

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the “**Agreement**”) is entered into as of [MONTH][DAY][YEAR] (the “Date of Agreement”) by and 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. SELLER:

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

Phone: (617) 397-0128
Email: margaret.j.brown@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) 204-1205
Email: brianna.whitney@mass.gov

b. BUYER:

[BUYER]
[ADDRESS 1]
[ADDRESS 2]

Attention: [NAME]

Phone: [PHONE]
Email: [EMAIL]

c. PARTIES:

Collectively, Seller and Buyer.

d. PROPERTY:

106 Hale Street, Bridgewater, shown as Parcels 8, 9, 10, 11, 12, 13, 14 and 16 on the plan entitled, “Plan of Land in Bridgewater, Massachusetts, Owned by Independent Nail, Inc.” dated November 9, 1992 (attached as **Exhibit A**) including any buildings, structures, and improvements and any fixtures belonging to Seller and located thereon.

e. PURCHASE PRICE:

The agreed purchase price for the Property is \$[PURCHASE PRICE] and other good and valuable consideration.

f. ACT:

Chapter 150 of the Acts of 2024.

g. CLOSING DATE: [DATE], which may be extended or accelerated pursuant to Section 9 of this Agreement.

2. AGREEMENT

Seller issued a Request for Proposals (“RFP”) dated [MONTH][DAY][YEAR], attached as **Exhibit B**. Buyer submitted a proposal (“Buyer’s Proposal”), attached as **Exhibit C**, and \$10,000 (“Proposal Deposit”) in response to Seller’s RFP. Pursuant to Seller selecting Buyer as the Buyer of the Property, Seller agrees to sell, and Buyer agrees to buy the Property upon the terms and conditions set forth in this Agreement, consistent with the requirements of the Act, and consistent with Buyer’s Proposal.

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 law, rights, restrictions and encumbrances including the following:

- b. 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.
- c. If the Property includes more than 10 housing units, not fewer than ten percent (10%) of housing units on the Property shall be affordable to households with incomes at or below eighty percent (80%) of the area median income, adjusted for household size.
- d. 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;
- e. Provisions of existing building and zoning, to the extent it does not conflict with the Act, and environmental laws and regulations;
- f. Any liens for municipal betterments;
- g. Any taxes for the current fiscal year whether or not due and payable prior to the Closing Date;
- h. Easements, restrictions, reservations, encumbrances, utility lines, drainage rights and all other matters of record or otherwise shown on a survey plan of the Property, if any.

4. PLANS

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

5. PURCHASE PRICE; BUYER RESPONSIBLE FOR CERTAIN COSTS

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

6. NO ADJUSTMENTS

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

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

- a. The Deed is to be delivered at 10:00 AM on the Closing Date 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 D**;
 - ii. A MEPA Agreement, in the form attached hereto as **Exhibit E**; and
 - iii. Such other documents and instruments as may reasonably be required by DCAMM.

8. BUYER'S DUE DILIGENCE

Buyer may conduct its own investigation, review and analysis of all aspects of the suitability of the Property, including without limitation, physical and environmental conditions, utilities, access, title, easements, encumbrances, restrictions, zoning, permits and approvals and all other legal considerations, during the period commencing on the date of this Agreement and ending at 5:00 p.m. ET on the 90th day thereafter (the "Due Diligence Period"). Buyer's due diligence shall be subject to a License executed between Seller and Buyer ("License"). The form of License is attached as **Exhibit F**. The opportunity to undertake due diligence during the term of the Agreement shall not obligate Seller to make any improvements to the Property.

Seller may share information and materials it deems relevant, including, but not limited to, surveys, title abstracts or title examination. All documents, reports, including any environmental reports, or other writings or documents concerning the Property provided by Seller are provided solely as a courtesy and are made available without any representation or warranty as to the completeness or accuracy of the data or information contained therein. By accepting any such documents, the recipient acknowledges and agrees that the recipient is not influenced to enter into this transaction by these documents nor is it relying upon any representations or warranties of Seller whatsoever with respect to the Property.

Buyer will be required to execute the License prior to accessing or being allowed to perform physical investigations of the Property. The License will require Buyer to provide, as an attachment, a specific scope of work and detailed work plan for all activities to be conducted on or in the Property. Failure to sign the License shall not extend the Due Diligence Period and nothing contained in the License shall be deemed to extend the Due Diligence Period or modify the terms and conditions of this Agreement. Buyer may terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period. In the event of a termination of this Agreement prior to the expiration of the Due Diligence Period, and in accordance with the terms of this Agreement, then the Proposal Deposit shall be returned to the Buyer. Upon expiration of the Due Diligence Period, the entire Proposal Deposit shall be nonrefundable.

