

## **SUBMISSION CHECKLIST**

All proposals must include the following materials and information:

- ☐ Deposit Check  
(submitted in a separate envelope)
- ☐ Letter of Transmittal
- ☐ Proposal Cover Sheet
- ☐ Developer Information
- ☐ Development Plan(s)  
(Including the Access and Opportunity Plan)
- ☐ Financial Information  
(Submit in a separate package - including a pro-forma)

EXHIBIT 2:

**PROPOSAL COVER SHEET  
210 Springs Road, Bedford MA**

Attached is a proposal submitted by \_\_\_\_\_,  
dated \_\_\_\_\_, in response to the Request for Proposals ("RFP") dated  
to purchase of state-owned land, building, and any other improvements located at 210 Springs  
Road, Bedford, Massachusetts.

The Proposer acknowledges that all expenses related to the preparation of this proposal,  
including any costs related to any brokerage or third-party representation engaged by the  
Proposer, are at the Proposer's sole expense. The Proposer has read, understands, and agrees  
to comply with the terms and conditions set forth in the RFP and the Purchase and Sale  
Agreement attached to the RFP.

Financial Certification: The Proposer hereby represents to the Commonwealth of  
Massachusetts that its investment team will have the financial strength to close the sale with  
the Commonwealth in accordance with the terms and conditions of the Purchase and Sale  
Agreement and to redevelop the Property to completion.

Witness the execution hereof by the Proposer.

(Signature)

(Date)

Print Name:

Organization:

Address:

Telephone:

EXHIBIT 3:

**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: Tayler Morris

Phone: (617) 821-4426  
Email: Tayler.Morris@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

b. BUYER:

[BUYER]  
[ADDRESS 1]  
[ADDRESS 2]

Attention: [NAME]

Phone: [PHONE]  
Email: [EMAIL]

c. PARTIES:

Collectively, Seller and Buyer.

d. PROPERTY:

The parcel known as 210 Springs Road, Bedford, as shown on the plan entitled “Plan of Land, Bedford, Mass.”, dated January 20, 1973 (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.

## EXHIBIT 3:

- 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 \$25,000.00 ("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:

- a. The Property shall be used for Housing Purposes. Housing Purposes is defined as the development of housing for use as the primary residence of the occupant including, but not limited to, market rate housing, affordable housing and public housing.
- 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 it does 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.

### 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.

### EXHIBIT 3:

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

EXHIBIT 3:

(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



### EXHIBIT 3:

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

### EXHIBIT 3:

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: Beneficial Interest Disclosure Form  
Exhibit E: MEPA Agreement  
Exhibit F: Form of License

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EXHIBIT 3:

**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 3:

**Exhibit A: Plan of Land**

EXHIBIT 3:

**Exhibit B: Request for Proposals**

EXHIBIT 3:

**Exhibit C: Buyer's Proposal**

EXHIBIT 3:

**Exhibit D: Beneficial Interest Disclosure Form**



EXHIBIT 3:

**Exhibit E: MEPA Agreement**

EXHIBIT 3:

**Exhibit F: Form of License**

EXHIBIT 3:

**COMMONWEALTH OF MASSACHUSETTS**  
**NON EXCLUSIVE LICENSE/ACCESS AGREEMENT**  
**TO ENTER ONTO STATE-OWNED REAL PROPERTY**  
**FOR LIMITED SITE ASSESSMENT PURPOSES**

This instrument is a nonexclusive License by and between the Commonwealth of Massachusetts, acting by and through its

**Division of Capital Asset Management and Maintenance** ("Licensor") and

\_\_\_\_\_ ("Licensee"), a (check one)

\_\_\_\_ Corporation

\_\_\_\_ Partnership

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Not-For-Profit Corporation

\_\_\_\_ Limited Partnership

\_\_\_\_ Other: \_\_\_\_\_

Whereas, the Commonwealth of Massachusetts is the owner of certain real property which is more fully described in Section 2 of this License; and

Whereas, the Licensor is responsible for the care, control and maintenance of said real property; and

Whereas, Licensee needs to enter upon said real property for the limited purposes described in Section 3 of this License.

Now, therefore, Licensor hereby grants such entry and use subject to the following terms and conditions:

1. REFERENCE DATA

Date of License: \_\_\_\_\_

Mailing Address of Licensor:

Div. Capital Asset Management and Maintenance  
One Ashburton Place, Room 1505  
Boston, MA 02018  
TEL NO. (617) 727-4050  
FAX NO. (617) 727-5363

Mailing Address of Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
TEL NO. \_\_\_\_\_  
FAX NO. \_\_\_\_\_

Licensed Premises:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permitted Uses:

As described in Section 3 and Ex. B.

