JJ Manning AUCTIONEERS

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

PROPERTY INFORMATION PACKAGE #26-2251

ABSOLUTE AUCTION

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

0 RIVER STREET EXTENSION, BILLERICA, MA

2.7+/- ACRE WOODED PARCEL
In Residential Neighborhood w/ Easy Access to Rt. 3
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 (12pm-1pm)

MA Auc. Lic. #111



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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 0 River Street Extension, Billerica, MA. This vacant, wooded parcel is in a residential neighborhood with easy access to Route 3.

DCAMM has chosen auction, the accelerated method of marketing, for the sale of this property. Their decision allows you to set the market price for this 2.7+/- 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 warranties or representations 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. Historic documents at the time of taking list this parcel at 3.26 acres while more recent sources state the parcel size as ±2.7 acres; DCAMM intends to convey all of Lot D as taken in 1930 and shown in the plans included in this package. It will be up to the buyer to conduct their own due diligence.

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

JJ Manning AUCTIONEERS

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

TERMS & CONDITIONS

ABSOLUTE AUCTION

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

0 RIVER STREET EXTENSION, BILLERICA, MA

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

Selling to the Highest Bidder, Regardless of Price

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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 warranties or representations 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.

JJ Manning AUCTIONEERS

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: Morgan Murphy, Assistant Project Manager

Phone: (617) 359-5395
Email: Morgan.Murphy@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.

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Buyers Initials_____

f. PROPERTY: The parcel known as 0 River Street Extension, Billerica and described in Middlesex North Registry of Deeds, Book 788, Page 214 (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 Closing Date, then Buyer and Seller may agree, in writing, to accelerate the Closing Date to the date.

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Buyers Initials_____

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

Buyers Initials_____

Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

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

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

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

(c) The foregoing release and indemnification shall be recited in all subsequent deeds, leases (but not residential leases), easements, mortgages and any other instrument evidencing a transfer of an interest in the Property. The foregoing release and indemnification shall run with the Property, inure to the

Buyers Initials_____

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

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

14. NO WARRANTIES AND REPRESENTATIONS BY SELLER

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

15. INSURANCE

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

16. NO CONTINGENCIES

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

17. DEPOSIT

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

18. BUYER'S DEFAULT

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

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19. BUYER'S REPRESENTATION REGARDING BROKER

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

20. NO LIABILITY OF COMMONWEALTH EMPLOYEES

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

21. NOTICES

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

a. by delivery in hand or by reputable overnight express courier,
b. by email, with delivery receipt, to Morgan.Murphy@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.

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24. NO ASSIGNMENT

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

25. INVALIDITY OF CERTAIN PROVISIONS

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

26. RELATIONSHIP OF PARTIES

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

27. TIME OF ESSENCE

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

28. WAIVERS

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

29. BUYER AUTHORITY

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

30. COUNTERPARTS

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

31. NO RECORDING

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

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Buyers Initials_____

32. SOPHISTICATED BUYER

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

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

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[SIGNATURES TO FOLLOW]

EXECUTED UNDER SEAL as of the Date of Agreement.

BUYER:

_____

Print Name: _____

Date: _____

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Buyers Initials_____

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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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:0 River Street Extension, Billerica 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 at 0 River Street Extension, Billerica, Massachusetts, and consisting of 2.7± acres, as described in **Exhibit A** (the "**Property**"). 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 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.

(b) 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 Billerica or the Executive Office of Housing and Livable Communities, Grantee shall meet the requirements for inclusion on the Executive Office of Housing and Livable Communities Subsidized Housing Inventory for such housing units.

(c) 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 an affordable housing unit 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 Middlesex North Registry of Deeds, title to said Property shall revert to the Commonwealth:

(a) If the Grantor claims that the Property has not or ceased to be used for Housing Purposes, Grantor shall provide written notice ("**First Reversion Notice**") to Grantee, either by personal delivery or by U.S. registered or certified mail, postage prepaid with return receipt requested, or by express courier service providing receipt for delivery. The First Reversion Notice shall state the facts upon which Grantor claims improper use.

(b) If Grantee does not dispute the facts alleged in the First Reversion Notice, Grantee shall have ninety (90) days from the date of the First Reversion Notice to cure the improper use as stated in the First Reversion Notice, or if such improper use is incapable of being cured within said ninety (90) day period (as determined by the Grantor, in Grantor's sole discretion), Grantee shall commence such cure within said ninety (90) day period and diligently prosecute the same to completion, provided, however, that completion shall occur no more than twelve (12) months following the date of the First Reversion Notice. Grantee shall provide Grantor (i) written evidence

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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 Northern Middlesex Registry of Deeds. Such affidavit shall:

i. refer to this Release Deed;
ii. declare that a reversion has been declared by the Commonwealth pursuant to the provisions hereof;
iii. stipulate compliance with the First Reversion Notice provisions of this Release Deed and state whether or not an Objection Notice was timely filed and, if so, stipulate compliance with the Second Reversion Notice provisions of this Release Deed; and
iv. declare that title to the Property conveyed hereunder shall be forfeited for breach of condition and revert to the Grantor.

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(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 Northern Middlesex Registry of Deeds in Book __ at Page ___".

(j) Upon written request, Grantor may issue estoppel certificates regarding Grantor's right of reversion, in a form acceptable to Grantor.

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

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

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

and to

Brianna Whitney, 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, 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

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future migration or threatened migration of Hazardous Materials onto, under, within or from the Property and any abutting property. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

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

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

As used herein, the term "Hazardous Materials" means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA") (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended ("RCRA") (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release

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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.

For Grantor's title, see instrument of taking Northern Middlesex Registry of Deeds at Book 788, Page 214; see also, Mass. General Laws c. 34D, §§ 1 and 6. Historic documents at the time of taking list

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this parcel at 3.26 acres while more recent sources state the parcel size as ±2.7 acres; it will be up to the buyer to conduct their own due diligence. Intending to convey all of Lot D as shown in said instrument of taking referenced above.

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.

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

ACCEPTANCE OF RELEASE DEED BY GRANTEE

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

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

[GRANTEE], a [ENTITY TYPE]

By: _____
[NAME], [TITLE]

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, *ss*.

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

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

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EXHIBIT A

Description of Land

The following described land situated in the Town of Billerica, in said County of Middlesex and more particularly described as follows:

Situated in said Billerica on the Southwesterly side of said Old Middlesex Turnpike and the Northeasterly and Northerly side of the Middle Bridge Road so-called and thus bounded:- Beginning at the Northeasterly corner of the premises at the centre line of said Old Middlesex Turnpike thence South 31 1/2° East by the centre line of said Old Middlesex Turnpike five hundred ninety-three and 5/10 (593.5) feet to said Middle Bridge Road; thence South 61 3/4° West by said last mentioned road two hundred forty-seven (247) feet to a point; thence by a curve in a Northwesterly direction by said last mentioned road thirty-three (33) feet to a point; thence North 28 1/2° West still by said road two hundred forty-six (246) feet to a point; thence North 47° West seventy-six (76) feet still by said last mentioned road to a point; thence North 57° West still by said last mentioned road sixty-three (63) feet to a point at land of owner unknown; thence North 25 1/4° East by said last mentioned land two hundred ninety-two and 5/10 (292.5) feet to a point; thence North 36 1/2° East still by said last mentioned land sixty-eight (68) feet to the point of beginning. Containing three and 26/100 (3.26) acres more or less. Excepting from the above described premises the right of way as now traveled over that portion of lot within the boundaries of said Old Middlesex Turnpike.

