

# PURCHASE AND REDEVELOPMENT OPPORTUNITY REQUEST FOR PROPOSALS



Issued: August 7, 2024

Submission Deadline: November 7, 2024

Adam Baacke, Commissioner  
Commonwealth of Massachusetts  
Division of Capital Asset Management & Maintenance



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- L. MASSACHUSETTS HISTORICAL COMMISSION LETTER DATED February 24, 2022
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<HTTPS://WWW.MASS.GOV/DOC/APPENDIX-O-DEVELOPMENT-UNDERWRITING-ASSUMPTIONS-TEMPLATE-36-MAIN-ST-BROCKTON/DOWNLOAD>

# OVERVIEW



# SECTION 1 | OVERVIEW

## 1-1 INVITATION TO BID

### City Overview

Incorporated as a city in 1881, Brockton is the hub of the Metro South region. Once a shoe manufacturing center, the 21.48 square-mile city is now a service center for both its residents and neighbors. Known as a medical center, Brockton houses three large hospitals within the city. Brockton offers a variety of cultural activities including the Fuller Museum of Art and the Brockton Historical Society Museums. In 2021, Brockton was designated an age friendly city by AARP.

One of twenty-six Gateway Cities in the Commonwealth of Massachusetts, Brockton maintains a strong economy. With a population of approximately 105,643, a median income of approximately \$74,799 and a median housing price of approximately \$485,000, this city offers plenty of opportunity for growth. It's large and diverse workforce can easily access Boston, Providence and established commercial clusters that include food production, life sciences, electronics, healthcare, residential development, and minority-owned and small businesses. Brockton is an ideal location for doing business in the metro area with a Department of Planning and Economic Development that is ready to help developers.

### Location and Transportation

This downtown location offers easy access to major thoroughfares such as Route 24, Route 495 and Route 27 as well as the Commuter Rail System (Middleboro Line).

### South Plymouth County Apartment Market Overview

Brockton falls within the South Plymouth County submarket as defined by CoStar. The South Plymouth County multifamily submarket comprises roughly 9,900 units of inventory and has a vacancy rate of 5.8%. There have been 680 units of positive absorption and 780 units of net deliveries in the past year.

Rents have increased 4.3% in the past 12 months and are currently around \$2,370/month. Roughly 64 units are under construction in the South Plymouth County multifamily submarket.

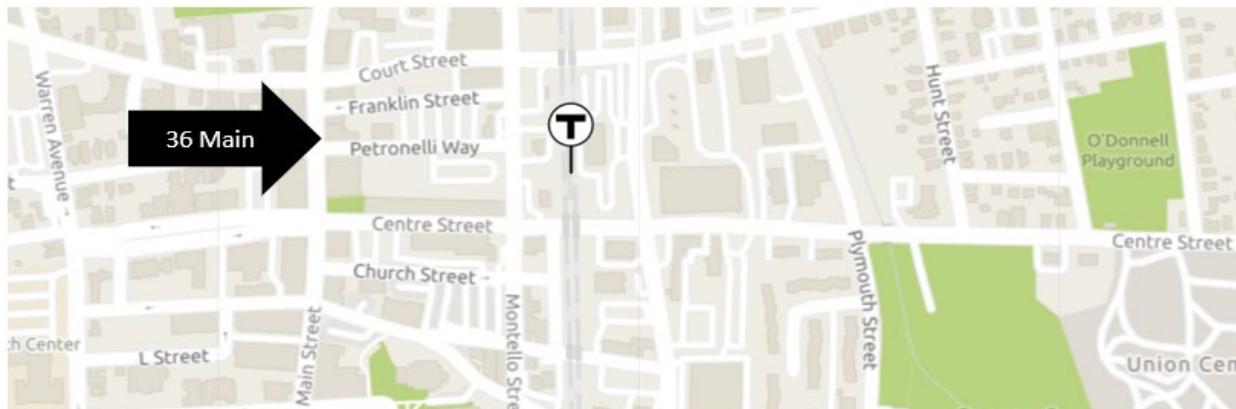
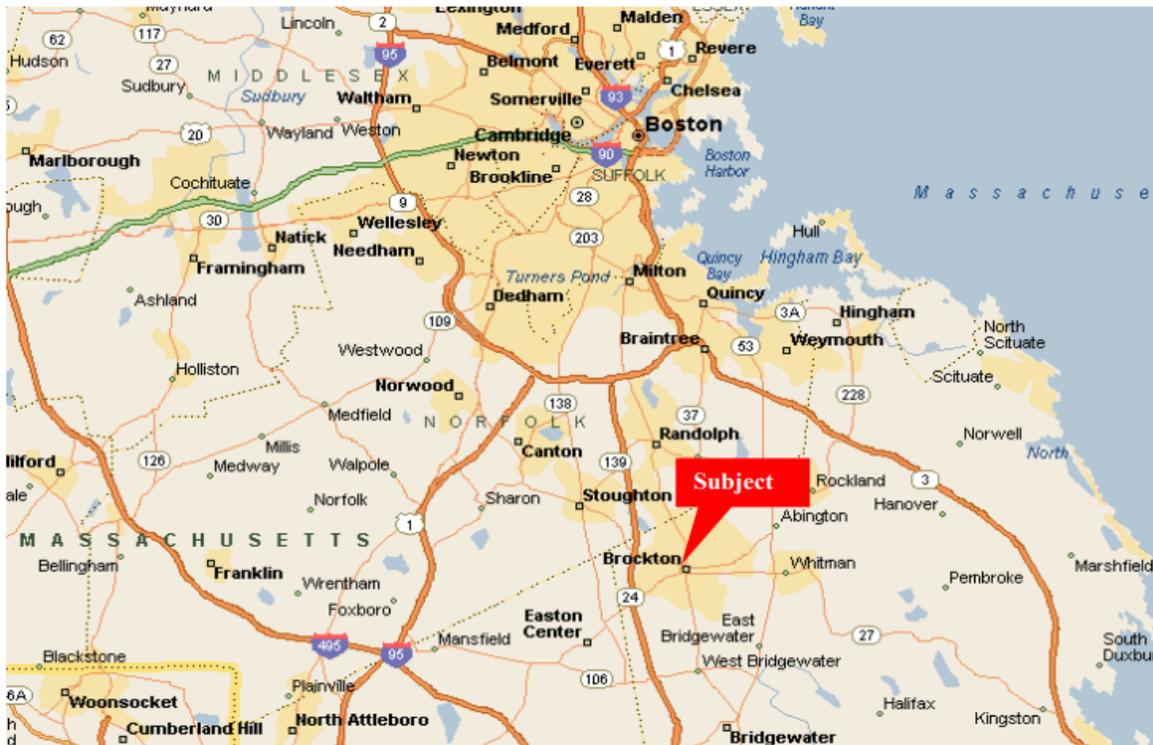
Vacancy is 14.0% in 4- & 5-Star buildings, and 440 units have been absorbed in this asset class over the past year. In 3 Star buildings, 3.3% of space is vacant, and 240 units have been absorbed over the past year. Around 1.7% of 1- & 2-Star space is vacant, and there have been 9 units of negative absorption over the past year.

Rents are around \$2,730/month in 4- & 5-Star buildings, \$2,360/month in 3 Star buildings, and \$1,870/month in 1- & 2-Star buildings. Year-over-year rent growth was 0.8% in 4- & 5-

Star buildings, 6.6% in 3 Star buildings, and 7.9% in 1- & 2-Star buildings.

Of the 9 sales in the past year, none were of 4- & 5-Star buildings, 3 were of 3 Star buildings, and 6 were of 1- & 2-Star buildings. The three-year average of this submarket is lower than the Boston market three-year average, which is 5.0%. The submarket is approximately 1,400 units larger than it was three years ago, which is solely the result of construction as there has not been any demolition. Rents have increased 12.3% over the past three years. Meanwhile, average rents increased 14.3% across the wider Boston market. There have been 47 sales over the past three years, amounting to \$87.2 million in volume and 680 units of inventory.

### Regional Location Map



## **Redevelopment Opportunities**

The City of Brockton has created the **Downtown Brockton Urban Revitalization Plan** which is designed to maximize investment opportunities. Please visit the following link:

<https://brockton.ma.us/wp-content/uploads/2018/10/brockton-urp-voted-by-city-council.pdf>

## **1-2 REDEVELOPMENT GOALS**

DCAMM is issuing this RFP to solicit proposals that:

- Meet or exceed the requirements of this RFP.
- Provide the vision, experience, and financial commitment to redevelop the Property within an expeditious timeframe.
- Propose future uses that complement the neighboring area.
- Demonstrate a viable redevelopment plan with minimal on-street parking demands.
- Respect neighborhood character and minimize the impacts of development upon abutting properties.

## **1-3 DIVERSITY AND INCLUSION GOALS**

DCAMM is strongly committed to ensuring that the sale and redevelopment of the Property provides opportunities for businesses and individuals that have been historically underrepresented in development projects of this size and scope. Accordingly, DCAMM is placing a high priority on proposals that maximize the level of minority-owned and women-owned business enterprise (“MBE/WBE”) participation in all aspects of the development and operation of the project.

Proposals will be evaluated to determine the extent to which they include meaningful participation in three activity areas: 1) development, financing, and ownership; 2) design and construction; and 3) operation of the project. DCAMM’s objective is to select a project team that is committed to an exceptional program for achieving the diversity and inclusion goals and aspirations.

## **1-4 RESPONSE PROCESS**

The process involves the submission of proposals responsive to this RFP; review by DCAMM of timely and properly submitted proposals; selection of a proposal at DCAMM's discretion; execution of a Provisional Designation Agreement (PDA) by the selected developer (Designated Developer), which will establish short-term conditions to be met by the developer; and

execution of a Purchase and Sale Agreement (PSA,) which will culminate in sale of the Property. Please refer to Section 4 for the selection process.

Before submitting a proposal, proposers should review the PDA attached to this RFP as Appendix C and the PSA attached to this RFP as Appendix D. The submission of a proposal will be deemed to constitute a representation by the proposer that, if selected, the proposer will execute the PDA and the PSA substantially in the form attached to this RFP. DCAMM will only consider changes to those documents that are necessary for the Designated Developer's redevelopment project, which changes must be approved by DCAMM in its sole discretion.

The Designated Developer will be expected to complete the milestones in the PDA within a period of 90-days from selection (Due Diligence Period), which may only be extended by written approval of DCAMM.

Following the expiration of the Due Diligence Period, the Designated Developer and DCAMM will enter into a binding PSA, in final form and substance acceptable to DCAMM. It is anticipated that the closing of the sale of the Property will take place within 90-days of execution of the PSA, which may only be extended by written approval of DCAMM.

## **1-5 SCHEDULE**

- RFP release: August 7, 2024
- Site visit/open house: September 10, 2024 at 10AM; additional dates may be added at DCAMM's discretion.
- Final date to submit questions is September 24, 2024 via DCAMM's website: <https://www.mass.gov/service-details/36-main-street-brockton-redevelopment-opportunity>
- All responses to questions posted via DCAMM's website: October 4, 2024
- RFP responses due: November 7, 2024, by 3PM

Please note that DCAMM will post the date for an information session for prospective developers on DCAMM's website: <https://www.mass.gov/service-details/36-main-street-brockton-redevelopment-opportunity>, during which MHC and BHC will have an opportunity to present information related to historic preservation of the Property.

**Proposals must be received by DCAMM at the address specified in this RFP not later than November 7, 2024, by 3PM**

## **1-6 SITE VISIT**

A site tour will be held on September 10, 2024 at 10AM. Tour date will be posted on the DCAMM website. In the event of inclement weather on the scheduled site tour date, please check the Commonwealth of Massachusetts website for information regarding potential cancelation/reschedule date.

## **1-7 RFP POSTING, AMENDMENTS AND QUESTIONS**

This RFP will be posted on the DCAMM website at: <https://www.mass.gov/service-details/36-main-street-brockton-redevelopment-opportunity>

DCAMM, in its sole discretion, will endeavor to answer relevant and appropriate questions, and any responses will be posted on the DCAMM website. The Commonwealth reserves the right not to respond to questions submitted after the final date to submit questions.

Any RFP amendments, clarifications, changes or updates (including changes to any dates and deadlines), and any DCAMM responses to proposers' questions will be posted on the DCAMM website only. It is the sole responsibility of prospective proposers to check the DCAMM website for new information. Only the RFP and communications posted on the DCAMM website will be binding concerning this RFP. DCAMM will not provide any accommodations to proposers who fail to check the website or who misinterpret any information posted in connection with this RFP.

## PROPERTY DESCRIPTION



# **SECTION 2 | Property Description**

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## **2-1 PROPERTY OVERVIEW**

The Property is located at 36 Main Street (aka 38 Main St) in the Downtown corridor of Brockton. Proposers are encouraged to review the Downtown Brockton Urban Revitalization Plan which can be found at <https://brockton.ma.us/wp-content/uploads/2018/10/brockton-urp-voted-by-city-council.pdf>. The Property is also within a Federal Opportunity Zone.

The Property is described as **Parcels One and Two** in a Deed recorded in Book 18251 Page 252-253, attached as Appendix E, and shown on a plan of land entitled “Plan of Land in Brockton, Massachusetts” Dated January 4, 1982, drawn by C.A. Pickering Associates, Inc. in Plan Book 22, Page 924, both with the Plymouth Registry of Deeds. The Property is also shown on the Site Plan and the Brockton Assessors Map 109, lot 52, which are included as Appendix B to this RFP.

## **2-2 PRESERVATION CONSIDERATIONS**

The Property is included in the Massachusetts Historical Commission’s (MHC) Inventory of Historic and Archaeological Assets of the Commonwealth and the building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing property to a potential North Downtown Historic District. Therefore, it is highly preferred that any redevelopment and new construction proposal would be considerate of the size, scale, massing, material, and character of the property, the surrounding historic buildings as well as the overall neighborhood. A draft National Register nomination for the North Downtown Historic District is under review by MHC as this RFP is being drafted and therefore is not included in the RFP Appendices.

Proposers should consider the following principles in preparing redevelopment plans:

- Preservation of character-defining features of the building is encouraged, if feasible;
- If it is determined that it is not feasible to preserve all of the character-defining features of the building, the feasibility of preserving the character-defining features of portions of the building should be examined and is encouraged, where feasible;
- Rehabilitation of the building and new construction on the property should be consistent with the recommended approaches in the Secretary of the Interior’s Standards for Rehabilitation of Historic Properties. <https://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>

The Commonwealth encourages as much preservation as is physically, economically, and financially feasible.

Proposers are strongly encouraged to obtain information on the Federal Historic Rehabilitation Tax Credit and the Massachusetts Historic Rehabilitation Tax Credit from the National Park Service website at <https://www.nps.gov/tps/tax-incentives.htm> and MHC website at <http://www.sec.state.ma.us/mhc/>.

Please note that DCAMM will post the date for an information session for prospective developers on DCAMM's website: <https://www.mass.gov/service-details/36-main-street-brockton-redevelopment-opportunity>, during which MHC and BHC will have an opportunity to present information related to historic preservation of the Property.

## **2-3 BUILDING INFORMATION**

The circa 1900 building sits on a 21,579± square foot lot. The building is part two-story, part four-story and also has a basement. It contains approximately 29,895 square feet of gross building area including the basement and approximately 23,020 square feet of gross building area not including the basement. The basement is approximately 6,875 square feet. It is in average condition.

