required, all as in their judgment may be necessary.

This petition was entered on July 1, 1958, and notice was ordered given to all persons and corporations interested therein of the time and place when and where the Commissioners would meet for the purpose of viewing the premises and making such order in relation to the prayer of said petition as by law they may be authorized to do, as by their order of notice on file and of record will more fully appear.

And on September 15, 1959, the County Commissioners did adjudge that common convenience and necessity require the alteration of said highway from beginning of October 31, 1950, alteration easterly about forty one hundred (4100) feet, and thence the said petition has been continued to this time. And now the said Commissioners make return of their proceedings in the matter as follows:-

At the time of the hearing upon the petition for altering said highway, no person interested having objected, we, the County Commissioners for said County, did proceed to alter said highway as prayed for in said petition. And the following is a true description of the highway as hereby altered:-

NORTHERLY LINE: Beginning at a stone bound which marks the beginning of the 1950 alteration, thence running N. 70° 45' 10" E. sixty three and eighty four one-hundredths (63.84) feet;
thence curving to the right and running two hundred sixty six and forty two one-hundredths (266.42) feet on an arc of a circle having a radius of ten hundred sixty and no one-hundredths (1060.00) feet;
thence N. 85° 09' 13" E. one hundred eighty nine and ninety seven one-hundredths (189.97) feet;
thence curving to the left and running three hundred fifteen and ninety five one-hundredths (315.95) feet on an arc of a circle having a radius of one thousand feet and no one-hundredths of a foot (1000.00 feet);
thence N. 67° 03' 03" E. seven hundred eleven and ninety seven one-hundredths (711.97) feet;
thence curving to the right and running six hundred forty and twenty five one-hundredths (640.25) feet on an arc of a circle having a radius of twelve hundred sixty and no one-hundredths (1260.00) feet;

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thence S. 83° 50' 06" E. one hundred twenty seven and no one-hundredths (127.00) feet;
thence curving to the right and running three hundred sixty two and seventy one-hundredths (362.70) feet on an arc of a circle having a radius of ten hundred sixty and no one-hundredths (1060.00) feet;
thence S. 64° 13' 48" E. three hundred fifty one and fifty six one-hundredths (351.56) feet;
thence curving to the left and running three hundred thirty two and ninety three one-hundredths (332.93) feet on an arc of a circle having a radius of twelve hundred feet and no one-hundredths of a foot (1200.00 feet);
thence S. 80° 07' 34" E. six hundred ninety three and no one-hundredths (693.00) feet. The above described line to be the northerly line of the highway as hereby altered.

SOUTHERLY LINE: Beginning at a point bearing S. 19° 14' 50" E. sixty and no one-hundredths (60.00) feet from the point of beginning of the above described northerly line, thence running N. 70° 45' 10" E. sixty three and eighty four one-hundredths (63.84) feet;
thence curving to the right and running two hundred fifty one and thirty four one-hundredths (251.34) feet on an arc of a circle having a radius of one thousand feet and no one-hundredths of a foot (1000.00 feet);
thence N. 85° 09' 13" E. one hundred eighty nine and ninety seven one-hundredths (189.97) feet;
thence curving to the left and running three hundred thirty four and ninety one one-hundredths (334.91) feet on an arc of a circle having a radius of ten hundred sixty and no one-hundredths (1060.00) feet;
thence N. 67 ° 03' 03" E. seven hundred eleven and ninety seven one-hundredths (711.97) feet;
thence curving to the right and running six hundred nine and seventy seven one-hundredths (609.77) feet on an arc of a circle having a radius of twelve hundred feet and no one-hundredths of a foot (1200.00 feet);
thence S. 83° 50' 06" E. one hundred twenty seven and no one-hundredths (127.00) feet;
thence curving to the right and running three hundred forty two and seventeen (342.17) feet on an arc of a circle having a radius of one thousand feet and no one-hundredths of a foot (1000.00 feet);
thence S. 64° 13' 48" E. fifty six (56) feet, plus or minus, to a point in the wall as it now stands. The five above described courses and the intervening arcs being respectively parallel to or concentric with and sixty and no one-hundredths (60.00) feet distant at right angles or radially from corresponding courses and arcs in the above described northerly line;
thence along the wall as it now stands about fourteen hundred and four (1404) feet, plus or minus, to a point which bears S. 9° 52' 26" W. sixty and no one-hundredths (60.00) feet from the terminus of the above described northerly line. The above described line to be the southerly line of the highway as hereby altered.

Laying all the lands between the above described lines into the highway, so that the same shall be as shown on a plan filed herewith and deposited in the office of the County Engineer, bearing

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the record number 2902, which plan is made a part of this decree and reference may be had to it for a more particular description.

And an easement for all the purposes of a public highway is hereby taken in the following lands under authority of Chapter 79 of the General Laws and Acts in amendment thereof and in addition thereto:

NORTHERLY SIDE.

A parcel of land supposed to be owned by Frances A. Carey, bounded northerly by the northerly line of the highway as hereby altered about ninety three (93) feet, easterly by land of Ricker about eight (8) feet, southerly by Haverhill Street about ninety three (93) feet, westerly by land of Casey seven (7) feet.

Two parcels of land supposed to be owned by Howard A. Ricker, first parcel bounded northerly by the northerly line of the highway as hereby altered about nine hundred sixty three (963) feet, southerly by Haverhill Street about nine hundred seventy (970) feet, westerly by land of Carey about eight (8) feet; second parcel bounded northerly by the northerly line of the highway as hereby altered about two hundred sixteen (216) feet, southerly by Haverhill Street about two hundred sixteen (216) feet.

A parcel of land supposed to be owned by Howard A. Ricker Jr. and M. Elizabeth Ricker, bounded northerly by the northerly line of the highway as hereby altered about four hundred forty three (443) feet, southerly by Haverhill Street about four hundred forty four (444) feet.

SOUTHERLY SIDE.

A parcel of land supposed to be owned by James V. Bowen and Marjorie P. Bowen, bounded northerly by Haverhill Street about two hundred twenty three (223) feet, southerly by the southerly line of the highway as hereby altered about two hundred twenty three (223) feet, westerly by the 1950 alteration of Haverhill Street about eight (8) feet.