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THE COMMONWEALTH OF MASSACHUSETTS
STATE LAND FOR HOMES

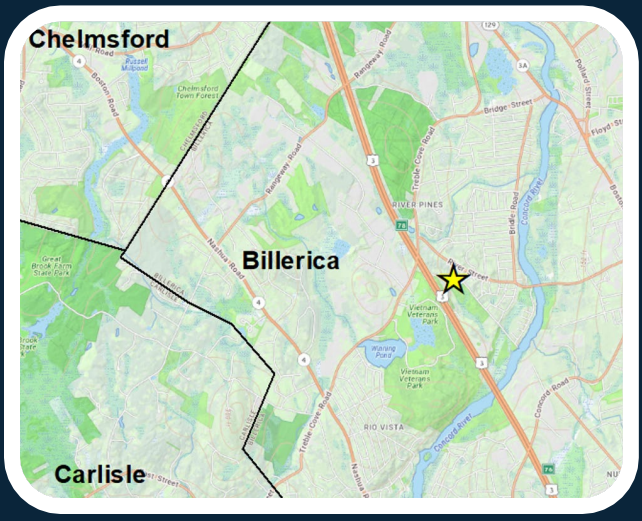
Governor Maura Healey & Lt. Governor Kim Driscoll

0 River Street Extension, Billerica

PROPERTY OVERVIEW

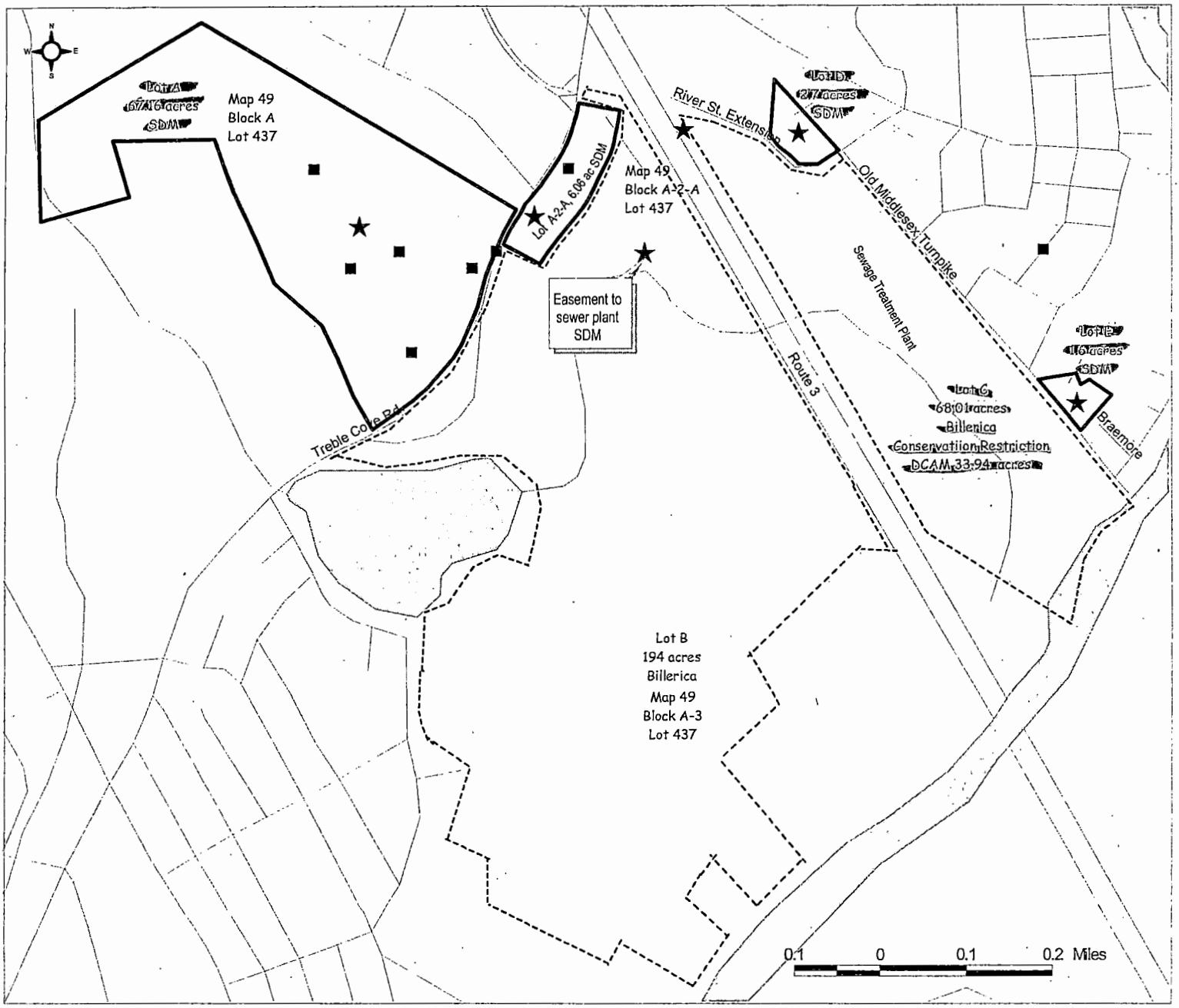
Vacant, wooded parcel at Old Middlesex Turnpike at River Road Extension. The lot is located in a residential neighborhood with easy access to Route 3.

Size: ±2.7 acres
Anticipated Release: Auction in late 2026
Permitting: 4 units/acre minimum through AHA
Utilities Assumed*: Electric / Water / Sewer
*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



SDM, Sheriff's Dept., Middlesex House of Correction

Town of Billerica

History

1930 - Chapter 381, Acts of 1929. Lots A, B, C, D & E taken by County Commissioners for House of Correction.

1979 - Chapter 181, Acts of 1979 & Chapter 299, Acts of 1993. Lot B, 194 acres Conveyed to Town of Billerica from County

1998 - Dissolved Essex County, land held by County transferred to Commonwealth.

2003 - Chapter 181, Acts of 2000. Land Swap between Billerica & Commonwealh.
Lot A-2-A, 6.06 acres transferred to Commonwealth.

2004 - Chapter 214, Acts of 2001. Land Swap (part 2) Sewage Treatment Plant area, Lot C, 68.01 acres transferred to Billerica.
DCAM retains conservation restriction on 33.94 acres and an easement to the area.

Today 3/18/05

Lot A - Sheriff's Dept, SDM, Middlesex House of Correction, 67.16 acres,
Arc 21261, Map 49, Block A, Lot 437, Book 788, Page 215.

Lot B - Billerica, 200 acres, Map 49, Block A-3, Lot 437.