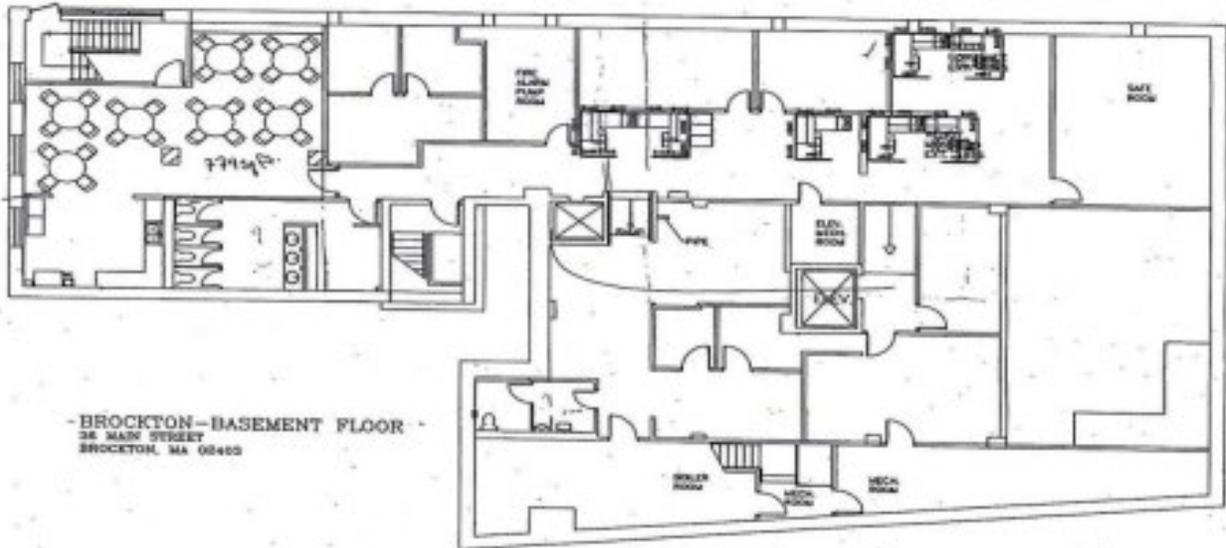
EXTERIOR AND INTERIOR PHOTOS AND FLOOR PLANS





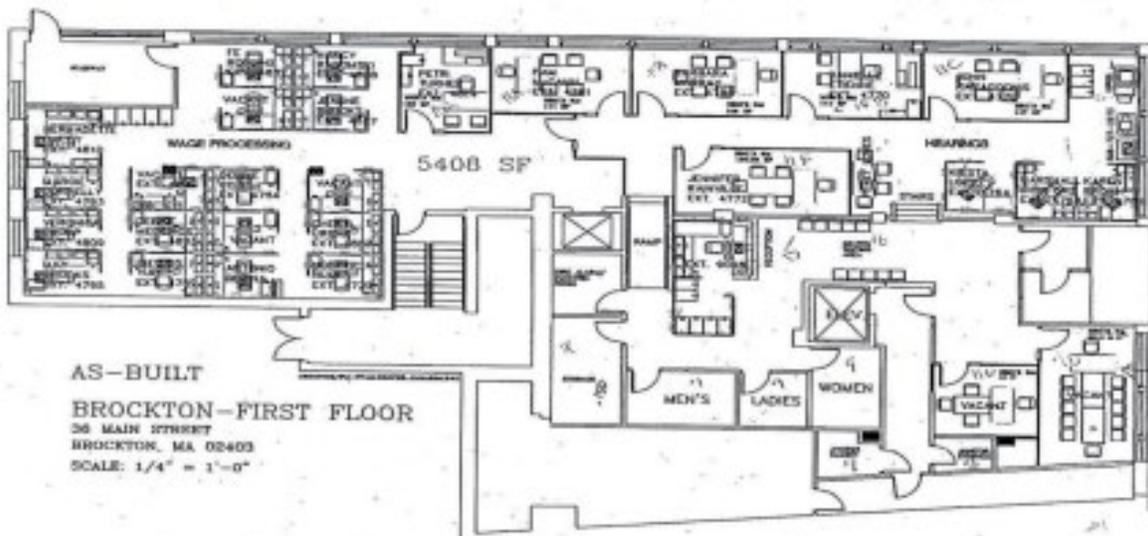
Wet Sprinkler System

# FLOOR PLANS



BROCKTON-BASEMENT FLOOR  
36 MAIN STREET  
BROCKTON, MA 02403

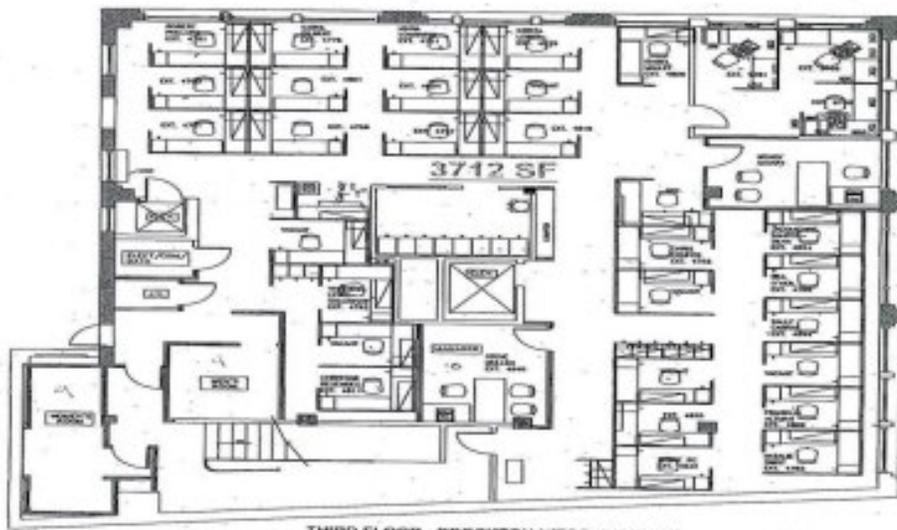
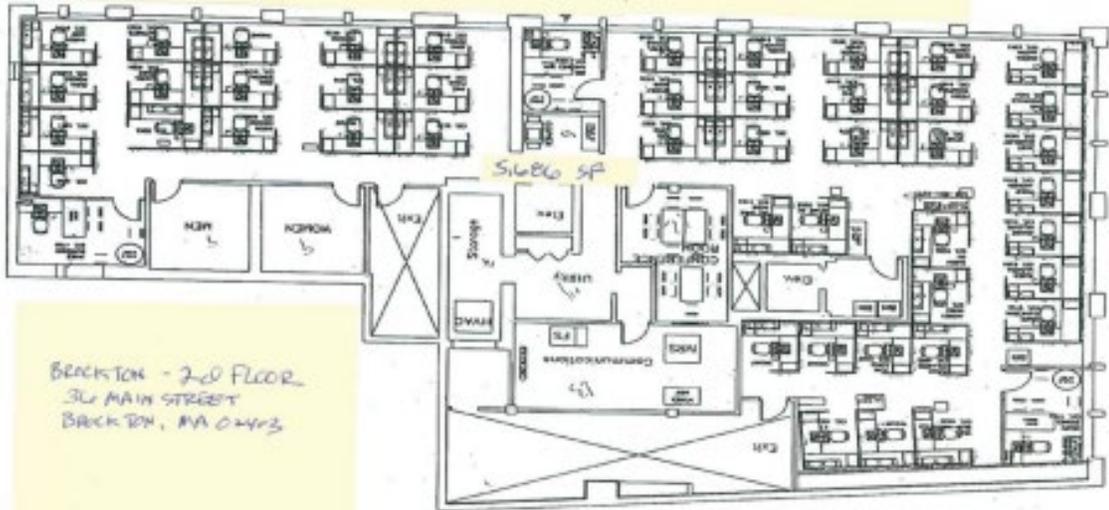
6795 SF



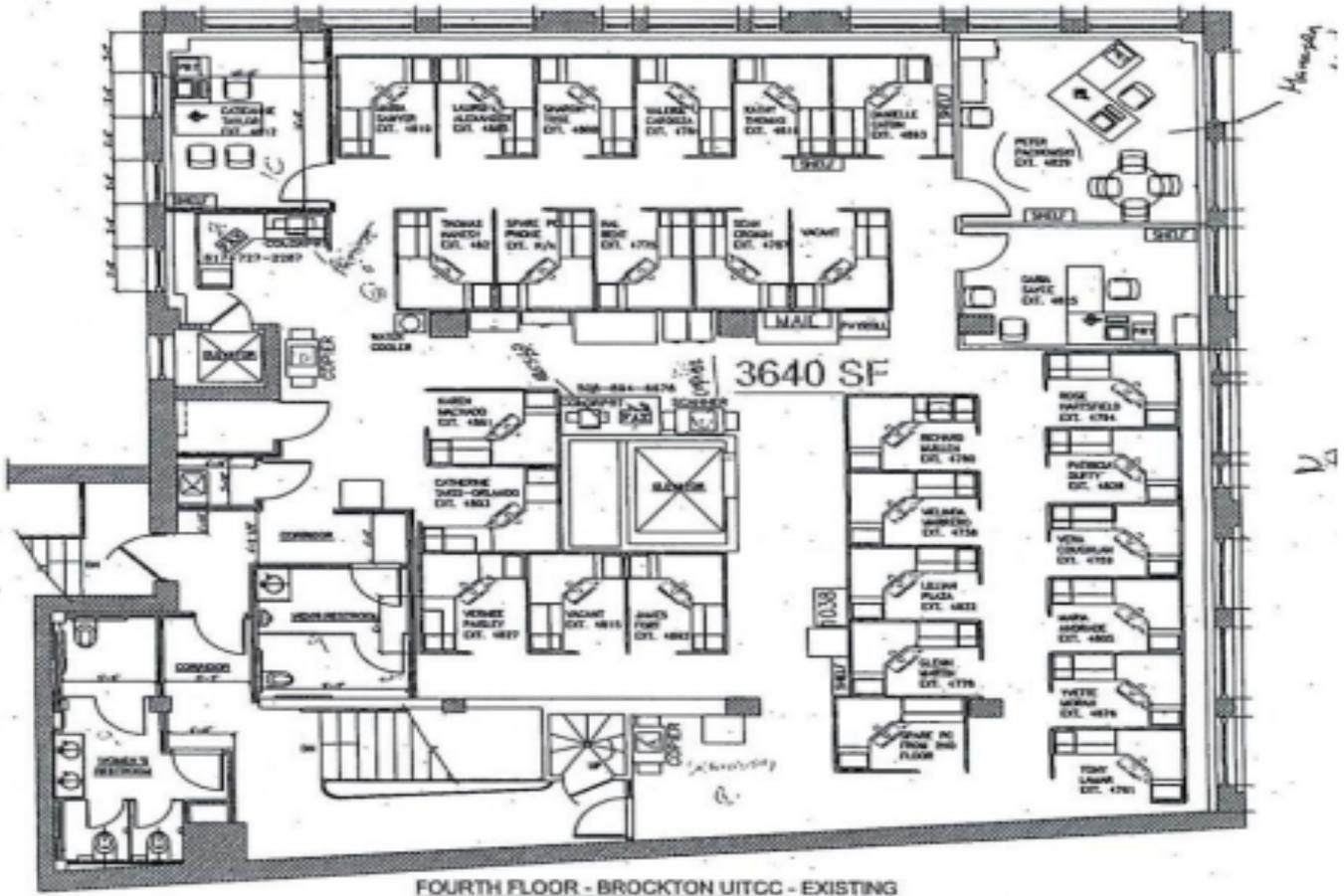
AS-BUILT  
BROCKTON-FIRST FLOOR  
36 MAIN STREET  
BROCKTON, MA 02403  
SCALE: 1/4" = 1'-0"

See notes on third floor (?)  
for not printed out

# FLOOR PLANS



## FLOOR PLANS



<b>Floor</b>	<b>NRA</b>	<b>GBA</b>
<b>First</b>	<b>5,408 SF</b>	<b>6,875 SF</b>
<b>Second</b>	<b>5,686 SF</b>	<b>6,875 SF</b>
<b>Third</b>	<b>3,712 SF</b>	<b>4,635 SF</b>
<b>Fourth</b>	<b>3,640 SF</b>	<b>4,635 SF</b>
<b>Total</b>	<b>18,446 SF</b>	<b>23,020 SF</b>
<b>Basement</b>	<b>0 SF</b>	<b>6,875 SF</b>
<b>Total</b>	<b>18,446 SF</b>	<b>29,895 SF</b>

## **2-4 UTILITIES AND INFRASTRUCTURE**

The Property has access to electrical, gas, water, and sewer infrastructure. The Designated Developer will be responsible for conducting investigation to confirm the location of these and/or any additional utilities on the Property.

## **2-5 BUILDING CONDITION INFORMATION**

The Property is offered for sale and will be conveyed as-is, where-is and with all defects. Proposers must independently confirm building and environmental site conditions. DCAMM makes no representations or warranties whatsoever regarding any building or environmental conditions. The Designated Developer will have the opportunity to undertake a non-invasive inspection of the Property following execution of the PDA. The PSA will require the Designated Developer (and guarantor, if applicable) to indemnify and hold the Commonwealth and DCAMM harmless from and against all loss, costs, and damages due to the environmental condition of the Property.

## **2-6 EASEMENTS**

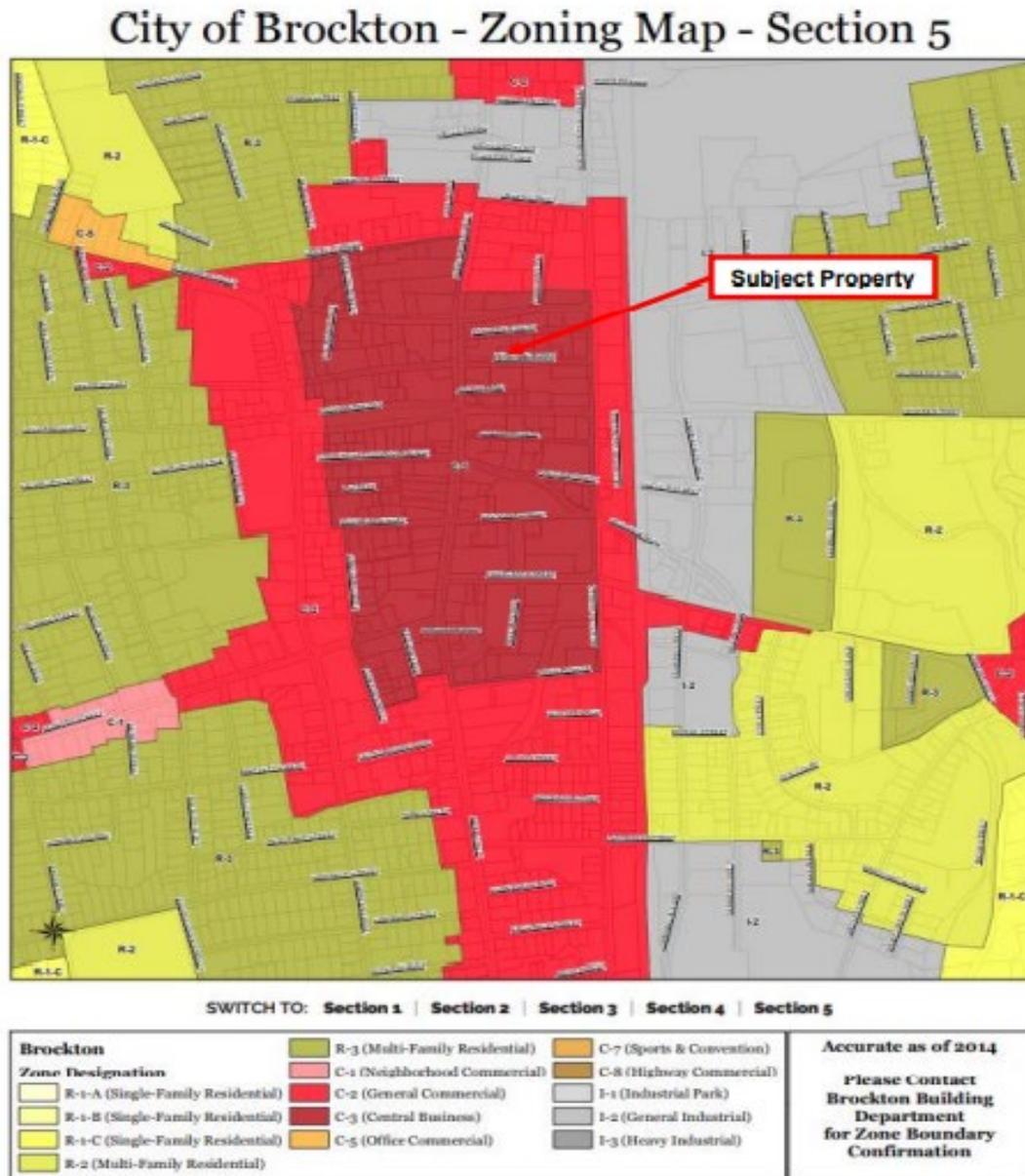
The Property will be conveyed subject to all restrictions, easements, and encumbrances of record and/or shown on the Site Plan.