A parcel of land supposed to be owned by Raymond H. Stringer and Priscilla Stringer, bounded northerly by Haverhill Street about two hundred twenty one (221) feet, easterly by land supposed to be owned by Haley about nine (9) feet, southerly by the southerly line of the highway as hereby altered about two hundred twenty (220) feet.

A parcel of land supposed to be owned by Winfield Haley, bounded by Haverhill Street about one hundred seventy (170) feet, easterly by land supposed to be owned by Britton about four (4) feet, southerly by the southerly line of the highway as hereby altered one hundred sixty nine (169) feet, westerly by land of Stringer about nine (9) feet.

A parcel of land supposed to be owned by Henry W. Britton and Edith H. Britton, bounded northerly by Haverhill Street about three hundred ninety seven (397) feet, southerly by the southerly line of the highway as hereby altered about three hundred ninety six (396) feet, westerly by land supposed to be owned by Haley about four (4) feet.

A parcel of land supposed to be owned by Phineas Dodge Est., bounded northerly by Haverhill Street about one hundred forty two

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(142) feet and one hundred ninety nine (199) feet, southerly by the southerly line of the highway as hereby altered about three hundred thirty six (336) feet.

And there is further hereby taken an easement for all the purposes of a public highway in any and all other lands by whomsoever owned lying within the limits of the highway as hereby altered.

The parcels of land in which an easement is hereby taken are supposed to be the property of the owners as stated, but said easement is taken whether the ownership, measurements and areas herein given are stated correctly or not.

And all portions of the existing highway lying outside the lines as herein established and between the termini above mentioned are hereby discontinued.

And we have caused permanent stone monuments, each bearing on its top the letters E. C., to be set at the termini, angle points and points of curve in the above described lines, the required point in each case being marked by the center of the back of the monument, which is set wholly within the highway.

And the abutting owners are allowed thirty days to remove from within the location all timber, wood, trees or other property.

And we have determined and awarded the damages sustained by persons in their property by reason of said alteration, as follows, viz: Nothing. However, should any damages be awarded, they shall be paid out of the treasury of the Town of Rowley, and should the county be put to any legal expense, or any other expense relating to damages, or any further damages be recovered, they shall be paid out of the treasury of said town.

And it is determined by the County Commissioners that the town of Rowley shall on or before the thirty first day of January, A. D. 1962, work out the highway as hereby altered, and shall build a roadway at least twenty four (24) feet wide with five (5) foot gravel shoulders, said roadway to be two and one-half (2 1/2) inches of bituminous concrete on a surface treated base, or similar type as the Commissioners may approve, and they shall make all necessary provisions for subsoil and surface water, erect guard rails as and where required, and shall shape and surface the said roadway so that the same may at all times be safe and convenient for travel, and wherever so required by abutting owners shall set back walls and fences to the lines herein established, and set, as and where indicated on the plans, the stone monuments which will be furnished by the County of Essex, all to the reasonable directions and requirements of the said County Commissioners.

And the Commissioners will reimburse the Town of Rowley in a part of the cost of the work herein authorized.

4607
163

4607
163

And the petition insofar as it pertains to a further change in street lines is left open for further action.

And the said road shall be known as a public highway forever.

And the said Commissioners order that this return be recorded and that all the matters therein ordered be done and performed accordingly.

IN TESTIMONY WHEREOF, we have hereunto set our hands this sixth day of October in the year of our Lord One thousand nine hundred and fifty nine.

Edward H. Cahill

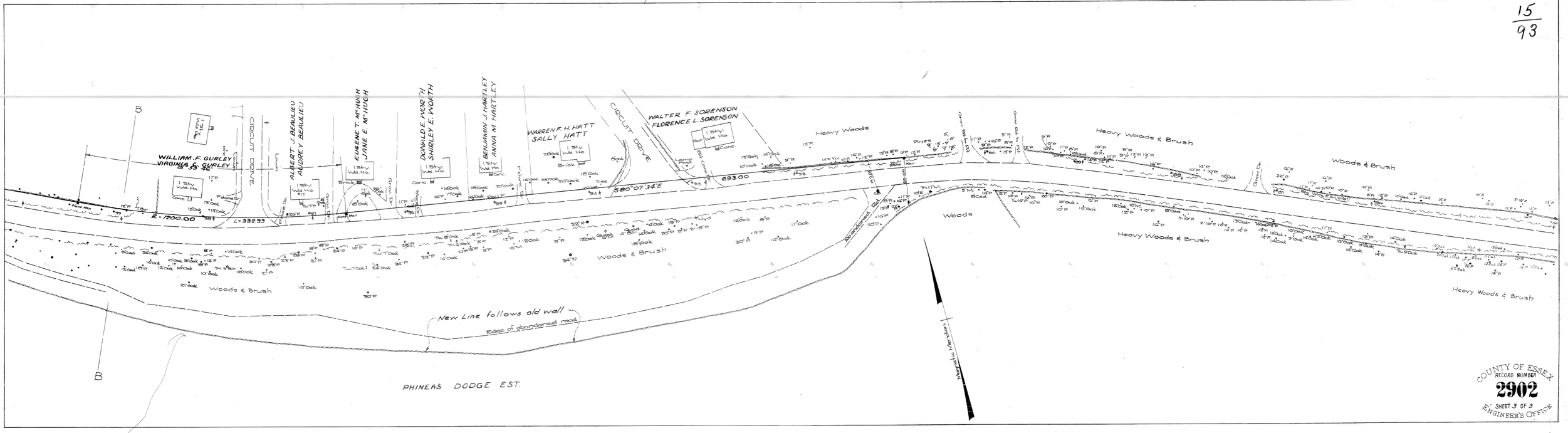
C. F. Nelson Pratt
County Commissioners

A true copy. Attest: Barbara A. Chapman
Deputy Asst. Clerk.