Lot C - Billerica 68.01 acres, DCAM Conservation Restriction 33.94 acres & Easement,
Arc 22663, Map 49 Block, A-3, Lot 437, Book 17119, Page 146.

Lot D - Sheriff's Dept., SDM, Middlesex House of Correction, 2.7 acres,
Arc 30017, Map 99999, Block 99999, Lot 9999D, Book 788, Page 215.

Lot E - Sheriffs, Dept., SDM, Middlesex House of Correction, 1.6 acres,
Arc 30018, Map 99999, Block 99999, Lot 9999E, Book 788, Page 215.

★ State-owned land parcel
■ House of Correction building locations
Roads
Lakes / Rivers

MAssets Mar 18, 2005
Sources:
MassGis: Ariel Photo Town Boundaries
Mass Highway: Roads
MAssets: Deed References

Unutilized County House of Correction

2004 SDM 21761 GT.16 ACRES/M10

A

24.45 ± Acres

WINNINGS POND

B

116 ± ACRES

from County to Town 1979

2003 Lot A-2 2.00ac.

C

60.4 ± ACRES

Town 2004 68.01 ac

D

SDM 2004 30017

27± ACRES

E

spm 2004 30018

1.61 AC.

SDM 2004 LR + Easement Book 33974 Page 486

RIVER

CONCORD

PLAN OF LAND
SHOWING UPDATED
LANDS AND BUILDINGS OF
MIDDLESEX COUNTY H. OF C.
AT
BILLERICA, MASS.
JULY 1980
SCALE- 1 INCH=200 FEET

PREVIOUSLY FILED SURVEY #150

PLAN OF LAND
SHOWING UPDATED
LANDS AND BUILDINGS OF
MIDDLESEX COUNTY H. OF C.
AT
BILLERICA, MASS.
JULY 1980
SCALE: 1 INCH = 200 FEET

WINNING'S POND

27± ACRES

66.6± ACRES

119 ± ACRES

RIVER

CONCORD

LEE CIRCLE

BILLERICA

1" = 300

HOUSE OF CORRECTION

LEGEND

FRANCES PARKER FARQUHAR
GEORGE N. PARKER
FRANCES PARKER FARQUHAR, TRUSTEE
PARCEL A
AREA = 18½ ACRES
TO
COUNTY OF MIDDLESEX
BY EMINENT DOMAIN
CHAPTER 79 OF THE GENERAL LAWS
NOV. 21, 1930

FRANCES PARKER FARQUHAR
GEORGE N. PARKER
FRANCES PARKER FARQUHAR, TRUSTEE
PARCELS B, C AND D
TO
COUNTY OF MIDDLESEX
BY EMINENT DOMAIN
CHAPTER 79 OF THE GENERAL LAWS
DEC. 30, 1930

J. EDWARD MALONEY
PARCELS A TO I INCLUSIVE
AREA = 300 ± ACRES
TO
COUNTY OF MIDDLESEX
MAR. 24, 1930
MIDDLESEX NO. DIST. DEEDS
BOOK 787 - PAGE 438

FRANCES PARKER FARQUHAR ET AL
PARCEL D
AREA = 3.26 ACRES

OWNERS UNKNOWN
AREA = 3⅜ ACRES
TO
COUNTY OF MIDDLESEX
BY EMINENT DOMAIN
CHAPTER 79 OF THE GENERAL LAWS
NOV. 21, 1930

FRANCES PARKER FARQUHAR ET AL
PARCEL C
AREA = 1.78 ± ACRES

FRANCES PARKER FARQUHAR ET AL
PARCEL A

FRANCES PARKER FARQUHAR ET AL
PARCEL B
3798 Gd.

J. EDWARD MALONEY
PARCEL D
W. SHEDD

J. EDWARD MALONEY
PARCEL C

J. EDWARD MALONEY
PARCEL E

J. EDWARD MALONEY
PARCEL A

J. EDWARD MALONEY
PARCEL B

J. EDWARD MALONEY
PARCELS F, G, H AND I

INHABITANTS OF BILLERICA

R. INNIS AND D. McLENNAN

D. W. DUTTON

J. JAQUITH

RIO VISTA

RIO VISTA

A. JONES

A. JONES

L. H. FOSTER

C. S. BROWN

O. F. HUMPHREY

H. W. HAZEN

STATE HIGHWAY
NEW RTE. 3
3598.00

MIDDLESEX TURNPIKE

RIVER PINES ROAD

COVE ROAD

CONCORD RIVER

YUNANUNGS POND

CRANBERRY BOG

PARCEL 1G
764 A. TAKEN

PARCEL 2S T
720 SQ. FT. TAKEN

PARCEL 2S T
640 SQ. FT. TAKEN

PARCEL 8S
11 A. TAKEN

PEQUOT STREET

ALEXANDRIA ST.

SCALE OF FEET
0 100 500 1000

Parcels B.C.+D.

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss,

At a meeting of the County Commissioners for the County Commissioners for the County of Middlesex, holden at Lowell, within and for said County, on the first Tuesday of September in the year of our Lord one thousand nine hundred and thirty; to wit: by adjournment thereof at Cambridge, in said County, on the thirtieth day of December, 1930

Whereas, the County Commissioners of the County of Middlesex by reason of the provisions of Chapter three hundred eighty-one of the Acts of the Legislature of the Commonwealth of the year nineteen hundred and twenty-nine, are authorized to take by eminent domain under Chapter seventy-nine or eighty A of the General Laws or acquire by purchase or otherwise such land in said County outside of said Cambridge as may be necessary for the purpose of providing a new house of correction for the County of Middlesex and to construct on said lands the necessary buildings and to furnish and equip the same and do all that is necessary for said purpose,

And, Whereas, under said Chapter three hundred eighty-one, the Commissioners have acquired lands in the Town of Billerica, in said County for said purposes, and in connection therewith, it now becomes necessary for the purpose of disposing of sewage from the buildings of said new house of correction to acquire more land adjoining the lands already taken or acquired, now, Therefore, said Commissioners, as authorized by said Chapter three hundred eighty-one, and the other provisions of law, hereby enabling, do hereby take the following described lands by eminent domain and adopt the following order of taking;-

The following described parcels of land are taken in fee for the purposes named in said Chapter three hundred eighty-one of the Acts of nineteen hundred and twenty-nine from the following named owners:-

Frances Parker Farquhar

George N. Parker

Frances Parker Farquhar, Trustee under the will of

Charlotte S. Parker

Said premises are bounded and described as follows:-

1st parcel The land in said Billerica situated on the southwesterly side of the Old Middlesex Turnpike and the Northwesterly side of the Concord River and thus bounded;

