

## DEVELOPMENT OPPORTUNITY

# SALEM STATE UNIVERSITY SOUTH CAMPUS

## REQUEST FOR PROPOSALS



8, 11, 20-32 Harrison Road & 262 Loring Avenue, Salem, Massachusetts

Issued: February 23, 2022 – **Amended May 10, 2022**

Submission Deadline: May 24, 2022

Carol W. Gladstone, Commissioner Commonwealth of Massachusetts

**Division of Capital Asset Management & Maintenance**



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## EXHIBITS

- I. PROPOSAL COVER SHEET
- II. DISCLOSURE OF BENEFICIAL INTEREST FORM

## APPENDICES

- A. SUBMISSION CHECKLIST
- B. AUTHORIZING LEGISLATION: Chapter 145 of the Acts of 2020
- C. PLAN OF LAND, dated May 28, 2021
  - C1. ~~UTILITY INVESTIGATION PLAN OF LAND – dated May 6, 2022 SOUTH CAMPUS PRELIMINARY UTILITY PROGRESS PLAN, dated January 3, 2022~~
  - C2. ~~LEASE PARCEL PLAN OF LAND (HARRINGTON BUILDING) – dated May 6, 2022 AERIAL PLAN OF APPROXIMATE PROPOSED LEASE AREA~~
- D. HARRINGTON BUILDING LEASEHOLD TERM SHEET
- E. FORM OF PROVISIONAL DESIGNATION AGREEMENT
- F. FORM OF PURCHASE AND SALE AGREEMENT
- G. QUITCLAIM DEED, DATED 12/14/1972 RECORDED IN BOOK 5933, PAGE 575
- H. QUITCLAIM DEED, DATED 12/14/1972 RECORDED IN BOOK 5933, PAGE 573
- I. MEPA AGREEMENT FORM
- J. FORM OF NON-EXCLUSIVE LICENSE/ACCESS AGREEMENT
- K. “Imagine Salem – Community Visioning for 2026”
- L. Massachusetts Historical Commission: MEMORANDUM OF AGREEMENT, dated January 25, 2022
- M. Updated Massachusetts Historical Commission Form A (SAL.GJ), dated February 2022
- N. SSU SOUTH CAMPUS STUDY, dated April 2020, prepared by Sasaki Associates, Inc.

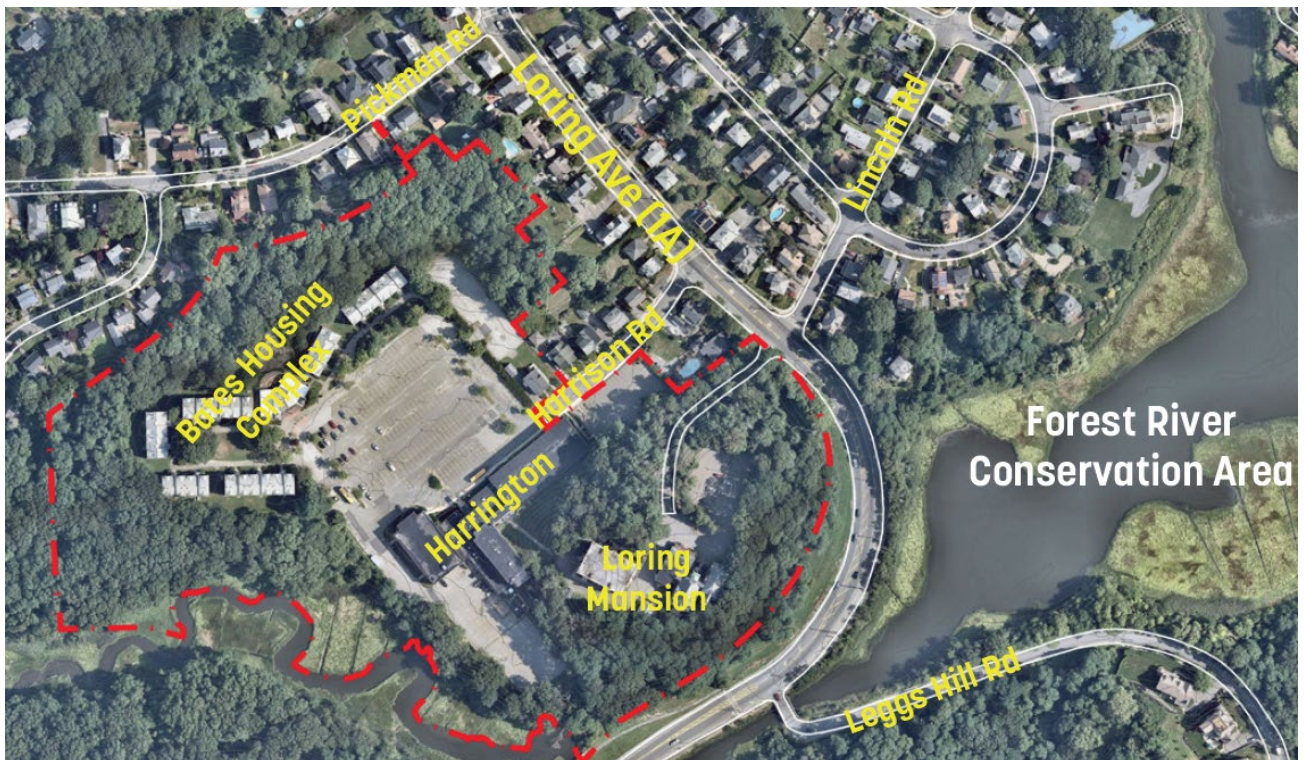


# SECTION 1 | OVERVIEW

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## 1-1 INVITATION TO BID

The Commonwealth, through its Division of Capital Asset Management & Maintenance (“DCAMM”) and in consultation with Salem State University (the “University”) is issuing this Request for Proposals (RFP) for the sale of state-owned land, buildings, and any other improvements located at 262 Loring Avenue and parcels numbered 8, 11 and 20-32 Harrison Road, Salem, Massachusetts (the Property). The Property is shown on a site plan referenced in “Property Overview” in Section 2-1. This RFP presents an opportunity for private investment and redevelopment in Salem, a culturally and economically vibrant city on the north shore of Massachusetts. The Property is a sizable portion of Salem State University, approximately 22.35± acres identified as the “South Campus” in the legislation authorizing this disposition - Chapter 145 of the Acts of 2020 (the “Act”). The sale of the Property will be undertaken in accordance with and subject to the Act. See Appendix B. For up to three (3) years the University will retain a leasehold interest in a portion of the Property as identified in Appendix C-2. A more accurate survey of this retained leasehold, along with metes and bounds description, shall be provided in an addendum to this RFP prior to the submission due date. The proposed terms of the University’s leasehold interest in the Harrington Property are set forth in the term sheet attached as Appendix D.





## **1-2 REDEVELOPMENT GOALS**

### **PRIOR PLANNING**

DCAMM, in collaboration with the University, engaged Sasaki Associates in a study dated April 2020 to create a vision guide for the future use and development of the Property. The study is included as Appendix N. The study spanned a three-month period and included a working group comprised of community stakeholders, a public online survey, and two community engagement events. The purpose of these sessions was twofold. First, to share information about the sale of South Campus and the considerations associated with potential future development scenarios and second, to gauge the priorities and vision that community members have for the site.

The resulting vision includes development typology concepts based on ecological constraints and the following site planning priorities:

- Public access to natural amenities
- Views to the conservation areas
- Place-making features
- Amenities (community space, café, etc.)
- Reuse of buildings associated with Loring Villa -Convent Saint Chretienne
- Sensitivity to scale
- Additional connection to Loring Avenue
- Maintain open space

### **SALEM STATE UNIVERSITY**

Salem State University, established in 1854, is a comprehensive, public institution of higher learning located approximately 15 miles north of Boston, Massachusetts. One of the largest state universities in the Commonwealth, the University enrolls about 7,000 undergraduate and graduate students. It offers 32 undergraduate programs and graduate programs that offer degrees in 24 fields. The University also has a continuing education division that offers both credit and non-credit programs. The University proudly participates in the National Study of Learning, Voting, and Engagement and has shown a student voting rate above the national average, earning it a Silver Seal from the ALL IN Campus Democracy Challenge. In 2020, the University received Carnegie Community Engagement Classification. The University is designated a Best for Vets College by Military Times.

As of the date of this RFP, most of the buildings located on the South Campus are vacant except for the Harrington Building located at 11 Harrison Road. See Section 2-1 Reservation of Leasehold Interest for further details on the University's plan for its temporary occupancy of the Harrington Building. The University may terminate the lease for use of the Harrington Building at any time upon notice to the

selected developer, but the lease will terminate by the later of (i) December 31, 2026, or (ii) two years after closing of the sale of the Property.

## **CITY OF SALEM**

The City of Salem continuously undertakes planning and outreach initiatives to guide development, public investment, and municipal programs and policies. Chief among these is *Imagine Salem*, an ongoing visioning process to identify a shared set of values and guiding principles for community development in the city as it approaches its 400<sup>th</sup> anniversary in 2026. The guiding principles of this effort focus on community, affordable housing, transportation, employment, and education. Developers are encouraged to consult the outcome of this effort as the redevelopment of the Property has the potential to address some of the growing needs in the City of Salem. For more details, see Appendix K.

Additional City resources relevant to development in the City of Salem generally include the Historic Preservation Plan, Public Art Master Plan, Bicycling Master Plan, Open Space & Recreation Plan, Beverly & Salem Resilient Together Climate Action & Resilience Plan, Salem for All Ages Action Plan, and Housing Needs Assessment. These documents are available online at <https://www.salem.com/planning-and-community-development/pages/studies-and-reports>.

## **HOUSING**

The City of Salem Planning Board adopted a policy that requires a minimum of 10 percent (10%) of residential units in new development be affordable to households earning less than 60 percent (60%) of the Area Median Income (AMI)..

Officials of the City of Salem have indicated that affordable housing is a priority and that this site is well suited to address that need. Proposers are encouraged to review Appendix N, the SSU South Campus Study, and Appendix K, Imagine Salem – Community Visioning for 2026.

## **MULTIMODAL TRANSPORTATION**

The City of Salem has a goal to be a “Car Choice” community where residents, employees, visitors, and students can meet their transportation needs without having to own a car. City initiatives to advance this goal include the continuing expansion to the regional multiuse path network through the community, operation of the Salem Skipper on-demand shuttle service, support for the Bluebikes bikeshare network in Salem, introduction of a municipally operated car share program, and an emphasis on multimodal design in roadway improvement projects. Through development review, land use boards work with developers to take advantage of these amenities and incorporate Transportation Demand Management strategies into projects.

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

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, equity, 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 and thoughtful program for achieving the diversity and inclusion goals and aspirations. Proposals must include a Diversity and Inclusion Plan detailing how they will meet these objectives.

## **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 form of PDA attached to this RFP as Appendix E and the form of PSA attached to this RFP as Appendix F. 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 suggested 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. All documents are subject to such other terms and conditions that may be required by the commissioner of DCAMM.

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 ~~one year~~ **90 days** of execution of the PSA, which may only be extended by written approval of DCAMM.

## **1-5 SCHEDULE**

- RFP release: February 23, 2022
- Site visits: March 14<sup>th</sup>, March 16<sup>th</sup>, March 18<sup>th</sup>, 2022
- Bidder’s Conference: April 27, 2022
- Final date to submit questions via DCAMM’s website: May 3, 2022
- All responses to questions posted via DCAMM’s website: May 10, 2022



- RFP responses due: May 24, 2022

**Proposals must be received by DCAMM at the address specified in this RFP no later than May 24, 2022, by 1PM**

## **1-6 SITE VISITS**

Site visits will be held on March 14<sup>th</sup>, 16<sup>th</sup>, 18<sup>th</sup> at 10AM. Due to existing site conditions, tours of interior spaces may be restricted to ensure the safety of site tour participants. Attendance is encouraged but not required to respond to this RFP. Please register at least 48 hours in advance at <https://www.mass.gov/service-details/salem-state-universitys-south-campus-redevelopment-opportunity>. Please note: some COVID-19 protocols may be required during the site visits.

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

This RFP is posted on the Commonwealth of Massachusetts website at:

<https://www.mass.gov/service-details/salem-state-universitys-south-campus-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 due 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. Proposers may not rely on any oral statements including, but not limited to, those made at the site visit and/or the bidder's conference. Only written amendments to the RFP by DCAMM may be relied upon. DCAMM will post all amendments to this RFP on the DCAMM project website.

## SECTION 2 | Property Description

### 2-1 PROPERTY OVERVIEW

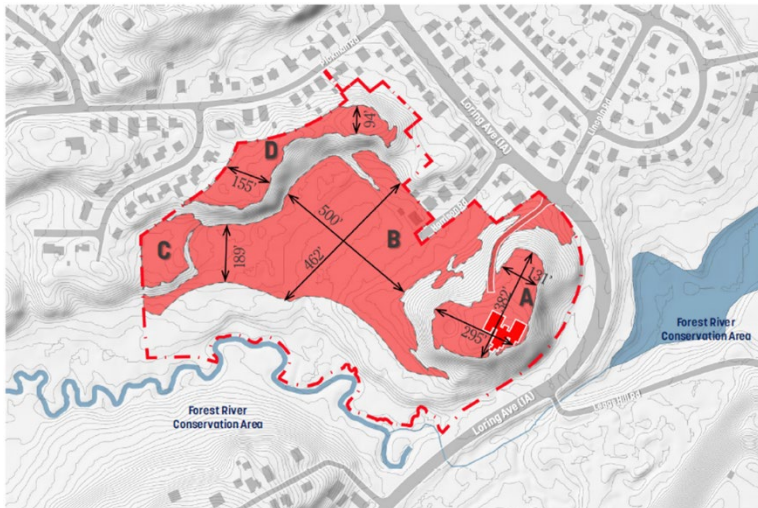


The Property is located in South Salem approximately 2.5 miles from downtown. Loring Avenue abuts the Property to the south and east and serves as the primary artery from which access is provided to the site, albeit indirectly (via Harrison Avenue) for Lower South Campus and directly for Upper South Campus. The area is served by the regional multi-use path network approximately 900 feet from the Property at the end of Lincoln Road. Further south and east, as well as to the west, the Forest River Conservation area serves as an ecological buffer as well as an amenity providing natural areas, streams, and walking paths. The areas north of the Property contain the North and Central Campuses of Salem State University, and residential neighborhoods consisting of a mix of single-family and multifamily homes. The Property to be transferred consists of:

- (i) 22.35± acres, described as: (A) the Lower South Campus, located at 11 Harrison Road and 20 to 32 Harrison Road; and (B) the Upper South Campus, located at 262 Loring Avenue, both of which are further described in a deed to the Commonwealth dated December 14, 1972, and recorded in the Southern Essex district registry of deeds in book 5933, page 575, included as Appendix G.
- (ii) 0.3± acres located at 8 Harrison Road and further described in a deed dated December 14, 1972, and recorded in the Southern Essex district registry of deeds in book 5933, page 573, included as Appendix H.

## DEVELOPMENT SCENARIO STUDY

An analysis was prepared for DCAMM by Sasaki Associates, “SSU South Campus Study”, dated April 2020. Taking into consideration the ecological constraints – waterways, wetlands, and buffers – as well as the steep slopes greater than 20%, it suggested a likely developable area of 11.3 acres, roughly 52.5% of the total site. For the purpose of this study, areas labeled C and D were excluded from the developable area calculations due to the topography of the site. The concepts that follow in this study only consider the areas labeled A and B for development which includes 9.1 acres or 42.3% of the site. See Appendix N. This information is only being provided as a resource. It will be the responsibility and judgement of the Development Team to determine the developable area within the 22.35± acres disposition area.



### Approximate Site Areas:

A: 87,000SF

B: 310,000SF



## RESERVATION OF LEASEHOLD INTEREST



The Commonwealth, on behalf of the University, will reserve a leasehold interest in the Harrington Building at 11 Harrison Road and the land appurtenant thereto as shown on Appendix C2. The terms of such lease-back shall be consistent with the Harrington Building Leasehold Term Sheet, set forth on Appendix D. The University will access the Harrington Building via Harrison Road which is a public way.

## RELATIONSHIP TO MSCBA-OWNED BUILDINGS



The Massachusetts State College Building Authority ("MSCBA") owns the Bates Student Housing Complex buildings, within the area dashed in yellow in the image above, under a ground lease agreement with the Commonwealth. MSCBA plans to terminate the ground lease in May 2022, turning over full control to the Commonwealth through DCAMM. The Property will be transferred to the selected developer after termination of MSCBA's interest. The Bates Student Housing Complex buildings are not subject to historic preservation considerations.



## 2-2 PRESERVATION CONSIDERATIONS



Four of the buildings located on the Property, the former Loring Villa, the former Saint Chretienne Convent Chapel, the former Convent Saint Chretienne, and the former Saint Chretienne Academy Parochial School, are included in the Massachusetts Historical Commission's ("MHC") Inventory of Historic and Archaeological Assets of the Commonwealth and meet the criteria of eligibility for listing in the National Register of Historic Places ("Inventory Buildings"). MHC and local interested parties will have an opportunity during the selection process to review and comment on relevant portions of development proposals. See the Memorandum of Agreement between MHC and DCAMM attached as Appendix L.

Proposals that include preservation of character-defining features of the Inventory Buildings are preferred. Prospective developers are advised that the City of Salem has adopted a demolition delay ordinance which establishes a delay period of 18 months for historically significant buildings older than 100 years and 12 months for historically significant buildings older than 50 years.

It is preferred that any redevelopment and new construction proposal be considerate of the size, scale, massing, material, and character of the Property, the surrounding historic

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buildings as well as the overall neighborhood. The Commonwealth encourages as much preservation as is physically, economically, and financially feasible. Prospective developers are encouraged to explore the extent to which the Property qualifies for adaptive reuse as well as the availability of State and Federal Historic Rehabilitation Tax Credits. Information on State and Federal Historic Tax programs may be found at <https://www.sec.state.ma.us/mhc/> and <https://www.nps.gov/index.htm>

Please refer to Appendix M: Massachusetts Historical Commission Form A for detailed information regarding the historic buildings.

### **PRESERVATION OF AND ACCESS TO THE FOREST RIVER CONSERVATION AREA**



The Forest River Conservation Area (the “Conservation Area”), approximately 100± acres, is comprised of conservation land owned by the City of Salem through its Conservation Commission. The Conservation Area abuts the Property to the west and south, serving as an important natural amenity for the community. It contains several recreational trails used by members of the surrounding community and beyond. The Property subject to this RFP includes a portion of undeveloped land

surrounded by the Conservation Area and the existing buildings and parking lot.

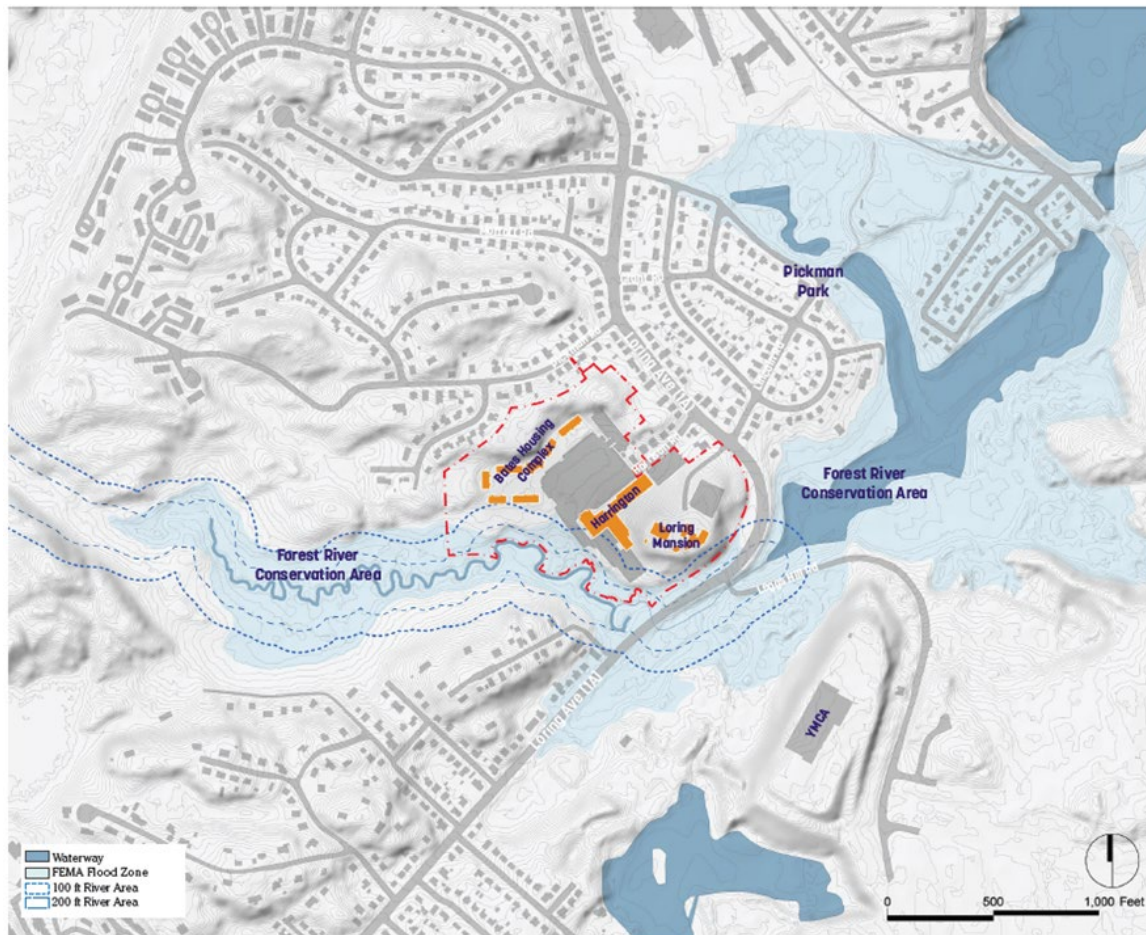


A detailed plan for maintaining and improving public access to the Forest River Conservation 14

Area is essential to proposed development plans. A detailed plan for public access to the Conservation Area will be evaluated based on the following:

- Directness of access
- Accessibility for people of all ages and abilities
- Overall property design that communicates that the public is welcome to the Conservation Area and welcome to traverse private property to access it

## **WETLANDS PROTECTION & SUSTAINABILITY**



The City has drafted an amended Wetlands Protection Ordinance and new Conservation Commission Regulations that are anticipated to be adopted by City Council and the Commission, respectively, in early 2022. Drafts and additional details are available at <https://publicinput.com/salemwetlands>.

## **2-3 BUILDING INFORMATION**

The Property is situated on 22.35± acres of land improved with buildings. The buildings, excluding the Harrington Building located in the Lower South Campus, are vacant. Information regarding each building is included in the following pages. Please refer to Appendix M: Massachusetts Historical Commission Form A for detailed information regarding the historic buildings.



## UPPER SOUTH CAMPUS



**Preschool Building** - 262C Loring Avenue Salem, MA 01970

**Status:** Vacant

**Description:** PID: Constructed ca. 1920, a 1,300 square foot residential style daycare facility consisting of playrooms, an office, storage areas, restroom, and an exterior fenced in play yard



**Alumni House** - 262A Loring Avenue, Salem, MA 01970

**Status:** Vacant

**Description:** Former Loring Villa; two-story building ca. 1870, combined 8,677 square feet with the former Administration Building. It is the opinion of the MHC staff that this building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing element to a potential historic district, Loring Villa-Convent Saint Chretienne.