Term of License:

From: \_\_\_\_\_ To: \_\_\_\_\_

Consideration to be Paid by Licensee:

Reports defined in Section 3 below.

## 2. LOCATION OF PREMISES

Entry and use are limited to the following real property ("Premises"), as shown on the plan attached to this License as Exhibit A.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach plan or diagram showing location of licensed Premises)

Licensee's employees, agents and contractors shall have, as appurtenant to the License hereby granted, the non-exclusive use, in common with others entitled thereto, of any sidewalks, and entrances and exits from public streets and highways serving the Premises for the period of this License only and for the purposes of access and egress to undertake the Permitted Uses (defined in Section 3).

## 3. PURPOSE AND USE

The rights of Licensee under this agreement shall be exercised solely for the following purposes (the "Permitted Uses"):

To enable Licensee to enter upon the Premises to perform a limited assessment of certain environmental and geophysical conditions comprised of the work described in the Scope of Work attached to this License as Exhibit B. Licensee shall also comply with the requirements of Exhibit D – Special Conditions.

In partial consideration for this License, copies of all "Reports" (as defined below) shall be provided by Licensee to Licensor for its use and reliance promptly upon their preparation and, at Licensor's sole discretion, may be distributed by Licensor to any other state agencies and authorities. As used in this License, "Report" shall mean and include any and all documentation relating to the Permitted Uses under this License, whether produced by Licensee, or any of its contractors, agents, employees, representatives or invitees or by any other person or entity for Licensee, including without limitation, any reports, letters or memoranda produced under the Scope of Work, any test data, and any inspection reports. Nothing in this License shall be construed for any purpose to create an agency or joint venture relationship between Licensor and Licensee.

#### 4. CONDITION OF PREMISES

Licensee acknowledges and agrees for itself and its contractors, agents, employees, representatives and invitees that it accepts the Premises in "as is" condition, that Licensor is under no obligation to make any repairs, renovations, or alterations to the Premises, and that Licensor has made no representations or warranties regarding the fitness of the Premises for Licensee's intended purpose or use.

#### 5. TERM

The Term of this License shall be as specified on page 1 of this License, unless otherwise terminated earlier in accordance with the terms of Section 17.

The term of this License may be extended at Licensor's sole option exercised by Licensor only by an express prior written extension executed by Licensor.

#### 6. HOURS OF OPERATION

During the term of this License, Licensee shall be permitted to undertake the Permitted Uses at the Premises during the following times only:

Weekdays:	from _____	to _____
Saturday & Sunday:	from _____	to _____
State Holidays:	from _____	to _____

and only after giving Licensor at least three business days (excluding Saturdays, Sundays, and State and Federal holidays) advance notice including the date and time when Licensee or its contractors, agents, employees, representatives or invitees will enter the Premises, a description of the work within the Permitted Uses to be performed at that time, and an itemization of any equipment and vehicles to be used on the Premises at that time.

## 7. PERMITS

This License and all rights of Licensee hereunder are specifically dependent upon the issuance to the Licensee and its contractors, agents, employees, representatives and invitees of all permits, licenses and approvals required to undertake the Permitted Uses at the Premises in accordance with all applicable laws, regulations and governmental requirements, from those governmental authorities having jurisdiction. It shall be the responsibility of Licensee to obtain any such permits, licenses and approvals, at Licensee's sole cost and expense prior to Licensee's undertaking the Permitted Uses. In the event Licensee or its contractors, agents, employees, representatives or invitees is refused any such permit, license or approval, this License shall be immediately null and void, with no further obligations by either party to perform, except for Sections 11, 12, 13 and 14 below. If any such permit, license or approval is revoked, adversely amended or cancelled during the term of this License, it shall be cause for terminating this license immediately as set forth in Section 17(C) hereof. **In the event Licensee's scope of work includes any digging on Commonwealth property, Licensee shall comply with the Massachusetts "Dig Safe" law and regulations (M.G.L. Chapter 82, sections 40-40E and 220 CMR 99.00, et. seq.).**

## 8. ALTERATION OF THE PREMISES

Licensee shall make no alterations or improvements upon the Premises except as may be specifically permitted in the Scope of Work in Exhibit B. Any alterations or improvements made by Licensee shall be made in accordance with the terms and conditions established by Licensor, which may include prior approval of plans, insurance coverage, and a requirement that Licensee remove any or all of its alterations or improvements upon the expiration or earlier termination of this License. All such alterations or improvements remaining upon the Premises after the expiration or termination of this License shall be subject to the provisions of Section 11 hereof.