Beginning at the Northerly corner of the premises at the centre line of said Old Middlesex Turnpike and at the Southeasterly corner of land formerly owned by said Frances Parker Farquhar et al taken by said County Commissioners for the purposes above set forth on November 21, 1930 thence South 65° 20' 40" West by said land so taken about six hundred six and 84/100 (606.84) feet to a point; thence South 64° 19' 20" West by said last mentioned land one hundred seventy-two and 38/100 (172.38) feet to a point; thence South 48° 50' 40" West by said last mentioned land one hundred sixty-two and 64/100 (162.64) feet to a point; thence North 77° 36' 40" West along said last mentioned land about two hundred seventy-two and 1/10 (272.1) feet to a wall at other land belonging to said County of Middlesex; thence South 12 3/4° West about ninety-one and 64/100 (91.64) feet to a wall; thence South 19° West by said last mentioned land seven hundred forty-seven and 78/100 (747.78) feet to a large rock; thence South 27° East by said last mentioned land one hundred twenty-four (124) feet to a stake and stones; thence South 35 1/4° East by said last mentioned land four hundred seventy-two (472) feet to a stake and stones; thence South 59 3/4° East two hundred ninety-six (296) feet to a stake and stones; thence South 60 1/2° East six hundred ninety-two (692) feet to a stake and stones; thence South 61 1/2° East one hundred seventy-eight (178) feet to a wall; thence South 53° East along land of Joseph Jaquith, now or formerly, 167.5 feet to a point; thence South 48° East still by said Jaquith land three hundred fifty-two and 5/10 (352.5) feet to the Concord River; thence in a general Northeasterly direction by said Concord River nine hundred sixty-five (965) feet more or less, to the Southeasterly corner of the abutement of the Old Turnpike Bridge; thence North 28° West by the centre line of the Old Middlesex Turnpike fifteen hundred seventeen and 25/100 (1517.25) feet to a point; thence North 31 1/2° West by the centre line of said Turnpike three hundred fifty-four (354) feet to a point; thence North 28° West still by the centre line of said Turnpike about fifty and 92/100 (50.92) feet to the point of beginning. Excepting from the above described premises any right of way which may now exist.

2nd parcel Situated in said Billerica on the Northeasterly side of said Old Middlesex Turnpike and thus bounded:- Beginning at the Northwesterly corner of the premises at the centre of said Old Middlesex Turnpike and at land now or formerly of Dudley Foster thence South 82° East two hundred seventeen (217) feet to a stake and stones at a cross wall at the Crosby land so-called; thence South 69 1/2° East by said Crosby land two hundred twelve feet to a stake and stones at the Whiting land so-called; thence South 62 1/2° West by said Whiting land three hundred fifty-eight (358) feet to the land above described and at the centre line of said Old Middlesex Turnpike;

thence North 28° West by the centre line of said Turnpike and along land above described four hundred seventy (470) feet to the point of beginning. Containing one and 74/100 (1.74) acres more or less. Excepting from the above described lot the right of way as now traveled over that portion of the premises within the boundaries of said Old Middlesex Turnpike.

3rd parcel Situated in said Billerica on the Southwesterly side of said Old Middlesex Turnpike and the Northeasterly and Northerly side of the Middle Bridge Road so-called and thus bounded:- Beginning at the Northeasterly corner of the premises at the centre line of said Old Middlesex Turnpike thence South 31 1/2° East by the centre line of said Old Middlesex Turnpike five hundred ninety-three and 5/10 (593.5) feet to said Middle Bridge Road; thence South 61 3/4° West by said last mentioned road two hundred forty-seven (247) feet to a point; thence by a curve in a Northwesterly direction by said last mentioned road thirty-three (33) feet to a point; thence North 28 1/2° West still by said road two hundred forty-six (246) feet to a point; thence North 47° West seventy-six (76) feet still by said last mentioned road to a point; thence North 57° West still by said last mentioned road sixty-three (63) feet to a point at land of owner unknown; thence North 25 1/4° East by said last mentioned land two hundred ninety-two and 5/10 (292.5) feet to a point; thence North 36 1/2° East still by said last mentioned land sixty-eight (68) feet to the point of beginning. Containing three and 26/100 (3.26) acres more or less. Excepting from the above described premises the right of way as now traveled over that portion of lot within the boundaries of said Old Middlesex Turnpike.

The trees and structures affixed to all of premises above described shall be and hereby are included in this taking.

The County Commissioners having considered the damages sustained by the owners of said land estimate and award said damages to said owners in the sum of thirty-five hundred ($3500) dollars.

IN WITNESS WHEREOF, We, the said Commissioners for Middlesex County have hereunto set our hands this thirtieth day of December in the year of our Lord one thousand nine hundred and thirty.

Walter C. Hardwell

Erson B. Barlow

Nathaniel I. Bowditch

A true copy,
Attest:-

Frederic L. Putnam
Asst. Clerk.

C.C.

Taking of land at Billerica on account of the new House of Correction, December 30, 1930.

Copy of

Takings by County for HOC 2nd 1930

treet, forty-five (45) feet; Northeasterly by Lot 16 of tal
hundred (100) feet. Northwesterly by land now or sary
s J. Zipper Estate, forty-five (45) feet; and South- of 19
on said plan, one hundred (100) feet. Containing Chapt
according to said plan, forty-five hundred (4500) square feet, more or addit
less, and being the same premises to us conveyed by Epiphane Labrie et ed la
ux. by deed dated October 18, 1924 and recorded in Middlesex North Dis- and m
trict Registry of Deeds, Book 713, Page 288, and subject to all restric- the b
tions therein contained and mentioned. This conveyance is made subject betwe
to a mortgage to the Jeanne D'Arc Credit Union which the grantees here- forme
by assume and agree to pay as part of the consideration hereof. WITNESS more
our hands and seals this first day of April 1930. and d
Paul R. Foisy L. Philippe His x mark Thibeault (seal) said
Witness to both & mark Adele Thibeault (seal) ly of
Commonwealth of Massachusetts Middlesex ss. April 1, 1930. Then person- thenc
ally appeared the above named L. Philippe Thibeault and acknowledged now s
the foregoing instrument to be his free act and deed, before me Paul dred
R. Foisy Notary Public. My commission expires December 14, 1934. weste
Middlesex ss.N.Dist.Registry of Deeds Recorded April 2,1930.11:41 A.M. C. S.
land

29 COMMONWEALTH OF MASSACHUSETTS Middlesex ss. At a meeting of the thirt
Middlesex County of County Commissioners for the County of Middlesex, holden at Cambridge (20)
Taking within and for said County, on the first Tuesday of January in the year and t
of our Lord one thousand nine hundred and thirty, to wit: by adjourn- the w
ment thereof at Cambridge on the twenty-first day of March 1930. WHERE- said
AS, the County Commissioners of the County of Middlesex under Chapter of be
381 of the Acts of 1929, which is an Act providing for a new house of Secon
correction for the County of Middlesex; and said Act having been ac- above
cepted by a majority of said County Commissioners on the twenty-second of sa
day of November 1929, as provided in section 4 of said Act; and WHEREAS "Commo
the house of correction at Cambridge was deemed unsafe for occupancy Pond
by the Commonwealth, through its Department of Public Safety, now there- scribe
fore, said County Commissioners, after consideration, desire to acquire and l
certain land in the Town of Billerica, in said County, for the purpose rods
of building a new house of correction as provided in Chapter 381 of the land
Acts of 1929; and WHEREAS, the County Commissioners deem it necessary and h
or convenient for the carrying out of said purpose to take said land erly
hereinafter described, by eminent domain, NOW THEREFORE, said County Third
Commissioners for the County of Middlesex Adopt the following order the a