During the period commencing on the date of this Agreement and ending at 5:00 p.m. ET on the 90th day thereafter ("Title Examination Period"), Buyer shall be permitted to examine title to the Property. The procedures for reviewing title shall be the following:

- a. On or before the expiration of the Title Examination Period, Buyer shall notify Seller in writing ("Title Defects Notice") of any matters of record or survey matters disclosed on a current survey of the Property to which the Buyer objects, if any (such matters to which Buyer objects are referred to as "Disallowed Encumbrances"). If Buyer fails to notify Seller timely with a Title Defects Notice, then this contingency shall be deemed waived by Buyer.
- b. All title and survey matters relating to the Property, other than the Disallowed Encumbrances, shall be deemed to have been waived by Buyer, and Buyer shall accept the Property subject to such title exceptions (such title exceptions are referred to as "Permitted Encumbrances"). Notwithstanding the foregoing, Buyer shall have the right to run title between the end of the Title Examination Period and the purchase closing.
- c. Within 15 days of receipt of a Title Defects Notice (if any), Seller shall provide Buyer with notice ("Commonwealth's Cure Notice"), which shall indicate the Disallowed Encumbrances that Seller intends to cure, if any.
- d. In the event the Commonwealth's Cure Notice does not include all of the Disallowed Encumbrances, Buyer shall have the right by notice to Seller within 15 days of receipt by Buyer of the Commonwealth's Cure Notice to terminate this Agreement. In the event Buyer does not elect to terminate this Agreement, those Disallowed Encumbrances which were not included in the Commonwealth's Cure Notice as Disallowed Encumbrances which Seller intended to cure shall be deemed for all purposes hereof to be Permitted Encumbrances.

The opportunity for Buyer to undertake due diligence during the Due Diligence Period shall not be construed to mean that the Property will be sold in anything other than its "AS IS" "WHERE IS" and "WITH ALL DEFECTS" condition, which Buyer understands and accepts.

9. EXTENSION TO CONFORM OR ACCELERATION OF CLOSING

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

10. FAILURE TO PERFECT TITLE OR DELIVER POSSESSION

If at the expiration of the extended time, Seller shall have failed to remove any defects in title, deliver possession, or make the Property conform to the terms of this Agreement, as the case may be, then unless Buyer shall elect to close pursuant to Section 9, 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.

11. 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.

12. 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 made to expressly survive delivery of the deed.

13. 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.

14. ENVIRONMENTAL RELEASE AND INDEMNIFICATION COVENANT

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

(as hereinafter defined) relating to the Released Claims and any other use, storage, generation, handling, treatment, disposal or release of any Hazardous Materials at or from the Property arising in circumstances, including, but not limited to: (a) prior to Grantee's ownership of the Property; (b) as a result of Grantee's due diligence investigations on the Property; (c) during Grantee's ownership of the Property; (d) as a result of any enforcement action or other Claim seeking or requiring removal, clean up or other mitigation of Hazardous Materials at and from the Property that is brought by any governmental authority with jurisdiction over such action or claim; and (e) from any failure of Grantee, or any party claiming by, through or under Grantee, to comply with all Legal Requirements in connection with Grantee's use, operation or ownership of the Property.

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

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

- c. The foregoing release and indemnification shall be recited in all subsequent deeds, leases (but not residential leases), easements, mortgages and any other instrument evidencing a transfer of an interest in the Property. The foregoing release and indemnification shall run with the Property, inure to the benefit of DCAMM and the Commonwealth of Massachusetts, and shall bind all future purchasers, grantees, lessees, mortgagees and any other person holding an interest in the Property, and the successor and assigns of any of them, not including buyers or tenants of all or any portion of interest in the Property during their use of the Property as their primary residence. For the avoidance of doubt the foregoing release and indemnification shall be recited in all subsequent deeds, leases (but not residential leases), easements, mortgages and any other instrument evidencing a transfer of an interest in the Property and is applicable during all times the Property is not used as a primary residence. Buyer acknowledges and agrees for itself and for

all subsequent holders of an interest in the Property, and the successors and assigns of any of them, that the receipt of the foregoing release and indemnification was a material inducement for the transfer of the Property by DCAMM and the Commonwealth of Massachusetts. Said transfer to the Buyer was part of the Commonwealth of Massachusetts plan for the orderly redevelopment of the Property for productive use, and as such, the foregoing release and indemnification shall be deemed to touch and concern the land. By acceptance of a deed, lease, easement, mortgage or other instrument evidencing a transfer of an interest in the Property, Grantee and every subsequent holder of an interest in the Property shall be deemed to have accepted the provisions of the foregoing release and indemnification.

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

15. 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.

16. 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.

17. NO CONTINGENCIES

Buyer acknowledges that this Agreement contains no contingencies affecting Buyer's obligation to perform other than those set forth in this Agreement.