## 9. LICENSEE'S EQUIPMENT

Licensee may bring such vehicles and other equipment upon the Premises as would ordinarily and reasonably be necessary to undertake the Permitted Uses on the Premises, subject to the requirements of Section 6 above.

## 10. UTILITIES

This License specifically excludes the right to use any utilities serving the Premises.

## 11. CONDUCT OF LICENSEE

### Non-interference with Licensor's Operations

Licensee shall at all times conduct itself so as not to interfere in any way with the use of the Premises by the Licensor. Licensee agrees to observe and obey all directives given by duly designated personnel of Licensor.

### Compliance With Laws

Licensee and its contractors, agents, employees, representatives and invitees shall at all times operate and perform the Permitted Uses in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, and requirements of governmental authorities and with all requirements of its insurance policies.

### Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and prior to the expiration of this License or immediately upon termination of this License, Licensee shall restore the Premises to its condition prior to Licensee's undertaking the Permitted Uses. Licensee shall perform the work in the Scope of Work and shall undertake the Permitted Uses in a good professional and workmanlike manner, and shall ensure that the Premises subject to its use are in good order at all times. The Licensee's responsibilities shall include, but not be limited to, the repair of any and all damage to the Premises whether resulting from acts of vandalism or the intentional or negligent acts of the Licensee or others, but excluding damage or breakage caused by employees, agents or invitees of the Licensor. All repairs made by Licensee shall be performed in a manner satisfactory to Licensor. Licensor shall have the option to make such repairs and restoration for the account of Licensee, in which event Licensee shall reimburse Licensor for any and all costs incurred by Licensor to make such repairs and restoration. Payment shall be made by Licensee within ten (10) business days after written demand by Licensor.

### Security

Licensee shall be solely responsible, at its sole costs and expense, for the safety and security of Licensee and of all of its contractors, agents, employees, representatives and invitees and their respective property.

### Cost of Operations

Licensee shall be solely responsible for any and all costs and expenses, damages, and liabilities associated with the exercise of its rights under this License and its operations and use of the Premises.

### Operations Limited to Permitted Uses

Licensee shall not conduct, nor permit any of its contractors, employees, agents, representatives or invitees to conduct, any operations or business upon or use of the Premises except for the Permitted Uses under Section 3 of this License.

### Hazardous Materials

Without limiting any of Licensee's obligations under this or any other Section of this License, Licensee agrees that it shall not cause any hazardous materials to be used, generated, stored or disposed of on, under or about, or transported to, from or through the Premises, except for soil,



groundwater or any other material originating on the Premises and removed from the Premises by Licensee as required for the Permitted Uses (e.g., drill cuttings and soil samples). Licensee assumes full liability and responsibility for such soil, groundwater or other material removed from and not replaced on the Premises including, but not limited to, responsibility for ensuring that the handling, treatment, transport, storage and/or disposal of these materials is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements.

If Licensee's use of the Premises results in the need for a response action under applicable environmental laws, the Licensee shall give immediate telephone notice to Licensors by calling the General Counsel at 617-727-4050. Without limiting any other provision of this License, completion of any such response action shall be the sole responsibility of the Licensee, and such response action shall be performed in accordance with applicable environmental laws at Licensee's sole expense to the extent such response action is necessitated by the Licensee bringing hazardous materials onto the site or to the extent Licensee's actions have exacerbated an existing environmental condition (e.g., puncturing an existing underground storage tank and causing a release or materially spreading an existing release), and shall not be performed without the prior approval of the Licensors unless an emergency situation exists and approval cannot be obtained. Licensors reserve the right to supervise Licensee's contractor(s) implementing any such response action, and all submittals required to be made to any regulatory agency must be reviewed and approved by Licensors. At Licensors' discretion, Licensors may elect within a reasonable period of time to conduct appropriate response actions and Licensee agrees to reimburse Licensors for the cost of same to the extent such response action was caused by Licensee's actions as set forth above. Licensee shall not be responsible for the mere discovery of pre-existing conditions on the Premises except to the extent Licensee's use exacerbates such condition.

This License shall not constitute any admission of liability or responsibility by Licensee for any contamination conditions on the Premises preexisting this License and not actually caused or exacerbated by Licensee, and shall be without prejudice to each party's respective rights and remedies to claim and recover reimbursement, in whole or in part, from any entity other than a party hereto.

For the purposes of this License, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", "hazardous wastes", "hazardous materials", "oil" or "asbestos" in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder.