of taking. The County Commissioners hereby determine that it is necessary or convenient for the purpose set forth in Chapter 381 of the Acts of 1929, to take, and they do hereby take, by eminent domain, under Chapter 79 of the General Laws and Acts in amendment thereof and in addition thereto, for said purposes, the fee in the following described land situated in the Town of Billerica, in said County of Middlesex and more particularly described as follows: The land in Billerica with the buildings and trees thereon lying on both sides of the road running between said Billerica and Carlisle, known as the Treble Cove Road, formerly called the Concord Road, comprising three hundred (300) acres more or less, and now or formerly known as the Bailey Farm, bounded and described as follows: First Lot Beginning on the westerly side of said road, leading from Billerica to Carlisle at a wall at land formerly of Anthony Jones, now supposed to belong to the Town of Billerica, thence running northwesterly by a wall and land of said Town and land now supposed to belong to Robert L. Innis and Dugal McLennan one hundred twenty-three (123) rods and eleven (11) links to a wall; thence westerly by said wall on said Jones land now or formerly to land of C. S. Brown now or formerly; thence southerly on said Brown's land to land of Lucy H. Foster, deceased now or formerly; thence easterly thirty-three (33) rods and twenty (20) links; thence northerly twenty (20) rods and twenty (20) links; thence easterly thirty-seven (37) rods and twenty-two (22) links to a wall; thence in a southerly course as the wall now stands and all by land of said Foster now or formerly, to said road; thence easterly and southeasterly by said road to the point of beginning.

Second lot Also another lot situated on the opposite side of the road above mentioned described as follows: Beginning on the southerly side of said road at the "Common Land"; thence running southerly by said "Common Land"; to Winning's Pond, so-called; thence easterly by said Pond to land formerly of Nathan Abbot, deceased, and hereinafter described; thence easterly and southeasterly by said last mentioned land and land of Hiram Brown, now or formerly, one hundred twelve (112) rods and twenty-three (23) links; thence in a northwesterly course by land of said Brown and land of Daniel Hartford et al, now or formerly and hereinafter described to said road; thence southwesterly and westerly by said road to the point of beginning.

Third Lot: Also another tract of land situated on the easterly side of the above mentioned road and the southerly side of the Middle Bridge

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Road so-called, containing fifty-five (55) acres more or less, described as follows: Beginning at the southwesterly corner of the premises at land formerly of Samuel Shedd and above described and at said road known as Treble Cove Road or Concord Road; thence easterly on said Shedd land about ninety (90) rods to land of Hiram Brown, now or formerly at the corner of the wall; thence northerly on said wall until you come to said Brown's "Jones Lot"; thence northwesterly by said last mentioned lot as the wall now stands to the road leading to Middle Bridge; thence on said road westerly to the Concord Road aforesaid; thence southerly on said Concord Road about fifty (50) rods to the point of beginning.

Fourth Lot Also another lot on the westerly side of said Concord Road bounded as follows: Beginning at the southeasterly corner of the "Old Orchard" at said Concord Road at land formerly of Anthony Jones now supposed to belong to the Town of Billerica; thence by said last mentioned land and land now or formerly of said Robert L. Innis and Dugal McLennan in a northerly direction in a crooked line as the wall now stands to a stake in the wall near an old stump at land formerly of Nathan Abbot; thence easterly by said Abbot land to said road; thence southerly on said road to the point of beginning.

Fifth Lot Also another lot adjoining the last above mentioned lot containing six (6) acres more or less, bounded as follows: Beginning at the northeast corner thereof at said land above described and said Abbot land thence running westerly by said Abbot land to a cross wall at land of Anthony Jones, now or formerly, now supposed to belong to said Innis and McLennan; thence southerly by said wall on said last mentioned land; thence easterly by said wall on said last mentioned land to the lot above described; thence northerly on said last mentioned land to the point of beginning.

Sixth Lot Also a lot of land on the west side of the Concord River containing seventy (70) acres more or less, bounded as follows: Beginning at a bound at the northwesterly corner, being a stake and stones at said Winning's Pond; thence easterly by the Pond and land formerly of Nathan Abbot and above described to a bound at land formerly of Amos Carlton; thence still easterly by said Carlton's Land to a stake and stones at said Carlton's land; thence southerly by said Carlton's land to a stake and stones on a rock at land formerly of Peter Hill; thence southeasterly by said Hill's land to a pile of stones on a rock; thence southerly by said Hill's land and land former-

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ly of Samuel Whiting to a stake and stones at the corner of said Whiting land and land now or formerly of Lott Easty; thence still southerly by said Easty land about twenty (20) and one-half (1/2) rods to a stake and stones at land now or formerly of Oliver Crosby; thence westerly by said Crosby land and land formerly of said Lucy H. Foster to an oak tree marked; thence northerly by said last mentioned land to the bound first named.

Seventh Lot Also another tract of wood land adjoining the last above described tract containing six (6) acres more or less, bounded as follows: Beginning at the northwest corner thereof at land above described thence running easterly by land formerly of Harriet Whiting and hereinafter described, about forty-eight (48) rods to land of B. L. Judkins now or formerly; thence southerly on said last mentioned land about twenty (20) rods to land now or formerly of B. H. Flanders and hereinafter described; thence westerly by said Flanders land about forty-eight (48) rods to a stake and stones at land above described; thence northerly by said land twenty and one-half (20 1/2) rods to the bound first named; called the "Easty Lot."

Eighth Lot Also another tract of wood land adjoining the last above mentioned lot containing eleven (11) acres more or less, bounded as follows: on the east by Concord River; south by land of B. L. Judkins, now or formerly, and land above described; west on land above described and northerly by land of said Judkins. The southwest corner is a walnut tree marked and the other corners are stakes and stones and said lot is known as the "Whiting Lot".

Ninth Lot Also another lot of wood land situated westerly of said Concord River containing twenty-four (24) acres and one hundred fifty-two (152) rods, more or less, bounded as follows: Beginning at the northwest corner at land now or formerly of Lucy H. Foster and land of said Nathan Abbot and hereinbefore described; thence easterly by said Abbot land one hundred thirty (130) rods to said Concord River; thence southerly by said River about twenty-eight (28) rods and fifteen links to land of said Seth Crosby now or formerly; thence westerly by said Crosby land thirty-four (34) rods to a stake and stones; thence southerly fifteen (15) rods and eighteen (18) links by said Crosby's land to a stake and stones; thence westerly by said Crosby's land fifty-two (52) rods and fifteen (15) links to a stake and stones; thence northeasterly by said Crosby's land fourteen (14) rods and fifteen (15) links; thence westerly again by said Crosby's land thirty-two (32) rods and twelve

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(12) links to land now or formerly of Dorcas Bridge; thence northerly by said Bridge's land and land of said Foster to the corner, the point of beginning. The trees and structures affixed to the land above described shall be and hereby are included in this taking. The record title to said land stands in the name of J. Edward Maloney of Newton in said County of Middlesex, and there is outstanding thereon a mortgage, given by J. Edward Maloney to The Exchange Trust Company of Boston Massachusetts, dated January 10, 1928, and recorded with the Middlesex North District Deeds, Book 758, Page 538. The County Commissioners having considered the damages sustained by the owner and mortgageeof said land, estimate and award the sum of fifty-three thousand dollars ($53,000.00) in full for all damages. IN WITNESS WHEREOF We, the said County Commissioners have hereunto set our hands this twenty-first day of March in the year of our Lord one thousand nine hundred and thirty.