18. BUYER'S DEFAULT

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

19. BUYER'S REPRESENTATION REGARDING BROKER

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

20. NO LIABILITY OF COMMONWEALTH EMPLOYEES

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

21. NOTICES

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

- a. by delivery in hand or by reputable overnight express courier,
- b. by email with delivery receipt, or
- c. by United States certified mail, return receipt requested, postage prepaid.

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

22. CONSTRUCTION OF AGREEMENT

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

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

23. APPLICABLE LAW

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

24. NO ASSIGNMENT

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

25. INVALIDITY OF CERTAIN PROVISIONS

If any term or provision in this Agreement shall be determined invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable 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 counterparts, each of which shall be deemed an original. Signatures of this Agreement transmitted by electronic mail (*.pdf or similar file types) shall be valid and effective to bind the party so signing.

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.

List of Exhibits:

- Exhibit A: Plan of Land
- Exhibit B: Request for Proposals
- Exhibit C: Buyer's Proposal
- Exhibit D: Form Beneficial Interest Disclosure Form
- Exhibit E: Form MEPA Agreement
- Exhibit F: Form of License

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED UNDER SEAL as of the Date of Agreement.

BUYER: [BUYER]

Print Name: _____

Date: _____

SELLER:

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

Adam Baacke, Commissioner

Date: _____

Exhibit A: Plan of Land

Exhibit B: Request for Proposals

Exhibit C: Buyer's Proposal

Exhibit D: Beneficial Interest Disclosure Form

Exhibit E: MEPA Agreement

Exhibit F: License

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 106 Hale Street, Bridgewater, Massachusetts, and consisting of 1.6± acres, shown as Parcels 8, 9, 10, 11, 12, 13, 14 and 16 (the “**Property**”) on the plan entitled “Plan of Land in Bridgewater, Mass owned by Independent Nail, Inc” recorded with the Plymouth County Registry of Deeds (the “**Registry**”) in Plan Book 35, Page 562 (the “**Plan**”). This conveyance is made subject to the Act and subject to and with the benefit of any and all easements, licenses, permits, agreements, rights of way, and other matters of record, to the extent the same are in force and effect.

I. Grantee Development Program

In partial consideration of and as a condition to this Release Deed, Grantee covenants and agrees to develop the Property for Housing Purposes, as defined by the Act, at no less than **[PROPOSED DEVELOPMENT PROGRAM INFORMATION, INCLUDING: Total proposed unit count by form of unit (single-family, townhouse, etc.), any populations targeted for occupancy, number of income-restricted units broken down by target AMI]**.

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) If the Property includes more than 10 housing units, not fewer than ten percent (10%) of housing units on the Property shall be affordable to households with incomes at or below eighty percent (80%) of the area median income, adjusted for household size.
- (c) Any 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 Bridgewater 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.
- (d) Grantee shall enter into a contract, mortgage agreement, deed restriction, or other legal instruments acceptable in form and substance to the Executive Office of Housing and Livable Communities, that restricts occupancy of 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) 24 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 Plymouth County Registry of Deeds, title to said Property shall revert to the Commonwealth:

- (a) If the Grantor claims that the Property has not or ceased to be used for Housing Purposes, Grantor shall provide written notice (“**First Reversion Notice**”) to Grantee, either by personal delivery or by U.S. registered or certified mail, postage prepaid with return receipt requested, or by express courier service providing receipt for delivery. The First Reversion Notice shall state the facts upon which Grantor claims improper use.
- (b) If Grantee does not dispute the facts alleged in the First Reversion Notice, Grantee shall have ninety (90) days from the date of the First Reversion Notice to cure the improper use as stated in the First Reversion Notice, or if such improper use is incapable of being cured within said ninety (90) day period (as determined by the Grantor, in Grantor’s sole discretion), Grantee shall commence such cure within said ninety (90) day period and diligently prosecute the same to completion, provided, however, that completion shall occur no more than twelve (12) months following the date of the First Reversion Notice. Grantee shall provide Grantor (i) written evidence

of cure or commencement of such cure, as applicable; and (ii) reasonable access to the Property, and documents relating to the Property to confirm the same.