#### Surrender of Premises

Upon the expiration or earlier termination of this License, Licensee shall immediately vacate and surrender the Premises to Licensors. Licensee also shall remove all of its property from the Premises and restore the Premises to the condition the Premises were in at the commencement of this License, reasonable wear and tear excepted, and, subject further, to any obligation Licensee may have hereunder to make repairs or improvements to the Premises. Upon agreement of the

parties, Licensee may abandon all or part of its property in place. In the event any of Licensee's personal property remains on the Premises after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by Licensor without any compensation to Licensee, or may be removed and either stored or disposed of by Licensor at the sole cost and expense of Licensee.

## 12. INDEMNIFICATION

Licensee accepts complete liability for the acts, omissions and negligence of the Licensee and its officers, directors, partners, owners, agents, contractors, employees, representatives and invitees while present upon the Premises or while exercising Licensee's rights hereunder. Without limiting the foregoing or any other provision of this License, the Licensee shall be responsible for the proper handling, transportation, treatment, storage and disposal of any soil, water, asbestos or other materials removed or disturbed during the performance of any Permitted Uses under this License and for any condition exacerbated or created as a result of the performance of any such Permitted Uses. The Licensee agrees to indemnify, save and hold harmless Licensor and the Commonwealth of Massachusetts, and its officers, employees, affiliates and representatives from any and all liabilities, claims, losses, injuries, actions, damages, penalties, costs or expenses arising from or on account of any breach by Licensee or its contractors, agents, employees, representatives or invitees of the terms and conditions of this License or any negligence, gross negligence or intentional misconduct or acts or omissions of Licensee or its contractors, agents, employees, representatives or invitees in connection with or in the carrying out of the Permitted Uses or any other activities pursuant to this License or at the Premises. This indemnity and hold harmless agreement includes indemnity against all costs, expenses and liabilities including, without limitation, court costs, attorneys fees, and response costs in connection with any such injury, loss, damage or liability or any such claim, or any proceeding brought thereon or in defense thereof.

## 13. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee or its contractors, employees, agents, representatives or invitees, for any injury or death to persons, loss or damage to vehicles, equipment, fixtures, or other personal property of any nature whatsoever of the Licensee or of its contractors, employees, agents, representatives or invitees, or of anyone claiming by or through any of them that are brought upon the Premises or used in connection with Permitted Uses or, without derogating from Section 3, any other uses of the Premises by any one other than Licensor and its contractors, agents, employees and representatives. Without limiting the foregoing, Licensor shall have no liability to Licensee for any injury, loss or damage caused by any act of Licensee's invitees or members of the general public.

## 14. INSURANCE

Without in any way limiting Licensee's liability hereunder, Licensee shall, or shall cause its subcontractors to, obtain and maintain during the full term of this License and for a reasonable time thereafter at least equaling any applicable statute of limitations period where necessary to

provide coverage for claims asserted based on events occurring during the term of this License, at its sole cost and expense, the following insurance in form and with underwriters satisfactory to the Licensors:

- A. Comprehensive public liability insurance insuring the Licensee against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon or about the Premises. Such insurance shall be written on an occurrence basis to afford protection in the amount of not less than three million dollars \$3,000,000 combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring the performance by Licensee of the indemnity agreement set forth in Section 12 of this License.
- B. Automobile Bodily Injury and Property Damage Liability Insurance in an amount not less than the compulsory coverage required in Massachusetts. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the activities under this License. The limits of liability of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence for Property Damage and two million dollars (\$2,000,000) combined single limit.
- C. Workers compensation insurance, including occupational disease benefits, covering Licensee's employees upon the Premises in such amounts as are required by law.
- D. Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease.
- E. Professional/Environmental Impairment Liability Insurance including coverage for environmental contamination, bodily injury and/or property damage arising out of acts, errors and omissions of Licensee or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of one million dollars (\$1,000,000) for each claim and three million dollars (\$3,000,000) in the aggregate. Coverage includes, without limitation, claims based upon or arising out of underground storage tanks. Notwithstanding any contrary provisions of the first paragraph of this Section 14, said Professional/Environmental Impairment Liability Insurance may be written on a "claims made" basis provided that the insurance coverage is maintained during the full term of this License and for a reasonable time thereafter at least equaling any applicable statute of limitations period, as necessary to provide coverage for claims asserted arising from or based on events occurring during the term of the License.
- F. Such other types of insurance and in such amounts as Licensors may, from time to time, require in its reasonable judgment.