Walter C. Wardwell
Erson B. Barlow
Nathaniel I. Bowditch

A true copy of record,

Attest: Charles T. Hughes
Asst. Clerk.

Middlesex ss.N.Dist.Registry of Deeds Recorded April 2,1930.1:10 P.M.

2 words over erasures.

30 Alexander to Johnson

I, ANNIE M. ALEXANDER, being a widow of Lowell, Middlesex County, for consideration paid, grant to Florence M. Johnson of said Lowell, with QUITCLAIM COVENANTS A certain parcel of land with the buildings thereon situated in said Lowell, being number 261 on Gibson Street and thus bounded and described: Beginning at a stake in the ground on the westerly side of Gibson Street at the Northeasterly corner of the premises and at the southeasterly corner of Lot number 32 on a "Plan of land in Lowell, belonging to J. W. Bennett, surveyed June 1888 by Osgood & Snell," and recorded in Middlesex North District Registry of Deeds, Book of Plans 11, Plan 10. Thence Westerly along said Lot 32 ninety and 173/100 (90.173) feet, to a stake at lot No. 44 on said Plan; thence southerly at a right angle along said Lot 44, fifty (50) feet to a stake on Lot 34 on said Plan; thence at a right angle easterly along said Lot 34, ninety and 526/100 (90.526) feet, to Gibson Street; thence at an angle of 90° 17' northerly along said Gibson Street fifty (50) feet to the point of beginning. Containing four thou-

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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.

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950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A

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

PROJECT NOTIFICATION FORM

Project Name: 0 River St Extension, Billerica Development

Location / Address: 0 River St Extension

City / Town: Billerica, MA

Project Proponent

Name: Division of Capital Asset Management and Maintenance (DCAMM)

Address: 1 Ashburton Place, 15th Floor

City/Town/Zip/Telephone: Boston, MA 02108 / 617-359-5395

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)
Division of Capital Asset Management and Maintenance	

Project Description (narrative):

DCAMM seeks to convey a ±2.7 parcel pursuant to Section 121 of Ch. 150 of the Acts of 2024 (the Affordable Homes Act) for housing development at a minimum density of 4 units/acre. The parcel is an undeveloped, wooded area and is located just off Route 3 in Billerica.

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

No, there are no structures on site.

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

No, there are no structures on site.

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

The current project is limited to the issuance of an RFP or auction sale of the property to a private developer. All proposals will include new construction of housing. The selected developer will be responsible for the design, permitting, financing, construction, and operation of improvements on the property.

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.

8/13/26
Caitriona Parker RC.78700 Date
Preservation Planner
Massachusetts Historical Commission

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.

No

What is the total acreage of the project area?

Woodland	acres	Productive Resources:	
Wetland	acres	Agriculture	acres
Floodplain	acres	Forestry	acres
Open space	acres	Mining/Extraction	acres
Developed	acres	Total Project Acreage ±2.7	acres

What is the acreage of the proposed new construction? ±2.7 acres

What is the present land use of the project area?

The parcel is an undeveloped, partially wooded lot.

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: Morgan T. Murphy Date: 7/23/26

Name: Morgan Murphy, Assistant Project Manager, DCAMM

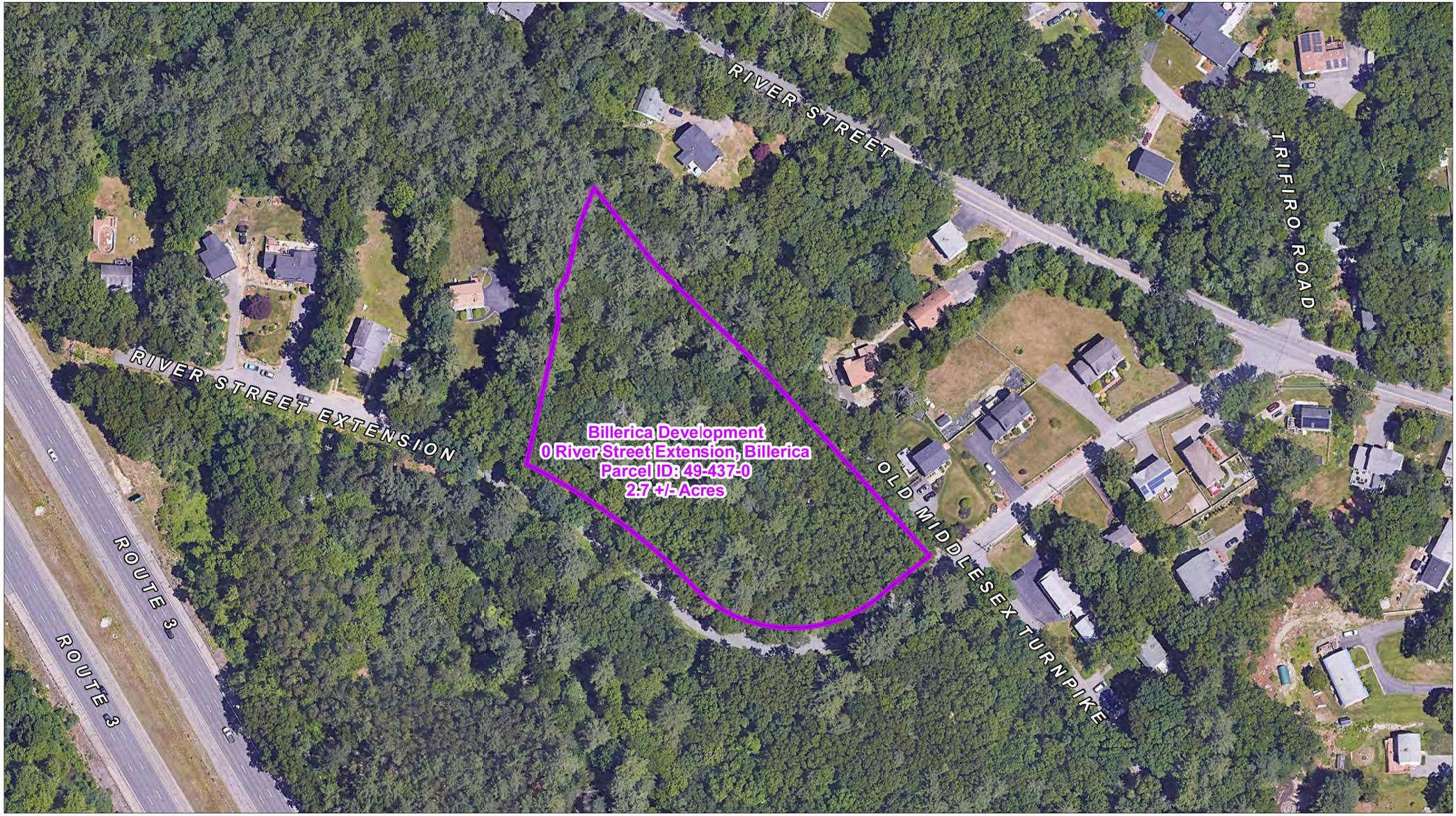
Address: 1 Ashburton Place, 15th Floor

City/Town/Zip: Boston, MA 02108

Telephone: 617-359-5395

REGULATORY AUTHORITY

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



DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

Billerica Development
0 River Street Extension, Billerica
Parcel ID: 49-437-0
2.7 +/- Acres