Essex ss. Recorded Oct. 8, 1959. 38 m. past 11 A.M. #90

C-6

15/93



COUNTY OF ESSEX
RECORD NUMBER
2902
SHEET 3 OF 3
ENGINEER'S OFFICE

Part I

Title VI

Chapter 34B

Section 1

Section 1. The government of each of the following counties, in this chapter called an "abolished county" is hereby abolished as of the following date, in this chapter called the "transfer date", or on such earlier date 30 days after the commissioner of revenue certifies in writing that the county has failed to make a required payment on an outstanding bond or note: (a) Middlesex county, as of July 11, 1997; (b) Hampden and Worcester counties, as of July 1, 1998; (c) Hampshire county, as of January 1, 1999; provided, however, that all functions, duties and responsibilities for the operation and management of the jail, house of correction and registry of deeds of Hampshire county and all duties and responsibilities for operation and management of property occupied primarily by the sheriff, registry of deeds and the trial courts in Hampshire county are hereby transferred to the commonwealth, effective September 1, 1998, subject to the provisions of this chapter; (d) Essex county as of July 1, 1999; and (e) Berkshire county on July 1, 2000, but all functions, duties and responsibilities for the operation and management of the registries of deeds of Suffolk and Berkshire counties

and all duties and responsibilities for the operation and management of property occupied primarily by the registries of deeds in Berkshire and Suffolk counties are hereby transferred to the commonwealth, effective on July 1, 1999, subject to the provisions of this chapter.

Part I

Title VI

Chapter 34B

Section 6

Section 6. (a) Notwithstanding the provisions of any general or special law to the contrary, all rights, title and interest in real and personal property owned or held by an abolished county immediately before the transfer date, or owned or held by the Suffolk and Berkshire counties' registries of deeds immediately before July 1, 1999, or, in Hampshire county, immediately before the date of transfer of certain Hampshire county functions and properties pursuant to section 1, including without limitation, all courthouses, registries of deeds, registries of probate, and all other county buildings, and the land on which they are situated and any parking facilities, fixtures and improvements located thereon or appurtenant thereto, shall be transferred to the commonwealth as of the transfer date, or on July 1, 1999 for the Suffolk and Berkshire counties' registries of deeds, except as otherwise provided in this chapter. Such transfer and all buildings, lands, parking facilities, fixtures and improvements shall be subject to the provisions of chapter 7 and the jurisdiction of the commissioner of capital asset management and maintenance as provided therein, except as otherwise provided in this

chapter; and provided, however, that the buildings and land of the county courthouses so transferred shall be controlled by said commissioner on behalf of the commonwealth and shall be operated and maintained by the office of the court administrator of the trial court subject to the general superintendence of the supreme judicial court.

(b) The transfer under this section shall be effective and shall bind all persons, with or without notice, without any further action or documentation. Without derogating from the foregoing, the commissioner of capital asset management and maintenance may, from time to time, execute and record and file for registration with any registry of deeds or the land court, a certificate confirming the commonwealth's ownership of any interest in real property formerly held by an abolished county pursuant to the provisions of this section.

(c) The Hampshire council of governments is hereby authorized to retain the following property: the historic courthouse at 99 Main street in the city of Northampton, the Hampshire Care nursing facility on River Road in Leeds, and the land on which they are situated as currently platted, and the fixtures and improvements located thereon; provided, however, that the commonwealth shall assign no fewer than ten parking spaces in the Gothic Street Parking lot to the Hampshire council of governments, to be distributed at the discretion of the Hampshire council of governments; and provided, further, that in the event that said council has an aggregate equalized valuation as certified by the commissioner of revenue pursuant to section 10 of chapter 58, as of January 1, 1996, of less than 30 per cent of the total equalized valuation of municipalities in the county on such date, said property shall revert to the commonwealth. Said council shall, in consultation with the court administrator of the trial court and the commissioner of the division of asset management and maintenance,

provide for the lease or rental of space in the historic courthouse now occupied by the law library for use and occupancy of the trial court law library for a period of 99 years at nominal cost, and shall allow the trial court to schedule use of the court room to the extent needed by said court up to two times the number of days used by the trial court in fiscal year 1998; and provided further that any lease agreement shall be subject to the approval of the commissioner of the division of asset management and maintenance.

(d) All rights, title and interest in real property that were held by counties for county road purposes on the date that the county was abolished, in this chapter called county roads, are hereby transferred from the commonwealth as provided in this subsection. For any abolished county that has a successor council of governments, rights, title and interest are hereby transferred to the successor council of governments. For any abolished county that has no successor council of governments title is hereby transferred to the respective towns in which the interests lie. Rights, title and interest in the following properties shall not be transferred under this subsection:—

(1) The fee interest in and to a parcel of land in the city known as the town of Agawam bounded on the east by the low water mark of the Connecticut river, on the south by land now or formerly of Kuzmierz, on the west by River road, and on the north by the extent of the holding of the abolished county, which is in the vicinity of land located across River road and now or formerly of Vanotti, all as shown on "Profile Sheets" numbers 13 to 16, inclusive, in a set of plans of the department of highways, titled "Commonwealth of Massachusetts, Massachusetts Highway Department, Transportation Improvement Project Connecticut

River Walk and Bikeway, in the Town of Agawam," project file number 601296, and stamped "received" by the Agawam planning board on October 26, 2000.

(2) A right of way containing approximately 0.48 acres in the town of Concord, as authorized by chapter 294 of the acts of 1947, providing public access to White pond, a great pond, in the towns of Concord and Sudbury, a great pond, along Plainsfield road.