The insurance coverage required by this Section shall be standard policies written on an occurrence basis, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, except for the Professional Liability policy, which is written on a claims made basis. Said insurance policy or policies shall name the Commonwealth of Massachusetts as an additional insured and first loss payee, as appropriate, and shall contain a provision stating that such coverage shall not be cancelled, reduced or otherwise materially

altered without at least thirty (30) days prior written notice to the Licensor. **Certificates of Insurance showing such insurance coverage as required by this Section are attached to this License as Exhibit C. Licensor reserves the right to request copies of the full insurance policies required hereunder.** In the event Licensee fails to obtain any of the insurance coverage required by this Section 14, or if any of the required insurance policies is cancelled, it shall be grounds for immediate termination of this License as provided in Section 17(C) of this agreement.

The insurance specified above (except for Worker's Compensation Insurance) shall contain waivers of subrogation in favor of Licensor and the Commonwealth of Massachusetts and provide that said insurance is primary coverage with respect to Licensee's activities hereunder.

Licensee hereby waives and relinquishes, and agrees to cause all its subcontractors to waive and relinquish, any right of subrogation it might have against Licensor and the Commonwealth of Massachusetts on account of any claim caused in whole or in part by any negligent or wrongful act or omission of Licensor or of any other agency of the Commonwealth. Licensee further agrees that it will require its insurers and its subcontractors' insurers (except for Worker's Compensation Insurance) to likewise waive and relinquish such subrogation rights and furnish evidence of waiver to Licensor.

Licensee further waives and relinquishes, and agrees to cause its subcontractors' insurers to waive and relinquish, any right of subrogation they may have against the Licensor and the Commonwealth under the provisions of the Worker's Compensation Act in Massachusetts to the full extent possible under Licensee's and its subcontractor's worker's compensation insurance policies.

#### 15. ASSIGNMENT

The Licensee shall not sell, assign, sublet, mortgage or transfer any interest in this License or any part of the Premises without obtaining, in each instance, the prior written consent of Licensor, which consent may be withheld for any reason or for no reason, or granted upon such conditions as Licensor shall determine, all in its sole discretion.

#### 16. RIGHTS OF LICENSOR AND AGENCY TO ENTER

The Licensor reserves the right and the Licensee shall permit the Licensor, other representatives of the Commonwealth of Massachusetts, and their contractors, agents, employees, and invitees to enter upon and use the Premises at any time for any and all purposes at Licensor's discretion.

#### 17. TERMINATION

This License shall expire on the date specified in Section 5, unless extended in compliance with the terms of this License and all other requirements of law, or unless terminated earlier under the following conditions:

A. Without Cause. Either Licensee or Licensors may terminate this License by giving written notice to the other party at least ten (10) calendar days prior to the effective date of termination stated in the notice.

B. For Cause. If, in the opinion of Licensors, Licensee fails to fulfill its obligations, Licensors may terminate this License by giving written notice to the Licensee at least five (5) calendar days before the effective date of termination stated in the notice. The notice shall specify in reasonable detail the nature of Licensee's breach. The notice may also state a period during which the breach may be cured by Licensee, provided that such period shall expire on or before the termination date stated in the notice. In the event the Licensee is given an opportunity to cure its breach (which shall be within the sole discretion of Licensors) and Licensee fails to complete such cure to the satisfaction of Licensors within the cure period, this License shall come to an end on the termination date stated in the notice.

C. Emergency. In the event Licensors determines that it is necessary to terminate this License or suspend Licensee's rights hereunder immediately in order to prevent injury or damage to persons or property, including the interest of Licensors or the Commonwealth of Massachusetts in the Premises, or to protect state or federal funds, Licensors may terminate this License or suspend Licensee's rights hereunder by providing written notice to Licensee stating the grounds for said termination or suspension. Said notice may be given in the form of a telegram, mailgram, hand-carried letter, "FAX" or other reasonable written means, and this License shall be terminated or suspended, as the case may be, upon delivery of said notice to Licensee.

In the event this License is terminated in accordance with any of the provisions of this Section 17, this License shall come to an end as fully and completely as if the term had expired on the date set forth in Section 5, and Licensee shall vacate and surrender the Premises as provided in Section 11. Upon the expiration or earlier termination of this License, Licensors may, immediately or at any time thereafter, enter upon the Premises or any part thereof and expel the Licensee and those claiming through or under the Licensee and remove their effects, forcibly, if necessary, which remedy shall be without prejudice to any other remedies which Licensors may have for breach of this License by Licensee.