1 inch = 100 feet

Legend

0 River St. Ext. Parcel

Data Sources:
MassGIS - Assessors Datalayer
CAMIS Land Datalayer
Google Satellite Basemap
By: DCAMM, Jason Hodgkins
Date: 9/15/2026

Town of Billerica Massachusetts

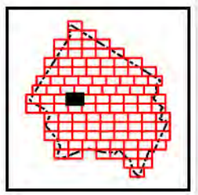
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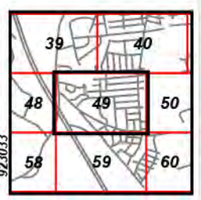
0 25 50 100 150 200 250 Feet

Legend

- 17-1 Block-Lot
- FIRST AVE Street Name
- Easement
- Pipeline
- Powerline
- Assessor Grid
- Parcel Boundary
- River or Pond
- Wetland - MassGIS

Note:
Grid coordinates are in NAD 1983 Massachusetts StatePlane Meters.





Disclaimer: The information is provided as a reasonably accurate point of reference, but is not guaranteed and is not to be used for conveyances. The Town of Billerica shall not be held responsible for the accuracy or misuse of this data. Copyright Town of Billerica.

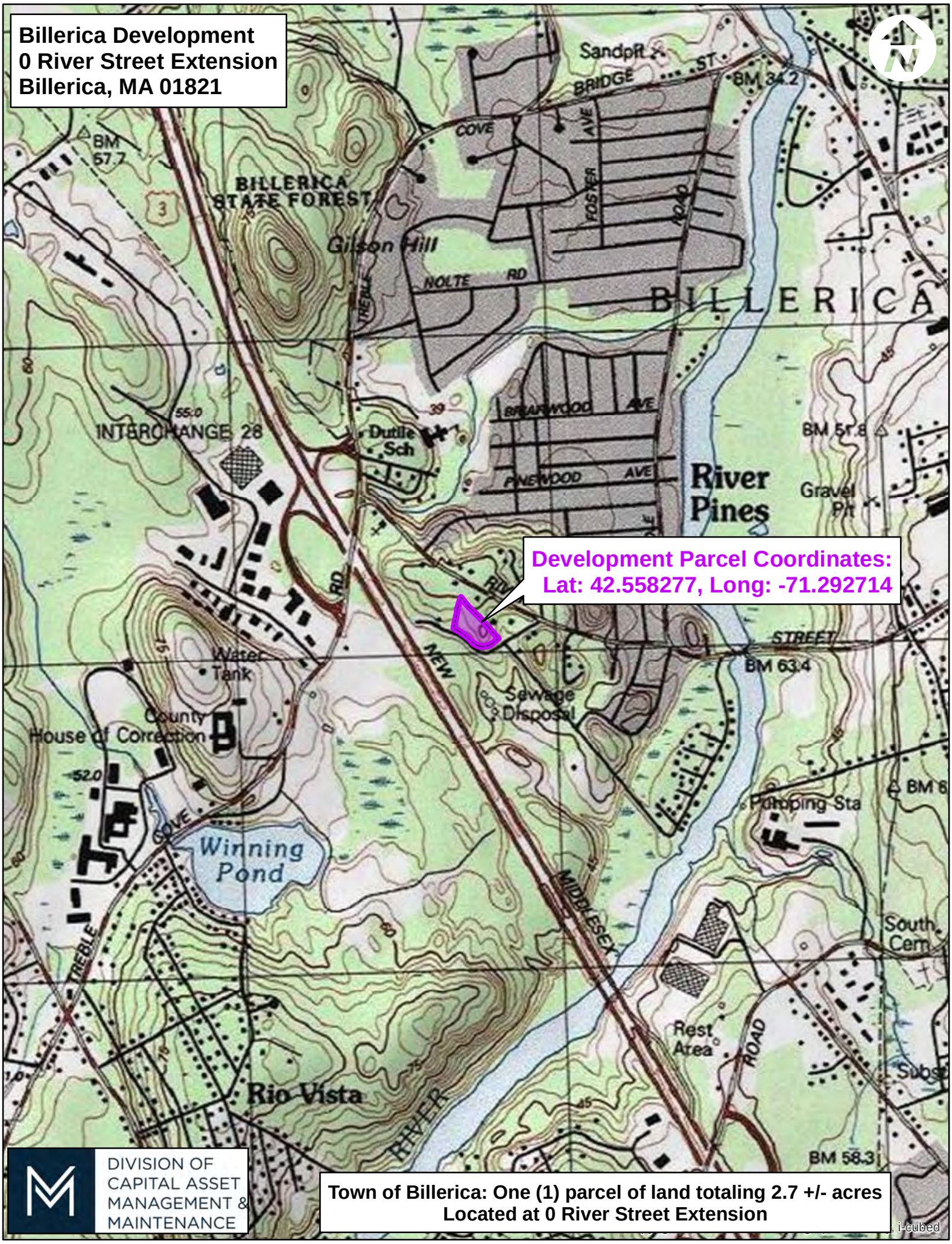
Revised To: January 1, 2026

MAP 49



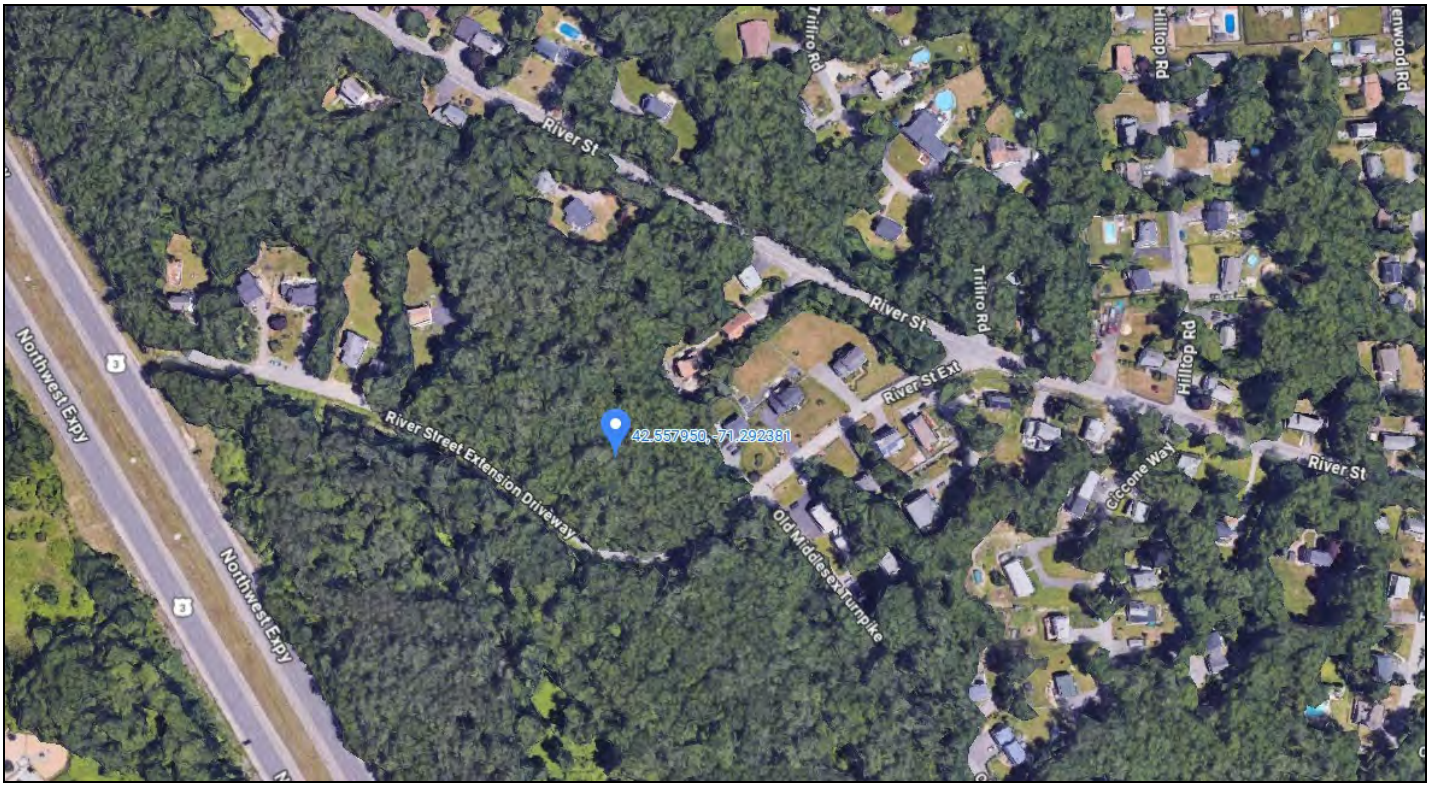