(3) The fee interest in certain parcels of land in the city of Peabody and the towns of Middleton and Topsfield containing approximately 141 acres, taken or acquired for conservation purposes, of which approximately 34.02 acres located in the city of Peabody, approximately 97.99 acres located in the town of Middleton and approximately 9.17 acres located in the town of Topsfield, located along the Ipswich river and Norris Brook, as shown on maps of the assessor of the city of Peabody on Map 1, Lot 28 (6.4 acres); Map 1, Lot 29 (2.70 acres); Map 2, Lot 1 (9.370 acres); Map 5, Lot 1A (3.76 acres); Map 10, Lot 19 (0.35 acres); Map 10, Lot 20 (0.34 acres); Map 10, Lot 21 (0.35 acres); Map 10, Lot 22 (0.35 acres); Map 10, Lot 23 (0.35 acres); Map 10, Lot 24 (0.35 acres); Map 10, Lot 25 (0.35 acres); Map 10, Lot 26 (0.35 acres); Map 10, Lot 27 (0.35 acres); Map 10, Lot 28 (0.35 acres); Map 10, Lot 29 (0.35 acres); Map 10, Lot 30 (0.35 acres); Map 10, Lot 31 (0.69 acres); Map 10, Lot 32 (.58 acres); Map 10, Lot 33 (0.34 acres); Map 11, Lot 23 (0.35 acres); Map 16, Lot 55 (0.40 acres); Map 16, Lot 56 (0.38 acres); Map 16, Lot 57 (0.35 acres); Map 16, Lot 58 (0.35 acres); Map 16, Lot 59 (0.35 acres); Map 16, Lot 60 (0.35 acres); Map 16, Lot 61 (0.35 acres); Map 16, Lot 62 (0.35 acres); Map 16, Lot 63 (0.39 acres); Map 16, Lot 64 (0.42 acres), and on maps of the assessor of the town of Middleton on Map 8, Lot 14 (.9 acres); Map 13, Lot 36 (0.25 acres); Map

13, Lot 37 (12.9 acres); Map 13, Lot 40 (20.7 acres); Map 13, Lot 41 (11.7 acres); Map 13, Lot 44B (2.258 acres); Map 13, Lot 105 (5.53 acres); Map 13, Lot 112 (3.4 acres); Map 13, Lot 113 (2.68 acres); Map 19, Lot 23 (3.68 acres); Map 19, Lot 105 (1.22 acres); Map 26, Lot 13A (6.89 acres); Map 32, Lot 54 (10.02 acres); Map 32, Lot 55 (10.47 acres); Map 33, Lot 45 (5.4 acres), and on maps of the assessor of the town of Topsfield on Map 57, Lot 6 (8.33 acres) and Map 65, Lot 30 (0.843 acres).

(4) A right of way containing approximately 3.38 acres in the city of Springfield, as authorized by chapter 341 of the acts of 1951, providing public access to Five Mile pond, a great pond, along Boston road.

(5) A right of way containing approximately 0.45 acres in the city of Springfield, as authorized by chapter 343 of the acts of 1951, providing public access to Loon pond, a great pond, along Pasco road.

(6) A right of way containing approximately 0.06 acres in the town of Brimfield, as authorized by chapter 258 of the acts of 1948, providing public access to Little Alum pond, a great pond, along Little Alum road.

(7) A right of way containing approximately 0.014 acres in the town of Wilbraham, as authorized by chapter 253 of the acts of 1955, providing public access to Nine Mile pond, a great pond, along Pond road.

(8) A right of way containing approximately 0.30 acres in the town of Belchertown, as authorized by chapter 339 of the acts of 1954, providing public access to Metacomet lake, a great pond, along Poole road.

(9) A right of way containing approximately 1.87 acres in the town of Huntington, as authorized by chapter 254 of the acts of 1955, providing public access to Norwich lake, a great pond, along Pisgah road.

(10) Any interest in and to 2 parcels of land in the town of Wayland, containing approximately 2.2 acres and 5.9 acres respectively, shown on assessors map number 17 of the town of Wayland as "county commissioners" and bounded by Old Sudbury road, the Sudbury river, and River road.

(11) Any interest in land associated with a parking area along Farm road and a right of way, containing approximately 0.39 acres, in the town of Sherborn, as authorized by chapter 374 of the acts of 1946, providing parking and public access to Little pond, a great pond, along Farm road.

(12) A right of way containing approximately 2.30 acres in the town of Hardwick, as authorized by chapter 371 of the acts of 1958, providing public access to Hardwick pond, a great pond, along Greenwich road.

(13) A right of way containing approximately 0.36 acres in the city of Springfield, as authorized by chapter 342 of the acts of 1951, providing public access to Lake Lorraine, a great pond, along Lorimer street.

(14) The fee interest in and to a parcel of land in the town of West Boylston containing approximately 41.56 acres, located along River road at or near Quinapoxet river and the Wachusett reservoir, as shown on the West Boylston assessors map 122–1, and as described in a deed recorded at the Worcester district registry of deeds in book 2146 at page 20.

(15) The fee interest in and to a parcel of land in the town of West Boylston containing approximately 34 acres and an associated thirty-foot wide right of way running from Paul X. Tivnan drive to said parcel, shown as "Parcel D" and "30' Right of Way" on a plan titled "Plan of Land in West Boylston, Massachusetts Owned By Commonwealth of Massachusetts," dated November 4, 1999, and prepared by R. W. Hart Associates of Northborough.

(16) Any interest in real estate transferred by legislation enacted subsequent to the abolition of the county in which it is located and before January 1, 2007.

(e) In cases where it is unclear whether or not an interest in real estate was held for county road purposes on the date that a county was abolished, a written determination executed by the commissioner of capital asset management and maintenance shall settle the matter. The determination may be recorded in the appropriate registry of deeds and shall be final and binding on all parties.

(f) Records of county roads situated within the boundaries of any abolished county are hereby transferred to the registry of deeds for the respective county or, if the abolished county has a successor council of governments, to the successor council of governments.

RECEIVED

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH MAR 3 1 2025

MASS. HIST. COMM
RC.76578

APPENDIX A MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD
BOSTON, MASS. 02125
617-727-8470, FAX: 617-727-5128

PROJECT NOTIFICATION FORM

Project Name: Rowley - Disposition (5 +/- acres)

Location / Address: 482-542 Haverhill Street

City / Town: Rowley, MA

Project Proponent

Name: Division of Capital Asset Management and Maintenance

Address: One Ashburton Place, 15th Floor

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

After review of MHC files and the materials you submitted, it has been determined that this project is unlikely to affect significant historic or archaeological resources.