In the event this License is terminated by Licensors in accordance with any of the provision of this Section 17, Licensee shall not be relieved of liability to Licensors for the consideration to be paid under Section 3 or for any injury or damage sustained by Licensors as a result of a breach by Licensee of any of the terms or conditions of this License, whether occurring before or after such termination. The provisions of Sections 11 and 12 of this License shall survive the expiration or termination of this License in any event. Licensee expressly waives any right to damages related to such termination, including incidental or consequential damages.

#### 18. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises, or any interest in real property. This license creates only a revocable contract right as herein described, and Licensee shall have no right to require specific performance of the obligations of Licensors hereunder.

## 19. NON-DISCRIMINATION

A. Licensee shall not discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Licensee, nor shall Licensee deny any person access to the Licensed Premises or to any activities or programs carried out pursuant to this License because of race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, genetics, pregnancy or pregnancy-related condition, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background.

B. The Licensee shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment and accommodations.

## 20. NOTICE

All notices or other communications required or permitted to be given under this License shall, unless otherwise expressly permitted hereunder, be in writing, signed by a duly authorized representative of the party giving the notice and shall be given by hand delivery (including, without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested. Such notices shall be sent or addressed to Licensor and Licensee at the addresses set forth in Section 1. Licensor or Licensee may, by notice given hereunder, at any time and from time to time, designate a different address or "FAX" number to which notices shall be sent. Notices served as aforesaid shall be deemed given for all purposes (i) on the date shown on the receipt for such delivery or (ii) as of the date such notice was sent in the event notice is given by "FAX" or if delivery is refused or acceptance could not be obtained.

## 21. MISCELLANEOUS PROVISIONS

This License may not be modified except in writing, duly executed by both parties.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

The Licensee, its employees, officers, or agents are not authorized to bind or involve the Licensor or the Commonwealth of Massachusetts in any contract or to incur any liability for or on the part of the Licensor or the Commonwealth of Massachusetts.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this agreement shall be enforced to the fullest extent permitted by law.

No consent or waiver, whether express or implied, by Licensor to or of any breach of the terms of this License by Licensee shall be construed as a consent or waiver to or of any other breach. No waiver of any breach or default or other indulgences shall be effective unless expressed in writing by Licensor.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions hereof.

Prior to exercise by any of Licensee's contractors of any rights hereunder, a duplicate conformed copy of this License concurred in by such contractors shall be provided to Licensor and such contractors shall provide the same indemnity to Licensor and the Commonwealth of Massachusetts as specified in Section 12, above.

No official, employee or consultant of the Commonwealth of Massachusetts shall be personally liable to Licensee or to any person claiming under or through Licensee for or on account of any alleged breach of this License, or for any act, failure to act or other matter arising out of the execution of this License or the performance of Licensor's obligations hereunder. This License shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

This License is to take effect as a sealed instrument.

The following exhibits and attachments are made a part of this License for all purposes:

- Exhibit A - Plan or Diagram of Licensed Premises
- Exhibit B - Scope of Work included in the Permitted Uses
- Exhibit C - Insurance Certificates
- Exhibit D – Special Conditions

**AGREED AND ACCEPTED**

**LICENSEE:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**LICENSOR: Division of Capital Asset Management and Maintenance**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Approved as to form by Division of Capital Asset Management and Maintenance  
Office of the General Counsel**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



**Exhibit A**  
**Plan or Diagram of Licensed Premises**

**Exhibit B**  
**Scope of Work included in the Permitted Uses**

**Exhibit C**  
**Insurance Certificates**

## **Exhibit D Special Conditions**

These special conditions apply to approved due diligence activities conducted by or on behalf of Licensee. Licensee is responsible for ensuring compliance by its consultants, subconsultants and contractors with these special conditions.

Additional conditions shall apply to due diligence activities as specified in any written approval issued by Licenser to Licensee for any detailed work plan(s) and for any Scope Revisions. Such additional conditions are incorporated by reference into this Exhibit D.

If any special condition conflicts with any other provision in the License, Licensee shall comply with the special condition. If Licensee believes that there may be such a conflict, Licensee shall consult promptly with Licenser.