**Administration Building** - 262B Loring Avenue, Salem, MA 01970

**Status:** Vacant

**Description:** Former Convent St. Chretienne and Chapel ca. 1916 -1918, combined 8,877 square feet with the adjoining Alumni House. It is the opinion of the MHC staff that these building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing element to a potential historic district, Loring Villa-Convent Saint Chretienne.



**Academic Building** - 262 Loring Avenue, Salem MA 01970

**Status:** Vacant

**Description:** Former St. Chretienne School; ca. 1935, the Academic Building is four (4) stories and with 24,300 gross square feet. It is the opinion of the MHC staff that this building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing element to a potential historic district, Loring Villa-Convent Saint Chretienne.



## LOWER SOUTH CAMPUS



**The Harrington Building** - 11 Harrison Road, Salem, MA 01970

**Status:** In-use temporarily by the University

**Description:** Multipurpose facility, ca. 1963, consisting three-story and 63,900 gross square feet with three distinct sections. The main building is three stories and has a dining hall with a full kitchen on the ground level and classrooms, offices, nursing laboratories on the upper floors. The northeastern wing is two-stories and used primarily for classrooms. The third section is a high bay gymnasium. It is the opinion of the MHC staff that this building meets the criteria of eligibility for listing in the National Register of Historic Places as a contributing element to a potential historic district, Loring Villa-Convent Saint Chretienne.



**Bates Student Housing Complex** -22-32 Harrison Road, Salem, MA 01970

**Status:** Vacant/Temporary Covid-19 Quarantine Use

**Description:** Six (6) student residential townhouses with 6-8 units in each townhouse, plus a central student lounge and on-site laundry facility. The complex totals 80,400 gross square feet. Each townhouse has a similar layout with multiple bedrooms, common bathroom, kitchen, and living room.



**The Center for International Education**- 8 Harrison Road, Salem, MA 01970

**Status:** Vacant

**Description:** Constructed in 1947 wood, light frame, 3,377 square feet of administrative offices, single car garage (330 square feet)

## 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 permit Designated Developer to conduct additional Due Diligence. The deed will require the Designated Developer (and guarantor, if applicable) to indemnify and hold the Commonwealth and

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DCAMM harmless from and against all loss, costs, and damages due to the condition of the Property including, but not limited to, the environmental condition of the Property.

## 2-6 ZONING

The Property is located within a Residential One Family (R1) zoning district which only allows for single family dwellings and some agricultural uses “as-of-right”. The Sasaki Report, Appendix N, explores regulatory considerations for potential changes to zoning, including a 40R district. The Designated Developer will be responsible for confirming and complying with applicable zoning requirements. Comprehensive zoning for the City of Salem in its entirety is available online at:

[https://library.municode.com/ma/salem/codes/zoning\\_ordinance](https://library.municode.com/ma/salem/codes/zoning_ordinance)

## 2-7 EASEMENTS AND RESTRICTIONS

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

# SECTION 3 | SUBMISSION REQUIREMENTS

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## 3-1 PROPOSAL CONTENTS

All proposals must include the following materials and information:

- Deposit Check
- Letter of Transmittal
- Proposal Cover Sheet
- Developer Information
- Development Plan
- Diversity and Inclusion Plan
- Financial Information (Including a pro-forma)

All proposals must be unconditional, meaning the Commonwealth or DCAMM will not be responsible for any repairs, improvements or financial contributions by the Commonwealth 18

or any request for adjustment of the purchase price, for any reason whatsoever. 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.
- Comply with the requirements in the Memorandum of Agreement with the Massachusetts Historical Commission relative to the historic Loring Villa - Convent Saint Chretienne buildings. See Appendix L.
- Provide a plan for public access to the Forest River Conservation Area.
- Provide a comprehensive plan that includes proposed future uses that complement the neighboring area, respecting the neighborhood character while minimalizing impacts on abutting properties.

It will be the responsibility of the successful proposer to acquire at its expense all necessary waivers, approvals, and permits from regulatory agencies at the city, state, and federal levels of government to the extent applicable to the successful proposers' use of the Property.

### **3-2 DEPOSIT CHECK**

All proposals must be accompanied by a bid deposit of \$50,000 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 \$50,000 deposit paid by the Designated Developer shall be non-refundable 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 Exhibit I.

### **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 the particular phase 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 active within the last five (5) years that relate to the failure of the proposer's (or its principal's or its affiliate's) business to comply with any contract or other agreement or with any laws and other governmental requirements.



### 3-6 DEVELOPMENT PLAN

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; and the relationship of the project to the surrounding buildings and neighborhood.
- C. A plan for maintaining and improving public access to the Forest River Conservation Area.
- D. A comprehensive housing plan that includes the total number of units matrixed to show all combinations of the following:
  - i. Total number of income-restricted units by target AMI
  - ii. Total number of age-restricted units (and nature of restriction – e.g., independent living for 55+, Continuing Care Retirement Community, assisted living)
- E. Compliance with the conditions set forth in the Memorandum of Agreement with DCAMM, the Massachusetts Historical Commission, the Salem Historic Commission, and Historic Salem, Inc., included in this RFP as Appendix L. A written description of proposed preservation efforts at each of the historic buildings, if any. Such descriptions should include how proposed project would meet the Secretary of the Interior's Standards for Rehabilitation.
- F. 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.
- G. Schedule that includes proposed timetables for design, permitting, financing, marketing, completion of construction, phasing, and anticipated occupancy.
- H. Demonstration of financial feasibility of the proposal, including anticipated source and use of funds as well as an operating pro forma.
- I. A plan for the ongoing management of the redeveloped property, where applicable, including proposed operators and their experience.
- J. Inclusion and Diversity Plan as detailed in Section 1-3 of this RFP.

### 3-7 FINANCIAL INFORMATION

**It is *required* that fifteen (15) copies of the proposed purchase price and all other financial information be included in separate and appropriately labelled envelope, 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 (Exhibit II).
- 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, recording 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, **fifteen (15) 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 May 24, 2022, no later than 1PM** ("Submission Deadline") by DCAMM at the following address:

**Division of Capital Asset Management and Maintenance  
Office of Real Estate Management  
One Ashburton Place – 14th Floor  
Boston MA 02108  
Attn: Thatiana Gibson, Senior Project Manager**

Envelopes must be marked: "Proposal for Development South Campus at Salem State University. Do not open until May 24, 2022, at 1PM"

### 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 1PM 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 Thatiana J. Gibson, 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 – Redevelopment of South Campus at SSU, Salem**  
**Division of Capital Asset Management**  
**Office of Real Estate Management**  
**One Ashburton Place, 14th Floor**  
**Boston, Massachusetts, 02108**  
**Attn: Thatiana J. Gibson, Senior Project Manager**  
**DO NOT OPEN UNTIL AFTER: MAY 24, 2022, at 1PM**

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.

## **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 of Beneficial Interest Form (Exhibit II).
- B. A signed MEPA Form (Appendix I).
- C. Any other documents as reasonably 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:

- Overall benefits to the Commonwealth, including financial benefits.
- 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 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 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.
- Extent of preservation proposed, if any, of historic buildings consistent with recommended approaches in the Secretary of the Interiors' Standards for Rehabilitation of Historic Properties.
- Impacts upon, and benefits to, the surrounding community.
- Consistency of the proposal with "*Imagine Salem-Community Visioning for 2026*" (Appendix K) and SSU South Campus Study (Appendix N).
- 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 his/her 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 sole and absolute 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 nonrefundable.

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

Following the completion of the 90-day Due Diligence Period, the Designated Developer(s) and DCAMM will enter into a binding Purchase and Sale Agreement ("PSA"), which will establish the prerequisites to the closing. It is anticipated that closing will take place within one year of execution of the PSA, which may be extended by approval of DCAMM. Failure of the Designated Developer(s) to timely execute the PSA and otherwise comply with the terms of this RFP shall entitle DCAMM to withdraw the designation from the Designated Developer(s) and to retain all deposits as liquidated damages. Only a fully executed PSA will constitute a binding agreement for the sale of the Disposition Property, subject to the terms and conditions of the PSA.

## **SECTION 5 | GENERAL PROVISIONS**

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- 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.



# **APPENDIX A**

## **SUBMISSION CHECKLIST**

## **APPENDIX A: SUBMISSION CHECKLIST**

All proposals must include the following materials and information:

- ☐ Deposit Check
- ☐ Letter of Transmittal
- ☐ Proposal Cover Sheet
- ☐ Developer Information
- ☐ Development Plan
- ☐ Diversity and Inclusion Plan
- ☐ Financial Information in a separate package (including a pro-forma)

**APPENDIX B**  
**AUTHORIZING LEGISLATION:**  
**CHAPTER 145 OF THE ACTS OF 2020**



## Acts (2020)

### Chapter 145

#### AN ACT AUTHORIZING THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO CONVEY CERTAIN PARCELS OF LAND IN THE CITY OF SALEM.

*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. (a) 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, in consultation with the president of Salem State University, may: (i) sell; (ii) lease for terms of not more than 99 years, including all renewals and extensions thereof; or (iii) otherwise grant, convey or transfer an interest in the following properties on such terms and conditions that the commissioner of capital asset management and maintenance may require:

(i) the property in the city of Salem known as the south campus, consisting of 22.35 acres, more or less, and more particularly described as: (A) the lower south campus, located at 11 Harrison road and 20 to 32 Harrison road; and (B) the upper south campus, located at 262 Loring avenue, both of which are further described in a deed to the commonwealth dated December 14, 1972 and recorded in the

Southern Essex district registry of deeds in book 5933, page 575; provided, however, that the exact location and boundaries of the south campus, or any portion thereof, to be conveyed shall be determined by the commissioner of capital asset management and maintenance, in consultation with the president of Salem State University, after completion of a survey; and

(ii) the property in the city of Salem located at 8 Harrison road, consisting of 0.3 acres, more or less, and more particularly described in a deed to the commonwealth dated December 14, 1972 and recorded in the Southern Essex district registry of deeds in book 5933, page 573; provided, however, that the exact location and boundaries of the property, or any portion thereof, to be conveyed shall be determined by the commissioner of capital asset management and maintenance, in consultation with the president of Salem State University, after completion of a survey.

(b) The commissioner of capital asset management and maintenance shall use appropriate competitive bidding processes and procedures when making any disposition pursuant to this section. Not less than 30 days before the date on which bids, proposals or other offers to purchase or lease the property, or any portion thereof, are due, the commissioner of capital asset management and maintenance 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, the time, place and manner for the submission of bids or proposals and the opening of the bids or proposals and other information that the commissioner of capital asset management and maintenance may consider relevant. The commissioner shall also

place notification in the central register of the individual or firm selected as party to any transaction involving the property and the amount of the transaction.

(c) The purchase and sale agreement, the lease or any other document relating to the sale, lease, transfer or other disposition of the property, or any portion thereof, shall provide that the commonwealth including, but not limited to, Salem State University and the division of capital asset management and maintenance, shall have no liability to any purchaser, lessee or transferee or any successors thereof for any claims arising out of or in any way related to the conditions, known or unknown, of the property or otherwise in connection with any such sale, lease, transfer or other disposition thereof.

(d) Upon the sale of all of the property, or any portion thereof, pursuant to this act, the commissioner of capital asset management and maintenance, in consultation with the president of Salem State University, may retain or grant rights of way or easements for access, egress, utilities and drainage across any other portions of the south campus, as described in clause (i) of subsection (a), and the commonwealth may accept from the purchaser such rights of way or easements in roadways or across any portions of the south campus to be conveyed or transferred for access, egress, drainage and utilities as the commissioner of capital asset management and maintenance considers necessary to carry out this section.

(e) The purchaser, lessee or transferee of the property, or any portion thereof, pursuant to this act shall be responsible for all costs and expenses related to the purchase, lease or transfer of the property



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.

(f) No agreement for the sale, lease, transfer or other disposition of the property, or any portion thereof, pursuant to this act and no deed, lease or other document executed by or on behalf of the commonwealth shall be valid unless the agreement or deed contains the following certification, signed by the commissioner of capital asset management and maintenance: “I, the undersigned commissioner of capital asset management and maintenance, hereby certify under penalties of perjury that I have fully complied with the relevant provisions of all general and special laws in connection with the property described in this document”.

(g) The cash proceeds of the sale, lease, transfer or other disposition of the property, or any portion thereof, shall be deposited into an expendable trust established pursuant to section 6 of chapter 6A of the General Laws solely for the use of Salem State University. Money in the trust may be expended for: (i) any transaction-related expenses and expenses incurred by the division of capital asset management and maintenance including, but not limited to, costs associated with the disposition of the property from which the funds originated, including appraisals, surveys, deed preparation, site preparation, plans, recording fees, smart growth review and feasibility and other marketing studies and any other expenses relating to the disposition of the property to the extent not paid for by the grantee pursuant to subsection (e); and (ii) capital projects and improvements to facilities on the campus of Salem State University, as determined by

the commissioner of capital asset management and maintenance and the president of Salem State University and approved by the secretary of administration and finance.

*Approved, August 6, 2020.*

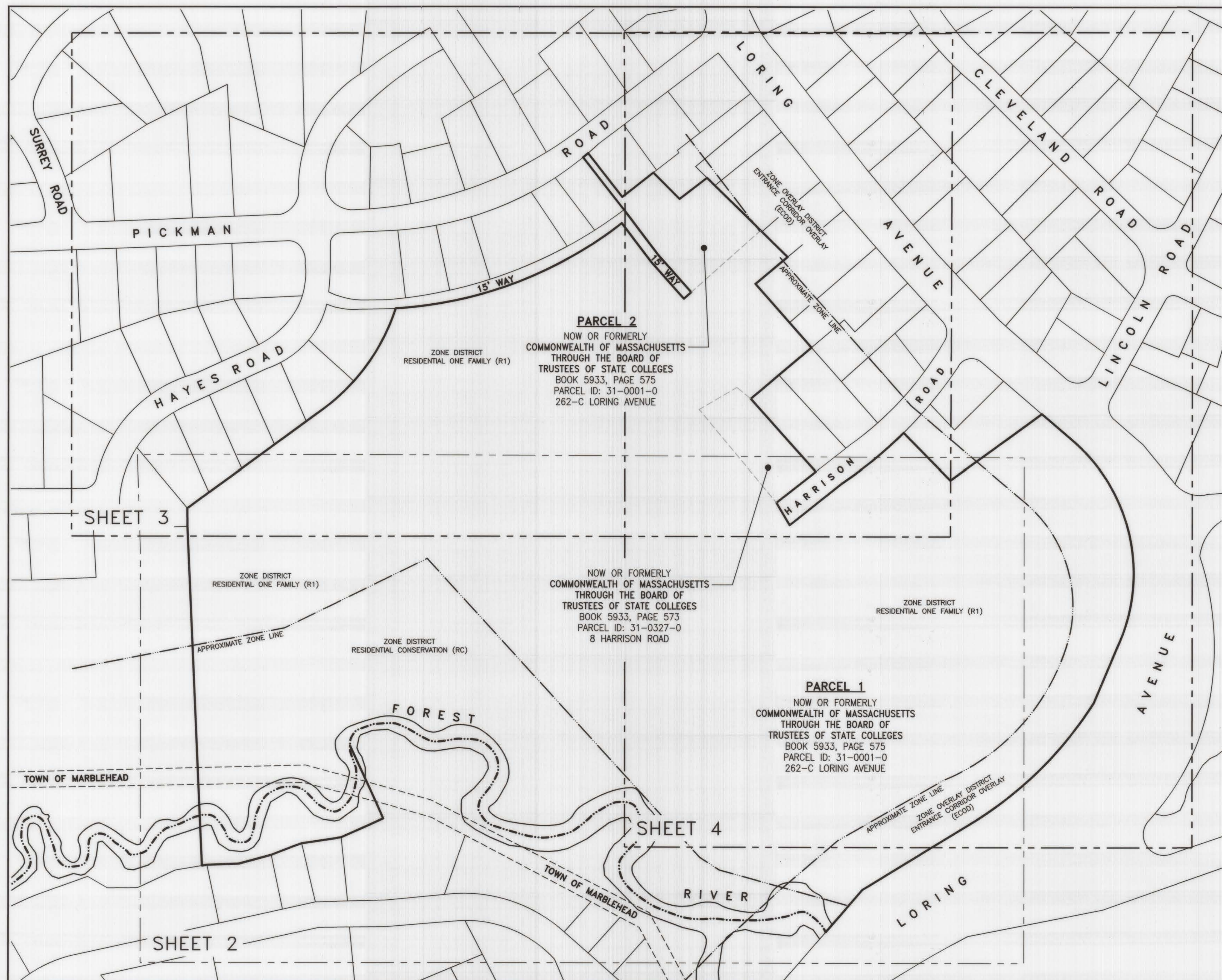
**APPENDIX C**  
**SOUTH CAMPUS PLAN OF LAND**



DATE:.....

NO DETERMINATION AS TO COMPLIANCE  
WITH ZONING REQUIREMENTS HAS BEEN  
MADE OR INTENDED.

SBDH	■	STONE BOUND DRILL HOLE
SBND	■	STONE BOUND NO DRILL HOLE
CBDH	■	CONCRETE BOUND DRILL HOLE
CBND	■	CONCRETE BOUND NO DRILL HOLE
IR	●	IRON ROD
EP/LP		ESCUTCHEON PIN IN LEAD PLUG
CTR		ASSUMED CENTER
CTRBK		CENTER BACK
(F)		FOUND
(S)		SET
(C)		CALCULATED
(R)		RECORD OR DEED
CB		CHORD BEARING
CD		CHORD DISTANCE
SQ. FT.		SQUARE FEET
SHLO		STATE HIGHWAY LAYOUT
CLF		CHAIN LINK FENCE
W/FN		WOOD FENCE
W/F		WOOD FRAME



1. FIELD SURVEY PERFORMED ON OR BETWEEN: MAY 3 & MAY 21, 2021.
2. RECORD OWNERS ARE COMMONWEALTH OF MASSACHUSETTS THROUGH THE BOARD OF TRUSTEES OF STATE COLLEGES. SEE DEED BOOK 5933, PAGE 573 AND DEED BOOK 5933, PAGE 375. SEE RECORD PLANS: BOOK 16, PLAN 18; PLAN BOOK 70, PLAN 78; PLAN BOOK 104, PLAN 38 & PLAN 623-1972
3. SEE SALEM ASSESSORS PARCEL ID:  
#8 HARRISON ROAD 31-0327-0  
#262-C LORING AVENUE 31-0001-0
4. PARCEL FALLS WITHIN ZONING DISTRICT(S) RESIDENTIAL ON FAMILY (R1) AND RESIDENTIAL CONSERVATION (RC) & ENTRANCE CORRIDOR OVERLAY (ECOD).
5. THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS AND ARE NOT CERTIFICATION TO TITLE OR OWNERSHIP OF THE PROPERTY DEPICTED HEREON. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT ASSESSORS RECORDS.
6. SEE ESSEX SOUTH REGISTRY OF DEEDS FOR RECORD DOCUMENTS.
7. THIS PROPERTY CONTAINS NATURAL WATER BOUNDARIES WHICH ARE SUBJECT TO CHANGE DUE TO NATURAL AND ARTIFICIAL CAUSES AND MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE.
8. LEGAL STATUS OF EASEMENTS, WAYS, AND RESTRICTIONS NOT DETERMINED BY THIS SURVEY.

1. ESSEX SOUTH DISTRICT REGISTRY OF DEEDS

PLAN BOOK 16,	PLAN 18
PLAN BOOK 36,	PLAN 17
PLAN BOOK 70,	PLAN 78
PLAN BOOK 72,	PLAN 98
PLAN 120-1890	
PLAN BOOK 104,	PLAN 38
PLAN BOOK 149,	PLAN 39
PLAN BOOK 209,	PLAN 82
PLAN 209-1959	
PLAN BOOK 228,	PLAN 97
PLAN 372-1952	
PLAN 545-1948	
PLAN 623-1972	
PLAN 679-1948	
PLAN 921-1946	
PLAN 2571-458	
PLAN 2578-500	

2. MassDOT HIGHWAY LAYOUTS

SHLO #1233
SHLO #2852

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS, 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 OR FOR NEW WAYS ARE SHOWN.MASS. GENERAL LAWS, CHAPTER 41. SECTION 81X.

*A. L. Hays*  
PROFESSIONAL LAND SURVEYOR

28-MAY-2021  
DATE:

RESEARCH:  
DEH

---

FIELD:  
DGT-W

---

SCALE:  
1" = 80'

---

© 2021  
DGT ASSOCIATE

SITE ADDRESS:  
262-C LORING AVENUE



PLAN OF LAND  
IN THE CITY OF SALEM  
ESSEX COUNTY  
OWNED BY THE COMMONWEALTH OF MASSACHUSETTS  
PREPARED FOR THE DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE  
ON BEHALF SALEM STATE UNIVERSITY  
SCALE: 1" = 80' DATE: 28-MAY-2021



I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS AS REVISED THROUGH JANUARY 12, 1988 AND THE STANDARDS AS SET OUT IN APPENDIX B OF THE MASSACHUSETTS DEED INDEXING STANDARDS VERSION 4.0 DATED JANUARY 1, 2008.

*A. J. H. H. H.*  
PROFESSIONAL LAND SURVEYOR

28-MAY-2021

DATE:

CALCULATIONS:	DEH
DRAFTING:	DEH
CHECK:	AJL
PROJ. MANAGER	A. JOHN LLOYD, P.E.