The Commonwealth may retain or reserve any existing or new rights, easements or licenses for utilities or infrastructure including, without limitation, water, sewer, electric, drainage, telecommunications, sidewalks, roadways and parking over, under or upon the Property, as may be reasonably necessary for adjacent Commonwealth-retained properties. The PSA may provide that with the Commonwealth's reasonable consent and at the Designated Developer's sole expense, the Designated Developer may relocate any such right or easements retained or reserved by the Commonwealth from time to time on the Property, so long as the relocation does not result in any material interruption of utility or other services being provided to the Commonwealth's land by use of such rights and easements, and subject to any restrictions as may be specified in this RFP or the PSA.

The Commonwealth has granted an Access, Maintenance and Repair Easement to an abutter. The Easement is recorded at the Plymouth County Registry of Deeds in Book 56506, Page 180. The Easement is also attached as Appendix N.

## 2-7 ZONING

The Property sits within the Downtown Core in a C-3 Commercial District, surrounded by a C-2 Commercial District. For allowed uses, dimensions, and other provisions, proposers should review the current Brockton, Massachusetts - Code of Ordinances, Comprehensive Zoning. The Property is also within an M.G.L. 40R Smart Growth Overlay District.



The Designated Developer will be responsible for confirming and complying with applicable zoning requirements.

## SUBMISSION REQUIREMENTS



*Source: City of Brockton Webpage*

# SECTION 3 | SUBMISSION REQUIREMENTS

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## 3-1 PROPOSAL CONTENTS

All proposals must include the following materials and information:

- A. Deposit Check
- B. Letter of Transmittal
- C. Proposal Cover Sheet
- D. Developer Information
- E. Development Plan
- F. Financial Information

All proposals must be unconditional meaning the Commonwealth or DCAMM will not be responsible for any repairs, improvements or financial contributions by the Commonwealth or any request for adjustment of the purchase price, for any reason whatsoever.

## 3-2 DEPOSIT CHECK

***All proposals must be accompanied by a bid deposit of \$5,000.00 in the form of a certified cashier's, treasurer's or bank check made payable to the Commonwealth of Massachusetts. Bid deposits will be held by DCAMM in a non-interest-bearing escrow account.*** Bid deposits will be returned to non-selected proposers after the PDA with the Designated Developer is executed. The \$5,000.00 deposit paid by the Designated Developer shall be nonrefundable upon execution of the PDA. An additional deposit equal to 10% of the purchase price will be required at the time of execution of the PSA.

## 3-3 LETTER OF TRANSMITTAL

The proposal must include a one-page letter of transmittal signed by the principal(s) of the proposer.

## 3-4 PROPOSAL COVER SHEET

The proposal must include a completed Proposal Cover Sheet in the form provided as Appendix F.

## 3-5 DEVELOPER INFORMATION

The proposal must include a description of the development team, the individuals, and organizations to be involved in the purchase and their experience, as well as references. This description must include the following information:

- A. The name, address and telephone number of the proposer, the name(s) of the representative(s) authorized to act on the proposer's behalf, and the name of the senior person designated as the contact to which all correspondence should be addressed.
- B. Proposers should identify MBE/WBE and individual minority or women team members early in the process and indicate in their proposals the nature of that participation in each of the three activity areas (1. Development, financing and ownership, 2. Design and construction, 3. Operation of the project) of the redevelopment project (e.g. names of team members, specific roles, percent of total participation, as appropriate). DCAMM reserves the right to contact such MBE/WBE team members and individuals to clarify their proposed roles in the project. Where partners have not yet been identified, proposals should indicate what steps will be taken or are being taken to identify MBE/WBE participation.
- C. If the proposer is not an individual doing business under the proposer's name, the proposal must describe the status of the entity (whether a non-profit or charitable institution, a general, limited, or limited liability partnership, a for-profit corporation, limited liability company, unincorporated association, or joint venture) and indicate the jurisdiction in which it is registered to do business. Please include the exact name and legal status of the entity to be named as purchaser in the PSA if different from the proposer.
- D. The primary responsibilities of everyone on the development team, and a summary of the development team's experience, collectively and individually, with similar projects. Demonstrate proven track record in all phases of project development including permitting, financing, design, and renovation/construction. Provide up to three (3) professional references.
- E. Identification of any project partners who are participating in the proposal and a description of the nature and degree of their involvement and commitment to the project described in the proposal.
- F. Description of the organizational structure of the development team and a plan for the maintenance of effective communications between DCAMM and the development team during all phases of the project.
- G. Confirmation that no local, state, or federal taxes are due and outstanding for the proposer, the development team, or any constituent thereof.
- H. Information regarding any legal or administrative actions past, pending or threatened that

could relate to the conduct of the proposer's (or its principal's or its affiliate's) business and/or its compliance with laws and other governmental requirements or its ability to execute the LDA and other legal documents and to close.

### **3-6 DEVELOPMENT PLAN**

Proposals should address conditions and milestones necessary for implementation of the development proposal: e.g. site planning/engineering, environmental approvals, applicable local, state and federal zoning and permitting approvals, MEPA compliance, infrastructure improvements, financing commitments, construction coordination and demonstration that construction and occupancy will be completed largely on schedule, and other steps required to demonstrate the likelihood of project success.

The proposal must include:

- A. Conceptual plan for the design of the Property and a site plan, schematic elevations, and typical floor plans. Include any other useful plans depicting the proposed development and how it meets the criteria contained in this RFP.
  
- B. A detailed narrative description of the proposed redevelopment concept and the specific nature of the proposed use(s). All proposals must include a narrative with details of the site design; building massing; proposed gross square footage and the area allocated to each of the proposed uses; parking and landscaping; the relationship of the project to the surrounding buildings and neighborhood; and, a written description of proposed preservation efforts at the historic building. Information should include how a proposed project would meet the Secretary of the Interior's Standards for Rehabilitation.
  
- C. A list of all required local, state, and federal zoning land use and environmental permits and approval requirements, as well as all applicable licensing/operating permit requirements, and a projected schedule for securing them.
  
- D. Schedule that includes proposed timetables (i.e. number of weeks/months) for each phase of the project including: design, permitting, financing, marketing, completion of construction and anticipated occupancy.
  
- E. Demonstration of financial feasibility of the proposal, including anticipated source and use of funds as well as detailed underwriting assumptions and financial projections for the project inclusive of a stabilized proforma. An outline of potential supplemental funding sources for exploration by the Developer is included in this RFP as Appendix G.
  
- F. A plan for the ongoing management of the redeveloped property, where applicable,

including proposed operators and their experience.

### **3-7 FINANCIAL INFORMATION**

In addition to the information requested above which may be presented in the format of the proposers choosing, proposals must include a completed Development & Underwriting Assumptions Summary template, which can be accessed and downloaded at the following hyperlink: [HTTPS://WWW.MASS.GOV/DOC/APPENDIX-O-DEVELOPMENT-UNDERWRITING-ASSUMPTIONS-TEMPLATE-36-MAIN-ST-BROCKTON/DOWNLOAD](https://www.mass.gov/doc/appendix-o-development-underwriting-assumptions-template-36-main-st-brockton/download). The template link can also be found at Appendix O in this RFP. The completed Development & Underwriting Assumptions Summary must be submitted as part of your proposal and be included in the electronic/thumb-drive submission as well as the printed submission. It is **required** that the proposed purchase price and all other financial information be included in separate and appropriately labelled file, apart from all other sections of the proposal.

The financial information must include the following:

- A. Purchase Price. The proposal must state an unconditional purchase price.
- B. Beneficial Interest Disclosure Statement. The proposal must include a signed Disclosure Statement of Beneficial Interest (Appendix H).
- C. Expenses. The proposal must include an acknowledgement that, in addition to the purchase price, the Designated Developer will pay for all costs incurred by DCAMM in connection with the sale of the Property. These include, but are not limited to, real estate consultants, appraisals, survey, architectural, engineering, and legal expenses.
- D. Financial Statements. The proposal must include a financial certification to be signed by the principal or senior officer of the proposer confirming, among other matters, that its investment team has the financial strength to close the sale with the Commonwealth in accordance with the terms and conditions of the PSA and to develop the Property to completion in accordance with the proposer's development plan. After the submission of proposals, proposers may be asked to submit additional financial information for review in form and substance acceptable to DCAMM in its sole discretion.

### **3-8 SUBMISSION DEADLINE**

To comply with this RFP, ten (10) original hard copies of the proposal containing all the material and information required by this RFP, along with an electronic version (i.e. USB flash drive) of the complete proposal **must be received by November 7, 2024 no later than 3PM** ("Submission Deadline") by DCAMM at the following address:

Division of Capital Asset Management and Maintenance  
Office of Real Estate Management  
One Ashburton Place, 15th Floor  
Boston MA 02108

Envelopes must be marked: “Proposal for Purchase and Redevelopment of 36 Main Street, Brockton. Do not open until November 7, 2024, at 3PM”

### **3-9 SUBMISSION PROCEDURES**

Proposals will be time-stamped as they are received, and DCAMM’s time stamp shall be controlling. Proposals received by DCAMM after the Submission Deadline will be deemed non-responsive and will be rejected. Faxed or emailed proposals will be deemed non-responsive and rejected regardless of the date received. Proposers are cautioned to hand deliver their proposals and allow sufficient time to clear security in the McCormack Building at One Ashburton Place, Boston. Any proposal delivered late in person, will be refused; if delivered late by mail, it will be returned to its respective sender. Timely proposals will be opened after 3PM on the Submission Deadline date in the offices of DCAMM, at which time only the names and addresses of proposers will be made public.

DCAMM will not accept any information or materials submitted after the Submission Deadline unless such information or materials are provided in response to DCAMM’s written request for such information or materials. Proposals shall be unconditional. Prior to the Submission Deadline, proposers may correct, modify, or withdraw a proposal by written notice to the attention of Lisa Verrochi, Senior Project Manager at DCAMM.

After the opening of proposals, a proposer may not correct or modify its proposal in any manner unless in response to a written request by DCAMM in its sole discretion. These submission requirements will be strictly enforced. The proposal must be in a sealed envelope addressed and marked as follows:

**Your Name**

**Your Return Address**

**SEALED PROPOSAL – Purchase and Redevelopment of 36 Main Street, Brockton**

**Division of Capital Asset Management and Maintenance**

**One Ashburton Place, 15<sup>th</sup> Floor**

**Boston, Massachusetts, 02108**

**DO NOT OPEN UNTIL AFTER: November 7, 2024, at 3PM**

If the proposal is sent via Express Mail, Federal Express or similar courier, the proposal must be in a sealed inner envelope addressed and marked as shown above.

## SELECTION PROCESS



# **SECTION 4 | SELECTION PROCESS**

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## **4-1 SELECTION PROCESS OVERVIEW**

DCAMM will review and evaluate all proposals that have been received by the Submission Deadline. Evaluation of the proposals will be based on:

- The information provided in the proposal in accordance with the submission requirements.
- Any interviews, references and additional information requested by DCAMM.
- Any other information from publicly available and verifiable sources.

During the selection process, DCAMM reserves the following rights: to negotiate with one or more proposers; to waive portions of the RFP; to waive any informalities in proposals; to request “best and final” offers; to reject any or all proposals; and to issue a new request for proposals, for any reason deemed appropriate by DCAMM.

The Commonwealth is not obligated to select the proposal that offers the highest purchase price. The successful proposal will be the one that is most advantageous to the Commonwealth and best meets the selection criteria.

Upon selection, the designated developer will be required to submit the following to DCAMM:

- A. A signed Disclosure Statement of Beneficial Interest (Appendix H).
- B. A signed MEPA Form (Appendix I).
- C. Any other documents as required by DCAMM.

## **4-2 SELECTION CRITERIA**

Proposals received by the Submission Deadline will be evaluated in accordance with the following selection criteria listed in no particular order:

- The proposal’s conformity and compatibility with the provisions of the Act and this RFP.
- Financial feasibility of the proposal.
- The committed percentage levels of MBE/WBE participation and participation by minority and women individuals put forth by the proposing team for each of the three

activity areas: development, financing and ownership; design and construction; and operation of the project.

- Relevant experience of proposer’s team to facilitate expedient development of the Property.
- The extent to which the proposal reduces or eliminates the on-site use of fossil fuels, including the decarbonization of building heating, domestic hot water and kitchen equipment.
- Impacts upon, and benefits to, the surrounding community.
- A redevelopment plan which includes historic preservation as a rehabilitation treatment for the historic building and its character defining features is encouraged and considered advantageous.
- The preservation of the historic building and its character defining features.
- Overall benefits to the Commonwealth, including financial benefits.
- Ability of the proposer to perform successfully as proposed and to acquire, complete construction and secure a certificate of occupancy for the Property on a schedule acceptable to DCAMM. Such a determination is a function of the proposer’s qualifications and ability to successfully carry out the project in an expedient manner, as evidenced by their professional record, overall financial qualifications, etc., as well as the extent to which the proposal is feasible.

#### **4-3 PROVISIONAL DESIGNATION AND DUE DILIGENCE**

Upon selection of a proposal by DCAMM, the selected proposer will be required to enter into the PDA within 30 days of the date of DCAMM’s selection letter. DCAMM will notify all proposers that have not been selected and return their bid deposit as set forth herein. The PDA will establish the terms for the Designated Developer’s related due diligence within the Due Diligence Period. The Designated Developer will also enter into a separate license agreement substantially in the form of DCAMM’s standard license for site assessment purposes provided in Appendix J.

Proposers are responsible for their own due diligence, including undertaking their own review and analysis concerning physical and structural conditions, environmental conditions, title, access, easements, utilities, applicable zoning, required permits and approvals, reuse potentials, and any other development, ownership and legal considerations.