1. Licensee shall ensure that its consultants and contractors continuously maintain a safe worksite, including but not limited to protecting pedestrians and putting in place appropriate safeguards with respect to vehicular traffic.
2. Licensee shall ensure that each of its consultants and contractors maintain its respective work areas and leave its respective work areas clean at the end of each day. Licensee shall also ensure that its consultants and contractors remove refuse (i.e., trash) from its worksite(s) at the end of each day.
3. Licensee shall ensure that each of its consultants and contractors conduct its respective work in compliance with applicable laws and regulations, and in an environmentally protective manner.
4. No samples may be taken, nor environmental analysis performed, unless Licenser has issued a prior written approval of a detailed work plan covering such sampling and analysis. Any such approved samples are to be collected, managed, and analyzed in accordance with the applicable laboratory methods, including but not limited to required QA/QC samples and preservatives.
5. Licensee shall not conduct nor allow any destructive sampling without the prior written approval of the Licenser.
6. All costs associated with the management and off-site disposal of investigation-derived wastes (IDW) shall be borne by Licensee to the extent Licensee is liable for such costs under Sections 11 (Hazardous Materials) and 12 (Indemnification) of this License.
7. Licensee shall follow best industry practices to identify potential subsurface utilities prior to digging any test pits. Such practices may include conducting a Ground Penetrating Radar (GPR) and/or Electromagnetic Induction (EMI) study in the areas where Licensee proposes to conduct such activities. If Licensee is unable to determine the presence or location of underground utilities, alternative methods for digging and/or boring may be proposed by Licensee. Licensee shall submit a revised SOW and written detailed work plan for review and approval prior to any such activities.
8. Licensee shall provide test pit locations at least seven (7) business days prior to the day that Licensee would like to conduct the approved work and notify Licenser of any changes of those locations.
9. Licensee shall provide Reports on all due diligence activities to Licenser as provided in Section 3 of the License. Copies of all boring logs, groundwater elevation gauging, field parameters, and analytical data shall be provided to Licenser within ten (10) business days of the

end of field work. In addition, said Reports shall document the proper closure of each test pit, including but not limited to narratives and photographic evidence.

10. Licensee shall ensure that test pits are backfilled with the material that was dug from that test pit and compacted to grade and restored to preexisting condition. Licensee shall ensure that the backfilling is conducted promptly and in such manner as to ensure that no settlement of the backfill area will occur.

11. If field screening, visual or olfactory observations indicate potential impact by OHM to soil, groundwater, or surface water, Licensee shall notify Licensor immediately as required under this License.

12. Additional conditions shall apply to due diligence activities as specified in any written approval issued by Licensor to Licensee for any detailed work plan(s) and/or for any revisions to the Scope of Work.

13. Licensee shall ensure that each of its consultants, contractors, etc. have read and understand these conditions and any conditions set in any Licensor approval of any work plans, prior to the conduct of the approved work plan. Licensee shall document that it has provided all the written conditions concerning the approved work plan by obtaining dated signatures from of its staff, consultants, contractors, etc. in advance of the approved work being conducted.

14. Licensee shall provide written notice at least seven (7) business days prior to the day that Licensee would like to conduct the approved work, so that Licensor has ample notice of opportunity to observe the work.

15. Licensee shall provide contact information for their field representative at least seven (7) business days prior to the day that Licensee would like to conduct the approved work.

16. Licensee shall ensure that in conducting its Scope of Work it will take all necessary action to protect the privacy rights of any users or occupants of the Licensed Premises. In particular, any scanning or photographing of the Licensed Premises shall not include or shall obscure the faces or other identifying information of any person who is potentially visible or any documents.

**MEPA AGREEMENT**

**Dated:** \_\_\_\_\_

The undersigned in partial consideration of and as a condition to the acquisition of Commonwealth land and improvements, if any, at 210 Springs Road in Bedford, Massachusetts (the "Land") acknowledges and agrees that if there is any work or activity proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations") then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the interest in Land was acquired from the Commonwealth within five (5) years shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land or an interest in land acquired from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance ("DCAMM") evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five (5) years after the execution and delivery of the deed. In the event MEPA review of the project requires preparation of an EIR, the undersigned agrees that Proposed Section 61 Findings for DCAMM will be prepared in accordance with 301 CMR 11.07(6)(K).

This agreement survives the delivery of the executed release deed and binds the undersigned and its successors and assigns.

Executed under seal.

**[BUYER]**

\_\_\_\_\_  
(Signature)

Name:

Title:

Date:

Received by:

EXHIBIT 5:

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

By: \_\_\_\_\_  
By: \_\_\_\_\_

Name: Adam Baacke  
Title: Commissioner of Capital Asset Management and  
Maintenance

Date: \_\_\_\_\_

## EXHIBIT 6:

### 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 210 Springs Road, Bedford, Massachusetts, and consisting of 5.05± acres, shown as [PARCEL ID] (the “**Property**”) on the plan entitled “[PLAN OF LAND]” recorded with the Middlesex South Registry of Deeds (the “**Registry**”) in Plan Book [#], Page [#] (the “**Plan**”). This conveyance is made subject to the Act and subject to and with the benefit of any and all easements, licenses, permits, agreements, rights of way, and other matters of record, to the extent the same are in force and effect.