PREPARED BY:	
--------------	--



DATE:	28-MAY-2021
PROJECT NO.:	W-6207.00
CRD FILE:	W-6207_00 Srv-Wp
SHEET	1 OF 4



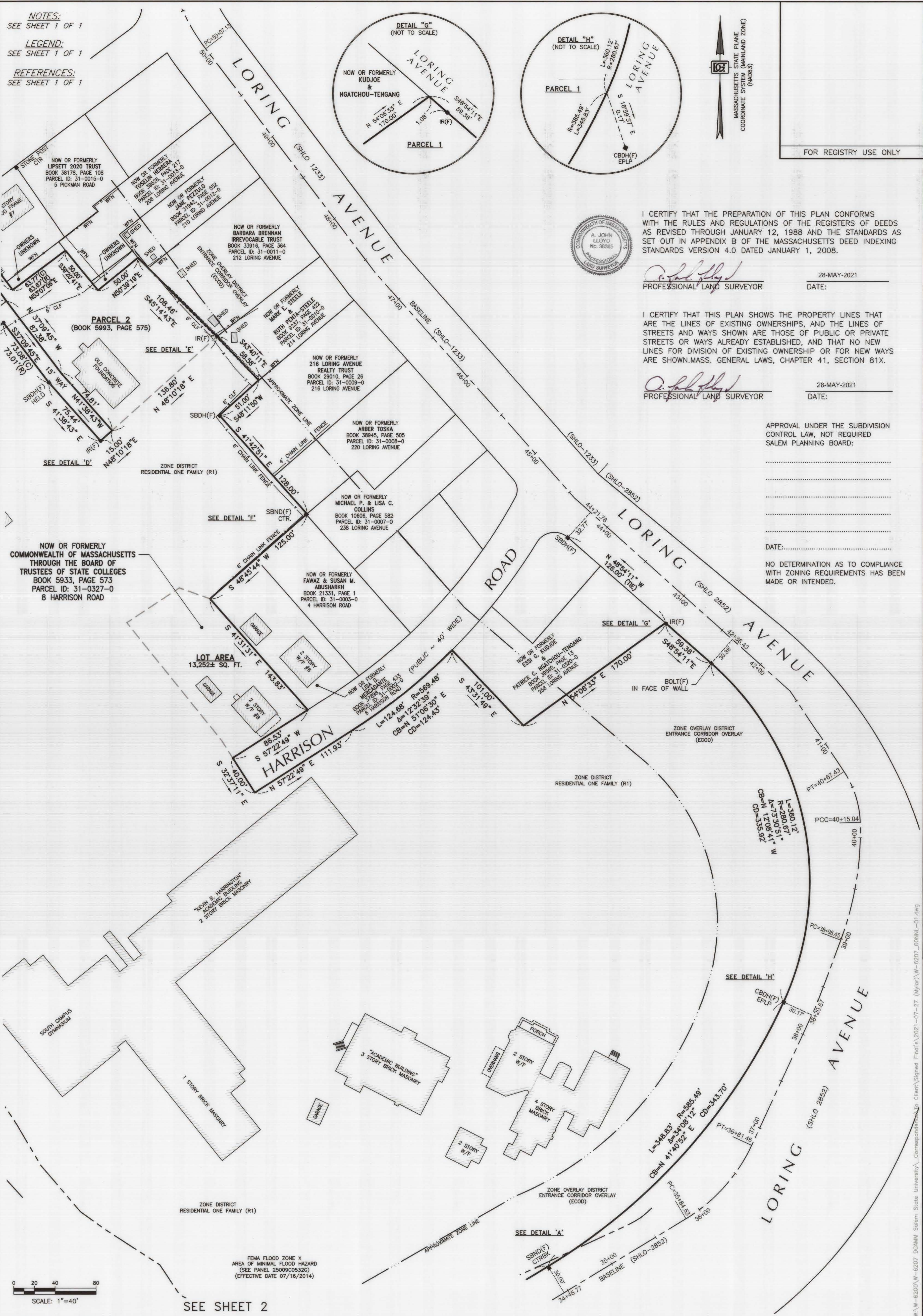




NOTES:  
SEE SHEET 1 OF 1

LEGEND:  
SEE SHEET 1 OF 1

REFERENCES:  
SEE SHEET 1 OF 1



I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS AS REVISED THROUGH JANUARY 12, 1988 AND THE STANDARDS AS SET OUT IN APPENDIX B OF THE MASSACHUSETTS DEED INDEXING STANDARDS VERSION 4.0 DATED JANUARY 1, 2008.

*A. John Lloyd*  
PROFESSIONAL LAND SURVEYOR

28-MAY-2021

DATE:

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS, 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 OR FOR NEW WAYS ARE SHOWN. MASS. GENERAL LAWS, CHAPTER 41, SECTION 81X.

*A. John Lloyd*  
PROFESSIONAL LAND SURVEYOR

28-MAY-2021

DATE:

APPROVAL UNDER THE SUBDIVISION CONTROL LAW, NOT REQUIRED SALEM PLANNING BOARD:

DATE:.....  
NO DETERMINATION AS TO COMPLIANCE WITH ZONING REQUIREMENTS HAS BEEN MADE OR INTENDED.

0 20 40 80  
SCALE: 1" = 40'

SEE SHEET 2

RESEARCH:  
DEH

FIELD:  
DGT-W

SCALE:  
1" = 40'

© 2021  
DGT ASSOCIATES

PLAN OF LAND  
IN THE CITY OF SALEM  
ESSEX COUNTY  
OWNED BY THE COMMONWEALTH OF MASSACHUSETTS  
PREPARED FOR THE DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE  
ON BEHALF SALEM STATE UNIVERSITY  
SCALE: 1" = 40' DATE: 28-MAY-2021

CALCULATIONS:  
DEH

DRAFTING:  
DEH

CHECK:  
AJL

PROJ. MANAGER  
A. JOHN LLOYD, PLS

PREPARED BY:



**DGT Associates**  
Surveying &  
Engineering

Worcester • Framingham • Boston  
255 Park Avenue, Worcester, MA 01609  
508-762-9470 www.DGTassociates.com

DATE:  
28-MAY-2021

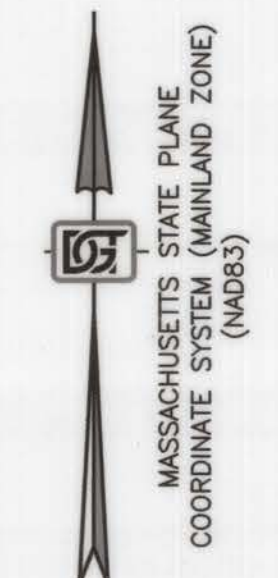
PROJECT NO.:  
W-6207.00

CRD FILE:  
W-6207\_00 Srv-Wp

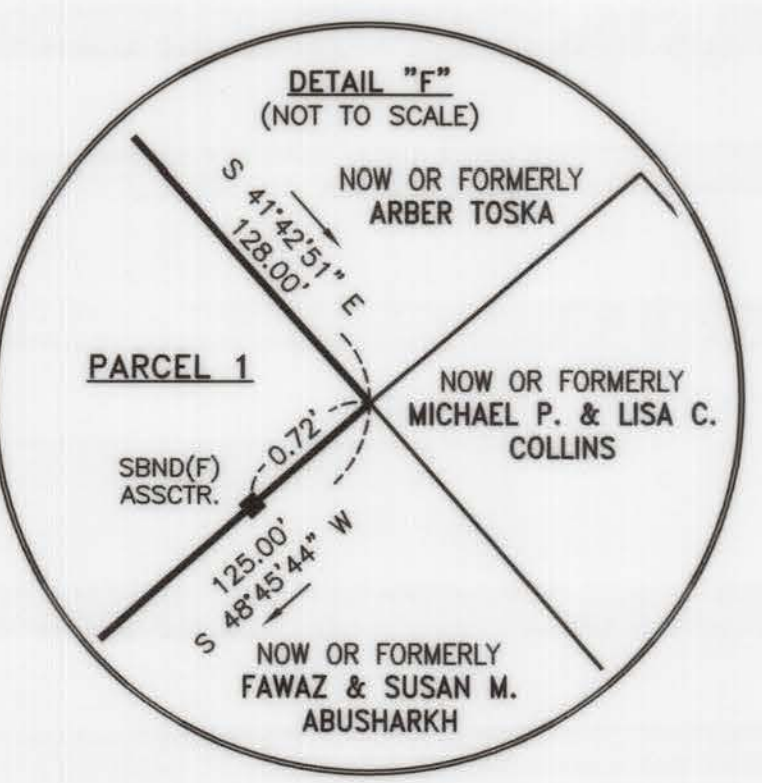
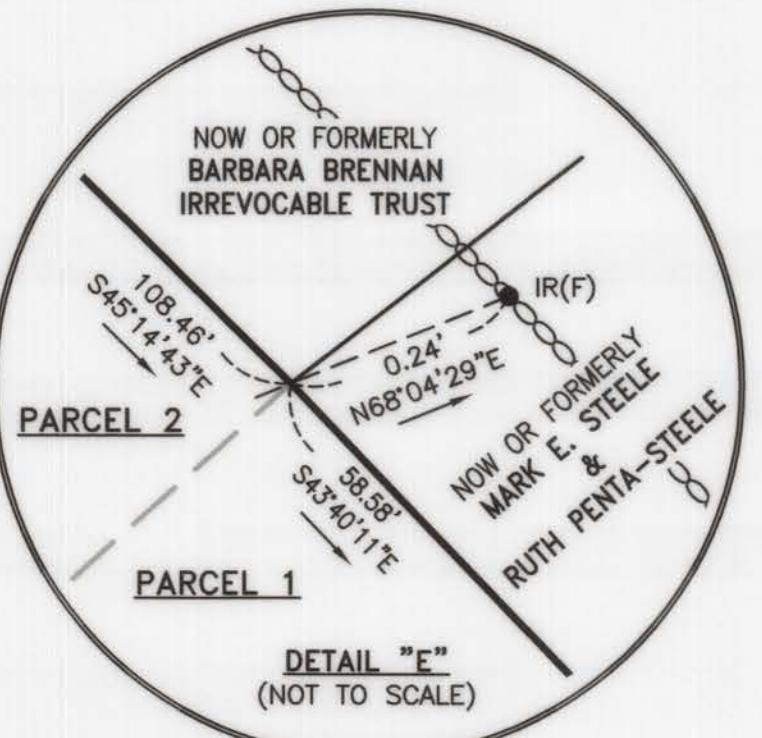
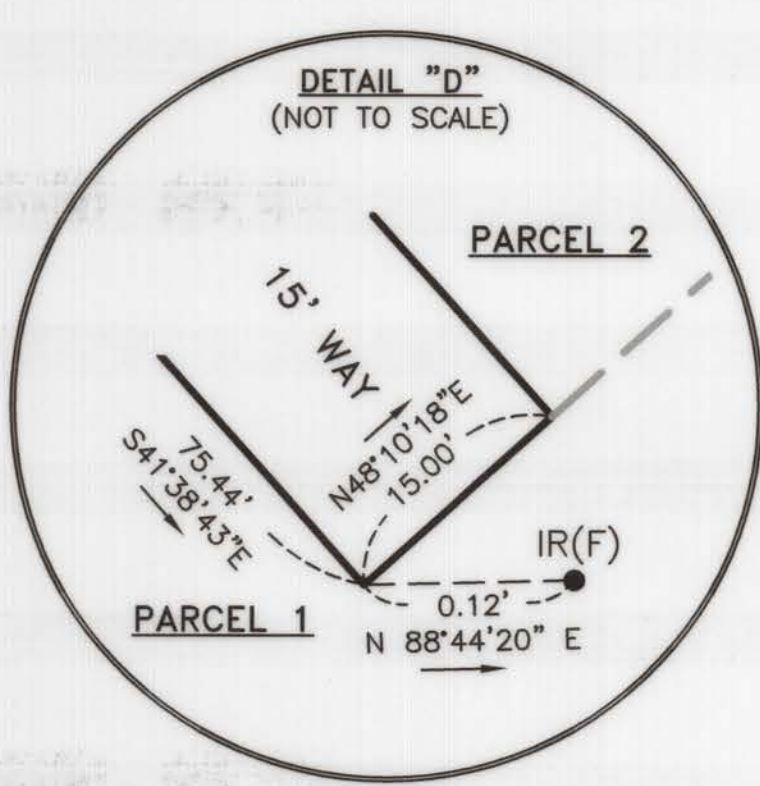
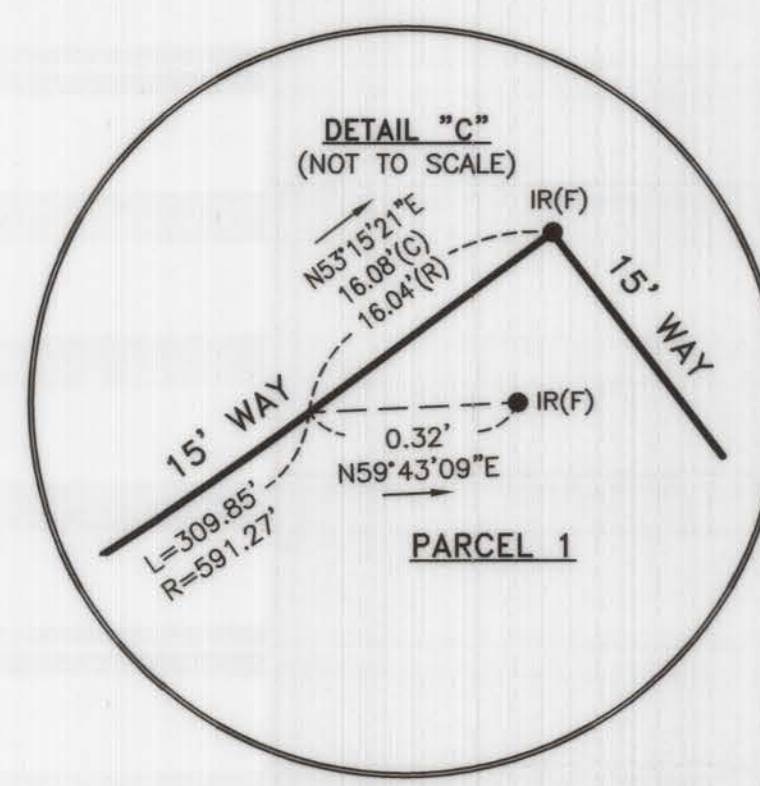
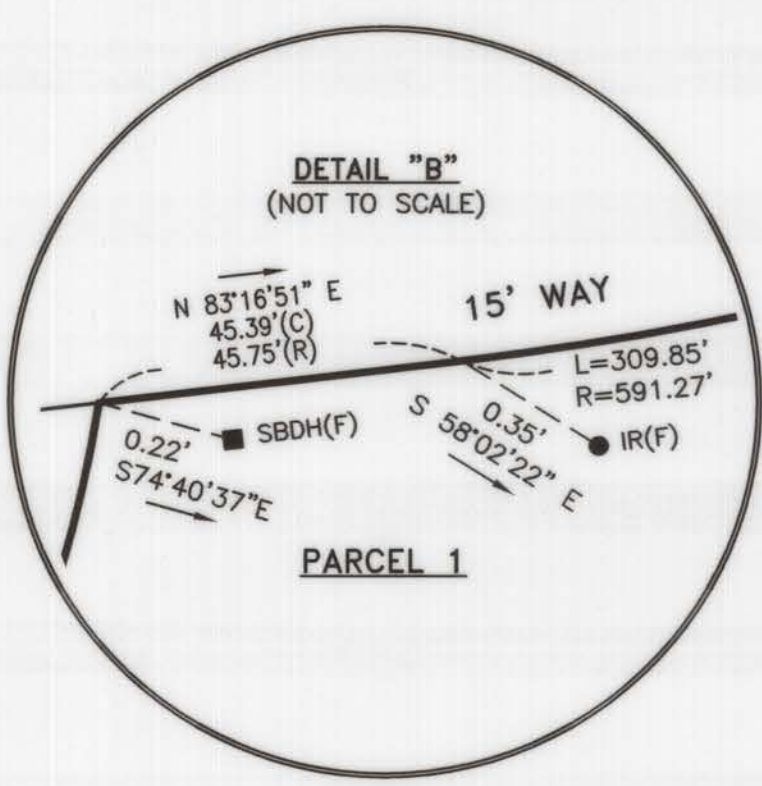
SHEET  
4 OF 4

W:\W-6207\W-6207 DCA\MM Salem State University\Correspondence\to Client\Signed Final\2021-07-27 (Myer)\W-6207\_00NNL-01.dwg





FOR REGISTRY USE ONLY



NOTES:  
SEE SHEET 1 OF 1  
LEGEND:  
SEE SHEET 1 OF 1  
REFERENCES:  
SEE SHEET 1 OF 1

HAYES ROAD  
(PUBLIC ~ 40' WIDE)

ROAD

LORING AVENUE  
(SHLO 1233)

PICKMAN ROAD

NOW OR FORMERLY  
CARLOS & CARLA ALMONTE,  
ENXIDDO GOMEZ  
BOOK 36700, PAGE 117  
PARCEL ID: 31-0017-0  
7 PICKMAN ROAD

NOW OR FORMERLY  
HEATHER M. REYNOLDS  
&  
BRAD SULLIVAN  
BOOK 31048, PAGE 306  
PARCEL ID: 31-0018-0  
9 PICKMAN ROAD

NOW OR FORMERLY  
ANDREW M. & MAUREEN H.  
INGRAM  
BOOK 24433, PAGE 183  
PARCEL ID: 31-0020-0  
13 PICKMAN ROAD

NOW OR FORMERLY  
DONALD C. ANGLE  
&  
PRISCILLA PERRY FITCH  
BOOK 21715, PAGE 584  
PARCEL ID: 22-0168-0  
21 PICKMAN ROAD

NOW OR FORMERLY  
JESSICA NICOLE  
PAGE  
BOOK 39177, PAGE 258  
PARCEL ID: 31-0022-0  
19 PICKMAN ROAD

NOW OR FORMERLY  
JOHN PETER DAVISON  
&  
PARMA & DUNSON  
BOOK 20701, PAGE 510  
PARCEL ID: 31-0021-0  
17 PICKMAN ROAD

NOW OR FORMERLY  
BRANDON M. & EMELIA J.  
DALLY  
BOOK 39100, PAGE 441  
PARCEL ID: 22-0169-0  
1 HAYES ROAD

NOW OR FORMERLY  
JANET L. STONE  
BOOK 24130, PAGE 445  
PARCEL ID: 22-0170-0  
3 HAYES ROAD

NOW OR FORMERLY  
ALEX W. WILLIAMS  
&  
WENDY D. WILSON  
BOOK 31189, PAGE 349  
PARCEL ID: 22-0171-0  
5 HAYES ROAD

NOW OR FORMERLY  
DAVID A. SWEET  
BOOK 38913, PAGE 113  
PARCEL ID: 22-0172-0  
7 HAYES ROAD

NOW OR FORMERLY  
STEPHANIE A. MITCHELL  
&  
DAVID A. SWEET  
BOOK 31189, PAGE 349  
PARCEL ID: 22-0173-0  
11 HAYES ROAD

NOW OR FORMERLY  
DOUGLAS G. & LEONETTE B.  
STROUT  
BOOK 5232, PAGE 55  
PARCEL ID: 22-0175-0  
13 HAYES ROAD

NOW OR FORMERLY  
COMMONWEALTH OF MASSACHUSETTS  
THROUGH THE BOARD OF  
TRUSTEES OF STATE COLLEGES  
BOOK 5933, PAGE 573  
PARCEL ID: 31-0327-0  
8 HARRISON ROAD

NOW OR FORMERLY  
ARBER TOSKA  
BOOK 38945, PAGE 505  
PARCEL ID: 31-0008-0  
220 LORING AVENUE

NOW OR FORMERLY  
MICHAEL P. & LISA C.  
COLLINS  
BOOK 10606, PAGE 582  
PARCEL ID: 31-0007-0  
238 LORING AVENUE

ZONE DISTRICT  
RESIDENTIAL ONE FAMILY (R1)

TOTAL LOT AREA  
1,002,022± SQ. FT.  
OR  
23.003± ACRES

NOW OR FORMERLY  
COMMONWEALTH OF MASSACHUSETTS  
THROUGH THE BOARD OF  
TRUSTEES OF STATE COLLEGES  
BOOK 5933, PAGE 575  
PARCEL ID: 31-0001-0  
262-C LORING AVENUE

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS, 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 OR FOR NEW WAYS ARE SHOWN.MASS. GENERAL LAWS, CHAPTER 41, SECTION 81X.

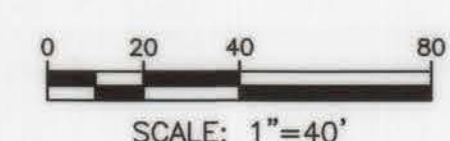
*Carol H. Hays*  
PROFESSIONAL LAND SURVEYOR

28-MAY-2021  
DATE:

APPROVAL UNDER THE SUBDIVISION CONTROL LAW, NOT REQUIRED  
SALEM PLANNING BOARD:

DATE:  
NO DETERMINATION AS TO COMPLIANCE WITH ZONING REQUIREMENTS HAS BEEN MADE OR INTENDED.

RESEARCH: DEH	SITE ADDRESS: 262-C LORING AVENUE
FIELD: DGT-W	
SCALE: 1" = 40'	
© 2021 DGT ASSOCIATES	



PLAN OF LAND  
IN THE CITY OF SALEM  
ESSEX COUNTY  
OWNED BY THE COMMONWEALTH OF MASSACHUSETTS  
PREPARED FOR THE DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE  
ON BEHALF SALEM STATE UNIVERSITY  
SCALE: 1" = 40' DATE: 28-MAY-2021



I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS AS REVISED THROUGH JANUARY 12, 1988 AND THE STANDARDS AS SET OUT IN APPENDIX B OF THE MASSACHUSETTS DEED INDEXING STANDARDS VERSION 4.0 DATED JANUARY 1, 2008.

*A. John Lloyd*  
PROFESSIONAL LAND SURVEYOR

28-MAY-2021  
DATE:

CALCULATIONS: DEH
DRAFTING: DEH
CHECK: AJL
PROJ. MANAGER A. JOHN LLOYD, PLS

PREPARED BY:

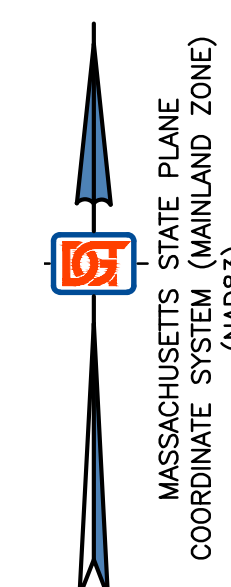
**DGT Associates**  
Surveying & Engineering  
Worcester • Framingham • Boston  
255 Park Avenue, Worcester, MA 01609  
508-762-9470 www.DGTAssociates.com

DATE: 28-MAY-2021
PROJECT NO.: W-6207.00
CRD FILE: W-6207.00_Srv-Wp
SHEET 3 OF 4



**APPENDIX C1**  
**UTILITY INVESTIGATION PLAN**  
**OF LAND, DATED MAY 6, 2022**





REFERENCES:

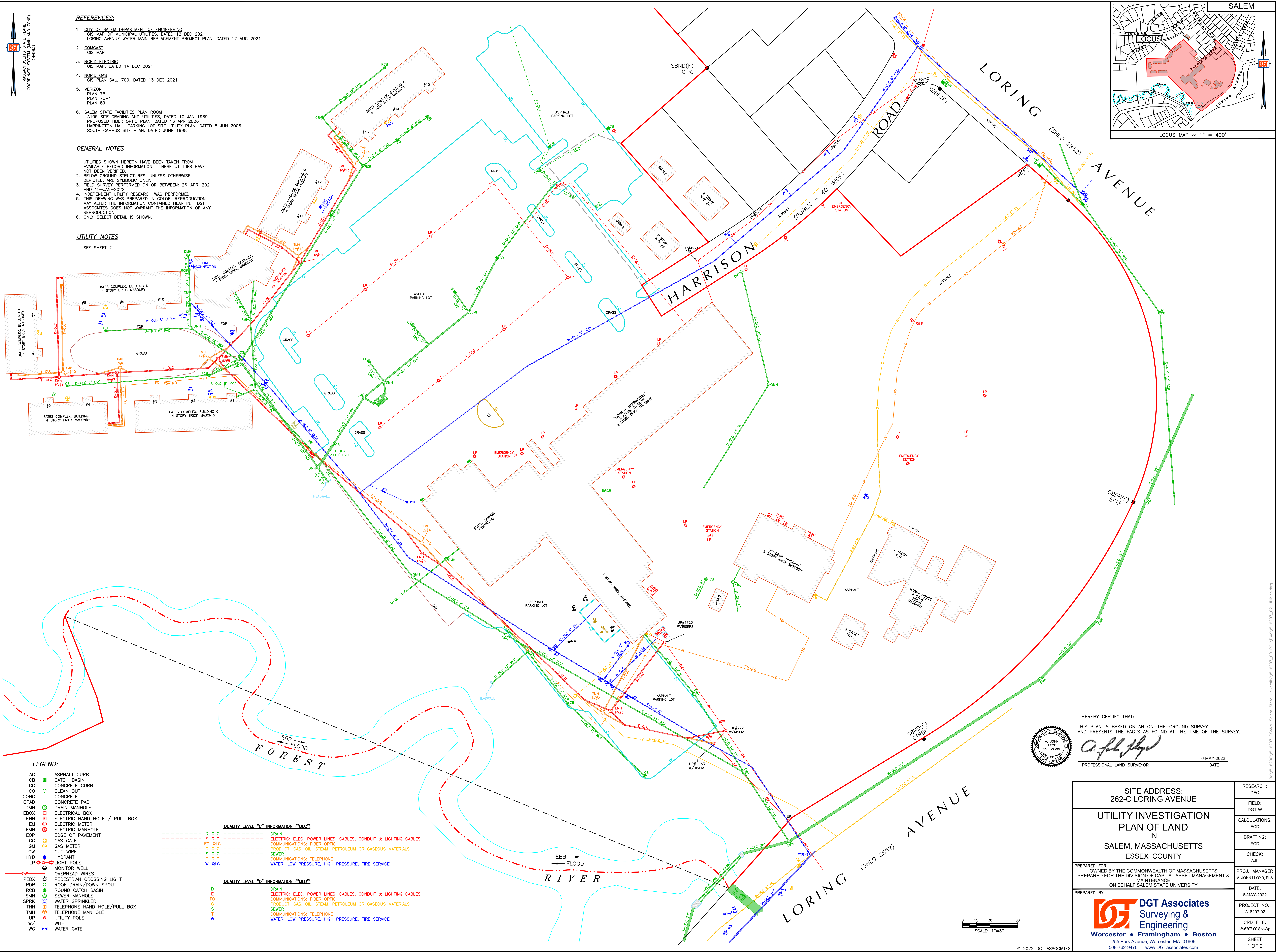
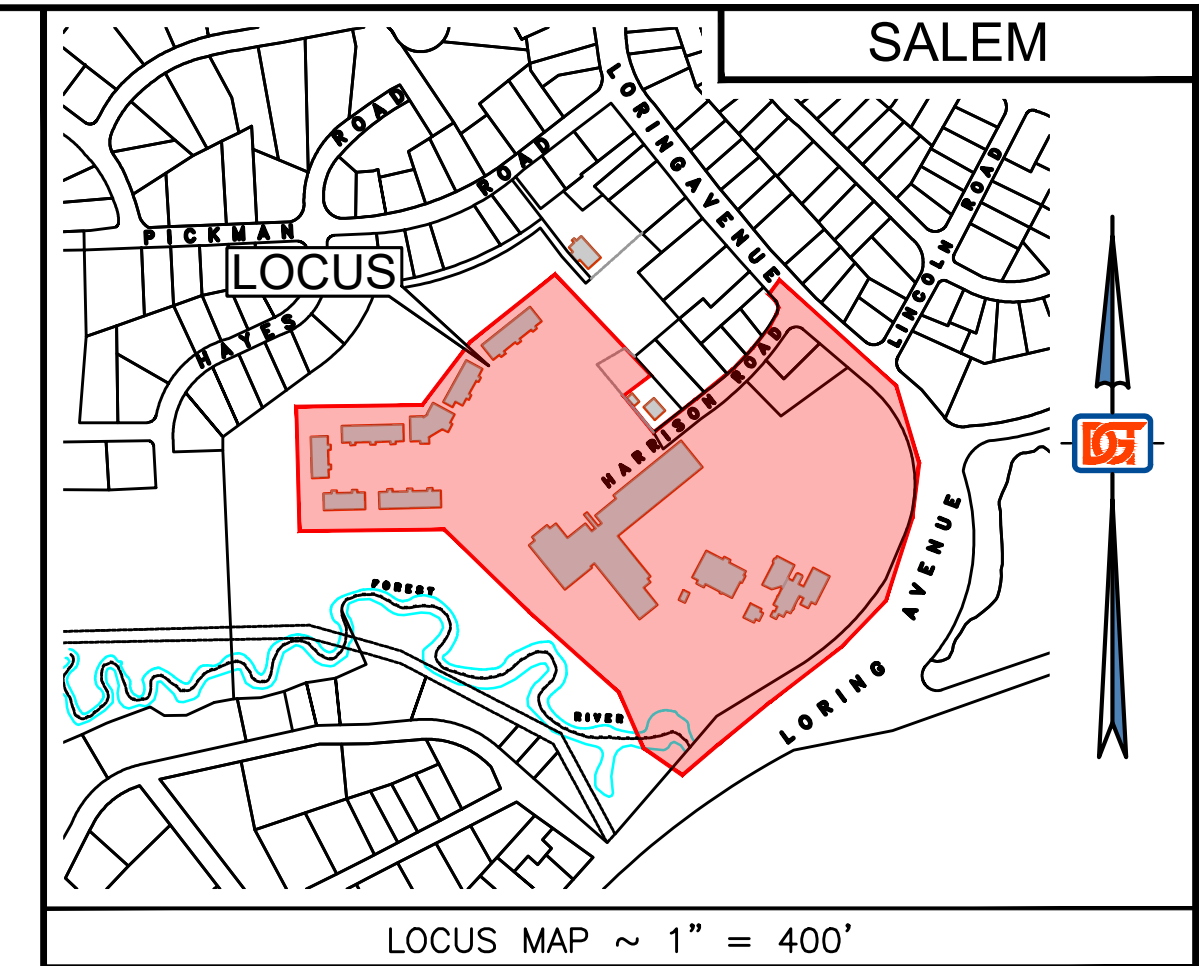
1. CITY OF SALEM DEPARTMENT OF ENGINEERING  
GIS MAP OF MUNICIPAL UTILITIES, DATED 12 DEC 2021  
LORING AVENUE WATER MAIN REPLACEMENT PROJECT PLAN, DATED 12 AUG 2021
2. COMCAST  
GIS MAP
3. NGRID ELECTRIC  
GIS MAP, DATED 14 DEC 2021
4. NGRID GAS  
GIS PLAN SALJ1700, DATED 13 DEC 2021
5. VERIZON  
PLAN 75  
PLAN 75-1  
PLAN 89
6. SALEM STATE FACILITIES PLAN ROOM  
A105 SITE GRADING AND UTILITIES, DATED 10 JAN 1989  
PROPOSED FIBER OPTIC PLAN, DATED 18 APR 2006  
HARRINGTON HALL PARKING LOT SITE UTILITY PLAN, DATED 8 JUN 2006  
SOUTH CAMPUS SITE PLAN, DATED JUNE 1998

GENERAL NOTES

1. UTILITIES SHOWN HEREON HAVE BEEN TAKEN FROM AVAILABLE RECORD INFORMATION. THESE UTILITIES HAVE NOT BEEN VERIFIED.
2. BELOW GROUND STRUCTURES, UNLESS OTHERWISE DEPICTED, ARE SYMBOLIC ONLY.
3. FIELD SURVEY PERFORMED ON OR BETWEEN: 26-APR-2021 AND 19-JAN-2022.
4. INDEPENDENT UTILITY RESEARCH WAS PERFORMED.
5. THIS DRAWING WAS PREPARED IN COLOR. REPRODUCTION MAY ALTER THE INFORMATION CONTAINED HEREIN. DGT ASSOCIATES DOES NOT WARRANT THE INFORMATION OF ANY REPRODUCTION.
6. ONLY SELECT DETAIL IS SHOWN.

UTILITY NOTES

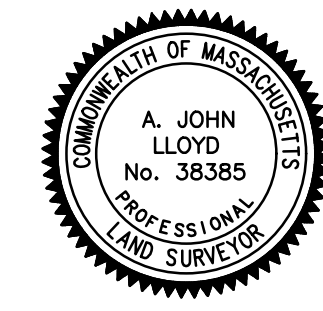
SEE SHEET 2



- LEGEND:**
- AC ASPHALT CURB
  - CB CATCH BASIN
  - CC CONCRETE CURB
  - CO CLEAN OUT
  - CONC CONCRETE
  - CPAD CONCRETE PAD
  - DMH DRAIN MANHOLE
  - EBOX ELECTRICAL BOX
  - EHH ELECTRIC HAND HOLE / PULL BOX
  - EM ELECTRIC METER
  - EMH ELECTRIC MANHOLE
  - EOP EDGE OF PAVEMENT
  - GG GAS GATE
  - GM GAS METER
  - GW GUY WIRE
  - HYD HYDRANT
  - LP LIGHT POLE
  - MON MONITOR WELL
  - OW OVERHEAD WIRES
  - PEDX PEDESTRIAN CROSSING LIGHT
  - RDR ROOF DRAIN/DOWN SPOUT
  - ROB ROUND CATCH BASIN
  - SMH SEWER MANHOLE
  - SPRK WATER SPRINKLER
  - TMH TELEPHONE HAND HOLE/PULL BOX
  - TMH TELEPHONE MANHOLE
  - UP UTILITY POLE
  - WTH WITH
  - WG WATER GATE

- QUALITY LEVEL "C" INFORMATION ("CLC")**
- D-CLC DRAIN
  - E-CLC ELECTRIC: ELEC. POWER LINES, CABLES, CONDUIT & LIGHTING CABLES
  - FO-CLC FIBER OPTIC COMMUNICATIONS: FIBER OPTIC
  - G-CLC PRODUCT: GAS, OIL, STEAM, PETROLEUM OR GASEOUS MATERIALS
  - S-CLC SEWER
  - T-CLC COMMUNICATIONS: TELEPHONE
  - W-CLC WATER: LOW PRESSURE, HIGH PRESSURE, FIRE SERVICE
- QUALITY LEVEL "D" INFORMATION ("CLD")**
- D DRAIN
  - E ELECTRIC: ELEC. POWER LINES, CABLES, CONDUIT & LIGHTING CABLES
  - FO FIBER OPTIC COMMUNICATIONS: FIBER OPTIC
  - G PRODUCT: GAS, OIL, STEAM, PETROLEUM OR GASEOUS MATERIALS
  - S SEWER
  - T COMMUNICATIONS: TELEPHONE
  - W WATER: LOW PRESSURE, HIGH PRESSURE, FIRE SERVICE

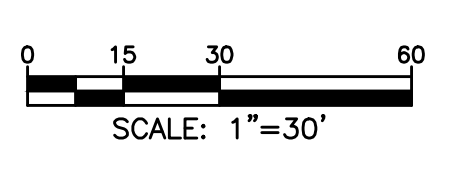
I HEREBY CERTIFY THAT:  
THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY  
AND PRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.



*A. John Lloyd*  
PROFESSIONAL LAND SURVEYOR

6-MAY-2022  
DATE

SITE ADDRESS: 262-C LORING AVENUE		RESEARCH: DFC
UTILITY INVESTIGATION PLAN OF LAND IN SALEM, MASSACHUSETTS ESSEX COUNTY		FIELD: DGT-W
PREPARED FOR: OWNED BY THE COMMONWEALTH OF MASSACHUSETTS PREPARED FOR THE DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE ON BEHALF SALEM STATE UNIVERSITY		CALCULATIONS: ECD
PREPARED BY: <b>DGT Associates</b> Surveying & Engineering Worcester • Framingham • Boston 255 Park Avenue, Worcester, MA 01609 508-762-9470 www.DGTAssociates.com		DRAFTING: ECD
		CHECK: AUL
		PROJ. MANAGER A. JOHN LLOYD, PLS
		DATE: 6-MAY-2022
		PROJECT NO.: W-6207.02
		CRD FILE: W-6207.00.Sr-Wp
		SHEET 1 OF 2





UTILITY NOTES

THE PRINCIPAL GUIDELINES FOR UNDERGROUND UTILITY MAPPING ARE THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) CI/ASCE 38-02, STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA, 2003.

UTILITY QUALITY LEVEL INFORMATION INDEX (ASCE/CI 38-02):

QUALITY LEVEL D: "QLD" UTILITY INFORMATION PLOTTED ON THE DRAWING BASED SOLELY ON RECORD INFORMATION, INDIVIDUAL RECOLLECTIONS OR THE EXISTENCE OF UTILITY SERVICE. IT SHALL BE NOTED THAT ALL INFORMATION SHOWN (OTHER THAN AT TEST HOLE LOCATIONS, SEE "QLA" BELOW), INCLUDE BUT NOT LIMITED TO UTILITY SIZE, CAPACITY, MATERIAL COMPOSITION, CONDITION OR SERVICE STATUS SHALL BE CONSIDERED "QLD" EVEN THOUGH THE UTILITY MAY BE PLOTTED AND LABELED AS "QLC" OR "QLB".

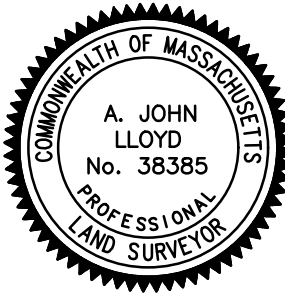
QUALITY LEVEL C: "QLC" UTILITY INFORMATION OBTAINED AS ABOVE FOR QUALITY LEVEL D, PLOTTED TO CORRELATE WITH SURFACE UTILITY FEATURES WHICH HAVE BEEN FIELD VERIFIED, SURVEY LOCATED AND ACCURATELY REDUCED ONTO THE DESIGN/CONSTRUCTION DOCUMENTS. INCLUDED IN THIS CATEGORY ARE UTILITY DEPICTIONS, WHICH IN THE PROFESSIONAL OPINION OF THE SUBSURFACE UTILITY ENGINEER REPRESENT THE MOST PROBABLE APPROXIMATE HORIZONTAL LOCATION, TYPE AND/OR EXISTENCE OF A UTILITY.

QUALITY LEVEL B: "QLB" UTILITY INFORMATION DERIVED BY ESTABLISHING THE SURFACE HORIZONTAL LOCATION OF A UTILITY USING ELECTRONIC METHODS. SAID INFORMATION IS SUBSEQUENTLY FIELD LOCATED AND ACCURATELY REDUCED ONTO THE DESIGN/CONSTRUCTION DOCUMENTS.

QUALITY LEVEL A: "QLA" UTILITY INFORMATION WHICH HAS BEEN VISUALLY VERIFIED, SURVEY LOCATED (BOTH HORIZONTALLY AND VERTICALLY) AND ACCURATELY REDUCED ONTO THE DESIGN/CONSTRUCTION DOCUMENTS. THIS IS TYPICALLY SHOWN AS A TEST HOLE OR OTHER DIMENSIONED INFORMATION.

ALL UNDERGROUND UTILITIES SHOWN HEREON ARE QUALITY LEVEL "D" (QLD) PER ASCE STANDARD 38-02 DESIGNATION UNLESS OTHERWISE NOTED. THEY ARE APPROXIMATE ONLY AND WERE COMPILED ACCORDING AND WERE COMPILED ACCORDING TO AVAILABLE RECORDS FROM THE VARIOUS COMPANIES AND PUBLIC AGENCIES. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD, BEFORE DESIGNING, EXCAVATING, BLASTING, INSTALLING, BACKFILLING, GRADING, PAVEMENT RESTORATION, REPAIRING OR OTHER CONSTRUCTION. ALL UTILITY COMPANIES MUST BE NOTIFIED INCLUDING THOSE IN CONTROL OF UTILITIES NOT SHOWN ON THIS PLAN. SEE CHAPTER 370, ACTS OF 1963, MASSACHUSETTS. CALL "DIG-SAFE" AT 1-888-344-7233 OR DIAL 811. DGT SURVEY GROUP ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN. BEFORE FUTURE CONNECTIONS, THE APPROPRIATE UTILITY ENGINEERING DEPARTMENTS MUST BE CONSULTED.

I HEREBY CERTIFY THAT:  
THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY  
AND PRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.



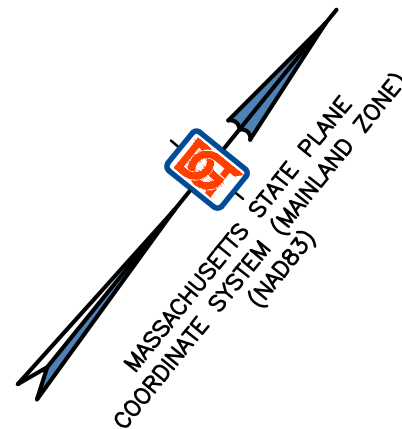
*A. John Lloyd*  
PROFESSIONAL LAND SURVEYOR

6-MAY-2022  
DATE

SITE ADDRESS: 262-C LORING AVENUE	RESEARCH: DFC
	FIELD: DGT-W
	CALCULATIONS: ECD
	DRAFTING: ECD
UTILITY INVESTIGATION PLAN OF LAND IN SALEM, MASSACHUSETTS ESSEX COUNTY	CHECK: AJL
	PREPARED FOR: OWNED BY THE COMMONWEALTH OF MASSACHUSETTS PREPARED FOR THE DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE ON BEHALF SALEM STATE UNIVERSITY
	PROJ. MANAGER A. JOHN LLOYD, PLS
	DATE: 6-MAY-2022
PREPARED BY:  255 Park Avenue, Worcester, MA 01609 508-762-9470 www.DGTassociates.com	PROJECT NO.: W-6207.02
	CRD FILE: W-6207.00.Srv-Wp
	SHEET 2 OF 2

**APPENDIX C2**  
**LEASE PARCEL PLAN OF LAND**  
**(HARRINGTON BUILDING),**  
**DATED MAY 6, 2022**





**PARCEL 1**  
NOW OR FORMERLY  
COMMONWEALTH OF MASSACHUSETTS  
THROUGH THE BOARD OF  
TRUSTEES OF STATE COLLEGES  
BOOK 5933, PAGE 575  
PARCEL ID: 31-0001-0  
262-C LORING AVENUE

**TOTAL LOT AREA**  
1,002,022 ± S.F.  
OR  
23.00 ± ACRES

**PARCEL 2**  
NOW OR FORMERLY  
COMMONWEALTH OF MASSACHUSETTS  
THROUGH THE BOARD OF  
TRUSTEES OF STATE COLLEGES  
BOOK 5933, PAGE 573  
PARCEL ID: 31-0327-0  
8 HARRISON ROAD

**LOT AREA**  
13,252± SQ. FT.

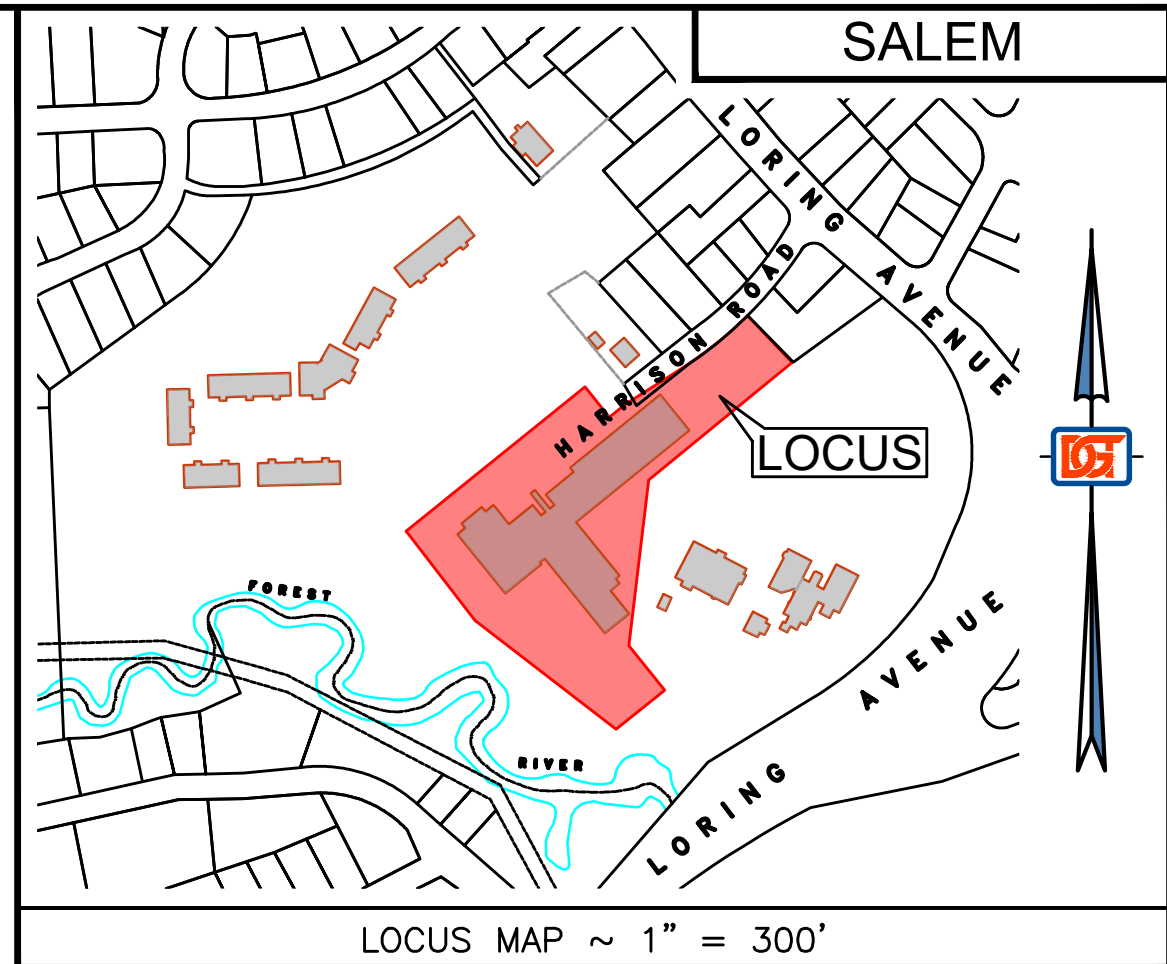
NOW OR FORMERLY  
FAWAZ & SUSAN M.  
ABUSHARKH  
BOOK 21331, PAGE 1  
PARCEL ID: 31-0003-0  
4 HARRISON ROAD

NOW OR FORMERLY  
MICHAEL P. & LISA C.  
COLLINS  
BOOK 10606, PAGE 582  
PARCEL ID: 31-0007-0  
238 LORING AVENUE

NOW OR FORMERLY  
ARBER TOSKA  
BOOK 38945, PAGE 505  
PARCEL ID: 31-0008-0  
220 LORING AVENUE

NOW OR FORMERLY  
LISA D.  
MERCADANTE  
BOOK 37898, PAGE 433  
PARCEL ID: 31-0002-0  
6 HARRISON ROAD

NOW OR FORMERLY  
ESSI G. KUDJOE  
&  
PATRICK C. NGATCHOU-TENGANG  
BOOK 39560, PAGE 13  
PARCEL ID: 31-0320-0  
258 LORING AVENUE



#### NOTES:

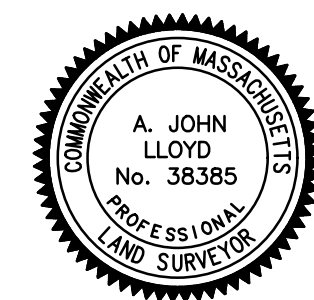
- FIELD SURVEY PERFORMED ON MARCH 11, 2022.
- RECORD OWNERS ARE COMMONWEALTH OF MASSACHUSETTS THROUGH THE BOARD OF TRUSTEES OF STATE COLLEGES. SEE DEED BOOK 5933, PAGE 573 AND DEED BOOK 5933, PAGE 375. SEE RECORD PLANS: BOOK 16, PLAN 18; PLAN BOOK 70, PLAN 78; PLAN BOOK 104, PLAN 38 & PLAN 623-1972
- SEE SALEM ASSESSORS PARCEL ID:  
#8 HARRISON ROAD 31-0327-0  
#262-C LORING AVENUE 31-0001-0
- PARCEL FALLS WITHIN ZONING DISTRICT(S) RESIDENTIAL ON FAMILY (R1) AND RESIDENTIAL CONSERVATION (RC) & ENTRANCE CORRIDOR OVERLAY (ECOD).
- THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS AND ARE NOT CERTIFICATION TO TITLE OR OWNERSHIP OF THE PROPERTY DEPICTED HEREON. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT ASSESSORS RECORDS.
- SEE ESSEX SOUTH REGISTRY OF DEEDS FOR RECORD DOCUMENTS.
- THIS PROPERTY CONTAINS NATURAL WATER BOUNDARIES WHICH ARE SUBJECT TO CHANGE DUE TO NATURAL AND ARTIFICIAL CAUSES AND MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE.
- LEGAL STATUS OF EASEMENTS, WAYS, AND RESTRICTIONS NOT DETERMINED BY THIS SURVEY.
- ONLY SELECT DETAIL IS SHOWN.

#### REFERENCES:

- ESSEX SOUTH DISTRICT REGISTRY OF DEEDS  
PLAN BOOK 16, PLAN 18  
PLAN BOOK 36, PLAN 17  
PLAN BOOK 70, PLAN 78  
PLAN BOOK 72, PLAN 98  
PLAN 120-1890  
PLAN BOOK 104, PLAN 38  
PLAN BOOK 149, PLAN 39  
PLAN BOOK 209, PLAN 82  
PLAN 209-1959  
PLAN BOOK 228, PLAN 97  
PLAN 372-1952  
PLAN 545-1948  
PLAN 623-1972  
PLAN 679-1948  
PLAN 921-1946  
PLAN 2571-458  
PLAN 2578-500
- MASSDOT HIGHWAY LAYOUTS  
SHLO #1233  
SHLO #2852
- PLAN ENTITLED "PLAN OF LAND IN THE CITY OF SALEM ESSEX COUNTY OWNED BY THE COMMONWEALTH OF MASSACHUSETTS PREPARED FOR THE DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE ON BEHALF SALEM STATE UNIVERSITY," DATED 28-MAY-2021 BY DGT ASSOCIATES, INC.

I HEREBY CERTIFY THAT:

THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY AND PRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.



*A. John Lloyd*

PROFESSIONAL LAND SURVEYOR

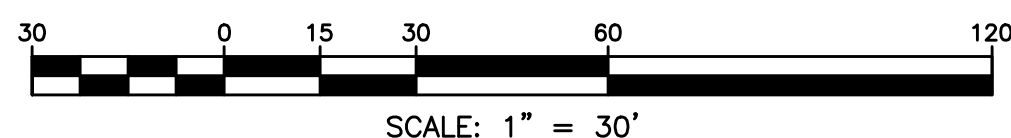
6-MAY-2022  
DATE

#### LEGEND:

AC ASPHALT CURB  
ASW ASPHALT SIDEWALK  
BP BUMPER POST/BOLLARD  
CC CONCRETE CURB  
CONC CONCRETE  
CPAD CONCRETE PAD  
CSW CONCRETE SIDEWALK  
EOP EDGE OF PAVEMENT  
GC GRANITE CURB  
RET-WALL RETAINING WALL  
X-WALK CROSS WALK

BY:	DESCRIPTION:	DATE:	REV:

**LEASE PARCEL  
PLAN OF LAND  
IN  
SALEM, MASSACHUSETTS  
ESSEX COUNTY**



**SITE ADDRESS:  
262-C LORING AVENUE**

PREPARED FOR:

OWNED BY THE COMMONWEALTH OF MASSACHUSETTS  
PREPARED FOR THE DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE  
ON BEHALF SALEM STATE UNIVERSITY

CALCULATIONS:  
ECD  
DRAFTING:  
CTP  
CHECK:  
AJL  
PROJ. MANAGER  
A. JOHN LLOYD, PLS

PREPARED BY:

**DGT Associates**  
Surveying &  
Engineering  
Worcester • Framingham • Boston  
255 Park Avenue, Worcester, MA 01609  
508-762-9470 www.DGTassociates.com

DATE:  
6-MAY-2022  
PROJECT NO.:  
W-6207.02  
CRD FILE:  
W-6207.00 Srv-Wp  
SHEET  
1 OF 1

**APPENDIX D**  
**HARRINGTON BUILDING**  
**LEASEHOLD TERM SHEET**



## **APPENDIX D: HARRINGTON BUILDING LEASEHOLD TERM SHEET**

Leasehold Premises: Approximately 125,400 square feet as shown on Appendix C-2

Access and Utilities: The University shall retain those temporary rights and easements necessary to provide for utility service and access to the Leasehold Premises, including the right to maintain and improve such services during the Term of the Lease. Such rights shall expire at the termination or expiration of the Term of the Lease. The selected developer shall have the right to access that portion of the Premises not subject to the University's leasehold interest via Harrison Road and the existing parking lot, but such access shall not be exercised so as to unreasonably interfere with the University's use of the Leasehold Premises.

Term: Commencing on the date the Property is sold to the selected developer ("Closing Date") and ending the later of i) Two (2) years after the Closing Date and ii) December 31, 2026. The University shall have the right to terminate on 90 days' notice. In the event that the date which falls three years following the Closing Date is later than December 31, 2026, the University shall give notice to the Developer not later than December 1, 2026, as to whether the Lease Term will expire December 31, 2026, or be extended to two years later than the Closing Date.

Fixed Rent: There shall be no fixed rent payable to the Developer during the Term.

Additional Rent: University shall be responsible for all costs of operations for the Leasehold Premises including, but not limited to, utilities, parking lot maintenance, and snow removal. In the event Developer pays for costs of operating the Leased Premises, the University would be responsible to reimburse Developer. Developer may not incur any such costs without the prior approval of the University, and any costs incurred without approval need not be paid back by the University.

Form of Lease: The form of lease for the Harrington Parcel shall be as agreed to by the parties in the PSA.

**APPENDIX E**  
**FORM OF PROVISIONAL**  
**DESIGNATION AGREEMENT**

**PROVISIONAL DESIGNATION AGREEMENT**  
**FOR PURCHASE AND REDEVELOPMENT OF**  
**SOUTH CAMPUS, SALEM, MA**

WHEREAS, the Commonwealth of Massachusetts, acting by and through the Division of Capital Asset Management and Maintenance (“**DCAMM**”), in accordance with Chapter 145 of the Acts of 2020 (“**Act**”), issued a Request for Proposals dated February 23, 2022 (“**RFP**”) for the sale and redevelopment of the South Campus, in Salem, Massachusetts (“**Property**”) as further described in the RFP;

WHEREAS, in response to and in accordance with the RFP, [REDACTED] (“**Designated Developer**”) submitted a proposal dated May 24, 2022 (“**Proposal**”), together with a Bid Deposit of \$50,000 to purchase and redevelop the Property; and

WHEREAS, based on an evaluation of the Proposal in accordance with the RFP and all other qualified responses submitted in response to the RFP, DCAMM has decided to provisionally designate the Designated Developer as the purchaser and developer of the Property subject to the terms and conditions of this Provisional Designation Agreement (“**PDA**”).

NOW, THEREFORE, the Commissioner of DCAMM hereby declares:

1. The Designated Developer is provisionally designated to purchase and redevelop the Property, subject to full compliance and fulfillment of the terms and conditions set forth in this PDA and the RFP, with time being of the essence of this PDA.
2. The Designated Developer shall develop the Property substantially in accordance with the RFP, the Proposal and the terms and conditions of this PDA for the construction of [REDACTED]  
[REDACTED]  
[REDACTED] and other uses as described in the Proposal (“**Project**”). In furtherance, and not in limitation, of the foregoing:
  - (a) As consideration for the purchase and redevelopment of the Property, the Designated Developer will pay to the Commonwealth of Massachusetts the purchase price [REDACTED] Dollars (\$ [REDACTED]) at closing as provided in the Purchase and Sale Agreement (“**PSA**”) to be executed by the Designated Developer and DCAMM as provided herein.
  - (b) As further consideration, the Designated Developer will, at its sole cost and expense, develop the Project on the Property in accordance with a schedule to be set forth in the PSA.
  - (c) As further consideration, the Designated Developer shall pay to DCAMM the Transfer Expenses as set forth in section 7 of the PSA.
3. The Designated Developer has previously paid a \$50,000 Bid Deposit at the time of submission of the Proposal pursuant to the RFP. The Designated Developer acknowledges

and agrees that the Bid Deposit will be held in a non-interest-bearing escrow account by DCAMM until the expiration of the Due Diligence Period. The Bid Deposit shall be nonrefundable to the Designated Developer except only as provided in paragraph 4 of this PDA.

4. Due Diligence Period. During the period commencing on the date of this PDA and ending at 5:00 p.m. EST on [REDACTED], 20 [REDACTED] ("**Due Diligence Period**"), the Designated Developer shall be permitted to conduct its due diligence investigation of the Property, including without limitation, title, survey, easements and encumbrances (subject to the terms of Section 5 below), physical and environmental conditions of the Property, access requirements, permitting, financing and other development matters. The Designated Developer shall execute a license in the form attached hereto as Attachment A ("**License**") prior to accessing the Property for due diligence purposes. 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, whereupon the Deposit shall be refunded to the Designated Developer.
5. Title Examination Period. During the period commencing on the date of this PDA and ending on 5:00 p.m. EST on EXPIRATION DATE ("**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 the Property performed by the Designated Developer affecting the 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 title to the Property under PSA subject to such title exceptions (such title exceptions are referred to as "**Permitted Encumbrances**").
  - c. Within thirty (30) days of receipt of a Title Defects Notice (if any), DCAMM shall provide the Designated Developer with notice ("**Commonwealth's Cure Notice**"), which notice shall indicate the Disallowed Encumbrances that DCAMM intends to cure.
  - d. In the event that 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 fifteen (15) days of receipt by the Designated Developer of the Commonwealth's Cure Notice to terminate this PDA. In the event that the Designated Developer does not so 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. Nothing in this PDA shall require DCAMM to make any efforts or to spend any monies to remove any title exception with respect to the Property.

6. The Designated Developer acknowledges that, as part of its redevelopment project and at its sole cost and expense, it will seal off the entrance from the Property to the tunnel under Mill Street. The Designated Developer will prepare specifications for this work and submit them to DCAMM for its review and approval prior to the expiration of this PDA.
7. This PDA shall expire at the end of the Due Diligence Period ("**Expiration Date**"). This PDA may only be extended by written agreement of the parties. DCAMM reserves the right to require the Designated Developer to pay a non-refundable extension fee to be established by DCAMM in connection with any such extension. It is the intention of the parties that, on or before the Expiration Date, they will enter into the form of PSA attached to the RFP, as such form may be amended by agreement of the parties hereto, and the Designated Developer will pay an additional deposit equal to 10% of the purchase price for the Property. Notwithstanding the foregoing, this PDA is contingent upon the timely and full satisfaction by the Designated Developer of all the terms and conditions set forth in this PDA and the RFP. If the parties have not executed the PSA on or before the Expiration Date, then this PDA will expire on such Expiration Date and the Bid Deposit will become nonrefundable. In the event of the expiration of this PDA, neither party shall have any rights, obligations or recourse to or against the other under this PDA or the RFP.
8. The Designated Developer shall not be permitted to assign or otherwise transfer all or any part of its interest in this PDA or under the RFP, except to a wholly owned affiliate of the Designated Developer or its principal shareholder with the consent of DCAMM, which consent will not be unreasonably delayed or withheld.
9. Only a fully executed and delivered PSA shall constitute a binding agreement of the Commonwealth for the sale of the Property. Upon execution of the PSA, it shall supersede all provisions of this PDA.
10. On or before the Expiration Date and again at the execution of a PSA, in addition to other documents that may be required by the Commonwealth, the Designated Developer shall deliver fully completed and executed originals of the M.G.L. c. 7C disclosure statement and MEPA Agreement in the forms attached to the RFP.
11. The Designated Developer represents and warrants as follows:
  - a. it has not used any broker in submitting the Proposal in response to the RFP or participating in this provisional designation process. It is understood and agreed that DCAMM shall not be liable to any broker, consultant or other entity acting on behalf of the Designated Developer for any broker's or other fee or payment related directly or indirectly to the Proposal, this PDA or the PSA. The Designated Developer shall be responsible for any such fee, and shall indemnify the Commonwealth and DCAMM any damages or other liability to any such broker, consultant or other entity acting on behalf of the Designated Developer; and
  - b. it has carefully examined the RFP, including without limitation, the PSA; and agrees to abide by all representations, agreements and conditions of the Proposal.



- 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" or by nationally recognized overnight delivery service to the addresses listed below:

If to DCAMM:                      Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor  
Boston, Massachusetts 02108  
Attention: Deputy Commissioner, Real Estate

With a copy to:                      Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor  
Boston, Massachusetts 02108  
Attention: General Counsel

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 delivered or sent shall be deemed given when received.

- 13.** Neither party shall record this PDA and it shall be void if recorded.
- 14.** Only a fully executed and delivered PSA shall constitute a binding agreement by the Commonwealth for the disposition of the Property and DCAMM's formal and final designation. Upon execution of the PSA, it shall supersede all provisions of this PDA. This PDA shall be governed for all purposes by Massachusetts law, without application to Massachusetts law governing choice of law.
- 15.** Any amendments to this PDA shall be in writing signed by both parties hereto.
- 16.** The Designated Developer hereby certifies that the person signing this PDA is duly authorized to act on behalf of the Designated Developer, and the Designated Developer is ready, willing and able to perform the obligations of this PDA and to execute the PSA all as provided herein and in the RFP.

Executed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Carol W. Gladstone  
Commissioner, DCAMM

ACCEPTED AND AGREED

(DESIGNATED DEVELOPER)

By: \_\_\_\_\_  
Duly authorized signatory

\_\_\_\_\_  
President

DRAFT

**ATTACHMENT A**

**ENVIRONMENTAL LICENSE**

*DCAMM's form of Environmental License appears on the following pages.*

DRAFT

**APPENDIX F**  
**FORM OF PURCHASE AND SALE AGREEMENT**

## PURCHASE AND SALE AGREEMENT

### 1. REFERENCE DATA

The following terms shall have the meanings given below:

DATE OF AGREEMENT: \_\_\_\_\_, 20\_\_\_\_

SELLER or DCAMM: COMMONWEALTH OF MASSACHUSETTS, acting by  
And through its Division of Capital Asset Management and  
Maintenance ("DCAMM")  
One Ashburton Place, 15<sup>th</sup> Floor  
Boston, Massachusetts, 02108  
TEL NO. (617) \_\_\_\_\_ FAX NO. (617) \_\_\_\_\_  
ATTENTION: Thatiana Gibson, Senior Project Manager  
EMAIL: Thatiana.gibson@mass.gov

BUYER: (INSERT NAME)  
(INSERT ADDRESS)  
:  
TEL NO. (\_\_\_\_) \_\_\_\_\_  
FAX NO. (\_\_\_\_) \_\_\_\_\_  
ATTENTION: \_\_\_\_\_  
Email: \_\_\_\_\_

PREMISES: The parcels known and numbered as 262 Loring Avenue and 8, 11 and 20-32  
Harrison Road, Salem, Massachusetts containing approximately 22.35± acres more  
or less; including any buildings, structures, and improvements thereon, and any fixtures  
belonging to the SELLER and located thereon.

PURCHASE  
PRICE: The agreed purchase price for the PREMISES is \_\_\_\_\_  
\_\_\_\_\_ dollars (\$\_\_\_\_\_).

CLOSING DATE: \_\_\_\_\_, 20\_\_\_\_ +, as the same may be extended by the  
SELLER pursuant to Section 8.

### 2. AGREEMENT

The SELLER, acting pursuant to Chapter 145 of the Acts of 2020 (the "Act"), agrees to sell, and the BUYER agrees to  
BUY, the PREMISES upon the terms hereinafter set forth.

### 3. TITLE DEED

The PREMISES are to be conveyed by a good and sufficient Release Deed, without any covenants of title, running to the  
BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the  
deed is to be delivered as herein provided, and said deed shall convey such title as the SELLER may have to the



PREMISES, subject to all matters of record and subject to applicable laws, rights and encumbrances including without limitation, the following:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and party walls which are not the subject of written agreement;
- (c) Any liens for municipal betterments;
- (d) Easements, restrictions and reservations of record, if any; and
- (e) Retention by SELLER of leasehold interest in a portion of the PREMISES for a term ending not later than December 31, 2026 as set forth in a certain lease agreement between BUYER, as Landlord and SELLER, as Tenant of near or even date herewith.
- (f) Compliance by BUYER with applicable portions of that certain memorandum of agreement ("MOA") dated January 25, 2022 between the SELLER and the Massachusetts Historical Commission ("MHC") and others, including (these requirements shall survive the termination of this Agreement):
  - (i) Section IV(b) of the MOA – consult with MHC regarding necessity for an archaeological survey prior to commencing with new construction or ground disturbing activity on previously undisturbed land
  - (ii) Section VI – provide photographic documentation and a recordation plan to MHC and others as set forth in the MOA.

#### 4. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER, at its sole cost and expense, shall prepare and deliver such plan in form adequate for recording or registration at the time of delivery of the deed.

#### 5. PURCHASE PRICE; BUYER RESPONSIBLE FOR CERTAIN COSTS

The agreed PURCHASE PRICE for said PREMISES is set forth in Section 1 above and shall be paid in accordance with the provisions of Section 1.

As provided in the Act, the BUYER shall be responsible for all costs including, but not limited to, appraisals, surveys, plans, recordings and any other expenses relating to the transfer, as shall be deemed necessary by the SELLER.

#### 6. NO ADJUSTMENTS

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

#### 7. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 10:00 AM on the CLOSING DATE specified in Section 1 above at the office of the SELLER set forth in Section 1 above, unless otherwise agreed upon in writing. The parties agree that time is of the essence.

#### 8. EXTENSION TO CONFORM

If the SELLER shall be unable to give title or to make conveyance or to deliver possession of the PREMISES, all as herein stipulated, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the PREMISES conform to the provisions hereof, as the case may be, in which event the SELLER may give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for such period of time as may be specified by the SELLER in said written notice, but in no event more than ninety (90) days. The use of reasonable efforts by SELLER shall not require the expenditure of any money by SELLER whatsoever.

#### 9. FAILURE TO PERFECT TITLE OR DELIVER POSSESSION

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the PREMISES conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

#### 10. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said PREMISES and to pay therefore the PURCHASE PRICE without deduction, in which case the SELLER shall convey such title.

#### 11. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or the BUYER's nominee as the case may be, shall deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

#### 12. PREMISES SOLD "AS IS"

Except as otherwise set forth below in this Section, the PREMISES are being sold and delivered to the BUYER in "**AS IS**" condition without any representation or warranty.

Notwithstanding the foregoing, the SELLER agrees, subject to the availability of funding therefor, to undertake the following work in the PREMISES (collectively, the "SELLER'S WORK"):

The SELLER agrees to substantially complete the SELLER'S WORK prior to the Closing Date, as the same may be extended.

The BUYER agrees to provide, and to cause occupants of the PREMISES to provide, the SELLER and its employees, agents and contractors access to the PREMISES as needed for the substantial completion of the SELLER'S WORK.

Possession of the PREMISES, subject to the tenants and occupants listed in Exhibit C, and in its condition at the time of delivery of the deed is to be delivered at the time of the delivery of the deed.

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

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing. The BUYER further acknowledges that it is buying the PREMISES **AS IS**, with all faults and without warranty of any kind, whatsoever.

#### 14. NO INSURANCE

The BUYER acknowledges that the SELLER does not currently insure the PREMISES, and that the SELLER shall not insure the PREMISES between the date of this Agreement and the CLOSING DATE.

#### 15. NO CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver the PREMISES in accordance with the provisions of this Agreement, then any deposit paid by the BUYER upon the execution of this Agreement shall inure to and become the property of the SELLER, all as provided in Section 17 hereof. BUYER may terminate this Agreement for any cause, including but not limited to BUYER's failure to procure financing or necessary

permits. In the event BUYER so terminates, all obligations regarding the PREMISES shall become null and void and SELLER shall be entitled to retain all deposits.

## 16. DEPOSITS

Any deposits made hereunder shall be held in escrow by the SELLER in an account subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the SELLER may retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER.

SELLER acknowledges receipt of two deposits from BUYER as follows:

- A. \$50,000.00 – initial deposit
- B. \$\_\_\_\_\_ (10% of purchase price paid upon execution of this Agreement)

## 17. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, any deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages.

## 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 the SELLER, including without limitation SELLER'S reasonable attorney's fees, for any claim made by any real estate broker in connection with this transaction.

## 19. NO LIABILITY OF COMMONWEALTH EMPLOYEES

No official, employee, agent, or consultant of the Commonwealth or DCAMM shall be personally liable to the BUYER or to any successor in interest or person claiming by or through the 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 Chapter 258 of the General Laws.

## 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 (i) by delivery in hand or by overnight express courier, (ii) by facsimile transmission or (iii) by United States certified mail, return receipt requested, postage prepaid, to the other party at the addresses set forth in Section 1, above, or at such other address as the party to be notified may have designated hereafter by notice in writing to the other parties to this Agreement. Notices given pursuant to clauses (i) and (ii) shall be deemed given when received. Notices given pursuant to clause (iii) shall be deemed given three (3) business days after being deposited in the United States Mails, postage prepaid, return receipt requested.

## 21. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be 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, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the 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 this Agreement to create the relationship of seller and buyer between the parties hereto and no other relation whatsoever, and nothing herein contained shall be construed to make the parties hereto partners or joint venturers, 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 any party hereto to exercise any right or power occurring upon any noncompliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party hereto of any of the terms, covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenant, condition or agreement herein contained.

## 25. BUYER AUTHORITY

The BUYER represents and warrants to the SELLER that the signatory hereto on behalf of the BUYER has the legal right, power and authority to enter into this Agreement and to bind the 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

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

## 28. OTHER DOCUMENTS TO BE SIGNED BY BUYER

BUYER shall execute, acknowledge and/or deliver, as applicable, such documents as may be reasonably requested by SELLER in order to fully effect the sale and conveyance contemplated by this Agreement, including, without limitation, (a) a Beneficial Interest Disclosure Statement and (b) a MEPA Agreement, the forms of which are attached to this Agreement as Exhibits A and B. The delivery by BUYER to SELLER of the Beneficial Interest Disclosure Statement on the CLOSING DATE shall satisfy the terms and provisions of Chapter 7C, Section 38, of the Massachusetts General Laws.

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: \_\_\_\_\_  
Carol W. Gladstone, 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 General Laws, to the extent applicable, in connection with the property described herein.

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner

BUYER:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its duly authorized \_\_\_\_\_

DRAFT

**EXHIBIT A**

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

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

(1) REAL PROPERTY: The property known and numbered as 262 Loring Avenue and parcels numbered 8, 11 and 20-32 Harrison Road, Salem, Massachusetts containing approximately 22.35± acres more or less; together with any buildings, structures, and improvements located thereon

(2) TYPE OF TRANSACTION, AGEEMENT, or DOCUMENT: Sale

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Division of Capital Asset Management and Maintenance

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

(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 (insert "none" if none):

(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:

**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)**

*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.

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

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

**EXHIBIT B****MEPA AGREEMENT**

The undersigned in partial 262 Loring Avenue and parcels numbered 8, 11 and 20-32 Harrison Road, Salem, Massachusetts containing approximately 22.35± acres more or less including any buildings, structures, and improvements thereon (collectively, the "Land"), 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") and which has not been previously subject to MEPA review, 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 acquired from the Commonwealth within five (5) years of the acquisition shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land acquired from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five (5) years after the execution and delivery of the deed.

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

Executed under seal

City of Salem, Massachusetts

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

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

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

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

Received By The Commonwealth of  
Massachusetts Division of Capital Asset Management and Maintenance

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

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

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

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

**APPENDIX G**  
**QUITCLAIM DATED 12/14/1972**  
**DEED BK: 5933 PG: 575**

STE. CHRETIENNE EDUCATIONAL INSTITUTE INC., a Massachusetts corporation duly established by law and having its usual place of business in Salem, Essex County, Massachusetts

for consideration paid, and in full consideration of -\$3,650,000.00-

grants to COMMONWEALTH OF MASSACHUSETTS through the Board of Trustees of State Colleges, 65 Franklin Street, Boston, Massachusetts, Authority: St. 1970 Chapter 633 and St. 1971 Chapter 976.

with quitclaim covenants

the land in Salem, with the buildings thereon, bounded and described as follows:

PARCEL 1

Beginning at the most Easterly point of the granted premises on the Westerly side of Loring Avenue, thence running

SOUTHEASTERLY,  
SOUTHERLY & SOUTHWESTERLY following the curve on said Loring Avenue, a total of distance of 1120.37 feet, more or less, to the center line of Forest River so-called, thence running in a general

NORTHWESTERLY direction by the center of said River, 1330 feet, more or less to a point; thence running

SOUTHEASTERLY by land formerly of Griswold, ninety-eight and 92/100 (98.92) feet; thence running

SOUTHEASTERLY more SOUTHERLY by land formerly of Griswold, twenty-seven and 78/100 (27.78) feet; thence running

SOUTHWESTERLY on five (5) courses as the wall stands bounded Southerly by land formerly of Griswold, sixty-eight and 64/100 (68.64) feet; sixty-one and 34/100 (61.34) feet; sixty-nine and 49/100 (69.49) feet; forty-one and 81/100 (41.81) feet and about fifty (50) feet to land now or formerly of Loring Realty Trust; thence running

NORTHERLY by land now or formerly of Loring Realty trust in a straight line, about five hundred thirty-two (532) feet; thence running

NORTHEASTERLY by other land now or formerly of Loring Realty Trust, two hundred sixty and 79/100 (260.79) feet; thence on a curve to the left, said curve having a radius of two hundred forty-three and 26/100 (243.26) feet, a distance of one hundred ninety six and 64/100 (196.64) feet; thence running

EASTERLY bounded northerly on the southerly line of a fifteen (15) foot way, forty-five and 78/100 (45.78) feet; thence continuing by the Southerly line of said fifteen (15) foot way on a curve having a radius of five hundred ninety-one and 27/100 (591.27) feet, about three hundred seven and 85/100 (307.85) feet, thence

NORTHEASTERLY by said Southerly line of said way, about six and 04/100 (6.04) feet, to a corner; these last two bounds are shown on plan recorded in Plan Book 70, Plan 78 as being three hundred nine and 85/100 (309.85) feet and sixteen and 04/100 (16.04) feet; thence running

SOUTHEASTERLY by the SOUTHWESTERLY line of said fifteen (15) foot way, seventy-three and 01/100 (73.01) feet; thence running

SOUTHEASTERLY again by the SOUTHWESTERLY line of said way, seventy-five and 44/100 (75.44) feet; thence

NORTHEASTERLY by the end of said way and by Parcel II hereinafter described, one hundred fifty-one and 80/100 (151.80) feet to the stone wall at lot #10, in Block 26, Section C, "Plan of Subdivision of Pickman Park, Salem, Mass. French & Bryant, Eng.," Book of Plans 16, Plan 18 thence running

SOUTHEASTERLY by Lots #10, 11 & 12 in Block 26 on said plan, fifty-eight and 58/100 (58.58) feet to land of Cashman; thence running

SOUTHWESTERLY by land of Cashman, fifty-one (51) feet; thence running

SOUTHEASTERLY by said land of Cashman, one hundred twenty eight (128) feet to lot #25 in Block 26 on said plan, thence running

SOUTHWESTERLY by lots #25, 26, 27, 28 and 29 in Block 26 on said plan a distance of one hundred twenty-five (125) feet to a point; thence running

NORTHWESTERLY by other land of the Grantor herein, thirty-one and 63/100 (31.63) feet to a point; thence

SOUTHWESTERLY by other land of the Grantor, sixty-one and 14/100 (61.14) feet to a point; thence

SOUTHEASTERLY by other land of the Grantor on two (2) courses and by the Southwesterly end of Harrison Road, a total distance of two hundred six and 97/100 (206.97) feet, more or less, thence running

NORTHEASTERLY on the Southerly line of Harrison Road, about two hundred thirty-seven (237) feet to lot #6 in Block 24 Section A, on said plan, thence running

SOUTHEASTERLY by said lot #6, one hundred (100) feet to a corner, thence running

NORTHEASTERLY by Lots #6, #5 & #1 in Block 24 on said plan, one hundred sixty-eight (168) feet to Loring Avenue and point of beginning.

Excepting herefrom, that part of the above described premises as was conveyed by the Grantor herein to Arthur St. Onge by deed dated December 10, 1946, recorded in Book 3504, Page 122.

Also excepting herefrom, that part of the above described premises as was taken by the Town of Marblehead for water supply purposes by instrument dated May 20, 1912, and recorded in Book 2150, Page 251, and shown on plans hereinafter referred to.

Reference may be had to plan entitled "Land of Ste Chretienne Educational Institute, Inc., Loring Ave., Salem, Mass., Scale 1 in = 80 ft., April, 1965, Edwin T. Brudyzinski, Registered Surveyor", which plan is recorded with Essex South District Registry of Deeds, Book of Plans 104, Plan 38, also to plan of land of the "Loring Realty Co., Salem, Mass., Scale 1 in = 80 ft., June, 1935, Thomas A. Appleton, C.E." recorded in Book of Plans 70, Plan 78. Also see Book of Plans 16, Plan 18.

For title see deed from Joseph A. Peltier dated August 14, 1915 and recorded with said Registry of Deeds, Book 2303, Page 437. See deed from Trustees of Loring Realty Company dated August 14, 1915 recorded with said Registry of Deeds, Book 2303, Page 439. See deed from Trustees of Loring Realty Company dated June 8, 1921 recorded with said Registry of Deeds, Book 2490, Page 340. See deed from Sole Trustee of Loring Realty Company dated August 21, 1939 recorded with said Registry of Deeds, Book 3191, Page 505 and confirmed in Book 5264, Page 361.

PARCEL 2

The land in Salem, with the buildings thereon, bounded and described as follows:

Beginning at a point on Pickman Road, 92.5 feet Southwesterly from land now or formerly of Lipsett, thence running

- |                      |  |
|----------------------|--|
| <u>SOUTHEASTERLY</u> | by land now or formerly of Loring Realty Company, ninety-five (95) feet, thence running  |
| <u>NORTHEASTERLY</u> | by land now or formerly of Loring Realty Company, sixty-three and 67/100 (63.67) feet to land now or formerly of Rentoumis, thence running                                   |
| <u>SOUTHEASTERLY</u> | by said land now or formerly of Rentoumis, fifty (50) feet to an angle; thence running   |
| <u>NORTHEASTERLY</u> | at right angle to said last named course still by land now or formerly of Rentoumis, fifty (50) feet to a point at land now or formerly of Larkin; thence running            |
| <u>SOUTHEASTERLY</u> | by said land of Larkin and land now or formerly of Lipsett and Harding et ali, one hundred eight and 46/100 (108.46) feet to Parcel I hereinbefore described; thence running |
| <u>SOUTHWESTERLY</u> | by said Parcel I hereinbefore described, one hundred thirty-six and 80/100 (136.80) feet, thence   |
| <u>NORTHWESTERLY</u> | by other land now or formerly of Loring Realty Company, two hundred sixty-two and 10/100 (262.10) feet to Pickman Road, thence   |
| <u>NORTHEASTERLY</u> | by said Pickman Road, ten (10) feet to the point of beginning.   |

Excepting so much as may have been taken by the City of Salem for the widening of said Pickman Road.

Being a portion of the premises conveyed to the Grantor herein by deed of Salem Five Cents Savings Bank, dated August 23, 1943 and recorded with Essex South District Registry of Deeds, Book 3345, Page 495.

All of the measurements herein set forth are considered as being more or less however otherwise bounded, measured or described. Included with this deed are any and all rights in any way, passageway or river and subject to any easement or rights of others in any way, passageway or river.

Also subject to all covenants, restrictions reservations, conditions and rights appearing of record against the above described property.



BK 5933 PG 578

Intending by this deed, and by another deed to the grantee herein simultaneously recorded herewith as part of the same transaction, to convey and hereby conveying all the land with the buildings thereon owned by the grantor in Salem, on Loring Ave., Harrison Road, Pickman Road and Forest River.

IN WITNESS WHEREOF, the said STE. CHRETIENNE EDUCATIONAL INSTITUTE INC., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by ANITA R. BEAUREGARD, its President and FLORENCE DORAIS, its Provincial Treasurer, hereto duly authorized, this 14th day of December in the year one thousand nine hundred and seventy-two.

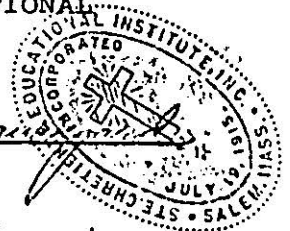
Signed and sealed in presence of

James Foray

STE. CHRETIENNE EDUCATIONAL  
INSTITUTE INC.

By Anita R. Beauregard  
President

Florence E. Dorais  
Provincial Treasurer



THE COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

December 14, 1972

Then personally appeared the above named ANITA R. BEAUREGARD and FLORENCE DORAIS and acknowledged the foregoing instrument to the free act and deed of the STE. CHRETIENNE EDUCATIONAL INSTITUTE INC.

before me,

James Foray  
Notary Public

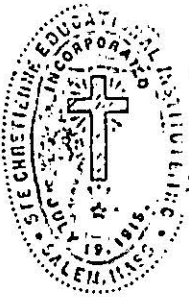
My Commission Expires  
November 19, 1976

BK5933 PG579

VOTE

At a Special Meeting of the Board of Directors of STE. CHRETIENNE EDUCATIONAL INSTITUTE, INC., held at the office of the Corporation at #262 Loring Avenue, Salem, Massachusetts on December 8, 1972, at 10:00 o'clock in the forenoon all the directors being present and voting the following vote was unanimously adopted:

VOTED: That the Corporation, STE. CHRETIENNE EDUCATIONAL INSTITUTE, INC., sell to the COMMONWEALTH OF MASSACHUSETTS through the Board of Trustees of State Colleges, 65 Franklin Street, Boston, Massachusetts, Authority: St. 1970 Chapter 633 and St. 1971 Chapter 976 its land and buildings located at #262 Loring Avenue, Salem, Massachusetts for the sum of Three Million Six Hundred Fifty Thousand (\$3,650,000.00) Dollars and that the President, Anita R. Beauregard and the Provincial Treasurer, Florence Dorais are hereby authorized and instructed to execute on behalf of the Corporation and under its corporate seal to sign, acknowledge and deliver upon the payment of said purchase price, a deed conveying said premises to said purchaser.



A true copy

ATTEST:

*Rita Macomber*  
Clerk

Essex ss. Recorded Dec. 14, 1972. 1 m. past 10 A.M. #55

**APPENDIX H**  
**QUITCLAIM DEED DATED**  
**12/14/1972 BK: 5933 PG: 573**

STE. CHRETIENNE EDUCATIONAL INSTITUTE INC., a Massachusetts corporation duly established by law and having its usual place of business in Salem, Essex County, Massachusetts

grants to COMMONWEALTH OF MASSACHUSETTS through the Board of Trustees of State Colleges, 65 Franklin Street, Boston, Massachusetts, Authority: St. 1970 Chapter 633 and St. 1971 Chapter 976 with quitclaim covenants in said Salem,

the land and buildings located at #8 Harrison Road, shown on a plan "Land of STE. CHRETIENNE EDUCATIONAL INSTITUTE INC., Harrison Road, Scale 1" = 40', Dec. 1971, Edwin T. Brudynski, Reg. Sur., recorded herewith and bounded and described as follows:

SOUTHEASTERLY by Harrison Road, as shown on said plan, 86.53 feet;

SOUTHWESTERLY on two courses by land of Ste. Chretienne Educational Institute, Inc., as shown on said plan, 20 feet and 146.97 feet;

NORTHWESTERLY by land of Ste. Chretienne Educational Institute Inc., as shown on said plan, 61.14 feet;

NORTHEASTERLY by land of Ste. Chretienne Educational Institute, Inc., as shown on said plan, 31.63 feet; and again

NORTHEASTERLY but more easterly by land of Gray, as shown on said plan, 143.83 feet.

Containing 13,188 square feet more or less, according to said plan.

Being a portion of the premises described in deed recorded with said Registry of Deeds, Book 3191, Page 505 and confirmed in Book 5264, Page 368.

These premises are conveyed subject to a life estate to William J. Laforge and to Marie Jeanne Laforge, by instrument dated this day and recorded herewith.

The consideration for this deed is part of the consideration set forth in a deed running from the same grantor to the same grantee recorded herewith.

IN WITNESS WHEREOF, the said STE. CHRETIENNE EDUCATIONAL INSTITUTE, INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Anita R. Beauregard, its President and Florence Dorais, its Provincial Treasurer herein duly authorized this 14th day of December in the year one thousand nine hundred and seventy-two.

Signed and sealed in the presence of

Janet Frazee

STE. CHRETIENNE EDUCATION INSTITUTE INC.

By Anita R. Beauregard  
President

Florence S. Dorais  
Provincial Treasurer

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

December 14, 1972

Then personally appeared the above named Anita R. Beauregard and Florence Dorais and acknowledged the foregoing instrument to be the free act and deed of the STE. CHRETIENNE EDUCATIONAL INSTITUTE, INC.

before me,

Janet Frazee  
Notary Public

My Commission expires November 19, 1976

BK 5933 PG 574

VOTE

At a Special Meeting of the Board of Directors of STE. CHRETIENNE EDUCATIONAL INSTITUTE, INC., held at the office of the Corporation at #262 Loring Avenue, Salem, Massachusetts on December 8, 1972, at 10:00 o'clock in the forenoon all the directors being present and voting the following vote was unanimously adopted:

VOTED: That the Corporation, STE. CHRETIENNE EDUCATIONAL INSTITUTE, INC., sell to the COMMONWEALTH OF MASSACHUSETTS through the Board of Trustees of State Colleges, 65 Franklin Street, Boston, Massachusetts, Authority: St. 1970 Chapter 633 and St. 1971 Chapter 976 its land and buildings located at #8 Harrison Road, Salem, Massachusetts, subject to a life estate to William J. Laforge and to Marie Jeanne Laforge husband and wife, and to the survivor of them as joint tenants, the price therefor being part of the purchase price set forth in a deed between the same seller and the same purchaser to be simultaneously recorded herewith and that the President, Anita R. Beauregard and the Provincial Treasurer, Florence Dorais are hereby authorized and instructed to execute on behalf of the Corporation and under its corporate seal to sign, acknowledge and deliver such a deed.



A true copy

ATTEST:

*Anita R. Beauregard*  
Clerk

Essex ss. Recorded Dec. 14, 1972. 1 m. past 10 A.M. #54



**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 262 Loring Avenue and parcels numbered 8, 11 and 20-32 Harrison Road, Salem, Massachusetts (the "Land") 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 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

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

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

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

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

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

1. REFERENCE DATA

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

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

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

Licensed Premises: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permitted Uses: As described in Section 3 and Ex. B.

Term of License: From: \_\_\_\_\_ To: \_\_\_\_\_

Consideration to be Paid by Licensee: Reports defined in Section 3 below.

## 2. LOCATION OF PREMISES

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

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

(Attach plan or diagram showing location of licensed Premises)

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

## 3. PURPOSE AND USE

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

To enable Licensee to enter upon the Premises to perform an environmental site assessment comprised of the work described in the Scope of Work attached to this License as Exhibit B.

In partial consideration for this License, complete originals of all "Reports" (as defined below) shall be provided by Licensee to Licensors for its use and reliance promptly upon their preparation and, at Licensors' sole discretion, may be used and relied upon by and distributed by Licensors to any other state agencies and authorities and to

\_\_\_\_\_. As used in this License, "Report" shall mean and include any and all documentation relating to the Permitted Uses under this License, whether produced by Licensee, or any of its contractors, agents, employees, representatives or invitees or by any other person or entity for Licensee, including without limitation, any reports, letters or memoranda produced under the Scope of Work, any test data, and any inspection reports. Nothing in this License shall be construed for any purpose to create an agency or joint venture relationship between Licensors and Licensee.



#### 4. CONDITION OF PREMISES

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

#### 5. TERM

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

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

#### 6. HOURS OF OPERATION

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

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

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

#### 7. PERMITS

This License and all rights of Licensee hereunder are specifically dependent upon the issuance to the Licensee and its contractors, agents, employees, representatives and invitees of all permits, licenses and approvals required to undertake the Permitted Uses at the Premises in accordance with all applicable laws, regulations and governmental requirements, from those governmental authorities having jurisdiction. It shall be the responsibility of Licensee to obtain any such permits, licenses and approvals, at Licensee's sole cost and expense prior to Licensee's undertaking the Permitted Uses. In the event Licensee or its contractors, agents, employees, representatives or invitees is refused any such permit, license or approval, this License shall be immediately null and void, with no further obligations by either party to perform, except for Sections 11, 12, 13 and 14 below. If any such permit, license or approval is revoked, adversely amended or cancelled during the term of this License, it shall be cause for terminating this license immediately as set forth in Section 17(C) hereof.

## 8. ALTERATION OF THE PREMISES

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

## 9. LICENSEE'S EQUIPMENT

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

## 10. UTILITIES

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

## 11. CONDUCT OF LICENSEE

### Non-interference with Licensor's Operations

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

### Compliance With Laws

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

### Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and prior to the expiration of this License or immediately upon termination of this License, Licensee shall restore the Premises to its condition prior to Licensee's undertaking the Permitted Uses. Licensee shall perform the work in the Scope of Work and shall undertake the Permitted Uses in a good professional and workmanlike manner, and shall ensure that the Premises subject to its use are in good order at all times. The Licensee's responsibilities shall include, but not be limited to, the repair of any and all damage to the Premises whether resulting from acts of vandalism or the intentional or negligent acts of the Licensee or others, but excluding damage or breakage caused by employees, agents or invitees of the Licensor. All repairs made by Licensee shall be performed in a manner

satisfactory to Licensors. Licensors shall have the option to make such repairs and restoration for the account of Licensee, in which event Licensee shall reimburse Licensors for any and all costs incurred by Licensors to make such repairs and restoration. Payment shall be made by Licensee within ten (10) business days after written demand by Licensors.

#### Security

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

#### Cost of Operations

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

#### Operations Limited to Permitted Uses

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

#### Hazardous Materials

Without limiting any of Licensee's obligations under this or any other Section of this License, Licensee agrees that it shall not cause any hazardous materials to be used, generated, stored or disposed of on, under or about, or transported to, from or through the Premises, except for soil, groundwater or any other material originating on the Premises and removed from the Premises by Licensee as required for the Permitted Uses (e.g., drill cuttings and soil samples). Licensee assumes full liability and responsibility for such soil, groundwater or other material removed from and not replaced on the Premises including, but not limited to, responsibility for ensuring that the handling, treatment, transport, storage and/or disposal of these materials is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements.

If Licensee's use of the Premises results in the need for a response action under applicable environmental laws, the Licensee shall give immediate telephone notice to Licensors by calling the General Counsel at 727-4050. Without limiting any other provision of this License, completion of any such response action shall be the sole responsibility of the 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 the Licensors unless an emergency situation exists and approval cannot be obtained. Licensors 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 Licensors.

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

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

#### Surrender of Premises

Upon the expiration or earlier termination of this License, Licensee shall immediately vacate and surrender the Premises to Licenser. Licensee also shall remove all of its property from the Premises and restore the Premises to the condition the Premises were in at the commencement of this License, reasonable wear and tear excepted, and, subject further, to any obligation Licensee may have hereunder to make repairs or improvements to the Premises. Upon agreement of the parties, Licensee may abandon all or part of its property in place. In the event any of Licensee's personal property remains on the Premises after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by Licenser without any compensation to Licensee, or may be removed and either stored or disposed of by Licenser at the sole cost and expense of Licensee.

#### 12. INDEMNIFICATION

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

### 13. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the 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 Premises or used in connection with Permitted Uses or, without derogating from Section 3, any other uses of the Premises by any one other than Licensors and its contractors, agents, employees and representatives. Without limiting the foregoing, Licensors shall have no liability to Licensee for any injury, loss or damage caused by any act of Licensee's invitees or members of the general public.

### 14. INSURANCE

Without in any way limiting Licensee's liability hereunder, Licensee shall, or shall cause its subcontractors to, obtain and maintain during the full term of this License and for a reasonable time thereafter at least equaling any applicable statute of limitations period where necessary to provide coverage for claims asserted based on events occurring during the term of this License, at its sole cost and expense, the following insurance in form and with underwriters satisfactory to the Licensors:

A. Comprehensive public liability insurance insuring the Licensee against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon or about the Premises. Such insurance shall be written on an occurrence basis to afford protection in the amount of not less than three million dollars \$3,000,000 combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring the performance by Licensee of the indemnity agreement set forth in Section 12 of this License.

B. Automobile Bodily Injury and Property Damage Liability Insurance in an amount not less than the compulsory coverage required in Massachusetts. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the activities under this License. The limits of liability of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence for Property Damage and two million dollars (\$2,000,000) combined single limit.

C. Workers compensation insurance, including occupational disease benefits, covering Licensee's employees upon the Premises in such amounts as are required by law.

D. Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease.

E. Professional/Environmental Impairment Liability Insurance including coverage for environmental contamination, bodily injury and/or property damage arising out of acts, errors and omissions of Licensee or its contractors, employees or agents in the performance of the



Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of one million dollars (\$1,000,000) for each claim and three million dollars (\$3,000,000) in the aggregate. Coverage includes, without limitation, claims based upon or arising out of underground storage tanks. Notwithstanding any contrary provisions of the first paragraph of this Section 14, said Professional/Environmental Impairment Liability Insurance may be written on a "claims made" basis provided that the insurance coverage is maintained during the full term of this License and for a reasonable time thereafter at least equaling any applicable statute of limitations period, as necessary to provide coverage for claims asserted arising from or based on events occurring during the term of the License.

F. Such other types of insurance and in such amounts as 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 Premises without obtaining, in each instance, the prior written consent of Licensor, which consent may be withheld for any reason or for no reason, or granted upon such conditions as Licensor shall determine, all in its sole discretion.

## 16. RIGHTS OF LICENSOR AND AGENCY TO ENTER

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

## 17. TERMINATION

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

A. Without Cause. Either Licensee or 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 the interest of Licensor or the Commonwealth of Massachusetts in the 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 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 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 Premises, or any interest in real property. This license creates only a revokable 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 qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Licensee, nor shall Licensee deny any person access to the 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 (including, without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested. Such notices shall be sent or addressed to Licensor and Licensee at the addresses set forth in Section 1. Licensor or Licensee may, by notice given hereunder, at any time and from time to time, designate a different address or "FAX" number to which notices shall be sent. Notices served as aforesaid shall be deemed given for all purposes (i) on the date shown on the receipt for such delivery or (ii) as of the date such notice was sent in the event notice is given by "FAX" or if delivery is refused or acceptance could not be obtained.

## 21. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

This License is to take effect as a sealed instrument.

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

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

**AGREED AND ACCEPTED**

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



## APPENDIX K

### Imagine Salem: Community Visioning for 2026

Find further information at

<https://imaginesalem.org/>


**APPENDIX L**  
**MASSACHUSETTS HISTORICAL COMMISSION:**  
**MEMORANDUM OF AGREEMENT**  
**DATED JANUARY 25, 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:** January 25, 2022

**RE:** Salem State University Surplus Property, Alumni Hall and Loring Villa/Convent Saint  
Chrietienne, 262 Loring Avenue, 8 Harrison Road, 11, 20-32 Harrison Road, Salem, MA;  
MHC# RC-70078

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): Salem Historical Commission  
Historic Salem, Inc.



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MASSACHUSETTS HISTORICAL COMMISSION AND  
THE MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE,  
REGARDING DISPOSITION OF THE SALEM STATE UNIVERSITY SOUTH CAMPUS,  
SALEM, MASSACHUSETTS**

WHEREAS, the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) is authorized by Chapter 145 of the Acts of 2020 to enter into a disposition process to redevelop the approximately 22.35+/-acre Salem State University (SSU) south campus (Site) located in the City of Salem, MA (City); and

WHEREAS, DCAMM has the right, in consultation with the President of SSU, to use appropriate competitive bidding processes to dispose of the Site; and

WHEREAS, the Site contains four (4) structures associated with the Loring Villa – Convent Saint Chretienne: the Loring Villa (SAL.4316), the Saint Chretienne Convent Chapel (SAL.4319), the Saint Chretienne Convent (SAL.4318), and the Saint Chretienne Parochial School (SAL.4317) (together, the Buildings); and

WHEREAS, the Buildings have been determined to meet the criteria for eligibility for listing in the National Register of Historic Places as contributing elements to a potential historic district, Loring Villa – Convent Saint Chretienne (SAL.GJ), and

WHEREAS, DCAMM is preparing to issue a Request for Proposals (RFP) for the disposition 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 Massachusetts Historical Commission (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; the transfer or sale of a State Register property without adequate conditions or restrictions regarding preservation, maintenance, or use constitutes an adverse effect; 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 Buildings in consideration of the mitigation described herein; and

WHEREAS, MHC and DCAMM agree, and the Salem Historical Commission (SHC), and Historic Salem Inc. (HSI) concur, 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, SHC and HSI, as set forth below:

**I. MHC Form A (Area Form)**

A. DCAMM will prepare an updated Form A (Area Form) for the Buildings in accordance with MHC's Standards and Guidelines. The form should include, but not be limited to, the following:

1. Information on the historic and architectural significance of the Buildings, including year of construction and architect; and
2. Description of the condition, physical appearance, architectural style, materials, and any significant changes made to the Buildings since their construction.

## II. Redevelopment of the Buildings

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

1. Preservation of the character-defining features of the Buildings 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 Buildings, the feasibility of preserving character-defining features of portions of the Buildings will be examined and encouraged where feasible.
3. Rehabilitation of the Buildings will be consistent with recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties (hereinafter "the Standards").

## III. Marketing Plan and Request for Proposals

A. Notwithstanding any provisions of this MOA, DCAMM will have full marketing authority for the Site and will make all final marketing decisions. DCAMM will consult with MHC, SHC and HSI on developing a marketing plan for the Site which 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.
3. A schedule for receiving and reviewing submissions in response to the RFP.

B. DCAMM will provide a draft marketing plan to MHC, SHC and HSI. MHC, SHC and HSI will have fourteen (14) days to review and comment on the draft marketing plan. If MHC, SHC or HSI 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, SHC and HSI and will submit a final marketing plan for review. Before implementation, MHC, SHC and HSI will have seven (7) days to review and comment on the portions of the final marketing plan which address issues of historic

preservation. In the event MHC, SHC and HSI 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, SHC and HSI. It is understood that the content of the marketing plan shall not require approval of MHC, SHC or HSI.

- 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, SHC and HSI on developing the RFP which 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. MHC Form A SAL.GJ).
2. References to the MHC and National Park Service websites for additional information on the State and Federal Historic Tax Credit programs.
3. An aerial photograph and parcel map of the Site.
4. 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 Buildings.

- D. DCAMM will provide a confidential draft RFP to MHC, SHC and HSI. MHC, SHC and HSI will have fourteen (14) days to review and comment on those portions of the draft RFP which address issues of historic preservation. Before issuance of the final RFP, MHC, SHC and HSI will have seven (7) days to review and comment on the portions of the final RFP which address issues of historic preservation. In the event MHC, SHC and HSI 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, SHC and HSI. It is understood that the content of the RFP shall not require approval of MHC, SHC and HSI. It is further understood that MHC, SHC and HSI 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 a Bidder's Conference for prospective developers to occur at the midpoint of the marketing effort during which MHC, SHC and HSI 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, SHC and HSI 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, SHC and HSI 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, SHC and HSI.

1. For all sections of the Buildings and 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.

#### IV. 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 Buildings.
- B. If new construction is proposed on previously undisturbed land within the Site, DCAMM shall consult with the MHC to determine if an archaeological survey is required prior to any ground disturbing activities being undertaken on the land.

#### V. Exempted Activities

A. The following construction activities are unlikely to affect what MHC regards as the character-defining attributes of the Buildings 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 II.

#### VI 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 Buildings 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 SHC and HSI.

#### VII Historic Rehabilitation Tax Credits

- A. Rehabilitation of the buildings that contribute to a potential National Register Historic District 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 tax credits.

VIII 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.

Executed as of the date of the last signature below.

DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

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

Carol Gladstone  
Commissioner

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

1/10/2022

MASSACHUSETTS HISTORICAL COMMISSION

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

Brona Simon  
Executive Director

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

1/25/2022

**Concurring Parties**

SALEM HISTORICAL COMMISSION

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

Name: Laurence Spang  
Title: Chair

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

JANUARY 11, 2022

HISTORIC SALEM, INC.

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

Name: Barbara A. Cleary  
Title: Vice President

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

January 11 2022

**APPENDIX M**  
**UPDATED MASSACHUSETTS HISTORICAL**  
**COMMISSION FORM A (SAL.GJ) DATED**  
**FEBRUARY 2022**



# FORM A - AREA

Assessor's Sheets USGS Quad Area Letter Form Numbers in Area

MASSACHUSETTS HISTORICAL COMMISSION  
MASSACHUSETTS ARCHIVES BUILDING  
220 MORRISSEY BOULEVARD  
BOSTON, MASSACHUSETTS 02125

31	Salem	SAL. GJ	SAL.4316, SAL.4317, SAL.4318, SAL.4319
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## Photograph



**Town/City:** Salem

**Place** (*neighborhood or village*): South Salem

**Name of Area:** Salem State South Campus

**Present Use:** State University

**Construction Dates or Period:** ca. 1870-1990

**Overall Condition:** Good

**Major Intrusions and Alterations:** 1990 dormitory complex

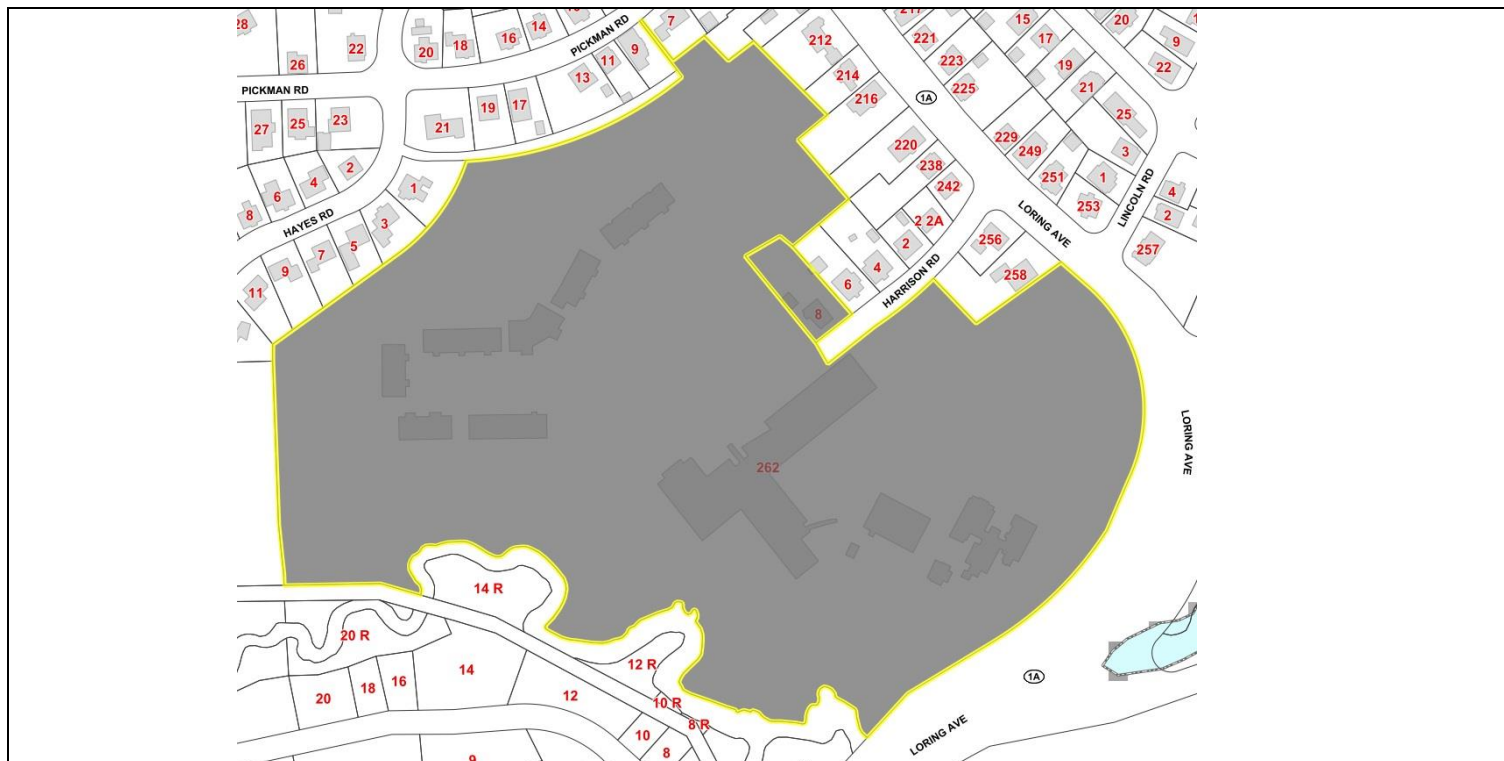
**Acreage:** 22.65 acres

**Recorded by:** Tonya Loveday Merrem

**Organization:** Epsilon Associates, Inc.

**Date** (*month/year*): February 2022

## Locus Map



☒ see continuation sheet

# INVENTORY FORM A CONTINUATION SHEET

SALEM

SALEM STATE SOUTH CAMPUS

MASSACHUSETTS HISTORICAL COMMISSION

Area Letter Form Nos.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

SAL.GJ

SAL.4316, SAL.4317,  
SAL.4318, SAL.4319

- ☒ Recommended for listing in the National Register of Historic Places.  
*If checked, you must attach a completed National Register Criteria Statement form.*

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

## ARCHITECTURAL DESCRIPTION

Describe architectural, structural and landscape features and evaluate in terms of other areas within the community.

The Salem State South Campus consists of two abutting Assessor's parcels in Salem: parcel 31-0001-0 at 262 Loring Avenue and parcel 31-0327-0 at 8 Harrison Road (see Figures 1-2). The 22.35-acre parcel at 262 Loring Avenue was previously surveyed as the Loring Villa – Convent Saint Chrétienne (SAL.GJ), while the 0.3-acre parcel at 8 Harrison Road was included in the Area Form for Pickman Park (SAL.GI). The Salem State South Campus is located in the South Salem section of the city near its borders with Marblehead and Swampscott. Much of the eastern half of the property is bounded by Loring Avenue, a major north-south thoroughfare that connects South Salem to Swampscott to the south. A portion of the area south of the intersection of Loring Avenue and Harrison Road, containing the oldest resources, is set atop a hillside. A strip of open grassy space along Loring Avenue terminates in dense forested land that occupies much of the open space in the southern half of the property. The Forest River Conservation Area, consisting of the Forest River, marshes, and forests, forms a portion of the property's south and west boundaries. To the north along Loring Avenue and Harrison, Hayes, and Pickman roads is the lower section of Pickman Park, an approximately 220-acre residential subdivision developed during the first half of the 20<sup>th</sup> century.

A paved drive leading to the interior of the parcel from Loring Avenue connects to a small surface parking lot to the north of the **Loring Villa**. Connecting drives continue around the **Sainte Chrétienne Academy**, linking to a path featuring concrete stairs with simple metal pipe railings that descends north to the **Sainte Chrétienne Academy High School**. A small surface lot is located on the south side of Harrison Road, which also leads to a vast surface parking lot to the north of the **Sainte Chrétienne Academy High School**. It extends south to a smaller lot behind the school at the southwest corner of the property. Paved pathways provide access to the buildings within the **Bates Residence Complex**.

The Salem State South Campus features buildings and structures that range in date from ca. 1870 to 1990. Resources within the district are described below and are organized in chronological order within each property/Assessor's parcel.

### *8 Harrison Road*

The **Laforge House, 8 Harrison Road** (ca. 1949; Photos 1-2), rises one and one-half stories from a poured concrete foundation to a gable roof clad in asphalt shingles. The exterior is sheathed in clapboards, currently covered with vinyl siding. The gable-front façade (east elevation) is dominated by a full-width enclosed porch with an asphalt shingle hipped roof and a lattice skirt. The porch's continuous band of 1/1 double-hung windows is only interrupted by a central entrance consisting of a paneled wood door with upper lights. The entrance is accessible via a simple wood stair. Other than at the porch, all windows are 6/1 double-hung windows. Two windows are located in the gable wall at the façade and at the rear (west) elevation. The rear elevation also features a shorter window at the first story below which at the basement level is an enclosed projecting entrance with an asphalt shingle-clad gable roof and a paneled wood door. To the north of that at the first story is a metal door with a solid glass panel above, accessible via a metal ramp extending along the building's north elevation from the sidewalk along Harrison Road. The south elevation has a single window and paired windows at the first story, to the west of which is a projecting enclosed portico with an asphalt shingle-clad hipped roof. A door with upper lights is set behind a storm door at the portico's east elevation. Concrete steps with a simple wood railing and metal pipe railing fixed to the building provide access to the door. A window is centered on the portico's south elevation. Gabled dormers with 6/1 windows are centered at the north and south roof slopes. A buff brick chimney rises near the center of the ridge.

# INVENTORY FORM A CONTINUATION SHEET

SALEM

SALEM STATE SOUTH CAMPUS

MASSACHUSETTS HISTORICAL COMMISSION

Area Letter Form Nos.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

SAL.GJ

SAL.4316, SAL.4317,  
SAL.4318, SAL.4319

Set back from the **Laforge House** at the southwest corner of the parcel is the **Laforge Garage, 8 Harrison Road** (ca. 1949; Photos 1-2). The single-story garage rests on a concrete foundation and rises to a gable roof clad in asphalt shingles. It is sided with wood clapboards, currently covered with vinyl siding. Its façade (east elevation) features a modern paneled metal garage door, north of which is a solid paneled wood door. The north and south elevations each feature a 6/1 double-hung wood window while the rear (west) elevation has a narrow 4/1 double-hung window.

## *262 Loring Avenue*

The **Loring Villa, 262 Loring Avenue** (ca. 1870; SAL.4316; Photos 3-8), is a two-story clapboard-clad Italianate dwelling. The main block to the north rests on a granite foundation and rises to a hipped roof with asphalt shingles from which two buff brick chimneys rise. The original rooftop railings were removed by the early 20<sup>th</sup> century. A portion of the foundation at the building's northeast corner is of buff brick, presumably dating to 1916-1918 when the connected **Sainte Chrétienne Chapel** was built. The foundation at the southwest corner of the building appears to have been reinforced with concrete. A two-story rear ell with a gable roof extends south from the main block's east end and features a third buff brick chimney. A two-story flat-roofed ell projects further from the main block's southwest corner. Paired decorative brackets support the overhanging eaves except at rear sections of the building where the eaves do not overhang. The roofline at the façade is interrupted by an arched centered "gable" with a trefoil window. A full-width porch spans the first story of the façade. Its flat roof is supported by decorative chamfered posts and pilasters. The original railings at the center of the porch's roof were removed and replaced at least twice during the second half of the 20<sup>th</sup> century; no railings are extant at present. The original decorative first story wood porch railings were replaced in the late 20<sup>th</sup> century with metal railings that continue along the wood stairs that provide access to the front and west end of the porch. Centered at the first story of the façade is the primary entrance consisting of a paneled wood door flanked by sidelights and topped with a transom. This configuration dates to the late 19<sup>th</sup> or early 20<sup>th</sup> century; the entrance originally consisted of paired paneled wood doors without sidelights. Flanking the entrance at the first story are 2/2 double-hung wood windows. Centered at the second story beneath the trefoil window is a window opening with an elaborate arched hooded crown. This opening was converted to a door in the late 20<sup>th</sup> century but at present features a replacement 6/6 double-hung window beneath a partially infilled arch. Flanking the central window at the second story are 6/6 double-hung windows with rectangular hooded crowns. The west elevation is five bays wide. At the first story, a polygonal bay with a scalloped frieze beneath a projecting low hipped roof is found in the northernmost bay. South of that is a window with a bracketed entablature. Spanning the next three bays is a single-story flat roofed porch with the same decorative posts and pilasters found at the façade. A solid paneled wood door topped with a transom and two windows that differ in size share the central bay at the west elevation's first story. South of that are two additional windows. The northernmost four of the five second story windows are topped with hooded crowns. All windows along the west elevation are 6/6 double-hung except those in the projecting bay which are 1/1 double-hung. The westernmost section of the rear (south) elevation features two first-story windows above which are a window and a solid paneled door with a narrow transom. A simple metal stair with pipe railings provides access to the door. The eastern section of the rear elevation abutting the **Sainte Chrétienne Chapel** features a polygonal bay at the first story resting on a concrete foundation. It has a flat roof with double-hung windows with three-light diamond sash above two lights. A single 6/6 double-hung window is found at the second story. The gable wall has two arched 2/2 double-hung windows. A paved path with metal pipe railings leads to a basement-level entrance at the rear elevation. Single 6/6 double-hung and paired 1/1 double-hung windows are found along the building's east elevation.

Extending along the west side of the paved drive leading from Loring Avenue to the **Loring Villa** is the **Loring Villa Retaining Wall, 262 Loring Avenue** (ca. 1870; Photo 7). Likely constructed at the same time as the dwelling, the wall is of dry-laid fieldstone and rises in height as it approaches the **Loring Villa**. A modern chain link fence lines the retaining wall at present.

Nestled between the **Loring Villa** to the west and the **Sainte Chrétienne Convent** to the east is the Second Empire-style **Sainte Chrétienne Chapel, 262 Loring Avenue** (1916-1918; SAL.4319; Photos 10-14). The buff brick building rises three stories. A sandstone beltcourse runs above the buff brick basement level. Basement level windows across the building are 6/6 double-hung. The northern section of the building at the façade has a slate-clad mansard roof. Behind



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that, the building's slate-clad hipped roof features cross-gables along the east, south, and west elevations. A copper cornice lines the roofline. The five-bay façade is dominated by a projecting central bell tower pavilion topped with a copper-clad convex mansard with gabled dormers featured stained glass and an enclosed cupola. Modified in the late 20<sup>th</sup> century, the cupola historically contained the chapel's bell and was topped with a cross. Beneath the copper entablature supporting the bell tower's roof is a sandstone name plaque that reads "STE CHRETIENNE." The second story of the bell tower is framed by buff brick pilasters. A tripartite window with a sandstone sill and a lintel of soldier bricks is centered at the second story. Windows here had diamond pane upper sash above single light sash. The polygonal first story of central pavilion projects further as a gabled vestibule. A cross originally rose from the ridge. The arched sandstone entrance frame features quoins and rises up the gable to a keystone. Sandstone blocks continue beneath the cornice of the vestibule. Paired doors of vertical paneled wood are topped with an arched transom of three lights. The red brick stairs with metal railings leading the chapel entrance appear to be late 20<sup>th</sup> century replacements. The two bays that flank each side of the central pavilion each have two rectangular windows at the first story with sandstone sills and buff brick soldier lintels. First story windows have double-hung windows with three-light diamond pane upper sash above two lights. Rectangular brick panels are set between first and second story windows. Second story windows at the façade have sandstone sills, arched brick lintels, and a three-light Gothic arch upper sash above two lights. The rear portion of the chapel extending south has seven bays on its east and west sides and is five bays wide at the rear (south) elevation. Centered at each side and rear elevation is a three-bay gable wall dormer with a boarded-up oculus window, flanked by full-height buff brick pilasters. Windows have the same trim and configurations found at the façade except second story windows have been replaced with rectangular 1/1 double-hung windows. An exterior brick chimney rises along the rear section of the east elevation. A reduced height, flat-roofed three-story buff brick addition projects from the rear elevation. Its south elevation has a partially below-grade arched entrance. Upper stories have rectangular windows have sandstone sills and brick soldier lintels and feature double-hung windows with three-light diamond pane upper sash above two lights. Projecting from that is a small single-story shed-roofed addition with asbestos siding and a poured concrete foundation. It has 6/6 double-hung windows and an entrance with a paneled wood door with upper lights on its west elevation. A sign above the door reads "CHILD CARE CENTER OFFICE." Concrete stairs with a simple metal pole railing run behind this likely mid- or late-20<sup>th</sup> century projection.

Extending from the east elevation of the **Sainte Chrétienne Chapel** is the Second Empire-style **Sainte Chrétienne Convent, 262 Loring Avenue** (1916-1918; SAL.4318; Photos 15-18). Constructed at the same time as the convent, it is architecturally similar in regard to form, materials, and detailing. The buff brick convent rises three stories from a brick basement level topped with a sandstone beltcourse. Basement level windows across the building are 6/6 double-hung. The northern end of the roof at the façade is a slate-clad mansard while the rest of the building to the south has a hipped roof. The three-bay façade has a central entrance at the first story framed with cast stone with buff brick inlays, topped with a flat projecting hood supported by brackets. Paired doors of vertical paneled wood are topped with a narrow transom of three lights. Stone steps with simple metal pipe railings provide access to the entrance. Paired windows with sandstone sills and brick soldier lintels flank the entrance bay at the first and second stories of the façade. Windows here and across the building's first and second story are double-hung with three-light diamond pane upper sash above two lights. Buff brick panels vertically separate the first and second story windows. Above the entrance at the second story is a small metal balcony accessed through a paired door opening topped with the same transom found above the main door. The doors to the balcony are framed with sandstone quoins. The mansard at the façade has three gable dormers with paired 6/2 double-hung windows. The northern three bays of the west elevation are visible. The central bay here rises above the cornice to a low arched wall dormer with paired windows between the upper stories. A basement level opening is also found in the center bay. Single windows are found elsewhere along the west elevation. The same gabled dormers located at the façade flank the wall dormer. Four such gabled dormers are regularly spaced at the east elevation, below which are single window openings at stories one and two, in addition to a basement-level entrance. Gabled dormers are also found at the rear (south) elevation, flanking a three-story buff brick projection also featuring a dormer. Fenestration trim and configurations along the rear elevation are consistent with the other elevations.