- (c) If Grantee shall dispute the facts alleged in the First Reversion Notice, it may, within the ninety (90) day period following the date of such notice, respond with a written objection ("Objection Notice") explaining why the facts recited in the First Reversion Notice are not accurate or do not justify reversion in accordance with this Release Deed. Such Objection Notice shall be served in the same manner as the First Reversion Notice but shall also be addressed to the officer of the Commonwealth who issued the First Reversion Notice (or his or her successor, if such officer is no longer incumbent) if different from the notice requirements hereinafter set forth.
- (d) If an Objection Notice is served upon the Grantor within said ninety (90) day period, Grantor may either (i) accept such Objection Notice; or (ii) reject such Objection Notice and serve a second reversion notice ("Second Reversion Notice") upon the Grantee in the same manner as the First Reversion Notice may be served and thereafter Grantee shall have the opportunity to cure the improper use set forth in the Second Reversion Notice, as set forth in Section 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 Plymouth County Registry of Deeds. Such affidavit shall:
 - i. refer to this Release Deed;
 - ii. declare that a reversion has been declared by the Commonwealth pursuant to the provisions hereof;
 - iii. stipulate compliance with the First Reversion Notice provisions of this Release Deed and state whether or not an Objection Notice was timely filed and, if so, stipulate compliance with the Second Reversion Notice provisions of this Release Deed; and
 - iv. declare that title to the Property conveyed hereunder shall be forfeited for breach of condition and revert to the Grantor.
- (f) A certificate of entry pursuant to Massachusetts General Laws Chapter 184, Section 19 (or any superseding or successor statute) shall also be filed with the affidavit. Upon recording of the

affidavit and certificate of entry in conformity with the provisions of this Release Deed, all of Grantee's right, title and interest granted hereby in the Property for which the reversion is effective shall be forfeited for breach of condition and thereupon revert to the Commonwealth.

- (g) Within six (6) months following any such reversion, Grantee may request access to the Property to remove personal property and equipment, which Grantor may approve or deny in its sole discretion.
- (h) The failure of the Grantor to pursue its rights to forfeit Grantee's title shall not constitute a waiver of Grantor's rights. If the Grantor's right of reversion shall be found to be subject to the limitation imposed by Massachusetts General Laws Chapter 184A, Section 7, the restrictions on use in this Release Deed shall nevertheless continue to be enforceable in perpetuity pursuant to General Laws Chapter 184, Sections 23 and 26.
- (i) The foregoing use restriction(s) and right of reverter shall run with the Property, inure to the benefit of DCAMM and the Commonwealth of Massachusetts, and shall bind all future purchasers, grantees, lessees, mortgagees and any other person holding an interest in the Property, and the successor and assigns of any of them. In recognition of the foregoing, Grantee hereby agrees that all subsequent deeds for the Property shall include a recitation stating "The conveyance hereunder is subject to the use restriction(s) and right of reverter in favor of the Commonwealth of Massachusetts as set forth in that certain Release Deed dated _____, 202_____ and recorded with the Plymouth County Registry of Deeds in Book _____ at Page _____".
- (j) Upon written request, Grantor may issue estoppel certificates regarding Grantor's right of reversion, in a form acceptable to Grantor.
- (k) In the event that Grantee obtains any future residential mortgage(s) upon the Property that are held by a bank or other financial institution (a "Lender"), upon written request from Grantee, Grantor may subordinate Grantor's right of reversion as set forth herein provided that any such Lender execute and deliver to Grantor a recognition agreement in form acceptable to Grantor which, at a minimum, shall have the Lender and Grantor agree to the following: (i) the Lender shall have an opportunity to cure any violation of the use restriction(s) set forth herein prior to Grantor exercising the right of reverter, (ii) in the event Lender or any person purchasing at foreclosure takes possession of the Property by reason of foreclosure of the mortgage, deed-in-lieu of foreclosure or otherwise, the Property shall remain subject to all restrictions set forth herein and (iii) Grantor's right of reversion shall survive any such foreclosure or subsequent sale.
- (l) Any notice to Grantor required or permitted hereunder shall be sent to the following (or such other address as Grantor may designate by notice to Grantee from time to time):

Commissioner
Division of Capital Asset Management and Maintenance

One Ashburton Place, 15th Floor
Boston, Massachusetts 02108

and to

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

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

[GRANTEE CONTACT INFO]

and to

[GRANTEE CONTACT INFO]

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 future migration or threatened migration of Hazardous Materials onto, under, within or from the Property and any abutting property. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding

which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

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

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

As used herein, the term "Hazardous Materials" means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA") (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended ("RCRA") (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E (and its implementing regulations), and the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health, safety, or welfare or the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated

biphenyls, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, materials, and substances which could lead to any liability, costs, damages, and/or penalties under any Legal Requirements (as hereinafter defined). The term "Legal Requirements" shall mean all past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof.

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

For title see Plymouth County Registry Deeds Book 44352, Page 296.

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

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

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

By: _____
Adam Baacke, Commissioner

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

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

By: _____
Adam Baacke, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

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

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

ACCEPTANCE OF RELEASE DEED BY GRANTEE

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

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

[GRANTEE], a [ENTITY TYPE]

By: _____
[NAME], [TITLE]

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

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

(official signature and seal of notary)

Name: _____

My commission expires: _____