DCAMM makes no representations or warranties whatsoever concerning the adequacy, applicability or substance of a proposer’s due diligence investigations or to the suitability or feasibility of the Property for the purposes contemplated by a proposal or this RFP.

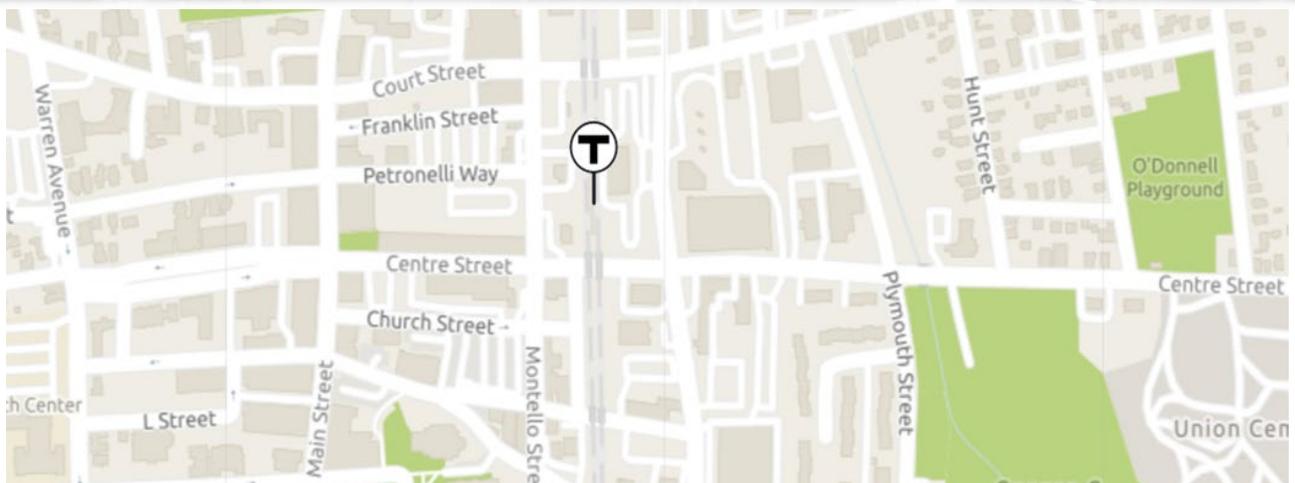
If, within the Due Diligence Period, an inspection and/or title search discloses legal or physical conditions of the Property that the Designated Developer finds objectionable in its reasonable discretion and as provided in the PDA, then the Designated Developer may withdraw its proposal by delivering written notice to DCAMM prior to the expiration of the Due Diligence Period. If the Designated Developer does not withdraw its proposal within such period, then the Designated Developer shall be deemed to have approved the legal and physical condition of the Property, and its bid deposit shall become non-refundable.

#### **4-4 PURCHASE AND SALE AGREEMENT AND CLOSING**

Following completion of the Due Diligence Period, the Designated Developer and DCAMM will enter into a binding PSA for the sale of the Property, at which time the Designated Developer will be required to pay an additional deposit in the amount of 10% of the purchase price for the Property. The closing will take place within 90 days of the execution of the PSA, which may be extended by written approval of DCAMM. The PSA will specify the conditions on which the additional deposit may be non-refundable.

The US Department of Labor has a shared interest in this property with the Commonwealth. Due to US Department of Labor requirements, the timing of proposal selection and determination of acceptable consideration **may** be impacted.

# GENERAL PROVISIONS



## SECTION 5 | GENERAL PROVISIONS

- A. Time is of the essence with respect to the Submission Deadline and all other dates, times, and other deadlines set forth in this RFP.
- B. DCAMM will not consider any proposal which is comprised in whole or in part, through ownership or control of individuals or entities which have directly or indirectly had any involvement in the subject of the RFP (involvement means, without limitation, involvement relating to legal, planning, environmental, appraisals or other consulting services).
- C. DCAMM makes no representations or warranties whatsoever, as to the accuracy and/or completeness of any of the information contained in, or provided as part of, this RFP, including, without limitation, information in the RFP, in appendices, exhibits, attachments, technical information, and/or supplements, in hard copy, facsimile, electronic or online, or available upon request or from other sources. The information is provided for convenience only, and cannot be relied upon, without outside, independent investigation and verification by the proposer. This information is subject to differing interpretation, analysis and conclusions and to errors, omissions, and changes in costs, conditions, economics, engineering, laws, rules and regulations that may occur on or after the date the information was created or assembled.
- D. This RFP is made subject to errors, omissions, prior authorized sale, lease or other disposition and any subsequent modifications, additions or changes in RFP or sale terms and conditions.
- E. DCAMM reserves the right in its sole discretion, to reject any proposal not submitted in conformance with the requirements of the RFP and any amendments hereto; to reject all proposals, for any reason whatsoever; and/or to waive, or to decline to waive, irregularities in any proposal if and when DCAMM determines that it is in the Commonwealth's interest to do so.
- F. DCAMM reserves the right in its sole discretion, to amend, suspend or withdraw this RFP by posting notice on the DCAMM website at any time for any reason whatsoever; to discontinue its selection process; to solicit other proposals; to issue a new RFP or conduct any authorized alternative procurement method for any reason whatsoever at any time. DCAMM makes no guarantee that any conveyance or agreement will result from this RFP.
- G. DCAMM reserves the right in its sole discretion, to seek best and final offers; to seek additional information or clarification of a proposal from proposers at any time; and to negotiate simultaneously with more than one proposer and to cease negotiation for any

reason whatsoever at any time. The negotiation period and final form of agreement shall be determined by DCAMM, in its sole discretion.

- H. All proposals and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10, and Chapter 4, Section 7, paragraph 26. Any statements reserving any confidentiality or privacy rights in submitted proposals or otherwise inconsistent with these statutes are void and shall be disregarded.
- I. If there is a conflict between the terms of this RFP (including addenda) and the General Provisions contained in this RFP, the terms of these General Provisions shall control. If there is a conflict between this RFP and any interpretation, clarification, or other response given to prospective or actual proposers, the terms of this RFP (as modified by written addenda, if any, issued in accordance with this RFP that state they are intended to replace or supersede any portion of this RFP) shall control.

# APPENDICES

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**APPENDIX A: AUTHORIZING LEGISLATION: CHAPTER 362 OF THE ACTS OF 2020**

# Chapter 362 of 2020

## AN ACT AUTHORIZING THE SALE OF REAL PROPERTY IN BROCKTON.

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to authorize forthwith the sale of real property in the city of Brockton, which is immediately necessary to accomplish important public purposes, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

SECTION 1. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may: (i) sell; (ii) lease for terms of up to 99 years, including all renewals and extensions; or (iii) otherwise grant, convey or transfer to 1 or more purchasers or lessees an interest in the parcel of land located in the city of Brockton and commonly known as 36 Main street, more particularly bound and recorded in a deed recorded with the Plymouth county registry of deeds in book 18251, page 252, subject to this act and on such terms and conditions that the commissioner may provide. The exact location and boundaries of the property or portions thereof to be conveyed shall be determined by the commissioner after completion of a survey.

SECTION 2. In making any such disposition pursuant to section 1, the commissioner of capital asset management and maintenance shall use appropriate competitive bidding processes and procedures. Not less than 30 days before the date on which bids, proposals or other offers to purchase the property or any portion thereof, are due, the commissioner shall place a notice in the central register published by the state secretary pursuant to section 20A of chapter 9 of the General Laws stating the availability of the property, the nature of the competitive bidding process and other information that the commissioner considers relevant, including the time, place and manner for the submission of bids or proposals and the opening of the bids or proposals.

SECTION 3. Any purchase and sale agreement, lease or other document relating to the sale, lease, transfer or other disposition of the parcel or any portion thereof shall provide that the commonwealth including, but not limited to the division of capital asset management and maintenance, shall have no liability to any purchaser, lessee, transferee or successor to any purchaser, lessee or transferee of all or part of the parcel described in section 1 for any claims arising out of or related in any way to the conditions, known or unknown, of the parcel, or otherwise in connection with any sale, lease, transfer or other disposition thereof.

SECTION 4. In the sale of the parcel or any portion thereof pursuant to section 1, the commissioner of capital asset management and maintenance may retain or grant rights of way or easements for access, egress, utilities and drainage across any portions of the property and the commonwealth may accept from the purchaser such rights of way or easements in or across any portions of the property to be conveyed or transferred for access, egress, drainage and utilities as the commissioner considers necessary and appropriate to carry out this section.

SECTION 5. The purchaser, lessee or transferee of any portion of the property pursuant to section 1 shall be responsible for all costs and expenses related thereto including, but not limited to, costs associated with surveys, deed preparation and recording fees as such costs may be determined by the commissioner of capital asset management and maintenance.

SECTION 6. Notwithstanding any other general or special law to the contrary, the commissioner of capital asset management and maintenance may take any interests in the parcel thereon by eminent domain pursuant to chapter 79 of the General Laws, as deemed necessary by the commissioner to carry out this act.

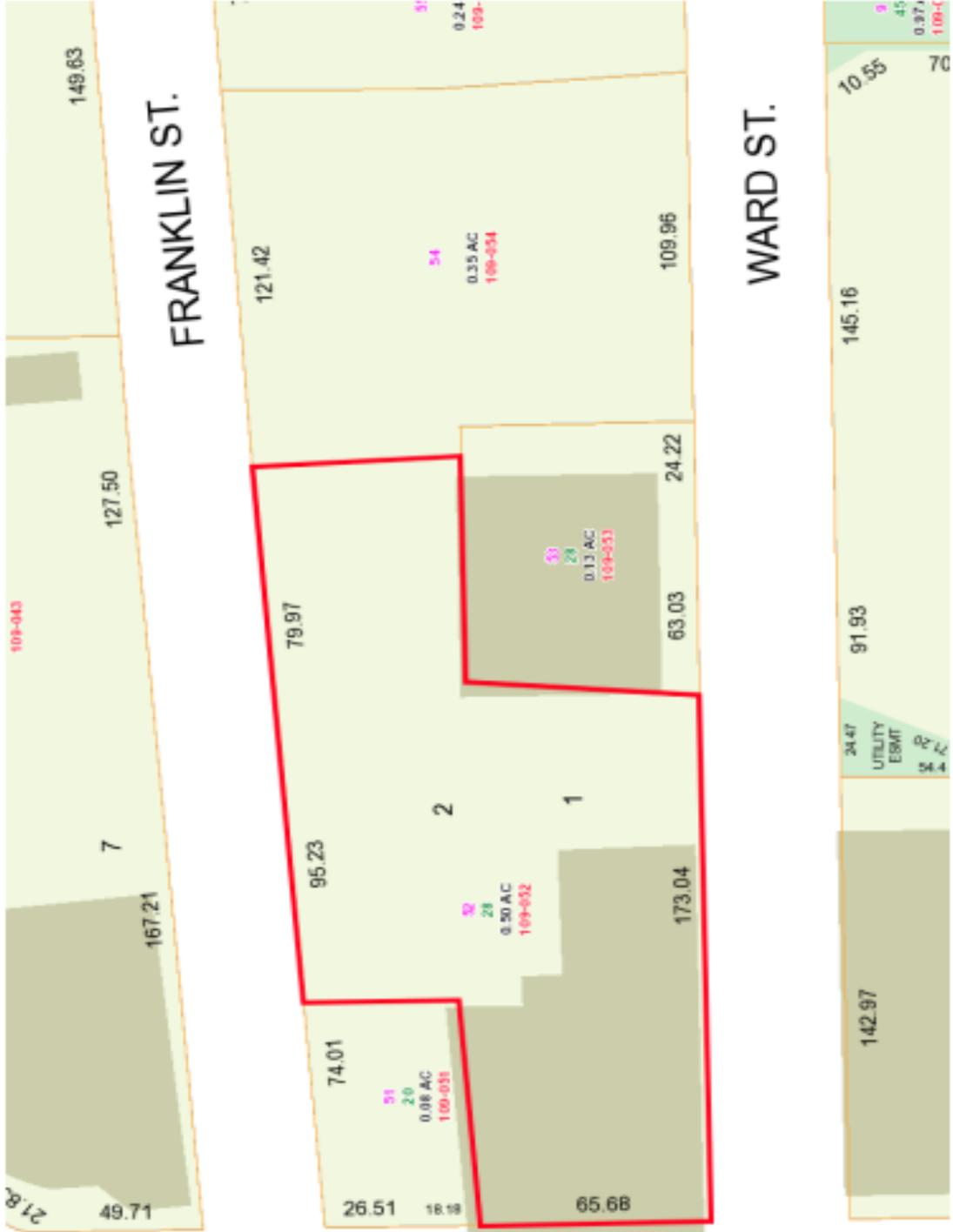
SECTION 7. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may grant to the owner of any parcels abutting the property 1 or more easements over portions of the property. The commissioner shall determine the consideration for such easements based on consultation with appraisal professionals. The grant of easements shall be on such terms and conditions as the commissioner deems appropriate.

*Approved, January 14, 2021.*

**APPENDIX B: SITE PLAN AND Brockton Assessors Map 109, lot 052**



**ASSESSOR'S MAP**



AP-  
BCL-



**APPENDIX C: PROVISIONAL DESIGNATION AGREEMENT**

PROVISIONAL DESIGNATION AGREEMENT  
FOR 36 MAIN STREET IN BROCKTON MASSACHUSETTS

WHEREAS, Chapter 362 of the Acts of 2020 (the “**Act**”) authorizes the Division of Capital Asset Management and Maintenance (“DCAMM”), on behalf of the Commonwealth of Massachusetts (“**Commonwealth**”), to sell and convey a property known as 36 Main Street in Brockton (the “**Property**”) in accordance with the provisions of the Act;

WHEREAS, DCAMM issued a Request for Proposals dated June 5, 2024 (“**RFP**”);

WHEREAS, in response to and in accordance with the RFP, \_\_\_\_\_ LLC, a \_\_\_\_\_ limited liability company (“Designated Developer”) submitted a proposal dated \_\_\_\_\_, 2024 (“Proposal”) to purchase the Property as set forth in the Proposal, which is attached as Attachment A;

WHEREAS, in accordance with the RFP, based on an evaluation of the Proposal and all other properly submitted responses, DCAMM has decided to provisionally designate the Designated Developer as the master developer of the Property, subject to the terms and conditions of this Provisional Designation Agreement (“PDA”). Section 4.3 and 4.4 of the RFP sets forth requirements for the legal documents (“Legal Documents”) that will be required for the disposition of the Property pursuant to the Act;

NOW THEREFORE, the Commissioner of Capital Asset Management and Maintenance hereby declares:

1. That the Designated Developer is provisionally designated to purchase and redevelop the Property, subject to full compliance and fulfillment of terms and conditions set forth in this Provisional Designation, with time being of the essence.
2. The Designated Developer shall, at its sole cost and expense, develop the Property substantially in accordance with the RFP, the Proposal, the terms and conditions of this PDA, and the terms and conditions of the Purchase and Sale Agreement (“PSA”) for \_\_\_\_\_ (the “Project”). In furtherance and not in limitation of the foregoing:

The Project will consist of:

a.

3. The Designated Developer paid a \$5,000 Bid Deposit at the time of submission of the Proposal pursuant to the RFP. The Designated Developer acknowledges and agrees that upon execution of this PDA, the Bid Deposit is nonrefundable.
4. The Designated Developer must conduct its own investigation, review and analysis of all aspects of the suitability of the Property for its Project, 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 PDA and ending at 5:00 p.m. EST on the 90th day thereafter (the “Due Diligence Period”). The specific procedures for the title investigation are set forth in paragraph 5 below. The Designated Developer will be required to execute the DCAMM standard license for site assessment purposes in the form attached hereto as Attachment B (“License”) prior to accessing or being allowed to perform physical investigations of the Property. The License will require the Designated Developer 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 PDA. The Designated Developer may terminate this PDA by written notice to DCAMM prior to the expiration of the Due Diligence Period. In the event of a termination of this PDA prior to the expiration of the Due Diligence Period, and in accordance with the terms of this

PDA, then, following a final accounting by DCAMM, so much of the Project Expenses as remain unspent or unallocated, if any, shall be returned to the Designated Developer. Upon the expiration of the Due Diligence Period, the entire PDA Deposit shall be nonrefundable.

5. During the period commencing on the date of this PDA and ending at 5:00 p.m. EST on the 60<sup>th</sup> day thereafter (“Title Examination Period”), the Designated Developer 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, the Designated Developer shall notify DCAMM in writing (“Title Defects Notice”) of any matters of record or survey matters disclosed on a current survey of Property to which the Designated Developer objects, if any (such matters to which the Designated Developer objects are referred to as “Disallowed Encumbrances”). If the Designated Developer fails to so notify DCAMM timely with a Title Defects Notice, then this contingency shall be deemed waived by the Designated Developer.
  - (b) All title and survey matters relating to the Property, other than the Disallowed Encumbrances, shall be deemed to have been waived by the Designated Developer, and the Designated Developer shall accept the Property (as specified in the RFP) subject to such title exceptions (such title exceptions are referred to as “Permitted Encumbrances”). Notwithstanding the foregoing, the Designated Developer shall have the right to run title between the end of the Title Examination Period and the closing in accordance with the terms and conditions of the Legal Documents.
  - (c) Within 15 days of receipt of a Title Defects Notice (if any), DCAMM shall provide the Designated Developer with notice (“Commonwealth’s Cure Notice”), which shall indicate the Disallowed Encumbrances that DCAMM intends to cure, if any.
  - (d) In the event the Commonwealth’s Cure Notice does not include all of the Disallowed Encumbrances, the Designated Developer shall have the right by notice to DCAMM within 15 days of receipt by the Designated Developer of the Commonwealth’s Cure Notice to terminate this PDA. In the event the Designated Developer does not elect to terminate this PDA, those Disallowed Encumbrances which were not included in the Commonwealth’s Cure Notice as Disallowed Encumbrances which DCAMM intended to cure shall be deemed for all purposes hereof to be Permitted Encumbrances. In such event, the only title exceptions which shall continue to be deemed Disallowed Encumbrances shall be those matters set forth in the Legal Documents as Disallowed Encumbrances. Nothing in this PDA shall require DCAMM to make any efforts or to spend any monies to remove any title exception or encumbrance with respect to the Property.
6. The opportunity for the Designated Developer to undertake due diligence during the Due Diligence Period shall not be construed to mean that the Property will be in anything other than its "AS IS" “WHERE IS” condition, which the Designated Developer understands and accepts.
7. The PSA shall include among its provisions, the terms of the Act, this Provisional Designation and the RFP, and shall:
  - (a) establish the purchase price for the Property at not less than \$\_\_\_\_\_, without any deduction or credit of any kind whatsoever (the “**Purchase Price**”);
  - (b) require development substantially in accordance with the Act, the RFP and the Proposal, except as otherwise provided in this Provisional Designation;
  - (c) require the Proposer to acquire the Property in its “AS-IS” condition without representation or warranty of any kind whatsoever by Asset Management or the Commonwealth;
  - (d) contain all such other terms and conditions as shall be mutually acceptable to the parties.
8. Commencing upon the execution and delivery of a license in DCAMM’s standard form (or in such other form as may be reasonably agreed to by the parties), the Proposer may enter upon the Property for the

purposes of undertaking due diligence subject to the provisions of said license. Nothing in said license shall be deemed to extend the Due Diligence Period set forth above.

9. The Proposer shall acquire the Property by accepting delivery of a release deed in the form set forth as Exhibit A to the Memorandum of Agreement between Asset Management and the Massachusetts Historical Commission included in the RFP; and paying the balance of the full Purchase Price to the Commonwealth (the "**Closing**") on or before DATE (the "**Closing Date**").
10. This Provisional Designation is contingent upon the timely and full satisfaction by the Proposer of all of the terms and conditions set forth in this Provisional Designation, the Act, the RFP and the PSA. Time is of the essence with respect to all dates set forth in this Provisional Designation. The terms of this Provisional Designation will not be extended, except by written agreement of the parties. If any of these terms and conditions are untimely, and upon notice not cured by the Proposer within five (5) business days after such notice with respect to monetary defaults and thirty (30) days after such notice with respect to non-monetary defaults, or, if the nature of such nonmonetary default is such that it cannot be cured within said thirty days, if the Proposer has not commenced the cure within said thirty days and thereafter diligently prosecuted such cure to completion, then DCAMM may at its election, and as its sole remedy, terminate this Provisional Designation by giving written notice of termination to the Proposer at any time after any such failure by the Proposer. In addition to and not in limitation of the foregoing, if the Proposer does not meet any term or condition, other than for reasons of force majeure, the Proposer shall pay to the Commonwealth liquidated damages in the amount of one thousand dollars (\$1,000.00) for each day commencing on the day after such term or condition was to be met and continuing until the date that such term or condition is met by the Proposer. Any amounts paid as liquidated damages shall be paid directly to the Commonwealth, shall not be refundable and shall not be applied against the Purchase Price. Any failure or delay by DCAMM to terminate this Provisional Designation shall not constitute a waiver by DCAMM of its right to terminate. In the event of termination of this Provisional Designation, neither party shall have any rights, obligations or recourse to or against the other under this Provisional Designation, the PSA or any other agreements relating to the Property.
11. Only a fully executed and delivered PSA shall constitute a binding agreement by the Commonwealth for the disposition of the Property and as DCAMM's formal and final designation. Upon execution of the PSA, it shall supersede all provisions of this Provisional Designation. This Provisional Designation shall be governed for all purposes by Massachusetts law, without application of Massachusetts law governing choice of law.
12. Either party exercising any termination rights or fulfilling any other notice requirements set forth in this PDA shall give notice, in writing, to the other party by delivering said notice in person with receipt or by sending by certified mail "return receipt requested", email or by nationally recognized overnight delivery service to the addresses listed below:

If to DCAMM:

With a copy to:

If to Designated Developer:

With a copy to:

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Notices that are delivered shall be deemed given when received. Notices sent by certified mail shall be deemed given five (5) days after being deposited in the United States mail, postage prepaid, return receipt requested.

13. No transfer (by assignment or otherwise) of all or part of the Designated Developer's interest in this PDA shall be made without the prior written approval of DCAMM, which approval may be withheld in its sole discretion. DCAMM will have the right to require additional compensation and to impose conditions on any such transfer or assignment.
14. Neither party shall record this PDA and it shall be void if recorded.
15. Upon execution of the PSA and again at the Closing, in addition to other documents that may be required by the Commonwealth, the Proposer shall deliver fully completed and executed originals of the M.G.L c. 7 Disclosure Statement and MEPA Agreement in the forms attached hereto.
16. Any amendments to this PDA shall be in writing signed by both parties hereto.

Remainder of page intentionally blank. Signatures on following page.

[Signature Page Follows]

Executed as of this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Adam Baacke, Commissioner

ACCEPTED AND AGREED:

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

**APPENDIX D: PURCHASE AND SALE AGREEMENT**

**PURCHASE AND SALE AGREEMENT**

**This Purchase and Sale Agreement** (the Agreement”) is entered into by and between Seller and Buyer on the following terms and conditions:

1. REFERENCE DATA

**DATE OF AGREEMENT:** \_\_\_\_\_, 2024

**SELLER or DCAMM:** **COMMONWEALTH OF MASSACHUSETTS (“Commonwealth”), acting by and through its Division of Capital Asset Management and Maintenance (“DCAMM”)**  
One Ashburton Place, 15th Floor  
Boston, Massachusetts, 02108

TEL NO: (857) 204-1588

FAX NO: (617) 727-5363

EMAIL:

ATTENTION:

With a copy to:

**COMMONWEALTH OF MASSACHUSETTS, acting by and through its Division of Capital Asset Management and Maintenance**  
One Ashburton Place, 15th Floor  
Boston, Massachusetts, 02108

TEL NO: (857) 204-1205

FAX NO: (617) 727-5363

ATTENTION: General Counsel

**BUYER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TEL NO: (\_\_\_\_) \_\_\_\_\_

FAX NO: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

**PARTIES:** Collectively, Seller and Buyer.

**PROPERTY:** The parcel known and numbered 36 Main Street, Brockton, Massachusetts, as shown on the plan entitled “\_\_\_\_\_” and

dated \_\_\_\_\_, \_\_\_\_\_ (a copy of which is attached hereto as **Exhibit A**), and as identified in the Act, including any buildings, structures, and improvements and any fixtures belonging to Seller and located thereon.

**PURCHASE**

**PRICE:** The agreed purchase price for the Property is nominal consideration of \$\_\_\_\_ and other good and valuable consideration.

**ACT:** Chapter 362 of the Acts of 2020, a copy of which is attached hereto as **Exhibit B**.

**CLOSING DATE:** \_\_\_\_\_, \_\_\_\_\_, as the same may be extended or accelerated by Seller pursuant to Section 8 of this Agreement.

**2. AGREEMENT**

Seller agrees to sell, and Buyer agrees to buy, the Property upon the terms and conditions set forth in this Agreement, and consistent with the requirements of the Act. The Parties acknowledge and agree that the requirements Section 2 of the Act have been satisfied and that the Commissioner of DCAMM notified Buyer in writing of its intention to dispose of the Property on \_\_\_\_\_, \_\_\_\_\_, and Buyer responded with written notice to Seller of its interest of a conveyance of the Property on \_\_\_\_\_, \_\_\_\_\_, copies of which notices are attached hereto as **Exhibit C**.

**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 and/or warranties and/or representations of title running to Buyer. Without limitation, the conveyance shall be subject to all matters of record and subject to applicable laws, rights and encumbrances including the following:

- a. Provisions of existing building and zoning and environmental laws and regulations;
- b. Existing rights in party walls which are not the subject of written agreement;
- c. Any liens for municipal betterments;
- d. Any taxes for the current fiscal year whether or not due and payable prior to the Closing Date;
- e. 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;
- f. Provisions of the Act.

**4. PLANS**

If the Deed refers to a plan necessary to be recorded and/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 on the Closing Date

- B. Buyer shall be responsible for all transaction costs and expenses (“**Transaction Expenses**”) including, but not limited to, 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.

## 7. TIME FOR PERFORMANCE; DELIVERY OF DEED

- A. The Deed is to be delivered at 10:00 AM on the Closing Date above at the office of Seller, subject to Seller’s rights under Section 8 below, unless otherwise agreed upon in writing by the Parties.
- B. On the Closing Date, Buyer shall execute, acknowledge and 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 E**; and a MEPA Agreement, in the form attached hereto as **Exhibit F**.

## 8. 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 Seller’s written notice, 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, all as herein stipulated, prior to \_\_\_\_, \_\_\_\_ then, in Seller’s sole discretion, upon at least fifteen (15) days prior written notice, the Closing Date shall be accelerated to the date specified in the written notice by Seller.

## 9. 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 all obligations of the Parties shall cease, and this Agreement shall be void without recourse to the Parties hereto, except that Buyer shall remain obligated to pay for all Transaction Expenses within thirty (30) days of termination. This payment obligation shall survive termination of this Agreement.

## 10. BUYER’S ELECTION TO ACCEPT TITLE

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

## 11. ACCEPTANCE OF DEED

The acceptance of the Deed by Buyer shall be deemed full performance and discharge of every agreement and obligation of Seller contained or expressed in this Agreement.

## 12. PROPERTY SOLD “AS IS”

Notwithstanding any other terms and conditions of this Agreement, the Property is being sold and delivered to

Buyer "**AS IS**" "**WHERE IS**" and "**WITH ALL DEFECTS**" without any representations or warranties of any kind whatsoever; and Buyer acknowledges that it is buying the Property **AS IS, WHERE IS** and **WITH ALL DEFECTS** without any warranties or representations of any kind, whatsoever.

### 13. ENVIRONMENTAL RELEASE AND INDEMNIFICATION COVENANT

- A. Effective as of the Closing Date and to the extent allowed by applicable law, Buyer for itself and for its present and future interest holders and beneficiaries, officers, partners, directors, members, agents, employees, representatives, invitees, and for each of their respective heirs, successors and assigns, including without limitation each present and future buyer, ground lessee, and tenant of all or any portion or interest in the Property (collectively referred to as the "**Releasing Parties**"), hereby remises, releases and forever discharges DCAMM and the Commonwealth and each of their respective heirs, successors, assigns, employees, agents, representatives, and any person or entity that holds or held any interest in or otherwise has legal liability on account of its ownership or operation of the Property or any abutting property (collectively referred to as the "**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 any Hazardous Materials (as hereinafter defined) that have (i) previously existed or then exist on or at the Property; (ii) been released at or 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, Buyer, 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 at any time in the future against the Released Parties, or any of them, with respect to any migration or threatened migration of Hazardous Materials onto, 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.

In addition to, and not in lieu of, the release set forth above, Buyer further agrees, at its sole cost and expense to the extent allowed by applicable law, to defend, hold harmless and indemnify each of the Released Parties from and against any and all Claims and Costs (as hereinafter defined) relating to the Released Claims and/or any Hazardous Materials at or from the Property arising at any time and including, but not limited to, Claims and Costs 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.

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, contributions 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 attorneys' and experts' fees, disbursements, and expenses, including such fees incurred in enforcing this Environmental Release and Indemnification Covenant) 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.

- B. The release and indemnification of environmental claims against DCAMM and the Commonwealth with respect to the Property as set forth in clause (A) shall be recited in the Deed along with the following additional language:

"The foregoing release and indemnification shall be recited in all subsequent deeds, 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. Grantee 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 grantee 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."

- C. The parties agree that this covenant shall survive Closing and delivery of the Deed.

#### 14. NO WARRANTIES AND REPRESENTATIONS BY SELLER

Unless specifically set forth in this Agreement: 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.

#### 15. INSURANCE

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

#### 16. NO CONTINGENCIES

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

#### 16. DEPOSIT

All deposits made hereunder shall be held in escrow by the SELLER in an escrow account.

#### 17. 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.

#### 18. BUYER'S REPRESENTATION REGARDING BROKER

Buyer represents that it has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction. Buyer agrees to indemnify and hold harmless Seller for any claim made by any real estate broker in connection with this transaction, including, without limitation, all loss, costs and damages and

Seller's reasonable attorney's fees.

#### 19. 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 DCAMM shall be governed by the provisions of this Agreement and M.G.L. Chapter 258.

#### 20. 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: (i) by delivery in hand or by reputable overnight express courier, (ii) by facsimile transmission, (iii) by email, or (iv) by United States certified mail, return receipt requested, postage prepaid, to the other party at the addresses set forth in Section 1 or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party to this Agreement. Notices given pursuant to clauses (i), (ii) and (iii) shall be deemed given when received. Notices given pursuant to clause (iv) shall be deemed given five (5) business days after being deposited in the United States Mail, postage prepaid, return receipt requested.

#### 21. 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 may be (v) 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 and a conveyance, which agreements shall have no further force and effect upon the execution of this Agreement by Buyer.

The captions 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. All legal actions brought in connection with this Agreement shall be brought within the Commonwealth of Massachusetts.

#### 22. RELATIONSHIP OF PARTIES

It is the intention of these 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.

#### 23. TIME OF ESSENCE

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

#### 24. 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.

25. 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.

26. COUNTERPARTS

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

27. 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.

**EXECUTED UNDER SEAL** as of the Date of Agreement.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

**SELLER:**

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

By: \_\_\_\_\_  
Adam Baake, Commissioner

The undersigned certifies under penalties of perjury that I have fully complied with the provisions of Sections 34 and 36 of Chapter 7C of the Massachusetts General Laws, to the extent applicable as modified by the Act, in connection with the Property.

By: \_\_\_\_\_  
Adam Baake, Commissioner

**BUYER:**

\_\_\_\_\_

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

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

**APPENDIX E: QUITCLAIM DEED, DATED February 1, 2000, Book 18251, Pages 252-253**

Mail: 2

Richard H. Golder  
Marsh, Moriarty  
One Bowdoin Sq  
Boston, MA 02114

10266  
Received & Recorded  
PLYMOUTH COUNTY  
REGISTRY OF DEEDS  
02 FEB 2000 11:40AM  
RICHARD C. WEIBERT  
REGISTER  
Bk 18251 Pg 252-253

COMMONWEALTH OF MASSACHUSETTS

Release Deed

The INHABITANTS OF THE CITY OF BROCKTON with a mailing address of Mayor, Office of the Mayor, Brockton City Hall, 45 School Street, Brockton, Massachusetts, 02301, hereinafter "Grantor", notwithstanding Chapter 30B of the General Laws, as amended, and as authorized by Chapter 292 of the Acts of 1998, for good and valuable consideration paid pursuant to Chapter 292 of the Acts of 1998, the receipt and sufficiency of which is hereby acknowledged, does hereby release to the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance (formerly the Division of Capital Planning and Operations) with a mailing address of One Ashburton Place, Boston, Massachusetts 02108, hereinafter "Grantee", on behalf of the Division of Employment Training, for public purposes, all right, title and interest of Grantor, if any, in that certain parcel of land and buildings thereon (the "Premises") in the City of Brockton, Plymouth County.

The Premises are located at now or formerly 36 Main Street in the City of Brockton, on the easterly side of Main Street, the south side of Franklin Street and the north side of Ward Street, shown as parcels 1 and 2 on "Plan of Land in Brockton, Massachusetts" dated January 4, 1982, drawn by C.A. Pickering Associates, Inc. (the "Plan"), recorded in the Plymouth Registry of Deeds in Plan Book 22, Plan 924, and is more particularly described by a line running as follows:

Beginning at a point of intersection of the easterly sideline of Main Street and the northerly sideline of Ward Street, said point being the southwest corner of said Premises;

Thence, northerly by the sideline of Main Street, a public way, a distance of sixty-five and sixty-eight hundredths (65.68) feet along the sideline of Main Street to a point;

Thence, turning to the right, easterly a distance of seventy-five (75) feet to a point;

Thence, turning to the left, northerly a distance of forty-five (45) feet, the last two (2) courses by land of John Nasios, as shown on said Plan, to a point within the sideline of Franklin Street;

Thence, turning to the right, easterly along Franklin Street, a public way, by three (3) courses for a distance of ninety-five and twenty-three hundredths (95.23) feet, seven and forty-one hundredths (7.41) feet, and seventy-two and fifty-six hundredths (72.56) feet to a point;

Thence, turning to the right, southerly for a distance of sixty and eighty-three hundredths (60.83) feet by land of Grantor to a point;

Thence, turning to the right, westerly a distance of seventy-four and five hundredths (74.05) feet to a point;

Thence, turning to the left, southerly a distance of sixty-five and eleven hundredths (65.11) feet, the last two courses by land of Alexander Bagas, Trustee, as shown on said Plan, to a point within the sideline of Ward Street;

Thence, westerly by the sideline of Ward Street, a public way, a distance of one hundred seventy-three and four hundredths (173.04) feet along the sideline of Main Street to the point of beginning.

The Premises being conveyed are described in a deed dated May 16, 1994 by Federal Deposit Insurance Corporation as Receiver of New Bank of New England recorded in said Registry in Book 12894, page 196.

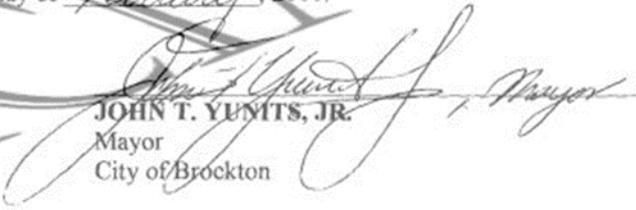
Meaning and intending to convey the Premises howsoever the same may be bounded and described and including any and all interests in the streets, roads and ways referred to in the above description, which may be held by Grantor.

The consideration for this Deed is a deed from the Grantee, pursuant to Section 1 of Chapter 292 of the Acts of 1998, of all Grantee's right, title and interests, if any, in and to that parcel of land and building at 25 White Avenue, further identified on the City of Brockton's Assessor's Map 111, Route 61, Parcel 373 and described in said Registry in Book 2761, Page 447 in the City of Brockton. Said deed from Grantee to the City of Brockton shall be simultaneously recorded herewith.

Use of the premises shall be for state office use and shall be under the care and control of the Division of Employment and Training.

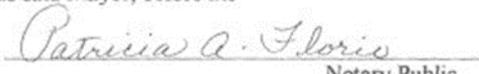
This conveyance is made subject to and with the benefit of all rights, restrictions and easements of record, if any, in the Plymouth District Registry of Deeds insofar as the same remain in force and applicable.

IN WITNESS WHEREOF, the City of Brockton has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by John T. Yunits, Jr., its duly elected and authorized Mayor on this 1 day of February, 2000.

  
JOHN T. YUNITS, JR.  
Mayor  
City of Brockton

Plymouth, ss. Commonwealth of Massachusetts February 1, 2000

Then personally appeared the above-named John T. Yunits, Jr., Mayor as aforesaid and acknowledged the foregoing instrument to be his free act and deed as said Mayor, before me

  
Patricia A. Florio  
Notary Public  
My commission expires: 3/25/2005

← END OF INSTRUMENT →



**APPENDIX F: Proposal Cover Sheet**

# Proposal Cover Sheet

## 36 Main Street, Brockton Purchase and Redevelopment Proposal

Attached is a proposal submitted by \_\_\_\_\_, dated \_\_\_\_\_, in response to the Request for Proposals (“RFP”) dated \_\_\_\_\_, 2024, to purchase the property known as 36 Main Street, Brockton, Massachusetts.

Proposer agrees that all expenses related to the preparation of this proposal, including any costs related to any brokerage or third-party representation engaged by 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 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: \_\_\_\_\_

Email: \_\_\_\_\_

**APPENDIX G: HOUSING FINANCE AND GRANT OPPORTUNITIES**

Name	Website Link	Telephone #	Contact Info	Address
Affordable Housing Trust Fund (AHT)	<a href="https://www.mass.gov/service-details/affordable-housing-trust-fund-ahtf">https://www.mass.gov/service-details/affordable-housing-trust-fund-ahtf</a>  The purpose of the Affordable Housing Trust Fund is to support the creation or preservation of housing that is affordable to people with incomes that do not exceed 110% of the area median income, as defined by HUD.	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Capital Improvement and Preservation Fund (CIPF)	<a href="https://www.mass.gov/service-details/capital-improvement-and-preservation-fund-cipf">https://www.mass.gov/service-details/capital-improvement-and-preservation-fund-cipf</a>  Capital Improvement and Preservation Fund (CIPF) is a state funded program that provides funds for the preservation of expiring use properties or for properties with expiring project-based rental assistance contracts.	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Commercial Area Transit Node Housing Program (CATNHP)	<a href="https://www.mass.gov/service-details/commercial-area-transit-node-housing-program-catnhp">https://www.mass.gov/service-details/commercial-area-transit-node-housing-program-catnhp</a>  Commercial Area Transit Node Housing Program (CATNHP) is a state funded bond program available to municipalities, non-profit and for-profit sponsors to support rental housing production or rehabilitation.	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Community-Based Housing Fund Program (CBH)	<a href="http://www.mass.gov/hed/housing/affordable-rent/community-based-housing-cbh.html">http://www.mass.gov/hed/housing/affordable-rent/community-based-housing-cbh.html</a>  The Community Based Housing program provides funding for the development of integrated housing for people with disabilities, including elders, with priority for individuals who are in institutions, nursing facilities or at risk of institutionalization.	617-573-1303	Rachel E. Carlson, Department of Housing and Community Development	Rachel.carlson@state.ma.us
Facilities Consolidation Fund (FCF)	<a href="https://www.mass.gov/service-details/facilities-consolidation-fund-fcf">https://www.mass.gov/service-details/facilities-consolidation-fund-fcf</a>  Facilities Consolidation Fund (FCF) FCF provides funding for the development of community-based housing for clients of the Department of Mental Health (DMH) and the Department of Developmental Services (DDS).	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Home Investment Partnership Program (HOME)	<a href="https://www.hud.gov/program_offices/comm_planning/affordablehousing/programs/home/">https://www.hud.gov/program_offices/comm_planning/affordablehousing/programs/home/</a>  The HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-			

	income people.			
Housing Innovation s Fund (HIF)	<a href="https://www.mass.gov/service-details/housing-innovations-fund-hif">https://www.mass.gov/service-details/housing-innovations-fund-hif</a> <p>The Housing Innovations Fund (HIF) is a state funded program for non-profit developers to create and preserve affordable rental housing for special needs populations. HIF provides funding for the production and preservation of alternative forms of affordable housing.</p>	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
Housing Stabilization Fund (HSF)	<a href="https://www.mass.gov/service-details/housing-stabilization-fund-hsf">https://www.mass.gov/service-details/housing-stabilization-fund-hsf</a> <p>The Housing Stabilization Fund (HSF) is a state funded program for municipalities, non-profit, or for-profit developers to support affordable rental housing production and rehabilitation.</p>	(617) 573-1100		100 Cambridge St, Suite 300, Boston, MA 02114
MHP Home Funders	<a href="http://homefunders.org/how-we-work/">http://homefunders.org/how-we-work/</a> <p>CEDAC provides technical assistance and early predevelopment, acquisition and bridge loans, while MHP provides long-term permanent financing. ... These additional sources typically include Low Income Housing Tax Credits, state bond programs and local public funding sources.</p>	857-202-6217	<b>Soni Gupta</b> Executive Director	240 Newbury Street, 2nd floor Boston, MA 02116
Neighborhood Stabilization Program (NSP)	<a href="https://www.hudexchange.info/programs/nsp/">https://www.hudexchange.info/programs/nsp/</a> <p>The Neighborhood Stabilization Program (NSP) was established for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes, and to assist households whose annual incomes are up to <a href="#">120 percent of the area median income (AMI)</a>.</p>			
Tax Credit Assistance Program (TCAP)	<p>The Tax Credit Assistance Program (TCAP) is a Federal housing grant program administered by HUD which assists Low Income Housing Tax Credit (LIHTC) projects funded during 2007, 2008 and 2009. ... The program is designed to assist troubled LIHTC deals struggling to find a tax credit investor.</p>			
Tax Credit Exchange Program (TCX)	<p>The other form of assistance created pursuant to Section 1602 of ARRA is the Tax Credit Exchange Program (TCX) which allows housing credit agencies to exchange a certain portion of their 2009 Housing Credit allocation for cash assistance (valued at \$).</p>			
Low Income Housing Tax Credit Program (LIHTC)	<p>The Low Income Housing Tax Credit Program (LIHTC) is a federally authorized program for non-profit and for-profit developers to promote the construction and rehabilitation of affordable rental housing.</p> <a href="https://www.mass.gov/info-details/low-income-housing-tax-credit-lihtc-0">https://www.mass.gov/info-details/low-income-housing-tax-credit-lihtc-0</a>			

Transit-Oriented Development Infrastructure and Housing Support Program (TOD)	<a href="https://www.mass.gov/service-details/smart-growth-smart-energy-toolkit-modules-transit-oriented-development-tod">https://www.mass.gov/service-details/smart-growth-smart-energy-toolkit-modules-transit-oriented-development-tod</a>  TOD creates mixed-use, higher density communities that encourage people to live, work and shop near transit services and decrease their dependence on driving.			
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## **APPENDIX H: BENEFICIAL INTEREST – DISCLOSURE STATEMENT**

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

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):

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____

(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

<u>NAME:</u>	<u>POSITION:</u>
_____	_____
_____	_____
_____	_____

- (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

**APPENDIX I: MEPA AGREEMENT FORM**

**MEPA AGREEMENT**

The undersigned in partial consideration and as a condition to purchase of state-owned land, building, and any other improvements located at 36 Main Street, Brockton, Massachusetts (the "Property") acknowledges and agrees that if there is any work or activities 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 Land was leased from the Commonwealth within five years of the commencement of lease shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land purchased 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 evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five years after the execution and delivery of the PSA agreement.

This agreement survives the delivery of the PSA and binds the undersigned and its successors and assigns.

Executed under seal

By \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

Received By The Commonwealth of Massachusetts Division of Capital Asset Management

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

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

Title: \_\_\_\_\_

**APPENDIX J: Form of EXCLUSIVE NON-EXCLUSIVE LICENSE /ACCESS AGREEMENT**

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  
 Limited Liability Company  
 Other:

**Whereas**, Licensor is the owner of certain real property described herein as the "Licensed Premises";

**Whereas**, Licensor is responsible for the care, control and maintenance of the Licensed Premises;

**Whereas**, Licensee desires to enter upon the Licensed Premises 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: Division of Capital Asset Management and Maintenance  
One Ashburton Place, Room 1505 Boston, MA 02018  
ATTN: Deputy Commissioner, Real Estate  
TEL NO. (617) 727-4050  
FAX NO. (617) 727-5363

Mailing Address of Licensee: \_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_  
TEL NO. \_\_\_\_\_  
FAX NO. \_\_\_\_\_

Licensed Premises: Described in Section 2 and shown on the plan ("Plan") attached as Exhibit A

Permitted Uses: Described in Section 3 and Exhibit B

Term of License: From: \_\_\_\_\_ To: \_\_\_\_\_  
90 days commencing on the date of this License

Consideration to be Paid by Licensee:

Reports as defined in Section 3

## 2. LOCATION OF LICENSED PREMISES

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

36 Main Street, Brockton, MA

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 Licensed Premises for the period of this License only and solely 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 License shall be exercised solely for the following purposes (the "Permitted Uses"):

To enable Licensee to enter upon the Licensed Premises to perform an environmental site assessment comprised of the work described in the Scope of Work attached to this License as Exhibit B. Licensee shall also provide a detailed work plan, satisfactory to the Licensor, for all work described in the Scope of Work and in compliance with the requirements of the Special Conditions attached as Exhibit D.

In partial consideration for this License, complete originals of all "Report" (as defined below) shall be provided promptly by Licensee to Licensor for its use and reliance promptly upon their preparation and, at Licensor's sole discretion, may be used and relied upon by and distributed by Licensor to any other state agencies and authorities and to third parties. Licensee shall include in its contractual engagements with all contractors and agents performing investigations on the Licensed Premises provisions authorizing the foregoing distribution and reliance on all Reports prepared by such contractors and agents.

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 to create an agency or joint venture relationship between Licensor and Licensee.

## 4. CONDITION OF LICENSED PREMISES

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

## 5. TERM

The Term of this License shall be as specified in Section 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 Licensed Premises during the following times only:

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

and only after giving Licensor at least three (2) business days (excluding Saturdays, Sundays, and State and Federal holidays) advance notice including: (i) the date and time when Licensee or its contractors, agents, employees, representatives or invitees will enter the Licensed Premises; (ii) a description of the work within the Permitted Uses to be performed at that time; and (iii) an itemization of any equipment and vehicles to be used on the Licensed Premises at that time.

## 7. PERMITS

This License and all rights of Licensee hereunder are specifically dependent upon the issuance to Licensee and its contractors, agents, employees, representatives and invitees of all permits, licenses and approvals required to undertake the Permitted Uses at the Licensed 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 LICENSED PREMISES

Licensee shall make no alterations or improvements upon the Licensed Premises except as may be specifically permitted in the Scope of Work attached as 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 Licensed 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 Licensed Premises as would ordinarily and reasonably be necessary to undertake the Permitted Uses on the Licensed Premises, subject to the requirements of Section 6 above.

## 10. UTILITIES

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

## 11. CONDUCT OF LICENSEE

- A. 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 Licensed Premises by the Licensor. Licensee agrees to observe and obey all directives given by duly designated personnel of Licensor. Licensee further agrees to use commercially reasonable efforts so as not to interfere in any way with the operations of abutters to the Licensed Premises.
  
- B. 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.
  
- C. Repair of Damage. Licensee shall neither cause nor suffer any waste of the Licensed Premises, and prior to the expiration of this License or immediately upon termination of this License, Licensee shall restore the Licensed 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 Licensed Premises subject to its use are in good order at all times. Licensee's responsibilities shall include, but not be limited to, the repair of any and all damage to the Licensed 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.

- D. Security. Licensee shall be solely responsible, at its sole costs and expense, for the safety and security of Licensee and all its contractors, agents, employees, representatives and invitees and their respective property.
- E. 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 Licensed Premises.
- F. 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 Licensed Premises except for the Permitted Uses under Section 3 of this License.
- G. 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" (as defined below) to be used, generated, stored or disposed of on, under or about, or transported to, from or through the Licensed Premises, except for soil, groundwater or any other material originating on the Licensed Premises and removed from the Licensed 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 Licensed 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 Licensed Premises results in the need for a response action under applicable environmental laws, Licensee shall immediately notify Licensor by calling the General Counsel at (857) 204- 1205. Without limiting any other provision of this License, completion of any such response action shall be the sole responsibility of Licensee, shall be performed in accordance with applicable environmental laws at Licensee's sole expense, and shall not be performed without the prior approval of Licensor unless an emergency situation exists and approval cannot be obtained. Licensor reserves 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 Licensor. Licensee shall not be responsible for the mere discovery of pre-existing conditions on the Licensed 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 Licensed 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.

- H. Surrender of Licensed Premises. Upon the expiration or earlier termination of this License, Licensee shall immediately vacate and surrender the Licensed Premises to Licensors. Licensee also shall remove all of its property from the Licensed Premises and restore the Licensed Premises to the condition the Licensed 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 Licensed 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 Licensed 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 Licensors without any compensation to Licensee, or may be removed and either stored or disposed of by Licensors 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 Licensed Premises or while exercising Licensee's rights hereunder. Without limiting the foregoing or any other provision of this License, 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 direct or indirect result of the performance of any such Permitted Uses. Licensee agrees to indemnify, save and hold harmless Licensors 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 Licensed Premises. This indemnity and hold harmless agreement includes indemnity against all costs, expenses and liabilities including, without limitation, court costs, legal 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 Licensed Premises at its own risk, and the Licensors 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 Licensed Premises or used in connection with Permitted Uses or, without derogating from Section 3, any other uses of the Licensed Premises by anyone 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, and 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 Licensor:

- 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 Licensed 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 Licensed 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 Licensed 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 Licensor 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 Licensed 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 and all representatives of the Commonwealth of Massachusetts, and their contractors, agents, employees, and invitees to enter upon and use the Licensed 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 Licensor 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 Licensor, Licensee fails to fulfill its obligations, Licensor 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 Licensor) and Licensee fails to complete such cure to the satisfaction of Licensor within the cure period, this License shall come to an end on the termination date stated in the notice.
- C. Emergency. In the event Licensor 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, without limitation, the interest of Licensor or the Commonwealth of Massachusetts in the Licensed Premises, or to protect state or federal funds, Licensor 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 Licensed Premises as provided in Section 11. Upon the expiration or earlier termination of this License, Licensor may, immediately or at any time thereafter, enter upon the Licensed 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 Licensor may have for breach of this License by Licensee.

In the event this License is terminated by Licensor in accordance with any of the provision of this Section 17, Licensee shall not be relieved of liability to Licensor for the consideration to be paid under Section 3 or for any injury or damage sustained by Licensor 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 Licensed 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 Licensor hereunder.

## 19. NON-DISCRIMINATION

Licensee shall not discriminate against any 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 the race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Licensee shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment.

## 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, Federal Express, or other reputable 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

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

B. 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. Licensee, its employees, officers, or agents are not authorized to bind or involve 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. This License is to take effect as a sealed instrument.

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

- Exhibit A      Plan of Licensed Premises
- Exhibit B      Scope of Work and Detailed Work Plan
- Exhibit C      Insurance Certificate(s)
- Exhibit D      Special Conditions

[Balance of Page Intentionally Blank]

AGREED AND ACCEPTED

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

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

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

Title: \_\_\_\_\_

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

LICENSOR: DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

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

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

Title: \_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

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

Exhibit A

Plan of Licensed Premises

Exhibit B

Scope of Work and Detailed Work Plan

Exhibit C

Insurance Certificates

## Exhibit D

### Special Conditions

NOTE: These standard special conditions may apply to test bore sampling and monitor wells. Licensee must always verify with Licensor in advance to determine if these (or other) conditions are appropriate for the specific use in the specific location.

1. All samples are to be collected, managed, and analyzed in accordance with the applicable laboratory methods, including required QA/QC samples and preservatives.
2. All test boring locations in landscaped areas shall have the backfill tamped into the hole and that excess soil be placed above the hole. Potential settlement must be minimized to avoid pedestrians from being hurt.
3. Monitoring wells shall be flush mounted and OPS coordinates provided to the Commonwealth.
4. The Commonwealth shall receive a set of monitoring well keys.
5. All cuttings and development water shall be properly drummed and Licensee's contractor will sample for COMM 97 parameters. If the COMM 97 results exceed the MCP SI reportable concentrations, DCAMM will properly dispose of the materials. If the materials are less than S1 Reportable concentrations, DCAMM will dispose of the clean material on- site. This section supersedes anything to the contrary contained in Section 11 of this License.
6. Copies of all boring logs, monitoring well logs, groundwater elevation gauging, field parameters, and analytical data to be provide to DCAMM with 30 days of the end of field work.
7. Licensee shall at all times keep its worksite safe from surrounding pedestrian and vehicular traffic.
8. Others to be determined based on Scope of Work.

## **APPENDIX K: Downtown Brockton Urban Revitalization Plan**

USE THE FOLLOWING HYPERLINK TO ACCESS THIS DOCUMENT ON THE CITY OF BROCKTON WEBSITE.

<https://brockton.ma.us/wp-content/uploads/2018/10/brockton-urp-voted-by-city-council.pdf>

**APPENDIX L: MASSACHUSETTS HISTORICAL COMMISSION LETTER DATED February  
24, 2022**



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

February 24, 2022

Lisa Verrochi  
Division of Capital Asset Management and Maintenance  
One Ashburton Place  
Boston, MA 02108

RE: 36 (aka 38) Main Street, Brockton, MA; MHC# RC.71001

Dear Ms. Verrochi:

Thank you for submitting a Project Notification Form (PNF) for the project referenced above, which was received at this office on January 24, 2022. The staff of the Massachusetts Historical Commission (MHC) have reviewed the information submitted and have the following comments.

The Division of Capital Asset Management and Maintenance (DCAMM) proposes to convey the building at 36 Main Street in Brockton out of state ownership per Chapter 362 of the Acts of 2020.

Review of the MHC's *Inventory of Historic and Archaeological Assets of the Commonwealth* indicates that the building at 36 Main Street, historically known as the Marston Building, is included in the Inventory (BRO.196). It is the opinion of MHC staff that the Marston Building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing property to a potential historic district, North Downtown Historic District. A draft National Register nomination for the North Downtown Historic District is currently under review by MHC staff.

After review of MHC's files and the information submitted, MHC has determined that the proposed disposition will have an "adverse effect" (950 CMR 71.05(e) and 950 CMR 71.07(2)(b)(3)) on the Marston Building through the disposition of a state property without an historic covenant. Pursuant to 950 CMR 71.07(3), the MHC looks forward to consulting with Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to seek ways to avoid, minimize, or mitigate the adverse effect of the proposed demolition. The MHC hereby initiates its consultation process. The Brockton Historical Commission is invited to participate in the consultation process.

These comments are offered to assist in compliance with M.G.L. Chapter 9, sections 26-27C (950 CMR 71.00). Please do not hesitate to contact Elizabeth Sherva of my staff if you have any questions.

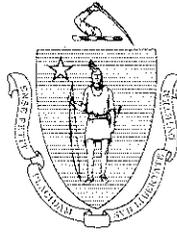
Sincerely,

Brona Simon  
State Historic Preservation Officer  
Executive Director  
Massachusetts Historical Commission

xc: Carol Meeker, DCAMM  
Brockton Historical Commission

220 Morrissey Boulevard, Boston, Massachusetts 02125  
(617) 727-8470 • Fax: (617) 727-5128  
[www.sec.state.ma.us/mhc](http://www.sec.state.ma.us/mhc)

**APPENDIX M: Memorandum of Agreement Dated June 9, 2022**



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

**MEMORANDUM**

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

FROM: Brona Simon   
Executive Director  
Massachusetts Historical Commission

DATE: June 9, 2022

RE: 36 (aka 38) Main Street, Brockton, MA; MHC# RC.71001

Enclosed please find a copy of the executed MOA. The MHC has retained the original MOA for our files. These comments are offered to assist in compliance with M.G.L. Chapter 9, sections 26-27C, (950 CMR 71.00). Please do not hesitate to contact Elizabeth Sherva of my staff if you have any questions.

Enclosure

xc (w/ enclosure): Rob May, City of Brockton

MEMORANDUM OF AGREEMENT  
between the  
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE  
and the  
MASSACHUSETTS HISTORICAL COMMISSION  
regarding the disposition of the  
MARSTON BUILDING, 36 MAIN STREET, BROCKTON, MASSACHUSETTS

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WHEREAS, Chapter 362 of the Acts of 2020 authorizes the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to enter into a disposition process to dispose of the Marston Building (Building) located at 36 Main Street (Site) in the City of Brockton (City); and

WHEREAS, the Building is included in the Massachusetts Historical Commission (MHC)'s Inventory of Historic and Archaeological Assets of the Commonwealth; and

WHEREAS, it is the opinion of MHC staff that the Building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing property to a potential historic district, North Downtown Historic District; and

WHEREAS, DCAMM is preparing to issue a Request for Proposals (RFP) for the sale or lease and redevelopment of the Site; and

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

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

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

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

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

STIPULATIONS

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

I. Redevelopment of the Disposition Site

A. DCAMM is encouraged to include historic preservation in any redevelopment process. Options for redevelopment of the Site which incorporate historic preservation should take into account the following principles of reuse planning:

1. Preservation of the character-defining features of the Building should be encouraged where feasible.

2. If it is determined that it is not feasible to preserve all of the character-defining features of the Building, the feasibility of preserving character-defining features of portions of the Building will be examined and encouraged where feasible.
3. Rehabilitation of the Building will be consistent with recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties (Standards).

## II. Marketing Plan and Request for Proposals

- A. Notwithstanding any provisions of this MOA, DCAMM will have marketing authority for the Site and will make all final marketing decisions. DCAMM will consult with MHC and BHC on developing a marketing plan for the Site that shall include the following elements:
  1. An advertising plan and schedule for publicizing the availability of the RFP.
  2. An initial distribution list for notice of availability of the RFP, which will include any contacts offered by MHC and BHC.
  3. A schedule for receiving and reviewing submissions in response to the RFP.
- B. DCAMM will provide a draft marketing plan to MHC and BHC. MHC and BHC will have fourteen (14) days to review and comment on the draft marketing plan. If MHC or BHC does not find the draft marketing plan acceptable with respect to the historic preservation sections, DCAMM will make reasonable efforts exercised in good faith to accommodate the concerns of MHC and BHC and will submit a final marketing plan for review. Before implementation, MHC and BHC will have seven (7) days to review and comment on the portions of the final marketing plan that address issues of historic preservation. In the event MHC and BHC do not provide initial comments on the draft marketing plan within 14 days, or comments on the final marketing plan within 7 days, the plan shall be deemed acceptable to MHC and BHC. It is understood that the content of the marketing plan shall not require approval of MHC or BHC.
- C. Concurrent with the development of a marketing plan, DCAMM will prepare the RFP for the disposition of the Site. DCAMM will consult with MHC and BHC on developing the RFP that shall include the following elements:
  1. An appendix to the RFP that includes information pertaining to the historic and architectural significance of the Site (i.e., the National Register nomination for the North Downtown Historic District). References to the MHC and National Park Service websites for additional information on the State and Federal Historic Tax Credit programs.
  2. A photograph and parcel map of the Site.
  3. Reference to the points listed under I.A. of this MOA. The RFP as a whole will make a good faith effort to generate interest in the preservation of what MHC has defined as the historic character of the Site.
- D. DCAMM will provide a confidential draft RFP to MHC and BHC. MHC and BHC will have fourteen (14) days to review and comment on those portions of the draft RFP that address issues of historic preservation. Before issuance of the final RFP, MHC and BHC will have seven (7) days to review and comment on the portions of the final RFP that address issues of historic preservation. In the event MHC and BHC do not provide initial comments on the draft RFP within 14 days or comments on the final RFP within 7 days, the RFP shall be deemed acceptable to MHC and BHC. It is understood that the content of the RFP shall not require approval of MHC or BHC. It is further understood that MHC

and BHC will not share any portion of the RFP with anyone prior to the time the RFP is made publicly available by DCAMM.

- E. The marketing effort shall be continued for no less than three months from the date of the issuance of the RFP. Issuance shall occur when the notice of availability of the RFP is published in the Central Register.
- F. DCAMM will schedule an information session for prospective developers to occur at the midpoint of the marketing effort during which MHC, the City and BHC will have the opportunity to present information and to answer questions from prospective developers.
- G. Once proposals from developers are received by DCAMM in response to the RFP, MHC and BHC shall be afforded the opportunity to comment on the non-financial sections of the proposals and to provide their comments in writing to DCAMM within 14 days of receipt of the proposals. Comments may include applicability of the Standards to the proposals. DCAMM will share MHC and BHC's comments with interviewed developers. If DCAMM, in its sole determination, has received no proposals that are feasible and acceptable that provide for rehabilitation or new construction in conformance with the recommended approaches in the Standards, DCAMM will convey its conclusions to MHC and BHC.
  - 1. For all sections of the Site for which there is no preservation proposal that is feasible and acceptable to DCAMM, then DCAMM or any new owners of any part of the Site or any other person may proceed, subject to any other applicable reviews and permits, with demolition of buildings and structures or rehabilitation or new construction that does not conform to the Standards following completion of photographic recordation and documentation as stipulated in Section V.

### III. New Construction

- A. DCAMM shall encourage new building additions and structures that are sympathetic or compatible to what MHC has determined to be character-defining attributes of the Site.

### IV. Exempted Activities

A. The following construction activities are unlikely to affect what MHC regards as the character-defining attributes of the Site and are exempted from further review by MHC, including comments in any environmental review process:

- 1. Resurfacing, maintenance, repair or improvement of existing parking lot, road and driveway.
- 2. Repair, replacement or improvements to infrastructure (i.e. heating and electrical systems, sewer, water, ventilation systems or plumbing).
- 3. Maintenance work such as painting, repair or replacement of substantially in-kind architectural elements.
- 4. New construction on the Site that is consistent with the design guidelines set forth in Section III.

### V. Photographic Recordation and Documentation

- A. Prior to any demolition activities, substantial new construction, or other major change to any part of the Site, DCAMM shall require that the Site be documented by photographs and narratives in accordance with a "recordation plan" that satisfies all of the following:

1. Contains photographs and documentation of the character-defining attributes.
2. Provides that copies of the resulting documentation are made available to BHC.

VI. Historic Rehabilitation Tax Credits

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

VII. Modifications

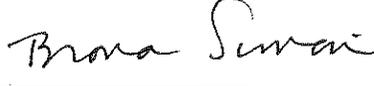
Any party to this MOA may request that it be amended or modified whereupon the parties will consult in accordance with 950 CMR 71 to consider such amendment or modification.

Effective as of June 9, 2022.

DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By:  Date: 5/25/22  
Title: Commissioner  
Carol W. Gladstone

MASSACHUSETTS HISTORICAL COMMISSION

By:  Date: June 9, 2022  
Title: Executive Director  
Brona Simon

CONCURRING PARTY:

BROCKTON HISTORICAL COMMISSION

By:  Date: May 11, 2022  
Title: Rob May  
Director of Planning and Economic Development

**APPENDIX N: Easement Agreement Granted to Abutter**

2022-81

Return Document to:

James M. Burke, Esq.  
48 North Pearl Street  
Brockton, MA 02301

Number of Pages:



2022 00018475

Bk: 56508 Pg: 180 Page: 1 of 8  
Recorded: 03/01/2022 03:35 PM  
ATTEST: John R. Buckley, Jr. Register  
Plymouth County Registry of Deeds

MASSACHUSETTS EXCISE TAX  
Plymouth District ROD #11 001  
Date: 03/01/2022 03:35 PM  
Ctl# 154766 32330  
Fee: \$22.80 Cons: \$5,000.00

*Above for Registry use only*

**ACCESS, MAINTENANCE AND REPAIR EASEMENT AGREEMENT**

This Agreement entered into by the Commonwealth of Massachusetts acting by and through the Division of Capital Asset Management and Maintenance ("DCAMM") with a usual place of business at One Ashburton Place, Boston Ma 02108 (hereinafter "Commonwealth" or Grantor") and the 28 Petronelli LLC a Massachusetts Limited Liability Corporation with a usual place of business at 236 Huntington Ave, Suite 402, Boston Ma. 02115 (hereinafter "Petronelli or "Grantee").

WHEREAS Petronelli owns the property at 28 Petronelli Way in Brockton Massachusetts (the "Benefitted Property") and intends to redevelop the Benefitted Property into community supported residential housing units; and

WHEREAS, the Commonwealth owns the property adjacent to that of Petronelli identified as 36 or 28 Main Street, Brockton, Mass 02301 and shown as Parcel 109-052 on the Brockton, Massachusetts Assessors' Map (the "Commonwealth Property" or the "Grantor's Property"); and

WHEREAS, Chapter 362 of the Acts of 2020 authorized the Commissioner to grant to Petronelli a 10-foot wide easement (the "Easement Area") as shown on an Easement Plan entitled "CONSTRUCTION ACCESS EASEMENT AND REPAIR PLAN", prepared for 28 Petronelli LLC, by J.K. Holmgren Engineering, Inc dated October 14, 2020 to be recorded herewith (the "Plan), recorded herewith; and

WHEREAS, the parties wish to enter into an agreement to facilitate the development of the Benefitted Property and therefore for and in consideration of the sum of ~~Five thousand Dollars~~ the Commonwealth as Grantor hereby grants and conveys to Petronelli for the benefit of its the

\$ 5,000.00

---

Benefitted Property as Grantee, and Grantee accepts, a perpetual right and easement appurtenant to the Benefitted Property in common with the Grantor for the purpose of allowing Petronelli and its successors and assigns the right to access and enter upon the Grantor's property over the Easement for the construction, development, and rehabilitation of the Benefitted Property and for ongoing maintenance and repair purposes. Without limiting the foregoing, the Easement is for the benefit of the Grantee and its heirs, successors and assigns and employees and contractors. In furtherance of the Easement granted herein, Grantor covenants that, at the specified times, there will be reasonable access between the Benefitted Property and the Easement Area that will not be impeded, and Grantor and its successors shall not, during such specified times, obstruct or permit the obstruction of the Easement Area in any way so as to impede or impair access to the Benefitted Property.

1. Nature and Effect of Easement:

- a. **Annual and Emergency Maintenance Easement:** The Easement Area consists of an area of 10 feet from the property line of 28 Petronelli Way as shown on the Plan. Grantee will be granted the right to enter upon the Easement Area for construction purposes and to carry out routine maintenance to the exterior of the building on the Benefitted Property, including for the replacement or repair of and cleaning of the windows and the repointing of masonry. Notice of such access shall be provided to the Grantor and the tenant utilizing the Grantor's property if any, to enable them to coordinate use of alternative parking if required.

In the event of requiring emergency access, the Grantee shall provide such notice as is practical to appropriately address the issue at hand.

The Easement Area may be entered through the gate on Petronelli Way, or by another suitable access point. In the case of emergency, the time of access shall be as necessary to appropriately address the issue or issues leading to the emergency.

2. Successors. The terms and provisions of this Easement create an equitable servitude upon the Grantor's Property in favor of the Benefitted Property and shall run with the land and shall be binding upon Grantor's Property and upon its mortgagees, tenants, subtenants, beneficiaries, guests, invitees, licensees, successors and assigns from time to time, and shall run in favor of and inure to the benefit of the Benefitted Property and Grantee and its mortgagees, tenants, subtenants, beneficiaries, guests, invitees, licensees, successors and assigns from time to time. Grantee and its mortgagees, tenants, subtenants, beneficiaries, guests, invitees, licensees, successors and assigns shall hold harmless and indemnify the Grantor and its successors in interest for any liability or personal injury sustained by the use of the Easement by Grantee or any of Grantee's members, managers, officers, employees, customers, tenants, invitees, or guests in the granted Easement Area.
3. Maintenance Standards. Grantor and successor owners of the Grantor's Property shall during the periods described above in 1 a., keep the Easement Area open, and free from obstruction. The Grantee shall have the right but not obligation to make any repairs that
-

are reasonable and necessary to keep the Easement Area open, and free from obstruction if the Grantor fails to do so after reasonable written notice, subject to the terms and provisions of this Easement. The parties acknowledge that the Grantee's use of the Easement Area will temporarily limit the amount of parking available on the Grantor's property. As a result the Grantee agrees that for the periods in which the Grantee requires access for construction, maintenance, or repair of its property the Grantee shall provide the Grantor with, to the extent necessary, an equivalent number of parking spaces at the adjacent City of Brockton Mayor Bill Carpenter Parking Garage at its own expense. The Grantee shall repair and replace any damage to the Easement Area and any such repair (i) shall be conducted in a good and workmanlike, safe and efficient manner in accordance with all applicable permits and regulations, (ii) no excavation shall remain open without proper safeguard or for any longer than the minimum period necessary for the performance of the work, (iv) such repair, replacement and maintenance shall be conducted in a manner which minimizes the effect thereof upon the operation of the Grantor's Property or the Benefited Property, and (v) once commenced, any construction work will be diligently and continuously pursued to completion.

4. Enforcement. This Easement and the rights hereunder may be enforced by appropriate legal proceedings, including the right to obtain injunctive and other equitable relief against any violations (the parties expressly agreeing that damages for breaches of this Easement are an inadequate remedy and consenting to the specific enforcement of such provision), and shall be in addition to, and not in limitation of, any other rights and remedies available to the other party at law or in equity on account of any breach by any party of the provisions of this Easement. Enforcement of this Easement shall be at the discretion of each party or any assignee of such party's rights under this Easement, and any forbearance by a party to exercise its rights shall not be deemed or construed to be a waiver. The exercise by any party hereto of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other such right or remedy. No delay or omission by a party to exercise any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.
5. Governing Law. This Easement shall be governed by the laws of the Commonwealth of Massachusetts.
6. Term. The easements, covenants, and conditions contained in this Easement shall be effective commencing on the date of recordation of this Easement in the Plymouth Registry of Deeds and shall remain in full force and effect thereafter in perpetuity, unless this Easement is modified, amended, canceled or terminated by the written consent of the Grantor and Grantees, or their relevant successors and assigns, in recordable form and recorded with said Plymouth Registry of Deeds.
7. Severability. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of this Easement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Easement.

8. Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
9. Recording. A fully executed counterpart of this Easement shall be recorded in the Plymouth Registry of Deeds.
10. Headings. The subject headings of the sections and paragraphs of this Easement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
11. Entire Agreement. This Easement (including exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Easement may be modified or amended only by a written instrument executed by the parties hereto.
12. Counterparts. This agreement may be signed in counterparts.

[Remainder of page intentionally left blank]

EXECUTED as a sealed instrument this 23 day of February, 2022.

Grantor:

Commonwealth of Massachusetts, acting by and through its  
Division of Capital Asset Management and Maintenance,

By: [Signature]  
Carol W. Gladstone, Commissioner

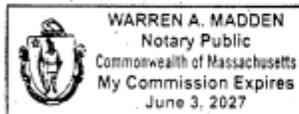
THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 23<sup>rd</sup> day of February, 2022, before me, the undersigned notary public, personally appeared Carol W. Gladstone, an individual duly authorized, proved to me through satisfactory evidence of identification, which was which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Commonwealth of Massachusetts.

Warren A. Madden

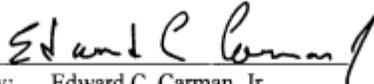
Notary Public Warren A. Madden  
My commission expires: June 3, 2027



Easement Agreement – 28 Petronelli LLC and DCAMM  
February 28 2021

Grantee:

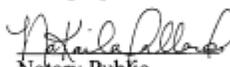
**28 Petronelli LLC**

  
By: Edward C. Carman, Jr.  
Its: Manager, CSI Partners LLC,  
Managing Member of 28 Petronelli LLC

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 28<sup>th</sup> day of February, 2022, before me, the undersigned notary public, personally appeared Edward C. Carman, Jr, as Manager of CSI Partners LLC, as Managing Member of 28 Petronelli LLC, proved to me through satisfactory evidence of identification, which was which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, 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 Manager of CSI Partners LLC, as Managing Member of 28 Petronelli LLC.

  
Notary Public



Nakella Pollard  
NOTARY PUBLIC  
Commonwealth of  
Massachusetts  
My Commission Expires  
September 9, 2027

My commission expires: SEPTEMBER 9, 2027

{00084552}

⑥ 2280  
107  
CUBO  
PXLH  
106  
105

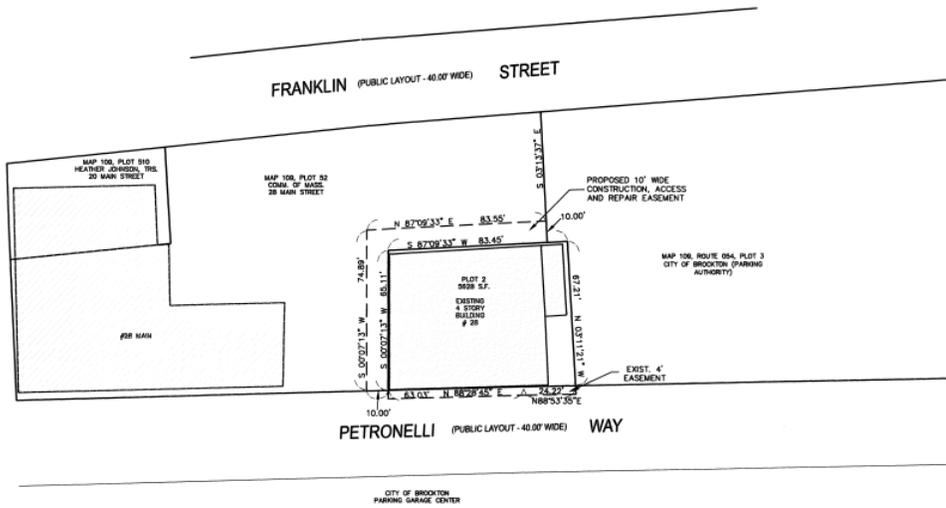
SSCUC22.80

PUC22-81

105



MAIN STREET  
(CITY LAYOUT - 40.00' WIDE)



Plymouth County Registry of Deeds  
PLAN BOOK **66** PAGE **39**



**'22-81**

RESERVED FOR HISTORY USE

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIP, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP

*[Signature]* 2/1/2022  
REGISTERED PROFESSIONAL LAND SURVEYOR DATE

I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS IN PREPARING THIS PLAN.

*[Signature]* 2/1/2022  
REGISTERED PROFESSIONAL LAND SURVEYOR DATE

**GENERAL NOTES :**

- ASSESSORS MAP : 109 PLOT : 52
- LOCAL DEED REFERENCE : BOOK 1851, PAGE 282
- PLAN REFERENCE : PLAN BOOK 22, PAGE 324
- APPLICANT : 28 PETRONELLI LLC  
120 RED GRANITE  
236 HANCOCK AVENUE  
SUITE 402  
BOSTON, MA 02115
- OWNER : COMMONWEALTH OF MASSACHUSETTS  
1 CONVENT ST.  
BOSTON, MA 02108
- ZONE : C-2 (COMMERCIAL)

Assessors Map: 109 Plot: 52  
28 Main Street, Brockton, Massachusetts

PREPARED FOR:  
**28 PETRONELLI, LLC**

**BY  
CONSTRUCTION, ACCESS AND  
REPAIR EASEMENT PLAN**

**J.K. HOLMGREN ENGINEERING, INC.**  
Registered Professional Engineers and Land Surveyors  
1024 Pearl Street, Brockton, MA 02301  
Phone : (508) 583-2585 Fax : (508) 588-7518  
Email : [stara@holmgren.com](mailto:stara@holmgren.com)



SCALE IN FEET  
0 20 40

SCALE: 1" = 20' DATE: 10/14/2020

NO. BY DATE REVISIONS	DRAWING NUMBER
1/1/2019, 2019-0421, SURVEY, 2019-0425, 10142020, 042	<b>C-1</b>

Send # 16475 OK 107

22-81

## **APPENDIX O:      Development & Underwriting Assumptions Summary**

USE THE FOLLOWING HYPERLINK TO ACCESS AND DOWNLOAD APPENIX O.

<https://www.mass.gov/doc/appendix-o-development-underwriting-assumptions-template-36-main-st-brockton/download>