Brona Simon 4/30/25

Brona Simon Date
~~Executive Director~~
State Historic Preservation Officer
~~Massachusetts Historical Commission~~

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

Agency Name	Type of License or funding (specify)

Project Description (narrative):

The 482-542 Haverhill Street property is a 5+/- parcel of former County land. The subject parcel is undeveloped.

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

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

There are no known structures on the site.

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

There are no known buildings structures on the site.

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

Unknown

APPENDIX A (continued)

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

None to my knowledge. The subject parcel is an undeveloped out-piece of former County land.

What is the total acreage of the project area?

Woodland	5+/ acres	Productive Resources:	
Wetland	acres	Agriculture	acres
Floodplain	acres	Forestry	acres
Open space	acres	Mining/Extraction	acres
Developed	acres	Total Project Acreage	5+/- acres

What is the acreage of the proposed new construction? TBD acres

What is the present land use of the project area?

The current use is wooded undeveloped land.

Please attach a copy of the section of the USGS quadrangle map which clearly marks the project location.

This Project Notification Form has been submitted to the MHC in compliance with 950 CMR 71.00.

Signature of Person submitting this form: _____ Date: March 31, 2025

Name: Rayna Rubin, Project Manager, DCAMM

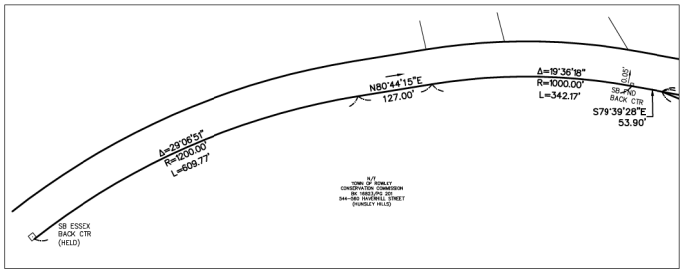
Address: One Ashburton Place, 15th Floor

City/Town/Zip: Boston, MA 02108

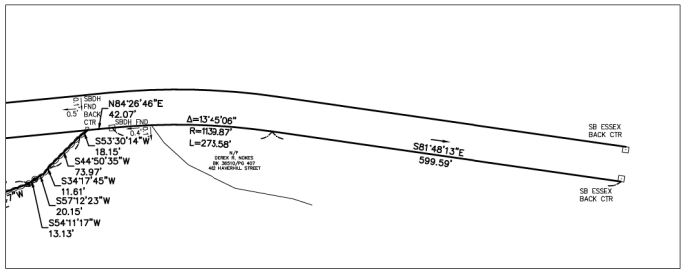
Telephone: 617-429-1717

REGULATORY AUTHORITY

950 CMR 71.00: M.G.L. c. 9, §§ 26-27C as amended by St. 1988, c. 254.



DETAIL "A"
SCALE 1"=100'

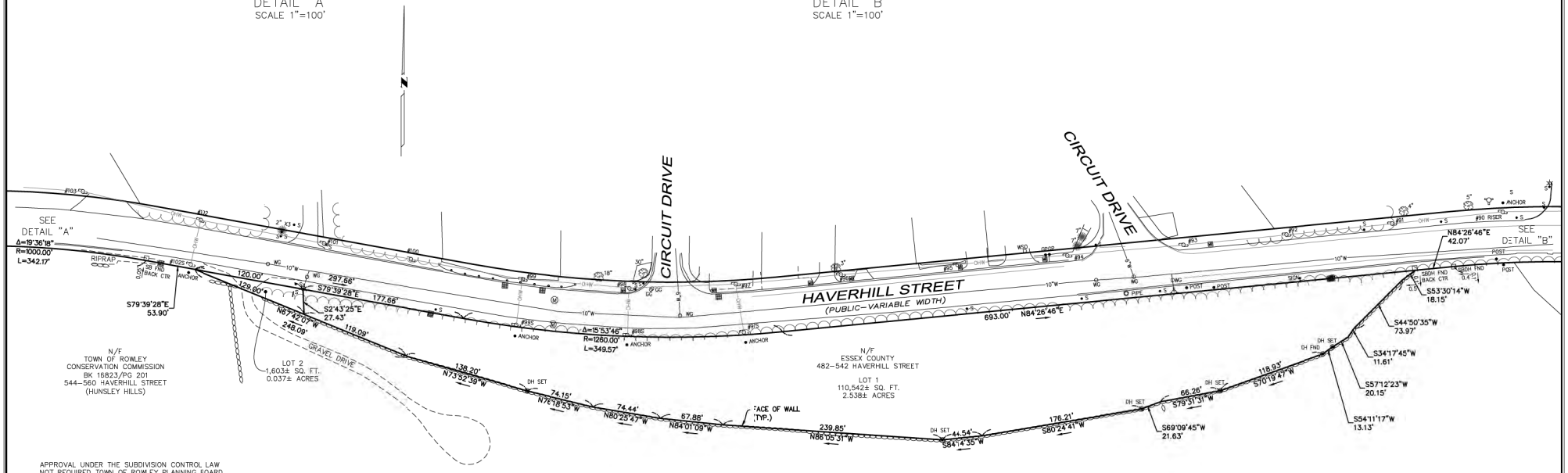


DETAIL "B"
SCALE 1"=100'

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

CLIFFORD E. ROBER, PLS #33189 DATE
CROBER@NITSCHENG.COM

FOR REGISTRY USE ONLY



APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED TOWN OF ROWLEY PLANNING BOARD

DATE:

THE ABOVE ENDORSEMENT IS NOT A DETERMINATION OF CONFORMANCE WITH ZONING REGULATIONS.

Nitsch Engineering
www.nitscheng.com
2 Center Plaza, Suite 430
Boston, MA 02108
T: (617) 338-0063
F: (617) 338-6472

- Civil Engineering
- Land Surveying
- Transportation Engineering
- Structural Engineering
- Green Infrastructure
- Planning
- GIS

PROJECT #:	14636.8
FILE:	14636.8_TOPO1.dwg
SCALE:	1"= 50'
DATE:	10/28/2025
PROJECT MANAGER:	CER
FIELD BOOK:	850-32
DRAFTED BY:	MC/JTJ
CHECKED BY:	CER

GRAPHIC SCALE
50 25 0 50 100 150
SCALE: 1"=50'

PLAN OF LAND
FOR
482-542 HAVERHILL STREET, ROWLEY, MA

PREPARED FOR:
COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
ONE ASHBURTON PLACE, 15TH FLOOR, BOSTON, MA 02108

SHEET: 1
OF 1 REV.



DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

DCAMM Former County Land
482-542 Haverhill Street, Rowley
Parcel ID: Portion of 8-1
Lot 1 - 2.538 +/- Acres

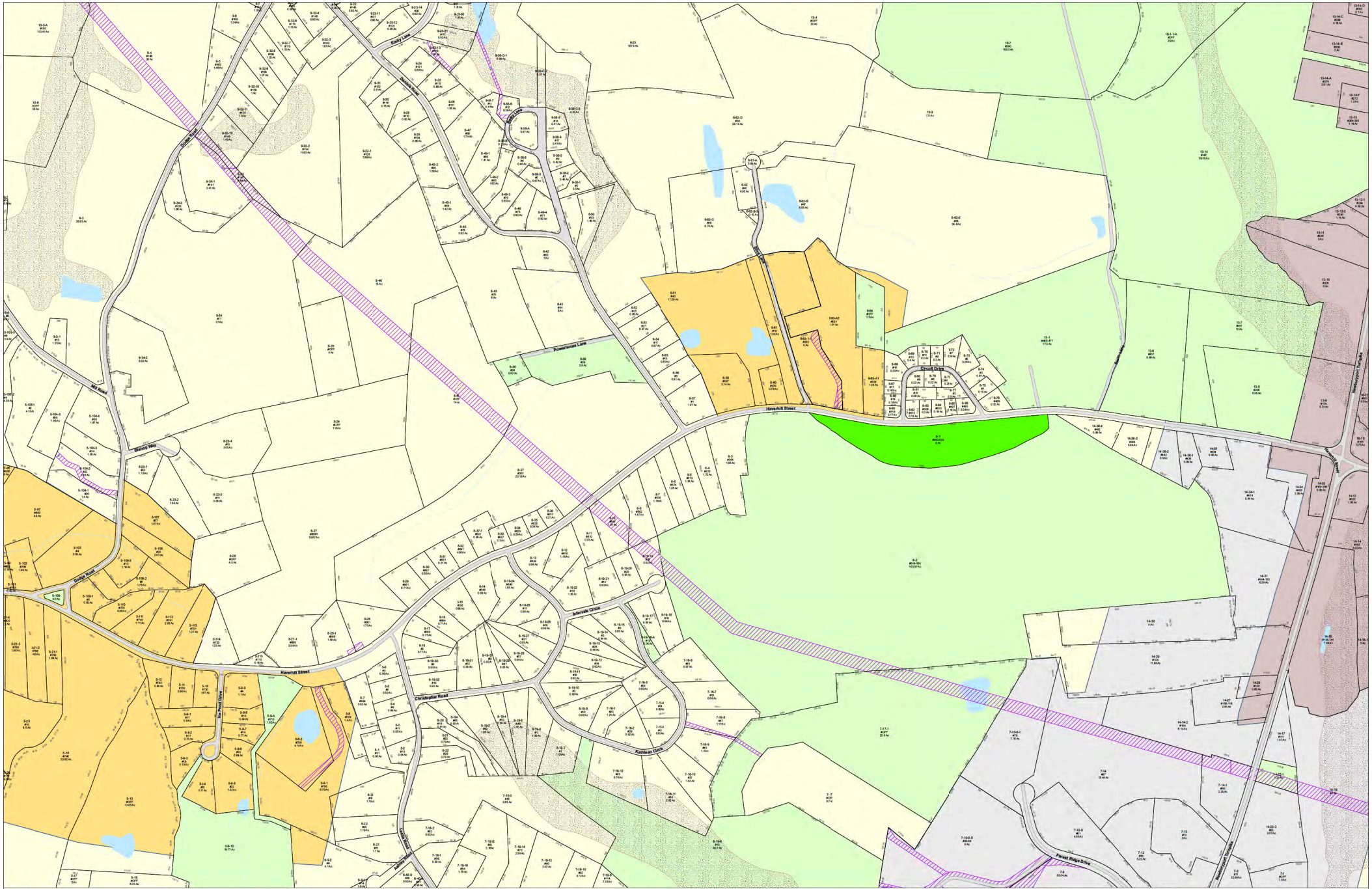
1 inch = 87 feet

Legend

DCAMM Parcel

Data Sources:
MassGIS - Nitsch, Plan of Land, 10/28/25
Google Maps Hybrid
By: DCAMM, Jason Hodgkins
Date: 10/07/2026


DCAMM Land Parcel
482-542 Haverhill Street
Rowley, MA 01970
Rowley Country Club
25.0
Gravel Pit
DANIELS
SMITH
LANE
Bachelder
21.5
15
DCAMM Parcel Coordinates:
Lat: 42.705509, Long: -70.918454
Gravel Pit
133
Kent Co
Hunsley Hills
Gravel Pit
LESLIE
ROAD
21
21.1
30
DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE
Town of Rowley: One (1) parcel of land totaling 2.538 +/- acres
Located at 482-542 Haverhill Street



Merrimack Valley Planning Commission

Town of Rowley

Property Parcel Maps

Scale 1:2,400 1 inch = 200 ft.

200 100 0 200 400 600 Feet

Map Creation Date: August 14, 2002
Map Revision Date: To January 1, 2024

Locus Map

Notes

The zoning data depicted on this map is for planning purposes only. Actual zoning regulations can be found in the official Zoning Bylaw and on the Town Zoning Map at the Rowley Town Clerks office.

Lot dimensions were compiled from existing assessor maps and survey based plans. For legal determination please refer to parcel specific deeds or the Town of Rowley Assessor's Office.

Legend

- Property Parcels
- Town Boundary
- Road
- 100-Year Floodplain

Open Space

- Federal
- State
- County
- Municipal
- Conservation Restriction

- Hydrographic Features
- Streams

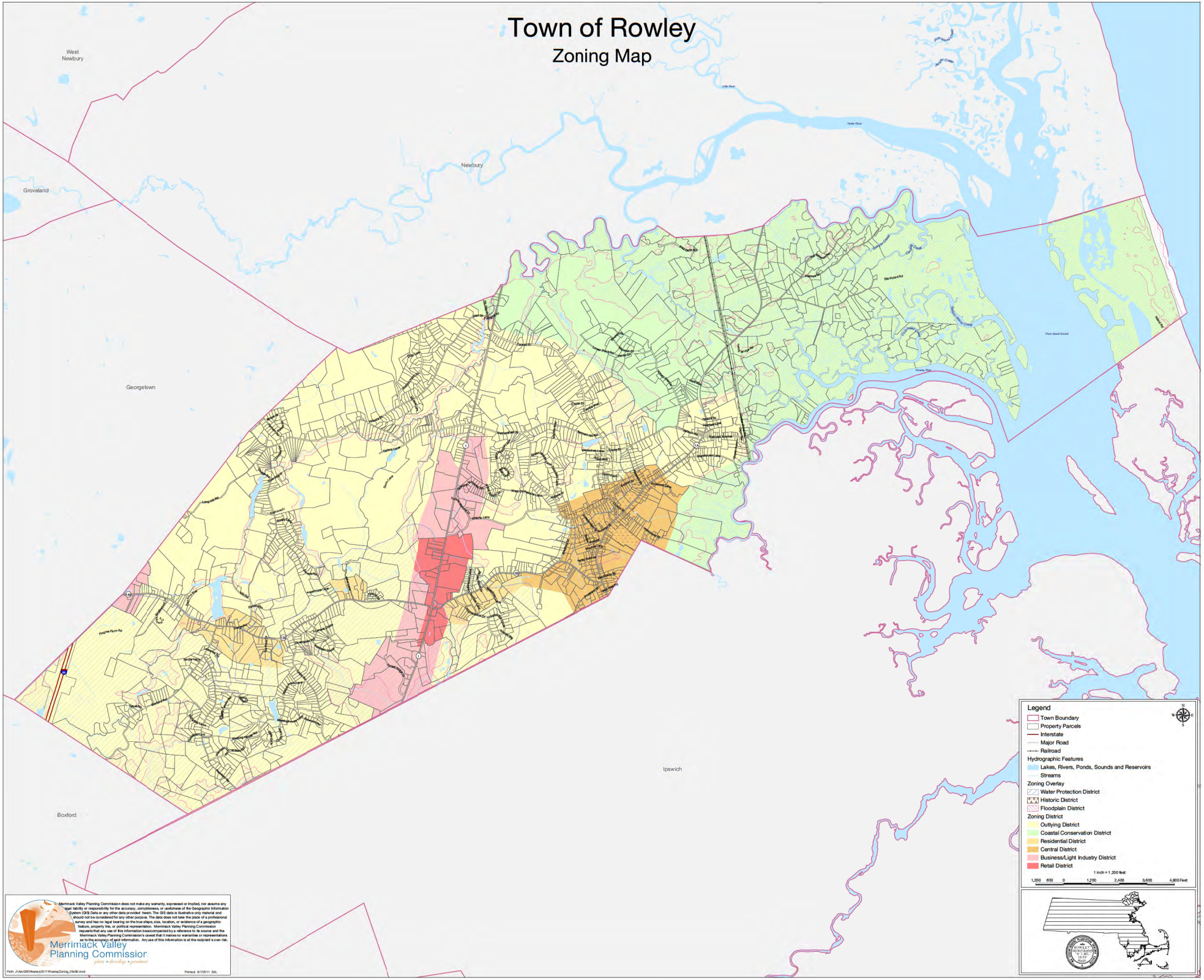
Zoning

- Coastal Conservation District
- Outlying District
- Residential District
- Business/Light Industrial District
- Central District
- Retail District

Map 8

Town of Rowley

Zoning Map



Merrimack Valley Planning Commission does not make any warranty, expressed or implied, nor assume any legal liability or responsibility for the accuracy, completeness, or usefulness of the Geographic Information System (GIS) Data or any other data provided herein. The GIS data is illustrative only material and should not be considered for any other purpose. The data does not take the place of a professional survey and has no legal bearing on the true shape, size, location, or existence of a geographic feature, property line, or political representation. Merrimack Valley Planning Commission requests that any use of this information be accompanied by a reference to its source and the Merrimack Valley Planning Commission's caveat that it makes no warranties or representations as to the accuracy of said information. An use of this information is at the recipient's own risk.