#### **I. Grantee Development Program**

In partial consideration of and as a condition to this Release Deed, Grantee covenants and agrees to develop the Property for Housing Purposes, as defined by the Act, 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) Not fewer than ten percent (10%) of housing units on the Property shall be affordable to households with incomes at or below eighty percent (80%) of the area median income, adjusted for household size; provided, however, that in no event shall fewer than one (1) unit be affordable to households with an income at or below eighty percent (80%) of the area median income, adjusted for household size.
- (c) Such housing units shall be designated and preserved as affordable units by affordable housing restriction under Chapter 184 of Massachusetts General Laws or other deed restriction. At the request of the town of Bedford 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) twenty four (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 Middlesex South 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 Middlesex South Registry of Deeds. Such affidavit shall:
  - i. refer to this Release Deed;
  - ii. declare that a reversion has been declared by the Commonwealth pursuant to the provisions hereof;
  - iii. stipulate compliance with the First Reversion Notice provisions of this Release Deed and state whether or not an Objection Notice was timely filed and, if so, stipulate compliance with the Second Reversion Notice provisions of this Release Deed; and

- iv. declare that title to the Property conveyed hereunder shall be forfeited for breach of condition and revert to the Grantor.
- (f) A certificate of entry pursuant to Massachusetts General Laws Chapter 184, Section 19 (or any superseding or successor statute) shall also be filed with the affidavit. Upon recording of the affidavit and certificate of entry in conformity with the provisions of this Release Deed, all of Grantee's right, title and interest granted hereby in the Property for which the reversion is effective shall be forfeited for breach of condition and thereupon revert to the Commonwealth.
- (g) Within six (6) months following any such reversion, Grantee may request access to the Property to remove personal property and equipment, which Grantor may approve or deny in its sole discretion.
- (h) The failure of the Grantor to pursue its rights to forfeit Grantee's title shall not constitute a waiver of Grantor's rights. If the Grantor's right of reversion shall be found to be subject to the limitation imposed by Massachusetts General Laws Chapter 184A, Section 7, the restrictions on use in this Release Deed shall nevertheless continue to be enforceable in perpetuity pursuant to General Laws Chapter 184, Sections 23 and 26.
- (i) The foregoing use restriction(s) and right of reverter shall run with the Property, inure to the benefit of DCAMM and the Commonwealth of Massachusetts, and shall bind all future purchasers, grantees, lessees, mortgagees and any other person holding an interest in the Property, and the successor and assigns of any of them. In recognition of the foregoing, Grantee hereby agrees that all subsequent deeds for the Property shall include a recitation stating "The conveyance hereunder is subject to the use restriction(s) and right of reverter in favor of the Commonwealth of Massachusetts as set forth in that certain Release Deed dated \_\_\_\_\_, 202\_ and recorded with the Middlesex South 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, 15<sup>th</sup> Floor  
Boston, Massachusetts 02108

and to

General Counsel  
Office of the General Counsel  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> 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 Middlesex South Registry deed Book 12429, Page 392, and Book 12429, Page 401.

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: \_\_\_\_\_



**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be emailed to [realestate.dcammm@mass.gov](mailto:realestate.dcammm@mass.gov) or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance

EXHIBIT 7:

**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)**

One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord

\_\_\_\_\_ Lessee/Tenant

\_\_\_\_\_ Seller/Grantor

\_\_\_\_\_ Buyer/Grantee

\_\_\_\_\_ Other (Please describe): \_\_\_\_\_

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐ NONE

NAME:

POSITION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

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- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY      DATE (MM / DD / YYYY)

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER

## DEPOSIT COVER SHEET

210 Springs Road, Bedford MA

Enclosed is a deposit of twenty-five thousand dollars (\$25,000) submitted by \_\_\_\_\_, as part of its response to the Request for Proposals ("RFP") dated August 11, 2025 to purchase state-owned land, building, and any other improvements located at 210 Springs Road, Bedford, Massachusetts.

I, \_\_\_\_\_, acknowledge that all Deposit Checks will be held by DCAMM in a non-interest-bearing escrow account. Deposit Checks will be returned to non-selected proposers after the Purchase and Sale Agreement (PSA) with the Designated Developer is executed. The \$25,000 deposit paid by the Designated Developer shall be non-refundable upon expiration of the due diligence period as outlined in the PSA.

Witness the execution hereof by the Proposer.

(Signature)

(Date)

Print Name:

Organization:

Address:

Telephone: