

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
WM LOFTS LLC, et al.)	
REDEVELOPMENT OF 270 CANAL STREET)	MassDEP RTN 3-25950
LAWRENCE, MASSACHUSETTS)	
)	

I. STATEMENT OF PURPOSE

A. This Agreement is made and entered into by and between the Office of the Attorney General (the "OAG") on behalf of the Commonwealth of Massachusetts (the "Commonwealth"), and WM Lofts LLC, WM Developer LLC, WM Acquisition LLC, Washington Mill Manager LLC, WM Master Tenant LLC, Architectural Heritage Foundation, Inc., Washington Mill Lofts LLC, and Banc of America Community Development Corporation (collectively, the "WM Entities"). Collectively, the OAG and the WM Entities are referred to as the "Parties."

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E ("G.L. c. 21E"), and the OAG's Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 ("Brownfields Covenant Regulations"), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP"). This Agreement relates to the remediation and redevelopment of the approximately 2.2 acre property at 270 Canal Street, Lawrence, Massachusetts (the "Property") into loft-style housing units (the "Project").

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Project can contribute to the physical and economic revitalization of an area of Lawrence, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to the WM Entities and is predicated upon the WM Entities' compliance with the terms and conditions of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, response action costs or property damage pursuant to G.L. c. 21E, §§ 4 and 5 or for property damage claims under common law. This Agreement also addresses potential claims for natural resource damages. This Agreement does not, however, address liability arising under contract law.

D. The Parties agree that the WM Entities' ability to complete the Project may be contingent upon independent approval processes of other departments, agencies and instrumentalities of the federal, state and local governments. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed project for such approval processes. The WM Entities' failure to secure independent governmental approvals for the proposed

remediation shall not excuse the WM Entities from performance of any term or condition of this Agreement.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E and in the public interest, and has entered into this Agreement as part of an effort to revitalize an area of Lawrence, Massachusetts.

II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, §3A(j)(3).

B. WM Lofts LLC is a limited liability company organized under the laws of the Commonwealth with a principal place of business at Old City Hall, 45 School Street, Boston, MA 02108. WM Lofts LLC owns the Property. In accordance with this Agreement, WM Lofts LLC and the other WM Entities shall undertake the Project as described below and as discussed in Section IV, Paragraph A, Subparagraph 2.

C. WM Developer LLC is a limited liability company organized under the laws of the Commonwealth with a principal place of business at One Federal Street, Boston, MA 02110. WM Developer LLC arranges and secures financing, oversees construction contracting, and performs feasibility studies for the Project.

D. WM Acquisition LLC is a limited liability company organized under the laws of the Commonwealth with a principal place of business at Old City Hall, 45 School Street, Boston, MA 02108. WM Acquisition LLC is the ground lessee and procures and oversees certain of the construction contracts for the Project.

E. Washington Mill Manager LLC is a limited liability company organized under the laws of the Commonwealth with a principal place of business at One Federal Street, Boston, MA 02110. Washington Mill Manager LLC is 100% owned by Banc of America Community Development Corporation and is a Manager of WM Developer LLC, WM Master Tenant LLC, and the ground lessee entities WM Acquisition LLC and Washington Mill Lofts LLC. Washington Mill Manager LLC will assist these entities in the management of the Project.

F. WM Master Tenant LLC is a limited liability company organized under the laws of the Commonwealth with a principal place of business at One Federal Street, Boston, MA 02110. WM Master Tenant LLC will manage the Project once it is completed.

G. Washington Mill Lofts LLC is a limited liability company organized under the laws of the Commonwealth with a principal place of business at Old City Hall, 45 School Street, Boston, MA 02108. Washington Mill Lofts LLC will be the ground lessee at the Property at a future date.

H. Architectural Heritage Foundation, Inc. is a non-profit corporation organized under the laws of the Commonwealth with a principal place of business at Old City Hall, 45 School Street, Boston, MA 02108. Architectural Heritage Foundation, Inc. is co-developer of the Property, arranging financing, tax credits, and grant funding for the Project.

I. Banc of America Community Development Corporation is a corporation organized under the laws of the state of North Carolina with a principal place of business at 101 S. Tryon Street, NC1-002-18-02, Charlotte, NC 28255. Banc of America Community Development Corporation is co-developer of the Property with Architectural Heritage Foundation, Inc.

III. STATEMENT OF FACT AND LAW

A. The Commonwealth enters into this Agreement pursuant to its authority under G.L. c. 21E, §3A(j)(3) and the Brownfields Covenant Regulations.

B. Unless otherwise expressly provided, terms used in this Agreement which are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under such regulations. Terms not defined in the Brownfields Covenant Regulations, but defined under G.L. c. 21E and/or the MCP, shall have the meaning assigned to them under G.L. c. 21E and/or the MCP. Terms used in this agreement which are defined in the Brownfields Covenant Regulations, G.L. c. 21E, or the MCP are capitalized.

C. The Property is an approximately 2.2 acre parcel at the southwest corner of the intersection of Mill and Canal Street in a commercial and residential area of Lawrence, Massachusetts improved by a 250,000 square foot, five story, brick and timber building (the "Building") with a basement surrounded by pavement. Title to the Property is recorded at Essex North Registry of Deeds, Book No. 2014, Page No. 161. The Property is more fully described on Exhibit A, attached and incorporated by reference into this Agreement. The Property is historically known as Washington Mills because the Building was originally constructed for use within a woolen mill complex of the same name in the late 1800s. Due to the historic industrial activities, the Property is contaminated with Oil and Hazardous Material.

D. The Massachusetts Department of Environmental Protection ("MassDEP") has received notices of Releases of Oil and/or Hazardous Material at or from the Property. A Release Notification Form was filed with MassDEP on June 1, 2006, and MassDEP assigned Release Tracking Number ("RTN") 3-25950 to the Releases. RTN 3-25950 covers reportable concentrations of soil contaminants that include cadmium, chromium, lead, and total petroleum hydrocarbons. The contamination is believed to be a result of the historical, industrial uses to which the Property has been put. The areas where Oil and/or Hazardous Materials have come to be located as a result of the Releases assigned RTN 3-25950 constitute the "Site," as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. The Site is also the property addressed by this Agreement for the purposes of 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The Site, as now delineated, is more fully described on Exhibit B, which is attached and incorporated into this Agreement. Exhibit B describes the environmental conditions in detail, including the nature and extent of contamination detected at the Site.

IV. COMMITMENTS AND OBLIGATIONS

In consideration of the representations made and promises exchanged by and between the Parties, each of them covenants and agrees to the terms and conditions which follow.

A. REPRESENTATIONS AND COMMITMENTS BY APPLICANT

1. Each of the WM Entities represents that:

a. it is an Eligible Person;

b. it is not at the time of execution of this Agreement a person with potential liability for the Site pursuant to G.L. c. 21E other than as an owner or operator pursuant to Section 5(a)(1) of G.L. c. 21E;

c. it is not now nor has it ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E, other than securing partial seller financing from Andrea Management Corporation, the prior owner of the Property;

d. its involvement with the Site has been limited to:

i. in the case of WM Lofts LLC, holding title in anticipation of redeveloping the Property;

ii. in the case of WM Lofts LLC and one or more of the other WM Entities, communicating with the Commonwealth and local authorities with respect to the Project and various permitting issues with respect to the Property, conducting assessment and remedial actions at the Site, and commencing lease-up and operations at the Property;

e. none of its activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP;

f. it is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state or local law or regulation.

2. The WM Entities agree to the following terms and conditions:

a. The WM Entities shall redevelop the Property into 155 live/work, loft-style housing units with related amenities, with parking and border plantings, pursuant to a design plan by Durkee, Brown, Viveiros & Werenfels which is attached as Exhibit C and incorporated into this Agreement.

b. The WM Entities shall either achieve or arrange for the achievement of a Permanent Solution at the Site to a standard consistent with its use for residential housing in accordance with G.L. c. 21E and the MCP. Each WM Entity shall

cooperate fully with MassDEP with respect to contamination at the Site.

c. To cooperate fully includes, without limitation:

i. providing prompt and reasonable access to the Site to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to G.L. c. 21E and the MCP;

ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;

iii. responding in a timely manner to any request made by the MassDEP or OAG to produce information as required pursuant to G.L. c. 21E;

iv. taking reasonable steps to prevent the Exposure of people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP or a Licensed Site Professional acting on behalf of any of the WM Entities or a subsequent owner and/or operator of the Site;

v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Site, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and

vi. conducting, or causing to be conducted, Response Actions at the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP.

d. After the achievement of a Permanent Solution at the Site, the WM Entities and/or their successors shall operate the Property as residential housing consistent with any Activity and Use Limitation ("AUL") recorded for the Site or the Property, and the design plan attached as Exhibit C.

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to the WM Entities

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by the WM Entities set forth in Section IV, Paragraph A of this Agreement, and subject to the WM Entities' compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph

5, the Commonwealth covenants not to sue any of the WM Entities, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, natural resource damages or injunctive relief, or for property damage under the common law, relating to a Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement that is fully described and delineated in a Response Action Outcome (“RAO”) Statement to be submitted to MassDEP with respect to the Site, so long as the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to MassDEP. The covenant in this Paragraph shall vest on the effective date of this Agreement as defined in Section IV, Paragraph E, subparagraph 5. This Agreement shall not affect any liability established by contract.

2. Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue Eligible Persons who are successors, assigns, lessees or licensees of any of the WM Entities’ ownership or operational interests in the Property or any portion of the Property, or who are lessees or licensees of any of the WM Entities’ successors and assigns (the “Subsequent Owners and/or Operators”) pursuant to G.L. c. 21E for Response Action costs, contribution, property damage, natural resource damages or injunctive relief, or for property damage under the common law, relating to any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement that is fully described and delineated in an RAO Statement to be submitted to MassDEP with respect to the Site, so long as the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to DEP. The liability relief available to Subsequent Owners and/or Operators shall be subject to the same terms and conditions as those that apply to the WM Entities and the Subsequent Owner’s and/or Operator’s covenant not to sue the Commonwealth in Section IV, paragraph C, below.

3. Applicability of the Agreement

This Agreement, except as it applies to claims for natural resource damages, shall be in effect unless and until the statutory protections available to the WM Entities or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, §5C are in effect. Protections in this Agreement from claims for natural resource damages shall not be affected if the statutory protections available under G.L. c. 21E, §5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5.

4. Reservations of Rights

The Commonwealth’s covenants in this Agreement shall not apply to:

a. any Release of Oil and/or Hazardous Material at or from the Site that occurs after the date of execution of this Agreement;

b. any Release of Oil and/or Hazardous Material which any of the WM Entities causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection

applicable only to such Subsequent Owner and/or Operator and shall not affect the WM Entities' liability protection under this Agreement;

c. any Release of Oil and/or Hazardous Material not discovered when an RAO Statement is submitted to MassDEP that would have been discovered if an assessment of the Site covered by or addressed in the RAO Statement had been performed consistent with the Standard of Care in effect when the RAO Statement was submitted;

d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new Exposure that results from any action or failure to act pursuant to G.L. 21E by the WM Entities or a Subsequent Owner and/or Operator during the WM Entities' or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect the WM Entities' liability protection under this Agreement;

e. any Release of Oil and/or Hazardous Material not expressly described in Section IV, Paragraph B above; and

f. any claims (i) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material occurring after the execution of this Agreement, (ii) for exacerbation of injury to, destruction of, or loss of natural resources occurring after the execution of this Agreement, where original injury, destruction or loss of natural resources was due to a Release of Oil and/or Hazardous Material occurring either before or after the execution of this Agreement, (iii) for the costs of any natural resource damage assessment relating to conditions first caused or exacerbated after the execution of this Agreement, and (iv) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material not expressly described in Section IV, Paragraph B above. If, however, injury to, destruction of, or loss of natural resources, or the exacerbation of such conditions, is caused by a Subsequent Owner and/or Operator, this reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator, and shall not affect the WM Entities' liability protection.

5. Termination for Cause

a. If the OAG or MassDEP determines that any of the WM Entities submitted materially false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c. below. A statement made by any of the WM Entities regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this Subparagraph if the statement was asserted in good faith at the time it was made.

b. In the event that the OAG or MassDEP determines that any of the WM Entities or a Subsequent Owner and/or Operator has violated the terms and conditions of this Agreement, including but not limited to failure to complete the Project, and failure to arrange for the achievement and maintenance of a Permanent Solution at the Site in accordance with G.L. c. 21E and the MCP, or failure to arrange for a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Permanent Solution at the Site, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraph 5.c., below. In the event that the liability protection is terminated solely because of a violation of one or more of the conditions set forth in 940 CMR 23.08(3)(a) through (d) by a Subsequent Owner and/or Operator, such termination shall affect the liability protection applicable only to such Subsequent Owner and/or Operator.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide the WM Entities or a Subsequent Owner and/or Operator with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. The notice from the OAG shall, if appropriate, provide a reasonable period of time for the WM Entities or a Subsequent Owner and/or Operator to cure an ongoing violation in lieu of termination of the liability relief provided by this Agreement in the sole discretion of the OAG.

d. Termination of liability relief pursuant to this section shall not affect any defense that the WM Entities might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY THE WM ENTITIES AND ANY
SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, each of the WM Entities covenants not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the following matters as they relate to the Site or this Agreement:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution or equitable share of response costs or for property damage pursuant to G.L. c. 21E in connection with any Release that is subject to the Commonwealth's covenants not to sue in Section IV, Paragraph B (the "Covered Releases");

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79 based on the argument that, with respect to a Covered Release, the requirements of Chapter 21E, the MCP, or the requirements of this Agreement constitute a taking;

c. any claims for monetary damages arising out of response actions at the Site and/or the Property;

d. any claims or causes of action for interference with contracts,

business relations or economic advantage based upon the conduct of MassDEP pursuant to Chapter 21E prior to the date of this Agreement concerning the Covered Releases; or

e. any claims for costs, attorneys fees, other fees or expenses incurred in connection with the Covered Releases.

2. Subsequent Owners and/or Operators shall be bound by the WM Entities' covenants in this Paragraph C. In the event that, despite these covenants, a Subsequent Owner and/or Operator asserts any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the claims listed in this Section C, such claims and/or causes of action shall have no effect on the rights, benefits, and protections secured under this Agreement for any other entity.

3. Nothing in this Agreement is intended to limit the rights of the WM Entities or Subsequent Owners and/or Operators to pursue claims against third parties for Response Action costs or contribution.

D. PROTECTION FROM THIRD PARTY CLAIMS

With regard to any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement that is fully described and delineated in the RAO Statement to be submitted to MassDEP with respect to the Site, so long as the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to MassDEP, the WM Entities and any Subsequent Owner or Operator are entitled to the protection G.L. c. 21E §3A(j)(3) provides from claims for contribution, cost recovery or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law or G.L. c. 21E, §5, based solely on the status of the WM Entities and/or any Subsequent Owner or Operator as owner or operator of the Property or the Site, provided, however that the WM Entities have satisfied the notification provisions of G.L. c. 21E, §3A(j)(3), and 940 CMR 23.06(1).

E. GENERAL PROVISIONS

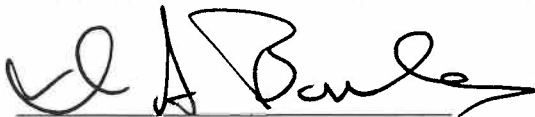
1. This Agreement may be modified only upon the written consent of all Parties.

2. If any court of competent jurisdiction finds any term or condition of this Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.

3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.

In the matter of WM Lofts, LLC's Redevelopment of 250 Canal Street, Lawrence
Brownfields Covenant Not To Sue Agreement

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

By: 
Ian A. Bowles
Secretary of Energy and Environmental Affairs
Commonwealth of Massachusetts

Date: 8/27/07

EXHIBIT A

PROPERTY DESCRIPTION

The Property is an approximately 2.2 acre site at the southwest corner of the intersection of Mill and Canal Streets in a commercial and residential area of Lawrence, Massachusetts ("Lawrence"). It is identified as Lot 9 on Lawrence Assessor's Map 105. The Property is located approximately 3,500 feet southeast of the juncture of Routes 110 and 28 and approximately 350 feet north of the Merrimack River. The northern adjoining property is a 25 foot wide Essex Company railroad right of way. North of the railroad right of way is the North Canal. The Property is improved by a 200,000 square foot, five story, brick and timber building ("Building") with a basement surrounded by pavement. The Property is historically known as Washington Mills because the Building was originally constructed for use within a woolen mill complex of the same name in the late 1800s. Most recently, a company named Loren Products manufactured roofing ventilation at the Property; Loren vacated the Property in August 2005. The Property is served by natural gas, municipal sewer, electricity, and municipal water.

EXHIBIT B

DESCRIPTION OF THE ENVIRONMENTAL CONDITIONS AND REMEDIATIONS PLANNED

A Release Notification Form ("RNF") was filed with the Department of Environmental Protection (DEP) on June 1, 2006. The DEP assigned Release Tracking Number (RTN) 3-25950 to the Property. This RTN covers reportable concentrations of soil contaminants that includes cadmium, chromium, lead, and total petroleum hydrocarbons. The contamination is believed to be a result of the historical, industrial uses to which the Property has been put. A copy of the RNF is attached and incorporated into this Exhibit B.

The Permanent Solution will be achieved through a combination of removal and disposal, site capping, and the use of an Activity and Use Limitation ("AUL"). Removal and disposal applies to: 1) an identified underground storage tank ("UST"); 2) soils impacted by polynuclear aromatic hydrocarbons, petroleum, cadmium, and chromium; 3) soils disrupted as part of building reconstruction and improvement; 4) lead and PCB-containing paints; 5) roofing materials that contain asbestos and limited quantities of other materials that contain asbestos; 6) a small quantity (approximately 2,000 square feet) of floor boards that contained PCB's in excess of 1 part per billion ("ppb"); 7) approximately 150 (out of 650) existing windows which contain lead based paint; and 8) miscellaneous hazardous building materials (e.g., several fluorescent light fixtures, emergency exits signs, etc.). All of these processes are part of the planned Building and Property remediation and redevelopment. All subsurface excavation, disposal, and management of on-site soil is planned to be done in accordance with the Massachusetts Contingency Plan ("MCP") and a Release Abatement Measure ("RAM") Plan that has been developed for the Property. The DEP has reviewed this RAM Plan and corresponding amendments to it have been made. Other identified contaminated soils where appropriate will be capped and addressed through an AUL. These areas are generally a parking area and in an unoccupied basement. All work will be performed under the supervision of a Licensed Site Professional ("LSP") and will result in a Response Action Outcome Statement ("RAO").

Architectural Heritage Foundation

Architectural Heritage Foundation, Inc.
Old City Hall
45 School Street
Boston, Massachusetts 02108

617.523.8678
fax 617.523.3782
www.ahfboston.com

May 31, 2006



Massachusetts Department of Environmental Protection
The Northeast Regional Office
205B Lowell Street
Wilmington, MA 01887

To Whom it May Concern,

Enclosed please find a Release Notification and Release Notification Tracking form in regards to Washington Mills Building One at 250 Canal Street in Lawrence, MA. Please be advised that WM Lofts LLC purchased the site on May 5, 2006. Also, please be advised that the RAM will be submitted to you in the next few days.

Please be advised that soil excavation activities will begin on June 5, 2006. Any expedited processing of this form would be greatly appreciated.

Please contact me with any questions or concerns.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Sean McDonnell". The signature is fluid and cursive, written over the typed name.

Sean McDonnell

cc: Nancy Nichols, GZA GeoEnvironmental, Inc.
Michael J. Sullivan, Mayor, City of Lawrence
Mary Goulet, Board of Health, City of Lawrence



**RELEASE NOTIFICATION & NOTIFICATION
RETRACTION FORM**

Release Tracking Number

-

Pursuant to 310 CMR 40.0335 and 310 CMR 40.0371 (Subpart C)

A. RELEASE OR THREAT OF RELEASE LOCATION:

1. Release Name/Location Aid: Former Washington Mills
2. Street Address: Building 1, 250 Canal Street
3. City/Town: Lawrence 4. ZIP Code: 01840-0000
5. UTM Coordinates a. UTM N: 4730247 b. UTM E: 323334

B. THIS FORM IS BEING USED TO: (check one)

1. Submit a Release Notification
2. Submit a Revised Release Notification
3. Submit a Retraction of a Previously Reported Notification of a release or threat of release including supporting documentation required pursuant to 310 CMR 40 0335 (Section C is not required)

(All sections of this transmittal form must be filled out unless otherwise noted above)

C. INFORMATION DESCRIBING THE RELEASE OR THREAT OF RELEASE (TOR):

1. Date and time of Oral Notification, if applicable: _____ Time: _____ AM PM
mm/dd/yyyy hh:mm
2. Date and time you obtained knowledge of the Release or TOR: 05/05/2006 Time: _____ AM PM
mm/dd/yyyy hh:mm
3. Date and time release or TOR occurred, if known: _____ Time: _____ AM PM
mm/dd/yyyy hh:mm

Check all Notification Thresholds that apply to the Release or Threat of Release:
(for more information see 310 CMR 40.0310 - 40.0315)

- | | | |
|--|--|--|
| <p>4. 2 HOUR REPORTING CONDITIONS</p> <p><input type="checkbox"/> a. Sudden Release</p> <p><input type="checkbox"/> b. Threat of Sudden Release</p> <p><input type="checkbox"/> c. Oil Sheen on Surface Water</p> <p><input type="checkbox"/> d. Poses Imminent Hazard</p> <p><input type="checkbox"/> e. Could Pose Imminent Hazard</p> <p><input type="checkbox"/> f. Release Detected in Private Well</p> <p><input type="checkbox"/> g. Release to Storm Drain</p> <p><input type="checkbox"/> h. Sanitary Sewer Release (Imminent Hazard Only)</p> | <p>5. 72 HOUR REPORTING CONDITIONS</p> <p><input type="checkbox"/> a. Subsurface Non-Aqueous Phase Liquid (NAPL) Equal to or Greater than 1/2 Inch</p> <p><input type="checkbox"/> b. Underground Storage Tank (UST) Release</p> <p><input type="checkbox"/> c. Threat of UST Release</p> <p><input type="checkbox"/> d. Release to Groundwater near Water Supply</p> <p><input type="checkbox"/> e. Release to Groundwater near School or Residence</p> <p><input type="checkbox"/> f. Substantial Release Migration</p> | <p>6. 120 DAY REPORTING CONDITIONS</p> <p><input checked="" type="checkbox"/> a. Release of Hazardous Material(s) to Soil or Groundwater Exceeding Reportable Concentration(s)</p> <p><input checked="" type="checkbox"/> b. Release of Oil to Soil Exceeding Reportable Concentration(s) and Affecting More than 2 Cubic Yards</p> <p><input type="checkbox"/> c. Release of Oil to Groundwater Exceeding Reportable Concentration(s)</p> <p><input type="checkbox"/> d. Subsurface Non-Aqueous Phase Liquid (NAPL) Equal to or Greater than 1/8 Inch and Less than 1/2 Inch</p> |
|--|--|--|



RELEASE NOTIFICATION & NOTIFICATION
RETRACTION FORM

Release Tracking Number

-

Pursuant to 310 CMR 40.0335 and 310 CMR 40.0371 (Subpart C)

C. INFORMATION DESCRIBING THE RELEASE OR THREAT OF RELEASE (TOR): (cont.)

7. List below the Oils (O) or Hazardous Materials (HM) that exceed their Reportable Concentration (RC) or Reportable Quantity (RQ) by the greatest amount.

O or HM Released	CAS Number, If known	O or HM	Amount or Concentration	Units	RCs Exceeded, if Applicable (RCS-1, RCS-2, RCGW-1, RCGW-2)
Cadmium		HM	2.02	MG/KG	RCS-1
Chromium		HM	252	MG/KG	RCS-1
Lead		HM	1,300	MG/KG	RCS-1
Total Petroleum Hydrocarbons		O	7,200	MG/KG	RCS-1

8 Check here if a list of additional Oil and Hazardous Materials subject to reporting is attached.

D. PERSON REQUIRED TO NOTIFY:

1. Check all that apply: a. change in contact name b. change of address c. change in the person notifying

2. Name of Organization: WM Lofts LLC

3. Contact First Name: Sean 4. Last Name: McDonnell

5. Street: Old City Hall, 45 School Street 6. Title: President

7. City/Town: Boston 8. State: MA 9. ZIP Code: 02108-0000

10. Telephone: (617) 523-8678 11. Ext.: _____ 12. FAX: (617) 523-3782

13 Check here if attaching names and addresses of owners of properties affected by the Release or Threat of Release, other than an owner who is submitting this Release Notification (required).

E. RELATIONSHIP OF PERSON TO RELEASE OR THREAT OF RELEASE:

1 RP or PRP a. Owner b. Operator c. Generator d. Transporter

e. Other RP or PRP Specify _____

2 Fiduciary, Secured Lender or Municipality with Exempt Status (as defined by M.G.L. c. 21E, s. 2)

3. Agency or Public Utility on a Right of Way (as defined by M.G.L. c. 21E, s. 5(j))

4 Any Other Person Otherwise Required to Notify Specify Relationship: _____



RELEASE NOTIFICATION & NOTIFICATION
RETRACTION FORM

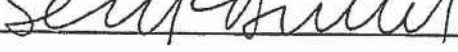
Release Tracking Number

-

Pursuant to 310 CMR 40.0335 and 310 CMR 40.0371 (Subpart C)

F. CERTIFICATION OF PERSON REQUIRED TO NOTIFY:

1 I, Seal McDonnell, attest under the pains and penalties of perjury (i) that I have personally examined and am familiar with the information contained in this submittal, including any and all documents accompanying this transmittal form, (ii) that, based on my inquiry of those individuals immediately responsible for obtaining the information, the material information contained in this submittal is, to the best of my knowledge and belief, true, accurate and complete, and (iii) that I am fully authorized to make this attestation on behalf of the entity legally responsible for this submittal. I/the person or entity on whose behalf this submittal is made am/is aware that there are significant penalties, including, but not limited to, possible fines and imprisonment, for willfully submitting false, inaccurate, or incomplete information.

2 By  3. Title: President
Signature

4 For WM Lofts LLC 5. Date: 05/31/2006
(Name of person or entity recorded in Section D) mm/dd/yyyy

6 Check here if the address of the person providing certification is different from address recorded in Section D.

7. Street: _____

8 City/Town: _____ 9. State: _____ 10. ZIP Code: _____

11. Telephone: _____ 12. Ext.: _____ 13. FAX: _____

YOU ARE SUBJECT TO AN ANNUAL COMPLIANCE ASSURANCE FEE OF UP TO \$10,000 PER BILLABLE YEAR FOR THIS DISPOSAL SITE. YOU MUST LEGIBLY COMPLETE ALL RELEVANT SECTIONS OF THIS FORM OR DEP MAY RETURN THE DOCUMENT AS INCOMPLETE. IF YOU SUBMIT AN INCOMPLETE FORM, YOU MAY BE PENALIZED FOR MISSING A REQUIRED DEADLINE.

Date Stamp (DEP USE ONLY)

List of Oils or Hazardous Materials Exceeding their Reportable Concentrations

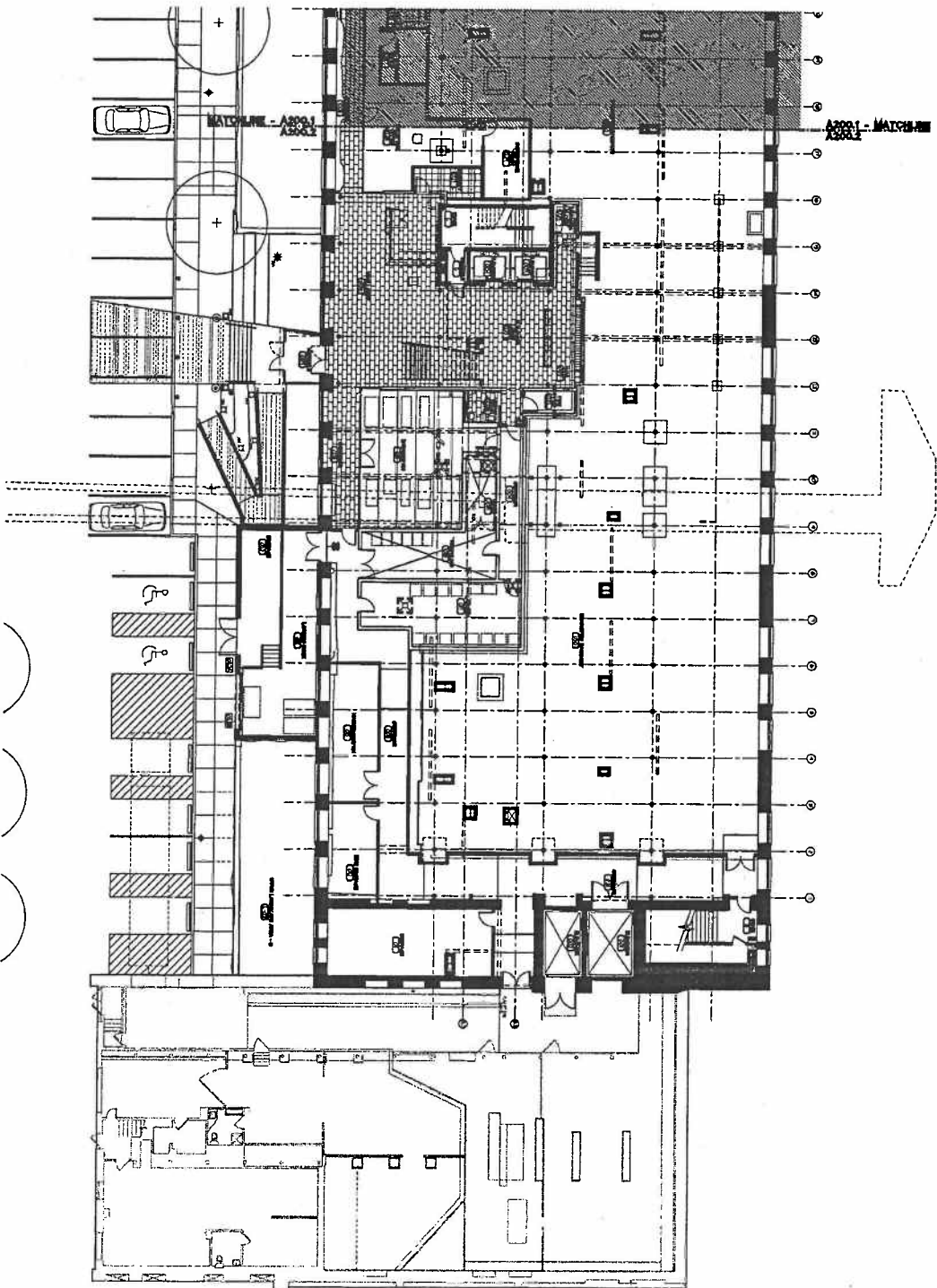
Building 1, 250 Canal Street
Lawrence, Massachusetts

Oil or HM Released	CAS Number, if known	O or HM	Amount or Concentration	Units	RCs Exceeded
C11-C22 Aromatics		O	2,000	mg/kg	RCS-1
Bis(2-Ethylhexyl)Phthalate		O	180	mg/kg	RCS-1
Naphthalene (Diesel PAH)		O	56	mg/kg	RCS-1
2-Methylnaphthalene		O	20	mg/kg	RCS-1
Acenaphthene		O	48	mg/kg	RCS-1
Phenanthrene		O	610	mg/kg	RCS-1
Benzo[a] Anthracene		O	240	mg/kg	RCS-1
Chrysene		O	260	mg/kg	RCS-1
Benzo [b] Fluoranthene		O	260	mg/kg	RCS-1
Benzo [a] Pyrene		O	230	mg/kg	RCS-1
Indeno [1,2,3-cd] Pyrene		O	69	mg/kg	RCS-1
Dibenzo[a,h]Anthracene		O	23	mg/kg	RCS-1
Total PCBs		HM	8.5	mg/kg	RCS-1
Cis-1,2-dichloroethene		HM	0.15	mg/L	RCGW-2

EXHIBIT C

DURKEE & BROWN DESIGN PLAN FOR WASHINGTON MILL LOFTS

- Page 1. Lower level plan east.
- Page 2. Lower level plan west;
- Page 3. First floor plan east;
- Page 4. First floor plan west;
- Page 5. Landscape materials plan;
- Page 6. Partial north exterior elevation east;
- Page 7. Partial north exterior elevation west;
- Page 8. Artists photo rendering entrance; and
- Page 9. Perspective at canal looking west.



DARKEE BROWN
 ARCHITECTS
 300 WEST EXCHANGE STREET
 PROVIDENCE, RHODE ISLAND 02903
 PH: 401.455.8800
 WWW.DARKEEBROWN.COM

Washington Mill Lofts
 Building One
 250 Canal Street
 Providence, RI
 Architectural Group Foundation, Inc.
 65 South Street
 Providence, RI 02903

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	CONCRETE			
2	STEEL			
3	BRICK			
4	GLASS			
5	WOOD			
6	MECHANICAL			
7	ELECTRICAL			
8	PLUMBING			
9	PAINT			
10	FINISHES			
11	LANDSCAPE			
12	UTILITIES			
13	PERMITS			
14	CONTINGENCY			
15	TOTAL			

Lower Level Plan
 ESB
A200.2
 Construction Documents

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS OF THE STATE OF MASSACHUSETTS AND THE CITY OF WASHINGTON.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION WORK.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

14. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

15. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

17. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

19. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

20. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

21. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

23. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

25. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

26. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

27. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

29. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

31. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

32. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

33. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

35. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

37. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

38. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

39. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

41. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

42. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

43. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

44. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

45. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

46. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

47. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

48. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

49. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

50. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

51. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

52. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

53. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

54. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

55. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

56. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

57. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

58. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

59. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

60. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

61. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

62. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

63. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

64. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

65. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

66. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

67. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

68. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

69. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

70. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

71. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

72. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

73. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

74. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

75. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

76. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

77. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

78. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

79. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

80. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

81. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

82. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

83. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

84. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

85. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

86. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

87. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

88. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

89. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

90. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

91. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

92. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

93. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

94. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.

95. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

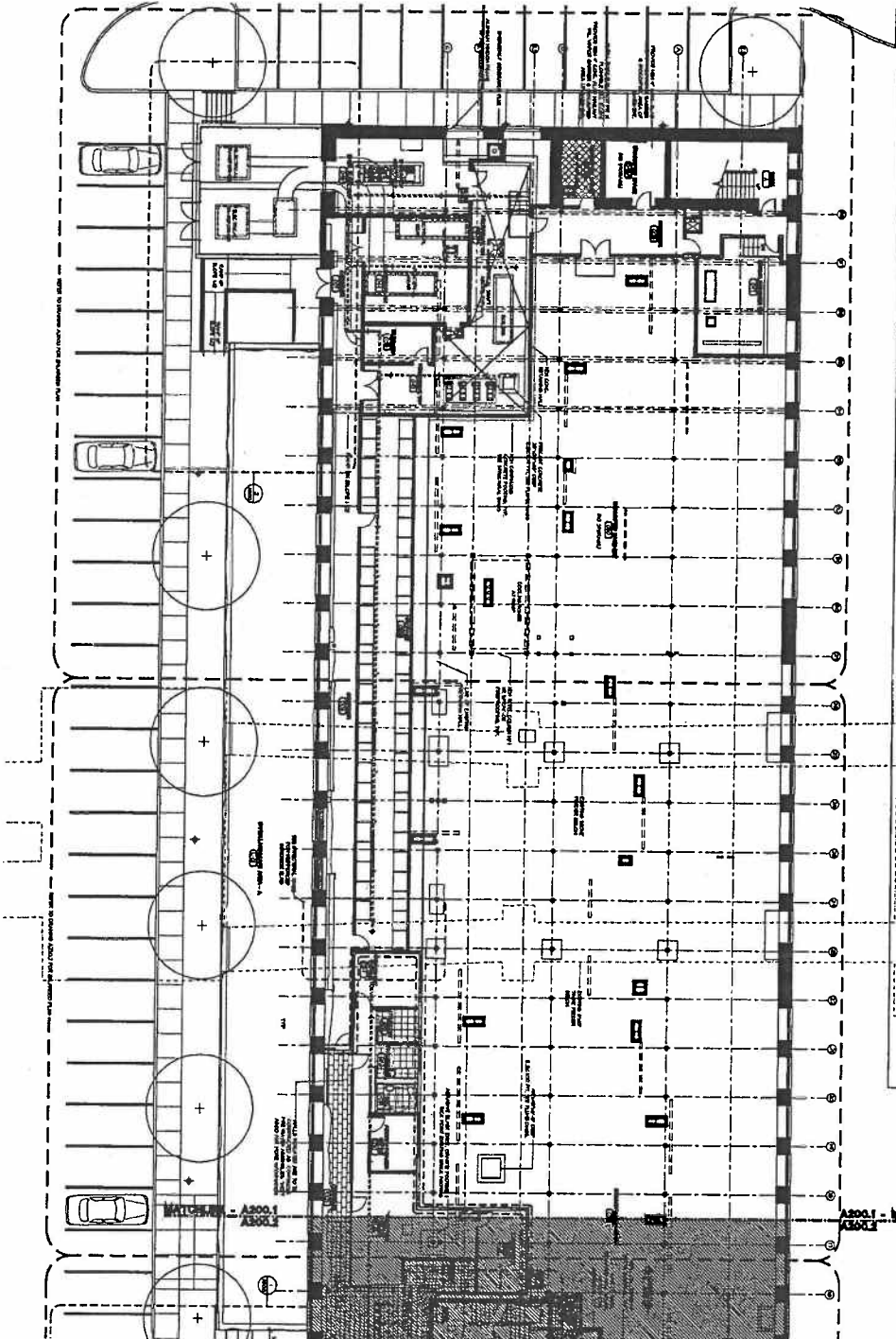
96. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

97. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

98. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

99. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

100. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING CURBS AND SIDEWALKS.



DARRYL BROWN
VIVEROS ARCHITECTS
 300 WEST EXCHANGE STREET
 PROVIDENCE, RHODE ISLAND 02903
 401-863-8800



Washington Mill Lofts
 Building One
 230 Canal Street
 Providence, MA
 Architectural and Interior Foundation, Inc.
 One City Hall
 841 Federal Street
 Providence, MA 02903

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	CONCRETE			
2	STEEL			
3	BRICK			
4	GLASS			
5	PAINT			
6	CEILING			
7	FLOORING			
8	MECHANICAL			
9	ELECTRICAL			
10	PLUMBING			
11	LANDSCAPE			
12	CONCRETE			
13	STEEL			
14	BRICK			
15	GLASS			
16	PAINT			
17	CEILING			
18	FLOORING			
19	MECHANICAL			
20	ELECTRICAL			
21	PLUMBING			
22	LANDSCAPE			
23	CONCRETE			
24	STEEL			
25	BRICK			
26	GLASS			
27	PAINT			
28	CEILING			
29	FLOORING			
30	MECHANICAL			
31	ELECTRICAL			
32	PLUMBING			
33	LANDSCAPE			
34	CONCRETE			
35	STEEL			
36	BRICK			
37	GLASS			
38	PAINT			
39	CEILING			
40	FLOORING			
41	MECHANICAL			
42	ELECTRICAL			
43	PLUMBING			
44	LANDSCAPE			
45	CONCRETE			
46	STEEL			
47	BRICK			
48	GLASS			
49	PAINT			
50	CEILING			
51	FLOORING			
52	MECHANICAL			
53	ELECTRICAL			
54	PLUMBING			
55	LANDSCAPE			
56	CONCRETE			
57	STEEL			
58	BRICK			
59	GLASS			
60	PAINT			
61	CEILING			
62	FLOORING			
63	MECHANICAL			
64	ELECTRICAL			
65	PLUMBING			
66	LANDSCAPE			
67	CONCRETE			
68	STEEL			
69	BRICK			
70	GLASS			
71	PAINT			
72	CEILING			
73	FLOORING			
74	MECHANICAL			
75	ELECTRICAL			
76	PLUMBING			
77	LANDSCAPE			
78	CONCRETE			
79	STEEL			
80	BRICK			
81	GLASS			
82	PAINT			
83	CEILING			
84	FLOORING			
85	MECHANICAL			
86	ELECTRICAL			
87	PLUMBING			
88	LANDSCAPE			
89	CONCRETE			
90	STEEL			
91	BRICK			
92	GLASS			
93	PAINT			
94	CEILING			
95	FLOORING			
96	MECHANICAL			
97	ELECTRICAL			
98	PLUMBING			
99	LANDSCAPE			
100	CONCRETE			

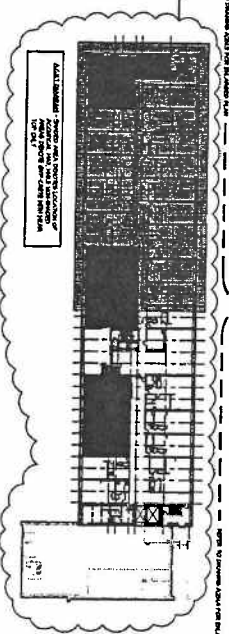
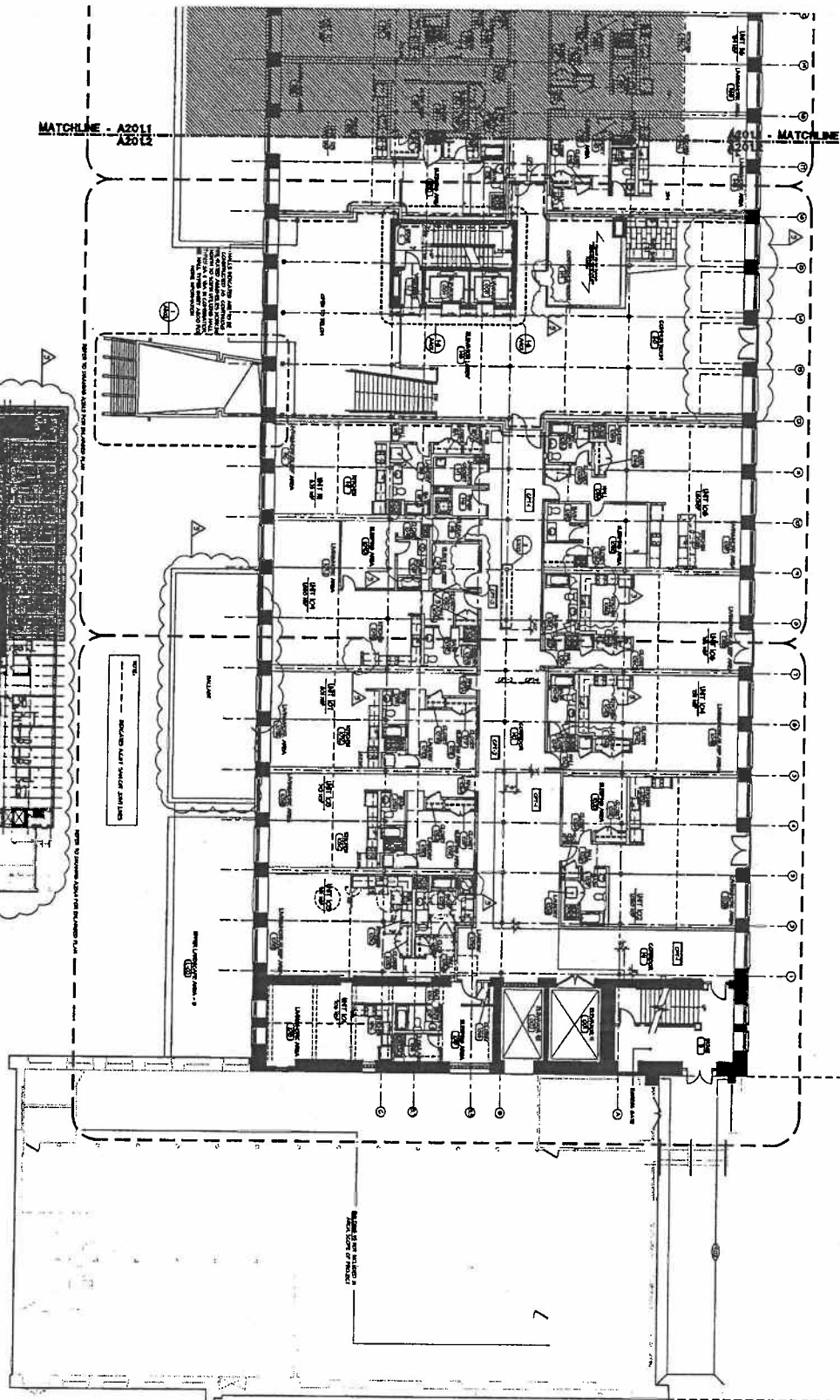
Lower Level Plan
 W-101

A200.1

COMMERCIAL DRAWING

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS AND ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE APPLICABLE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE PROTECTED AND NOT TO BE MOVED OR ALTERED UNLESS SPECIFICALLY NOTED OTHERWISE.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS AND ORDINANCES.
9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
10. ALL UTILITIES SHALL BE PROTECTED AND NOT TO BE MOVED OR ALTERED UNLESS SPECIFICALLY NOTED OTHERWISE.
11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.



Washington Mill Lofts

-Building One-
250 Canal Street
Lowry Park, WA

Architectural Heritage Foundation, Inc.
One Dry Hill
44 School Street
Boston, MA 02116

NO.	DATE	BY	REVISIONS
1	01/11/12	CF	ISSUED FOR PERMIT
2	02/02/12	CF	REVISED PER COMMENTS
3	02/17/12	CF	REVISED PER COMMENTS
4	03/02/12	CF	REVISED PER COMMENTS
5	03/15/12	CF	REVISED PER COMMENTS
6	03/22/12	CF	REVISED PER COMMENTS
7	04/05/12	CF	REVISED PER COMMENTS
8	04/12/12	CF	REVISED PER COMMENTS
9	04/19/12	CF	REVISED PER COMMENTS
10	04/26/12	CF	REVISED PER COMMENTS
11	05/03/12	CF	REVISED PER COMMENTS
12	05/10/12	CF	REVISED PER COMMENTS
13	05/17/12	CF	REVISED PER COMMENTS
14	05/24/12	CF	REVISED PER COMMENTS
15	06/01/12	CF	REVISED PER COMMENTS
16	06/08/12	CF	REVISED PER COMMENTS
17	06/15/12	CF	REVISED PER COMMENTS
18	06/22/12	CF	REVISED PER COMMENTS
19	06/29/12	CF	REVISED PER COMMENTS
20	07/06/12	CF	REVISED PER COMMENTS
21	07/13/12	CF	REVISED PER COMMENTS
22	07/20/12	CF	REVISED PER COMMENTS
23	07/27/12	CF	REVISED PER COMMENTS
24	08/03/12	CF	REVISED PER COMMENTS
25	08/10/12	CF	REVISED PER COMMENTS
26	08/17/12	CF	REVISED PER COMMENTS
27	08/24/12	CF	REVISED PER COMMENTS
28	08/31/12	CF	REVISED PER COMMENTS
29	09/07/12	CF	REVISED PER COMMENTS
30	09/14/12	CF	REVISED PER COMMENTS
31	09/21/12	CF	REVISED PER COMMENTS
32	09/28/12	CF	REVISED PER COMMENTS
33	10/05/12	CF	REVISED PER COMMENTS
34	10/12/12	CF	REVISED PER COMMENTS
35	10/19/12	CF	REVISED PER COMMENTS
36	10/26/12	CF	REVISED PER COMMENTS
37	11/02/12	CF	REVISED PER COMMENTS
38	11/09/12	CF	REVISED PER COMMENTS
39	11/16/12	CF	REVISED PER COMMENTS
40	11/23/12	CF	REVISED PER COMMENTS
41	11/30/12	CF	REVISED PER COMMENTS
42	12/07/12	CF	REVISED PER COMMENTS
43	12/14/12	CF	REVISED PER COMMENTS
44	12/21/12	CF	REVISED PER COMMENTS
45	12/28/12	CF	REVISED PER COMMENTS
46	01/04/13	CF	REVISED PER COMMENTS
47	01/11/13	CF	REVISED PER COMMENTS
48	01/18/13	CF	REVISED PER COMMENTS
49	01/25/13	CF	REVISED PER COMMENTS
50	02/01/13	CF	REVISED PER COMMENTS

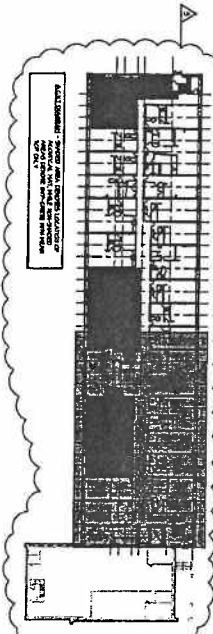
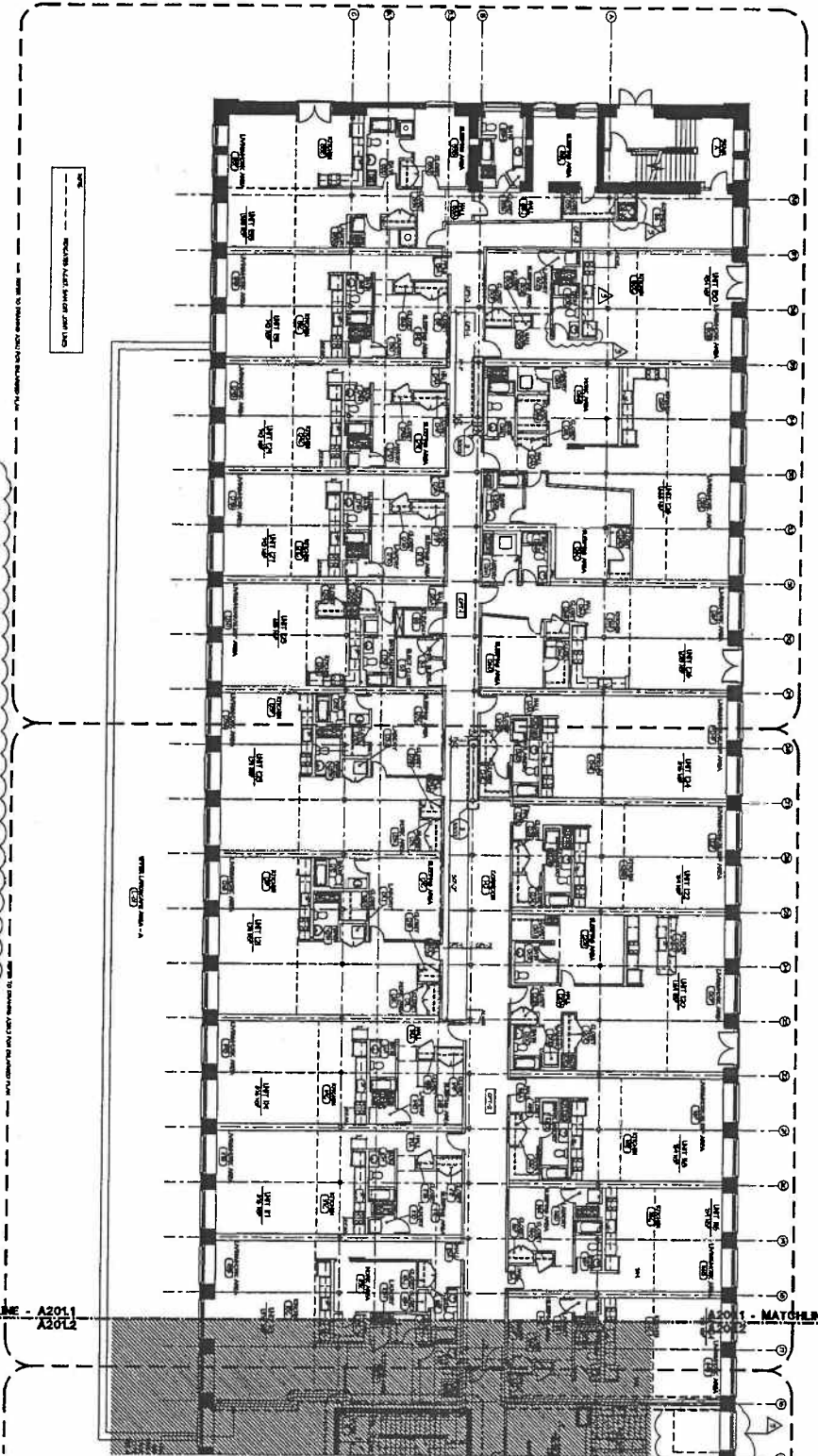
First Floor Plan
East

A2012

Copyright © 2012, Architectural Heritage Foundation, Inc.

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.
3. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE 2012 INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMC).
4. ALL ELECTRICAL WORK IS TO BE ACCORDING TO THE 2012 NATIONAL ELECTRICAL CODE (NEC).
5. ALL MECHANICAL AND PLUMBING WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMC).
6. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL BUILDING CODE (IBC).
7. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
8. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
9. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL SMOKE AND ALARM CODE (ISAC).
10. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL SOUND AND VIBRATION CODE (ISVC).
11. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL ACCESSIBILITY AND MOBILITY ACT (IFAA).
12. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL GREEN BUILDING CONSTRUCTION CODE (IGBC).
13. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC).
14. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC).
15. ALL WORK IS TO BE ACCORDING TO THE 2012 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC).



**DUKKEEY BROWN
VIVIEROS OBERDIERERS
ARCHITECTS**
300 WEST EXCHANGE STREET
ROXBOROUGH, MASSACHUSETTS 02134
(617) 324-1144
www.dukkeebrown.com

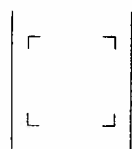
Washington Mill Lofts
-Building One-
239 Canal Street
Lowell, MA
Architecture: Hastings Foundation, Inc.
045 Central Street
Lowell, MA 02108

NO.	DATE	BY	REVISIONS
1	08/11/12	AK	ISSUED FOR PERMIT
2	08/11/12	AK	ISSUED FOR PERMIT
3	08/11/12	AK	ISSUED FOR PERMIT
4	08/11/12	AK	ISSUED FOR PERMIT
5	08/11/12	AK	ISSUED FOR PERMIT
6	08/11/12	AK	ISSUED FOR PERMIT
7	08/11/12	AK	ISSUED FOR PERMIT
8	08/11/12	AK	ISSUED FOR PERMIT
9	08/11/12	AK	ISSUED FOR PERMIT
10	08/11/12	AK	ISSUED FOR PERMIT

A201.1
F1st Floor Plan
V1st

CONSTRUCTION DOCUMENT - PERMIT

DURKEE BROWN
 VIEROS WERENFELS
 ARCHITECTS
 300 WEST EXCHANGE STREET
 FORT LEE, NEW JERSEY 07024
 TEL: 201.328.3300
 WWW.DURKEEBROWN.COM



1/4" = 1'-0"



Washington Mill Lofts
 Building One -
 250 Canal Street
 LOWELL, MA
 Architectural Package Foundation, Inc.
 041-071-040
 45 School Street
 Boston, MA 02115

NO.	DATE	BY	DESCRIPTION
1	08/11/11	AV	ISSUED FOR PERMITS
2	08/11/11	AV	ISSUED FOR PERMITS
3	08/11/11	AV	ISSUED FOR PERMITS
4	08/11/11	AV	ISSUED FOR PERMITS
5	08/11/11	AV	ISSUED FOR PERMITS
6	08/11/11	AV	ISSUED FOR PERMITS
7	08/11/11	AV	ISSUED FOR PERMITS
8	08/11/11	AV	ISSUED FOR PERMITS
9	08/11/11	AV	ISSUED FOR PERMITS
10	08/11/11	AV	ISSUED FOR PERMITS
11	08/11/11	AV	ISSUED FOR PERMITS
12	08/11/11	AV	ISSUED FOR PERMITS
13	08/11/11	AV	ISSUED FOR PERMITS
14	08/11/11	AV	ISSUED FOR PERMITS
15	08/11/11	AV	ISSUED FOR PERMITS
16	08/11/11	AV	ISSUED FOR PERMITS
17	08/11/11	AV	ISSUED FOR PERMITS
18	08/11/11	AV	ISSUED FOR PERMITS
19	08/11/11	AV	ISSUED FOR PERMITS
20	08/11/11	AV	ISSUED FOR PERMITS
21	08/11/11	AV	ISSUED FOR PERMITS
22	08/11/11	AV	ISSUED FOR PERMITS
23	08/11/11	AV	ISSUED FOR PERMITS
24	08/11/11	AV	ISSUED FOR PERMITS
25	08/11/11	AV	ISSUED FOR PERMITS
26	08/11/11	AV	ISSUED FOR PERMITS
27	08/11/11	AV	ISSUED FOR PERMITS
28	08/11/11	AV	ISSUED FOR PERMITS
29	08/11/11	AV	ISSUED FOR PERMITS
30	08/11/11	AV	ISSUED FOR PERMITS
31	08/11/11	AV	ISSUED FOR PERMITS
32	08/11/11	AV	ISSUED FOR PERMITS
33	08/11/11	AV	ISSUED FOR PERMITS
34	08/11/11	AV	ISSUED FOR PERMITS
35	08/11/11	AV	ISSUED FOR PERMITS
36	08/11/11	AV	ISSUED FOR PERMITS
37	08/11/11	AV	ISSUED FOR PERMITS
38	08/11/11	AV	ISSUED FOR PERMITS
39	08/11/11	AV	ISSUED FOR PERMITS
40	08/11/11	AV	ISSUED FOR PERMITS
41	08/11/11	AV	ISSUED FOR PERMITS
42	08/11/11	AV	ISSUED FOR PERMITS
43	08/11/11	AV	ISSUED FOR PERMITS
44	08/11/11	AV	ISSUED FOR PERMITS
45	08/11/11	AV	ISSUED FOR PERMITS
46	08/11/11	AV	ISSUED FOR PERMITS
47	08/11/11	AV	ISSUED FOR PERMITS
48	08/11/11	AV	ISSUED FOR PERMITS
49	08/11/11	AV	ISSUED FOR PERMITS
50	08/11/11	AV	ISSUED FOR PERMITS
51	08/11/11	AV	ISSUED FOR PERMITS
52	08/11/11	AV	ISSUED FOR PERMITS
53	08/11/11	AV	ISSUED FOR PERMITS
54	08/11/11	AV	ISSUED FOR PERMITS
55	08/11/11	AV	ISSUED FOR PERMITS
56	08/11/11	AV	ISSUED FOR PERMITS
57	08/11/11	AV	ISSUED FOR PERMITS
58	08/11/11	AV	ISSUED FOR PERMITS
59	08/11/11	AV	ISSUED FOR PERMITS
60	08/11/11	AV	ISSUED FOR PERMITS
61	08/11/11	AV	ISSUED FOR PERMITS
62	08/11/11	AV	ISSUED FOR PERMITS
63	08/11/11	AV	ISSUED FOR PERMITS
64	08/11/11	AV	ISSUED FOR PERMITS
65	08/11/11	AV	ISSUED FOR PERMITS
66	08/11/11	AV	ISSUED FOR PERMITS
67	08/11/11	AV	ISSUED FOR PERMITS
68	08/11/11	AV	ISSUED FOR PERMITS
69	08/11/11	AV	ISSUED FOR PERMITS
70	08/11/11	AV	ISSUED FOR PERMITS
71	08/11/11	AV	ISSUED FOR PERMITS
72	08/11/11	AV	ISSUED FOR PERMITS
73	08/11/11	AV	ISSUED FOR PERMITS
74	08/11/11	AV	ISSUED FOR PERMITS
75	08/11/11	AV	ISSUED FOR PERMITS
76	08/11/11	AV	ISSUED FOR PERMITS
77	08/11/11	AV	ISSUED FOR PERMITS
78	08/11/11	AV	ISSUED FOR PERMITS
79	08/11/11	AV	ISSUED FOR PERMITS
80	08/11/11	AV	ISSUED FOR PERMITS
81	08/11/11	AV	ISSUED FOR PERMITS
82	08/11/11	AV	ISSUED FOR PERMITS
83	08/11/11	AV	ISSUED FOR PERMITS
84	08/11/11	AV	ISSUED FOR PERMITS
85	08/11/11	AV	ISSUED FOR PERMITS
86	08/11/11	AV	ISSUED FOR PERMITS
87	08/11/11	AV	ISSUED FOR PERMITS
88	08/11/11	AV	ISSUED FOR PERMITS
89	08/11/11	AV	ISSUED FOR PERMITS
90	08/11/11	AV	ISSUED FOR PERMITS
91	08/11/11	AV	ISSUED FOR PERMITS
92	08/11/11	AV	ISSUED FOR PERMITS
93	08/11/11	AV	ISSUED FOR PERMITS
94	08/11/11	AV	ISSUED FOR PERMITS
95	08/11/11	AV	ISSUED FOR PERMITS
96	08/11/11	AV	ISSUED FOR PERMITS
97	08/11/11	AV	ISSUED FOR PERMITS
98	08/11/11	AV	ISSUED FOR PERMITS
99	08/11/11	AV	ISSUED FOR PERMITS
100	08/11/11	AV	ISSUED FOR PERMITS

North North Elevation - East

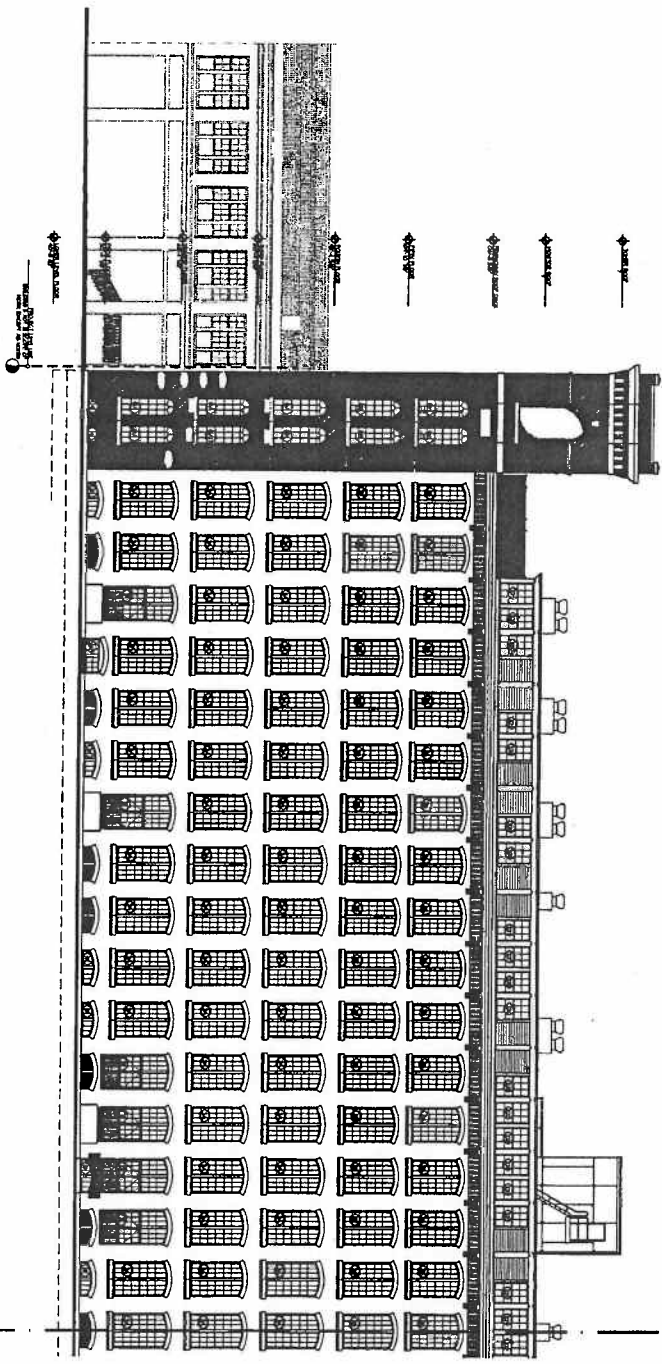
A301.1

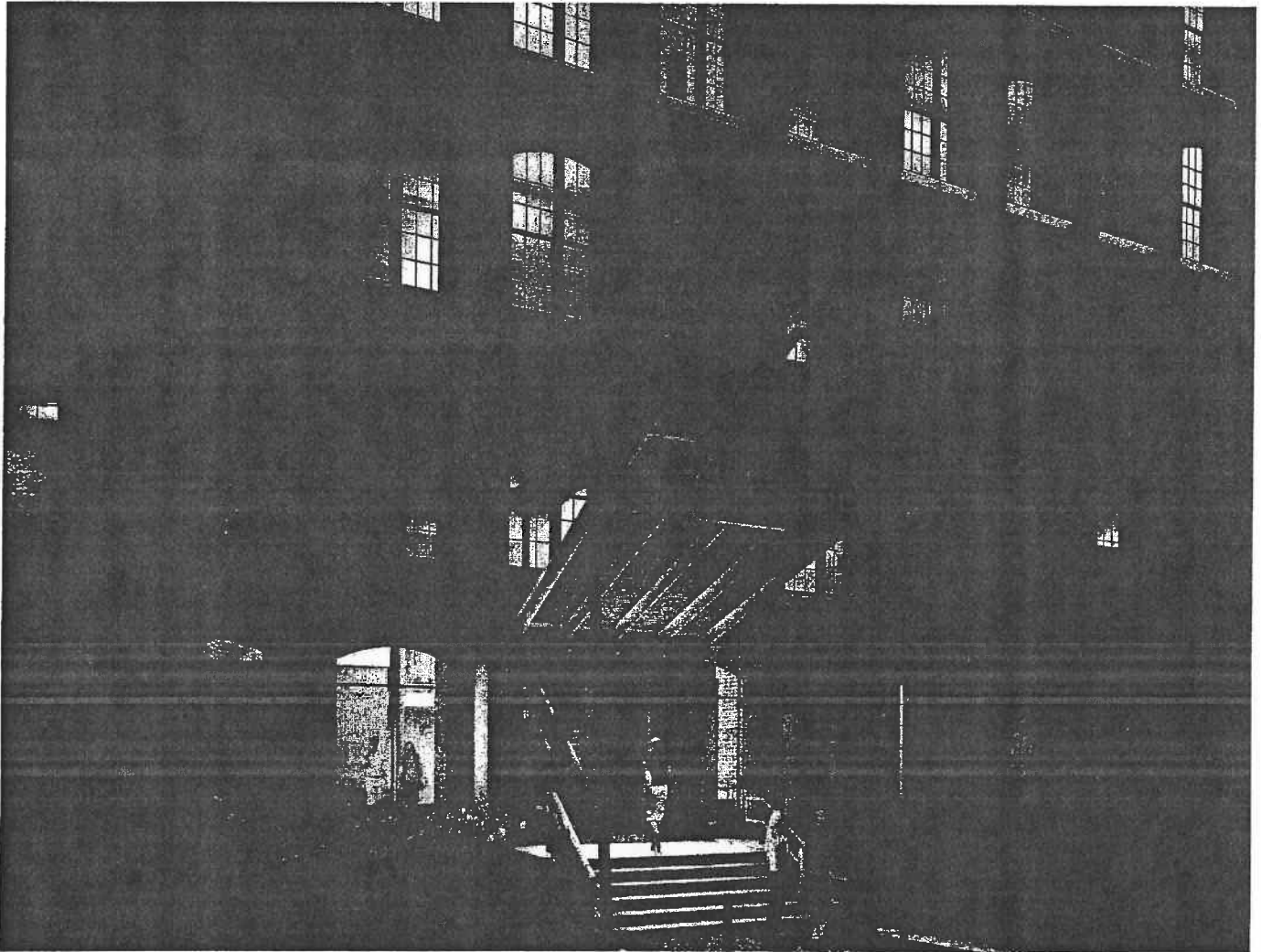
CONSTRUCTION DOCUMENTS

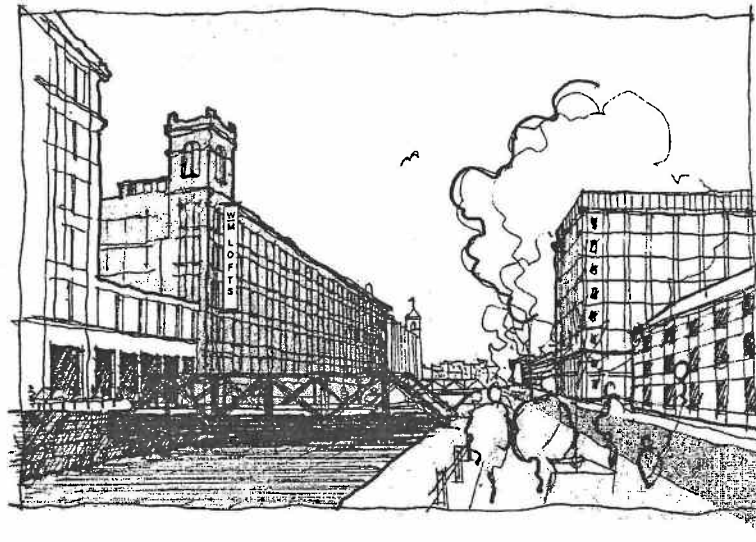
A301.1 - MATCHLINE
A301.2

MATCHLINE - A301.1
A301.2

1 Partial North Elevation - East







W
M
LOFTS
WASHINGTON MILL LOFTS
LAWRENCE, MASSACHUSETTS

PERSPECTIVE AT CANAL
LOOKING WEST

Architectural
Heritage
Foundation

DURKE BROWN
VIVEIRO & BRENFELS
ARCHITECTS