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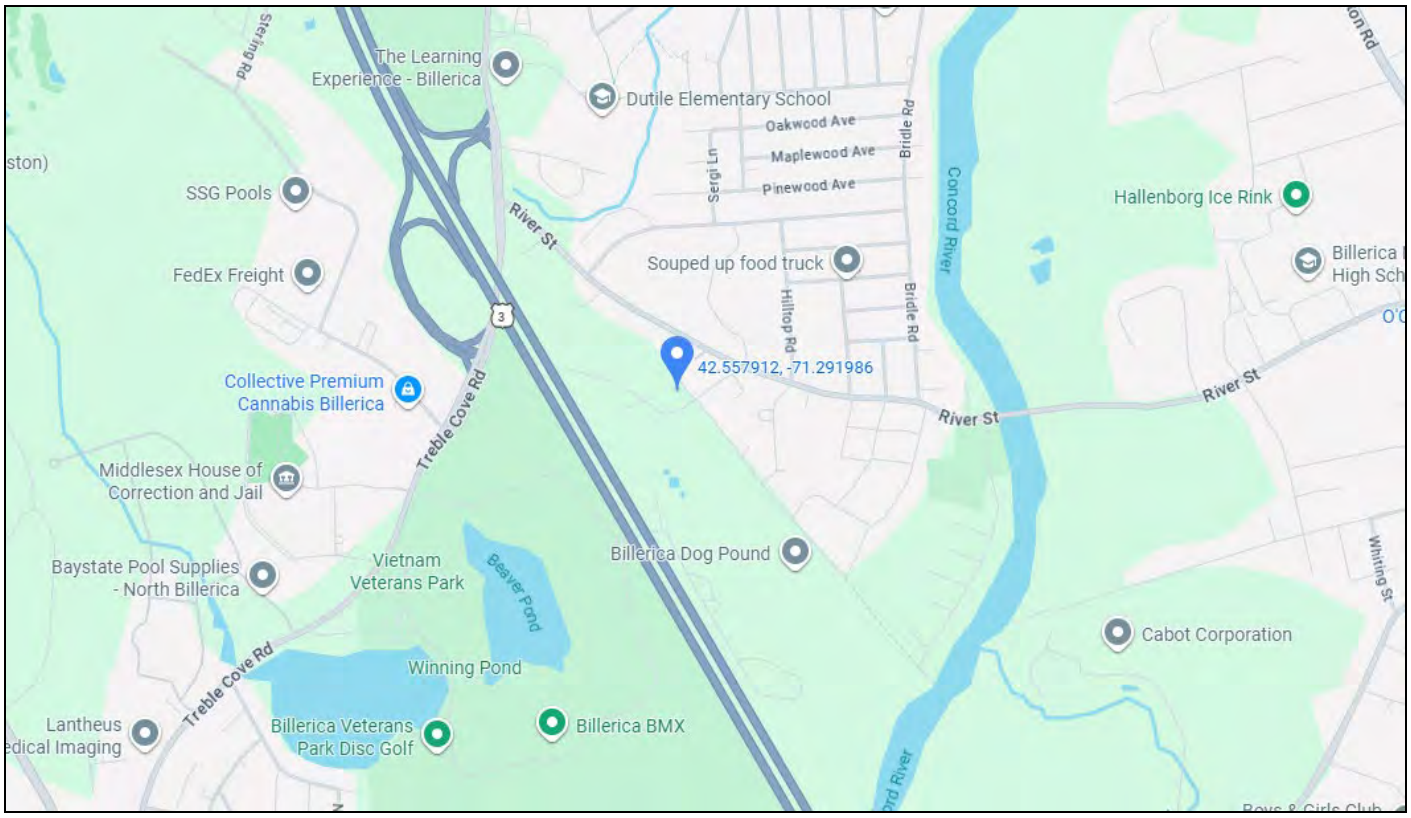
Billerica, MA MapsOnline


Billerica Development
0 River Street Extension
Billerica, MA 01821
Development Parcel Coordinates:
Lat: 42.558277, Long: -71.292714
BILLERICA
BILLERICA STATE FOREST
Gilson Hill
River Pines
Rio Vista
Winning Pond
INTERCHANGE 28
Water Tank
County House of Correction
Sewage Disposal
Pumping Sta
Rest Area
South Cem
Dutile Sch
BM 57.7
BM 34.2
BM 51.8
BM 63.4
BM 58.3
NOLTE RD
BRIARWOOD AVE
PINEWOOD AVE
FOSTER AVE
BRIDGE ST
COVE
TREBLE
NEW
MIDDLESEX
RIVER
ROAD
Gravel Pit
Town of Billerica: One (1) parcel of land totaling 2.7 +/- acres
Located at 0 River Street Extension
DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

MAP

0 RIVER STREET EXTENSION, BILLERICA, 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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Fax: 508-362-1073
JJManning.com
auctions@JJManning.com

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