Merrimack Valley Planning Commission

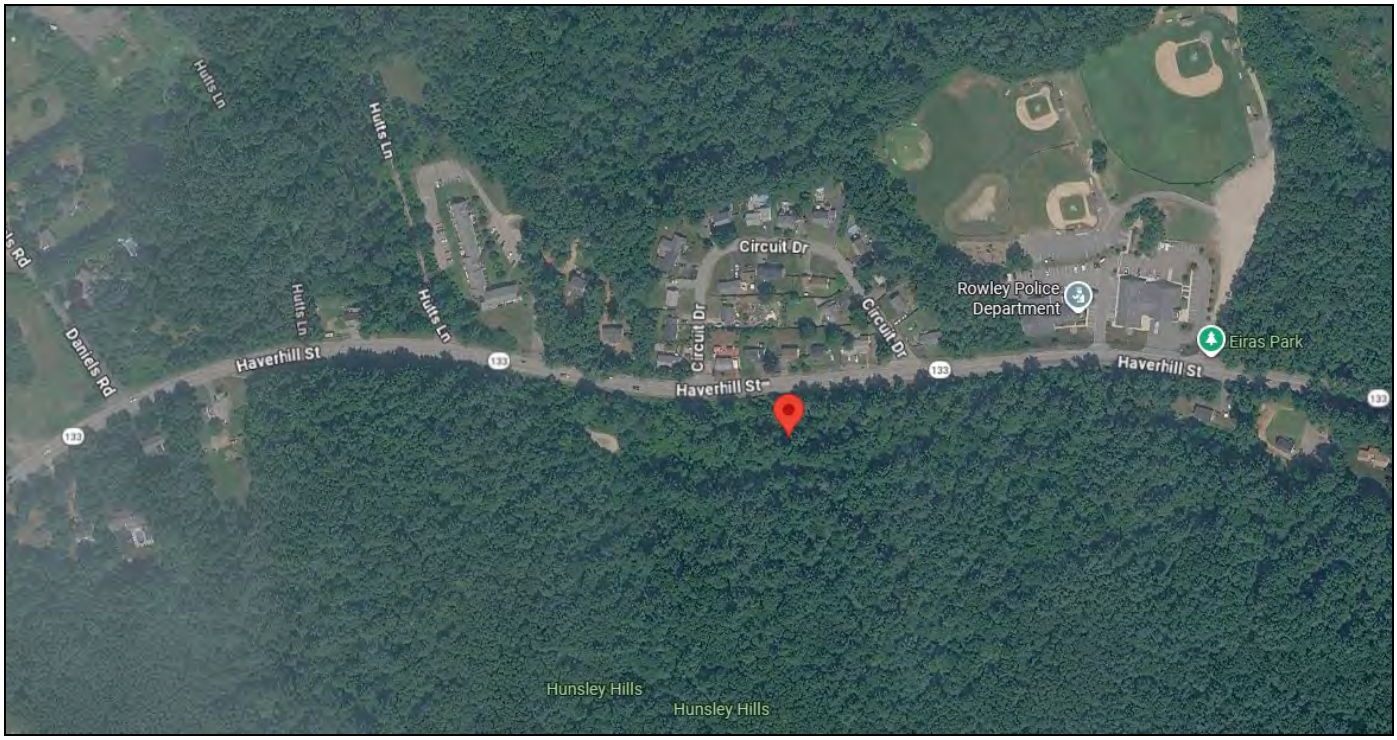
plan • develop • promote

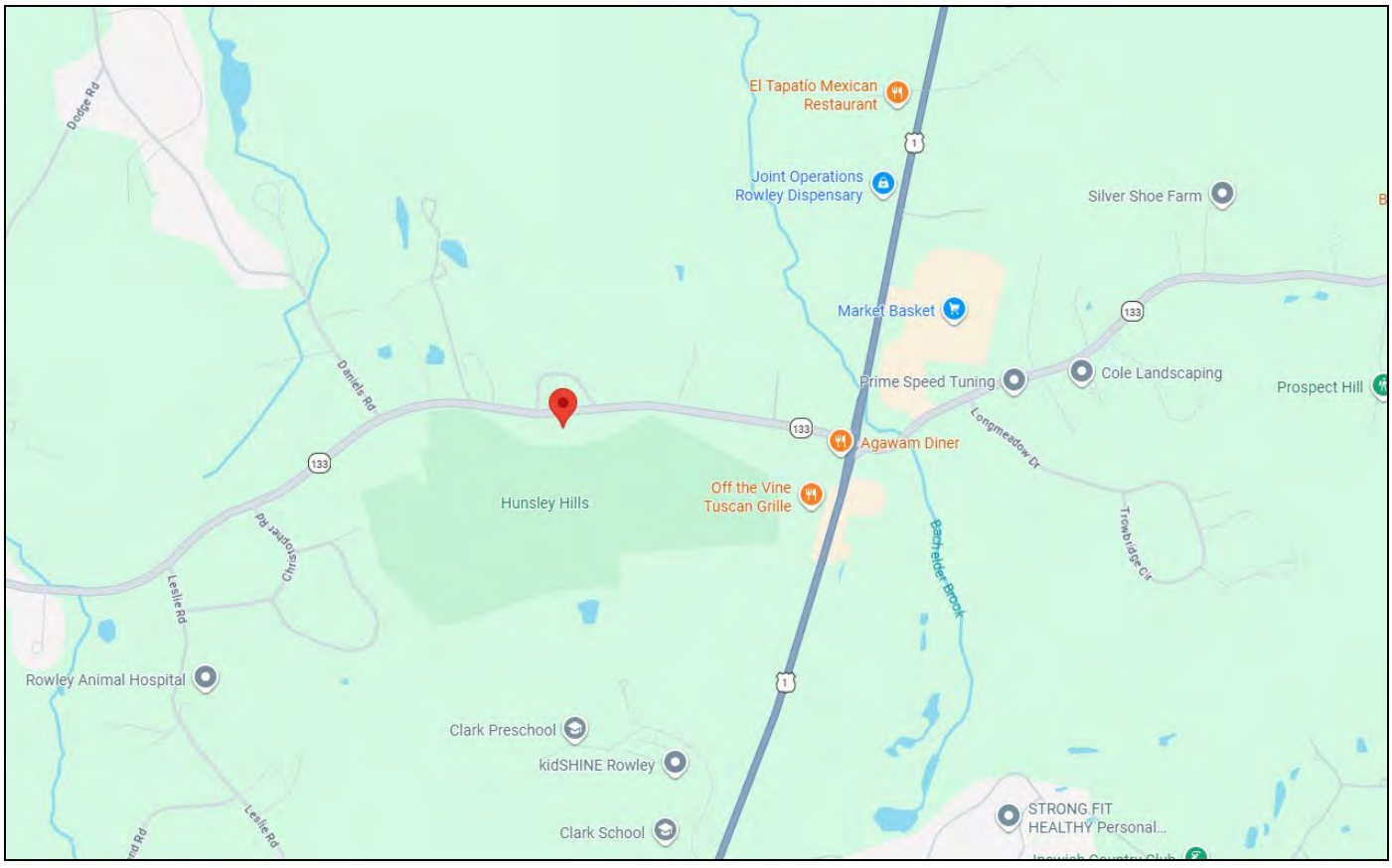
Path: J:\ArcGIS\Rowley\2011\Rowley\Zoning_23x36.mxd

Printed: 6/1/2011 SAL

MAP

482-542 HAVERHILL ST., ROWLEY, MA





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

JJ Manning
AUCTIONEERS

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



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