Flanking the main entrance to the Salem State South Campus from Loring Avenue opposite of Lincoln Road are the **Sainte Chrétienne Entrance Walls, 262 Loring Avenue** (ca. 1916; Photo 19). The mortared fieldstone walls are topped with a thin layer of concrete and slightly slope down from terminating piers with metal pyramidal caps. The southern wall

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extends over 800 feet along Loring Avenue, immediately abutting the edge of the property's forested land. By contrast, the northern wall only extends a few feet along Loring Avenue and terminates with a pair of piers topped with concrete pyramid caps. These piers form the entrance to a short, paved pedestrian path connecting the sidewalk along Loring Avenue to the drive leading to the **Loring Villa**.

Located south of the **Loring Villa** is the **Preschool, 262 Loring Avenue** (ca. 1920; Photos 20-23). The frame dwelling is clad with vinyl siding and rises one and one-half story to a gable roof with a short brick chimney at the center of the ridge. All windows are 1/1 double-hung replacements. The two-bay façade (north elevation) has an off-centered entrance with a modern paneled door with an upper fanlight, set beneath a projecting gabled hood with asphalt shingles. Windows are found to the east of the entrance and in the gable wall at the façade. The west elevation has two windows and a modern door with upper glazing. A window is located at the northern end of the building's east elevation, while the rest of the elevation is covered by a projecting shed-roof addition with an exposed concrete basement. The addition likely dates to the late 20<sup>th</sup> century. Four windows span the addition's east elevation. The addition's north elevation has one window and a modern paneled wood door with lights above and a storm door. The building and two wood pergolas at its northwest corner are surrounded by wood and chain link fencing.

Originally a single-story schoolhouse, two stories were added to the Classical Revival-style **Sainte Chrétienne Academy, 262 Loring Avenue** (1935; addition 1948; SAL.4317; Photos 24-28), in 1948. The buff brick building's flat roof has tar and gravel roofing. Due to the change in grade, much of the buff brick basement level is exposed. Where extant, most basement windows are single and paired 6/6 double-hung windows. Sandstone is used for belt coursing that serves as the lintels for basement-level fenestration. Sandstone belt coursing forms the sills for first-story windows except at the south elevation. The material is also used for first-story window lintels and the sills of second and third-story windows. The five-bay north elevation was the building's original façade before the vertical addition was construction. The central bay originally contained the primary entrance, the sandstone frame of which is still extant, consisting of pilasters supporting an entablature. The doors have been removed and partially infilled with sandstone below paired 3/2 double-hung windows, flanked by sidelights. The original stairs with metal railings remain. Two windows are located in each of the bays immediately next to the entrance. They are double-hung with three-light diamond pane upper sash above two lights. The end bays have groups of five such windows. First-story windows across the building have sash of this configuration and matching trim. Second and third-story windows are slightly recessed and feature groups of three and five stacked hopper sash windows. Stacked hoppers are seen across the building's second and third stories. A low parapet rises from the center of the roofline at the north elevation. A basement-level cornerstone at the east end of the north elevation is carved, "A.D. † 1935." The five-bay east elevation has a central entrance with a sandstone pediment supported by pilasters. A modern metal door with upper glazing is flanked by sidelights with lower panels and is topped with a transom. The remaining bays each contain a single window at each story. A small concrete and wood projection at the basement level has an asphalt-clad, hipped-roof and an entrance with a gable roof. The paneled wood door has lights above and is located next to two horizontal multi-light windows. The rear (south) elevation is also five-bays wide. The first bay from the west features single windows at each story. Next to that is a projecting enclosed stairhall void of fenestration. The third and fourth bays from the west each contain bands of four windows at each story, while the easternmost bay features bands of five windows. An exterior buff brick chimney rises from the roofline between the fourth and fifth bays. Single and grouped windows as well as various entrances with modern metal doors are found at the basement level. Simple metal pipe railings are found at basement-level entrances, include along a ramp that wraps around from the west elevation. The five-bay west elevation is nearly identical to the east elevation. Due to a change in grade, the central entrance at the west elevation is accessible via brick and sandstone stairs. Three sets of paired windows are set within the basement level.

Immediately south of the **Sainte Chrétienne Academy** is the small, single-story **262 Loring Avenue Garage** (ca. 1950; Photo 29). It has a gable roof clad in asphalt shingles and is sided with wood shingles. Its façade (north elevation) features a modern metal garage door, east of which is a modern metal door. Centered within the gable at the façade is a pair of hayloft doors. The other elevations are void of fenestration.

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The Contemporary **Sainte Chrétienne Academy High School, 262 Loring Avenue** (1964; Photos 30-35), consists of six one- and two-story blocks roughly organized in an L shape. Each block is of buff brick with a flat rubber roof. The largest wing to the north at the end of Harrison Road is two stories and rectangular in shape. Its symmetrical north elevation has a central entrance consisting of a modern metal and glass system topped with projecting flat-roofed canopy. Single punched window openings are regularly placed at the first and second stories. The block's east and west elevations are dominated by 13 full-height recessed bays with metal panels dividing the two stories. Windows are grouped into three columns of stacked fixed lights and hopper sash. The two single-story blocks that frame the primary entrance at the building's west elevation have rectangular or square punched window openings. Between them and set back is a two-story block running west to east containing the primary entrance, accessible via concrete steps shielded by a flat metal walkway canopy. The modern metal and glass entrance system spans the full first story. Above that at the second story are tall, narrow punched openings with colorful lights. Punched openings with fixed sash above hoppers are found along this block's north and south elevations. A continuous band of windows is found at the exposed basement level of the block's north elevation. An enclosed pedestrian walkway with a band of windows above metal panels connects the northeast corner of this block to a tunnel leading to the **Sainte Chrétienne Academy**. The building's two-story southernmost block is a largely void of fenestration. A metal entrance is located at its northwest end. A narrow projection from its west end features two full-height curtain walls. Service entrances are located towards the building's southeast corner.

Located at the northwest end of the property, the **Bates Residence Complex, 262 Loring Avenue** (1990; Photos 36-38), is comprised of six four-story dormitory buildings and a one-and-one-half-story common building. The matching residential buildings are either six or nine bays wide. Each has a concrete block first story, red brick second and third stories, and a standing seam metal-clad fourth story with a gable roof and gable wall dormers. Entrance bays are slightly recessed and feature metal panel siding. Entrance porticos have arched, modern metal and glass door systems set within concrete block piers supporting a metal-clad gable. The entrances, wall dormers, concrete window trim with keystones at the second and third stories, and concrete belt coursing below the fourth story recall the Colonial Revival style in a modern interpretation. Windows at principal façades are paired 1/1 double-hung. Also loosely recalling the Colonial Revival style and of the same materials is the common building at the center of the complex. The lower half of its first story is of concrete block while the upper section is of red brick. A concrete block band lines the roofline, above which an asphalt-clad triangular projection with three standing seam metal-clad pediments rises. A large arched window is set within the pediment at the façade (east elevation). The roof also features two square metal-clad projections. Two entrances with paired metal and glazed doors and topped with an arched transom are found at the façade along. Paired windows with concrete block lintels are found across the building. Round piers of alternating red and white concrete support a pergola at the façade.

## HISTORICAL NARRATIVE

*Explain historical development of the area. Discuss how this relates to the historical development of the community.*

The Salem State South Campus is situated in the section of South Salem that was part of a large tract of common land called the Great Pastures through the mid-18<sup>th</sup> century. Today a major thoroughfare, Loring Avenue was laid out in 1666 as the highway to Marblehead and was later renamed Lynn Road. In 1750, a vast 400-acre parcel of the Great Pastures near Salem's borders with Marblehead and Swampscott was conveyed by the proprietors of common lands to Col. Benjamin Pickman (1708-1773). Col. Pickman was a merchant in the West India trade and served as a colonel of the Essex Regiment. A prominent member of Salem's colonial society, Pickman served as a judge and member of the provincial council. The Pickman Farm, as it was called, stayed in the family through Pickman's eldest son, also Col. Benjamin Pickman (1740-1819) and his children with wife Mary Barton Toppan (1744-1817). The second Col. Pickman was a 1759 Harvard College graduate who followed in his father's footsteps as a successful merchant, commandant of the first Essex Regiment, and representative of the provincial assembly. Opposed to the American Revolution, the younger Col. Pickman fled for England at the start of the conflict and his estate is said to have been confiscated. A portion of the estate, seemingly including the Pickman Farm, was later recovered. Federal Census Agricultural Schedules from the 19<sup>th</sup> century shed light on the scale of the farm. In 1860 it consisted of 450 improved acres of land. Livestock



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included 50 milk cows, four oxen, and 40 other cattle, and 300 bushels of corn were produced. The records for 1870 list the farm at 500 improved acres with 60 milk cows, two oxen, and 20 other cattle. That year, 100 bushels of corn were produced.

The farm was subsequently owned by two of Col. Pickman's children, William Pickman (1774-1857) and Love Rawlins Pickman (1786-1865). The siblings passed the farm on to Dr. George Bailey Loring (1817-1891) in 1857. Loring was the husband of their niece, Mary Toppan Pickman (1816-1878), through their late brother Dr. Thomas Pickman (1775-1817). A North Andover native, George B. Loring graduated from Harvard University in 1838 and from its medical department in 1842. He practiced medicine in North Andover and at the marine hospital in Chelsea. In 1849, Loring was appointed commissioner to revise the United States marine hospital system. He moved to Salem in 1851, the same year he and Mary Pickman were married. Loring served as the postmaster from 1853 to 1858. He was a member of the State house of representatives in 1866 and 1867, chairman of the Massachusetts State Republican committee from 1869 to 1876, and served in the State senate from 1873 to 1876. Loring served in the 45<sup>th</sup> and 46<sup>th</sup> Congresses (1877 to 1881) before being appointed Commissioner of Agriculture, a position he held through 1885. From 1889 to 1890, he served as the United States Minister to Portugal.

In Salem, George and Mary Loring resided at 312 Essex Street (no longer extant) with Mary's mother, Sophia Pickman (1786-1862), and by 1861 the family moved to 328 Essex Street (1818; SAL.1539; NRDIS 1973; LHD 1981), the former residences of Mary's uncle and former Pickman Farm co-owner, William Pickman. Despite being a trained surgeon and employed in politics, George B. Loring had an interest in farming. He was a member and officer of the Essex Agricultural Society, a member of the State Board of Agriculture., and in 1864 founded the New England Agricultural Society. Loring enjoyed his summer months at the former Pickman Farm, which was then referred to as the Loring Farm. It is unknown exactly when Loring's namesake **Loring Villa** (ca. 1870; SAL.4316) was constructed on the property but it is first depicted on a map from 1874 (see Figure 3). A wing and a carriage house (no longer extant) originally extended from the dwelling's east elevation. A series of farm buildings (no longer extant) were located on the opposite side of Loring Avenue (outside of the subject property documented in this area form). The **Loring Villa Retaining Wall** (ca. 1870) was likely built at the same as the **Loring Villa** and extends along the drive leading to the dwelling from Loring Avenue. The rest of the farm remained undeveloped. Following Mary Loring's passing in 1878, George B. Loring was remarried to Anna S. Hildreth in 1880. Lynn Road was renamed Loring Avenue in 1881, and about 1884 the **Loring Villa** became the Loring's primary residence.

In 1891, Anna S. Loring assumed ownership of the Loring Farm (see Figures 4-5). As early as that year, discussions were underway with the Olmsted firm of Brookline to develop plans for the subdivision of the estate. Included in correspondences from 1891 to 1907 listed on the National Association of Olmsted Parks site are Henry M. Whitney of Brookline and Alexander S. Porter of Boston. These two gentlemen, along with Kames R. Garret of Lexington, were Trustees the Loring Land Company. The entity was formed with the purpose of purchasing, holding, managing, improving, and selling the Loring Estate and finally formally acquired the property in 1898. From 1904 to 1907, the **Loring Villa** was used as the Loring Villa Private School. Information is limited on the school. Louise Maeder Bray was the head teacher and principal and resided in the home with her husband E. Herbert Bray until 1907.

A second real estate trust, the Pickman Park Realty Company, purchased the former Loring Estate in 1907 with the same mission as the Loring Land Company. The Pickman Park Realty Company was managed by Trustees Robert K. Dickerman of Brookline, Louis L. Hopkins of Manchester, Pennington Gardiner of Brookline, Charles A. Hopkins of Brookline, and William F. Poole of Brookline. The estate was subdivided in 1907 for the Pickman Park residential development. Little of the Olmsted firm's plans for the subdivision appear to have been carried out beyond the curvilinear roads that followed the topography. New residential streets were laid out extending from both sides of Loring Avenue including Harrison, Pickman, and Hayes roads (see Figure 6). A larger approximately seven-acre parcel containing the Loring Villa was carved out and sold to Joseph Alfred Peltier in August 1907 (see Figure 7).

The Rev. Peltier (erroneously spelled Pelletier on the 1911 map in Figure 8) was the first pastor of Sainte Anne's Roman Catholic Church, Salem's fourth canonically independent Catholic parish. It was established in 1901 to serve the city's

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large French-Canadian population employed in local textile mills and leather and shoe factories. The church complex was located less than a mile north of the former Loring Estate in the Castle Hill neighborhood at the intersections of Jefferson Avenue with Story and Cleveland Streets.<sup>1</sup> The Rev. Peltier resided at the church complex and rented out the **Loring Villa** from 1909 to 1914. Directories reveal that tenants were both men and women who generally held blue-collar jobs. Several tenants were from the same families with French surnames.

The Loring Villa became the home of the Sisters of Sainte-Chrétienne in August 1914. The Sisters came to America from France in the summer of 1903 after all primary schools run by nuns were closed in 1902 as a result of the Association Act (1901) which forbade religious orders from teaching anywhere in France without government permission. Originally invited to New York, the Sisters' invitation was reneged. With the support of the Grey Nuns of Montreal, the Sisters of Sainte-Chrétienne received authorization from Archbishop Williams of the Archdiocese of Boston to take over the St. Joseph's School (no longer extant) in Salem. The Grey Nuns had taught at St. Joseph's since 1892 but were forced to recall from the school. The first group of four Sisters to settle in Salem were joined by another 23 Sisters who arrived from France in December 1914, just before classes were to resume in January. They resided at the Convent-Novitiate near the school on Harbor Street, behind the St. Joseph's Church fronting Lafayette Street. The entire St. Joseph's Church complex was destroyed in the Great Salem Fire of June 25, 1914.

Following the fire, the Sisters relocated to the **Loring Villa** in August 1914. The Rev. Peltier formally conveyed the property to the Sisters through the Sainte Chrétienne Educational Institute Incorporated in August 1915. They simultaneously acquired 31 undeveloped lots immediately to the north on the south side of Harrison Street, then still owned by the Trustees of the Loring Realty Company. In October 1915, contracts were awarded for the construction of two new connected buildings attached to the **Loring Villa** for use as a chapel and convent. Plans were drawn in 1916 by the local architectural firm Harmon & Sanderson (see Figures 9-10). The firm was a partnership between William H. Harmon (1855-N/A) and Edward Thornton Sanderson (1875-1960), whom maintained offices at 221 Essex Street where Harmon also managed William H. Harmon & Sons, contractors. Seemingly short-lived, few other known works by the firm have been identified. These include the Colonial Revival residence at 49 Broad Street (1915; SAL.1021) in Salem, an unidentified dwelling in Beverly (1915), a theatre in Danvers (1915), and a cemetery chapel in Littleton, NH. A native of Maine, William H. Harmon moved to Massachusetts in the early 1880s, settling in Beverly by 1905 and initially working independently as an architect in Salem. Edward T. Sanderson was born in New Hampshire. A known early work by the architect is the Haverhill Academy (1896) in Haverhill, NH. He resided in Salem by 1915 and worked there until moving to Wellesley in the early 1920s. His career continued into the 1950s. The architect's focus was on residential architecture, an example being the Charles McCarthy House, 133 South Main Street (ca. 1944; SHR.340) in Sherborn.

Immediately east of the ca. 1870 dwelling was built the **Sainte Chrétienne Chapel** (1916-1918; SAL.4319) and attached to that was the **Sainte Chrétienne Convent** (1916-1918; SAL.4318) (see Figures 11-12). The estimated cost for the buildings was \$40,000. Upon completion in the summer of 1918, the complex housed not only the chapel and convent but also the Sainte Chrétienne Boarding School in the **Loring Villa**. Furthermore, it served as the American headquarters of the sisterhood. Likely built at the same time were the **Sainte Chrétienne Entrance Walls** (ca. 1916) at Loring Avenue opposite of Lincoln Road. Just as the Sainte Chrétienne Boarding School was set to open in September 1918, the Great Influenza epidemic broke out and all schools in Salem were closed. The Sisters swiftly responded and converted their newly enlarged facility into a 60-bed hospital referred to as the "Loring Villa Emergency Hospital." The Sisters of Sainte-Chrétienne worked alongside the Sisters of Charity of the Immaculate Conception Church as nurses. The City of Salem expressed its gratitude to the Sisters by waiving their water bills in perpetuity.

<sup>1</sup> The original church at 290 Jefferson Avenue was lost to a fire in 1982. The present church building on the site opened in 1986. Extant resources within the church complex include the Couvent Sainte Anne, 9 Cleveland Street (1921; SAL.582), the Sainte Anne's School and Auditorium, 11 Cleveland Street (1956-7; the school closed in 1976) which replaced the Parish Hall, and the Sainte Anne Statute, 290 Jefferson Avenue (1986; SAL.946). No longer extant is the Sainte Anne's Parochial School (formerly the Derby School) at Jefferson and Lawrence streets

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From 1918 to 1925, the Sisters taught at both the all-girls Sainte Chrétienne Boarding School at the former Loring Estate and at the grammar school at the Sainte Anne's Church complex. The Sisters also resided at both locations following the construction of the Couvent Sainte Anne, 9 Cleveland Street (1921; SAL.582) in 1921. There were 80 pupils enrolled at the Sainte Chrétienne Boarding School in 1921. In June of that year, the Trustees of the Loring Realty Company conveyed an additional 31 undeveloped parcels to the Sainte Chrétienne Educational Institute Incorporated (block 25 on the 1907 plan in Figure 7). With the arrival of the Sisters of Assumption in 1925, the Sisters of Sainte Chrétienne ceased teaching at Sainte Anne's. Likely constructed in the 1920s was the modest dwelling to the rear (south) of the **Loring Villa**, most recently used as and referred to as the **Preschool** (ca. 1920). Its original use/occupancy could not be determined.

Enrollment at the Sainte Chrétienne Boarding School, renamed the Sainte Chrétienne Academy, continued to climb even during the Great Depression era, during which time it appears to have transitioned to both a boarding school and day school for girls. In response, the **Sainte Chrétienne Academy** (1935; addition 1948; SAL.4317) was built in 1935 to the plans of Salem architect George H. Fanning (1878-1935). Fanning is credited with numerous works in Salem, Danvers, and Peabody including commercial, mixed-use commercial and residential, single-family residential, and multi-family residential buildings, often in the Colonial Revival or Classical Revival styles. As originally constructed, the **Sainte Chrétienne Academy** was a single-story Classical Revival schoolhouse (see Figure 13). A tunnel linking the school to the **Loring Villa** was said to have been used by the Sisters. The school was built by Charles F. Maurais (1868-1946). Born in Quebec, Canada, Maurais moved to Salem in 1883 where he worked as a contractor. Other works by Maurais have not been identified. Two stories were added to the building in 1948 (see Figures 15-16). The addition was designed by architect Raymond (Ray) Joseph Thibedeau (1904-1985). Born in Beverly, Thibedeau resided in Lynn during the first half of his life before moving to Hamilton. He maintained an office in Salem at the time of this commission. Thibedeau's other known works include a combined police and fire station (1957) and library (1960) in Hamilton and a municipal services building in Topsfield (1965-66). The Henry Goudreau Company is said to have constructed the vertical addition to the **Sainte Chrétienne Academy**. Henry A. Goudreau (1913-1985) was a Lynn resident who co-founded and owned the Rev-Lyn Contracting Company of East Boston, a marine contracting company. Other works by the Henry Goudreau Company or the Rev-Lyn Contracting Company have not been identified.

The Sisters acquired two parcels together containing nearly 12-acres of undeveloped land from the Loring Realty Company in August 1939 (see Figure 14). About 1949, the **Laforge House** (ca. 1949) and **Laforge Garage** (ca. 1949) at 8 Harrison Road were constructed. Although built under the ownership of the Sisters of Sainte Chrétienne, the dwelling was occupied by the Laforge family from its construction through the mid-1990s. William Laforge (1901-1977) and Mary Jane Laforge (1902-1995) were French-Canadian newlyweds who moved to Salem from New Brunswick, Canada in 1922. By the mid-1940s, William worked as a janitor. Directories show that he was employed at the newly constructed St. Joseph's Church (1950; no longer extant) by 1957, and in 1959 he was employed at the **Sainte Chrétienne Academy**. The couple's youngest son, Norman, also worked at the school as a janitor in the early 1960s. Around the same time as the development of 8 Harrison Road, two garages were constructed behind the **Sainte Chrétienne Academy**. The westernmost **Garage** (ca. 1950) is extant while that to the east was demolished ca. 2006.

Enrollment in Catholic parochial schools across the state reached its peak in the early 1960s. In response to the school's mid-20<sup>th</sup> century growth, the expansive **Sainte Chrétienne Academy High School** (1964) was constructed in 1964 (see Figures 19-21). The school was designed by architect Oliver W. Fontaine (1900-2000), AIA, of Providence, RI. He began his career working for the firm of his father, Walter Fontaine, eventually becoming a partner in the firm Walter F. Fontaine & Sons alongside his brother, Paul N. Fontaine. The architect worked independently beginning in the late 1930s. Amongst Oliver Fontaine's other known works in Massachusetts are Roman Catholic diocese projects in Lowell, Marlborough, and Boston. The **Sainte Chrétienne Academy High School** provided much-needed space for a gym-auditorium, library, and additional classrooms. It also featured a convent wing and was connected to the earlier **Sainte Chrétienne Academy** via a tunnel. The parking lot for the school was originally limited to a relatively small area forming an extension of Harrison Road. Despite the new high school facility, enrollment rapidly dropped through the late 1960s. Staffing was a major issue as it became increasingly difficult to replace the aging Sisters, and fierce competition emerged in 1959 with the opening of the co-educational Bishop Fenwick High School in Peabody, the largest parochial high school



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on the North Shore. Reduced enrollment coupled with financial difficulties compelled the General Council of Sisters of Sainte Chrétienne in Metz, France to make the decision to close both the high school and elementary school at the end of the 1971 academic year. The Sisters relocated to a retirement facility at the Howe-Frye House, 207 Pleasant Street (ca. 1872; ca. 1925; MRB.696; NRDIS 2001), in Marlborough.

In September 1971, Salem State College announced its request to the Massachusetts Legislature for financing to buy the Sainte Chrétienne property on Loring Avenue for future college expansion. Immediately before selling the complex in December 1972, the Sainte Chrétienne Educational Institute Incorporated conveyed a life estate deed to William and Mary Jane Laforge for the present parcel at 8 Harrison Road, giving the long-time residents the opportunity to remain on the property for the duration of their lives (see Figure 23). The Commonwealth of Massachusetts through the Board of Trustees of State Colleges then acquired the Sainte Chrétienne complex and converted it into the college's South Campus, more than doubling Salem State College's property. The college's new nursing program as well as the business administration and business education departments were slated to open in the **Sainte Chrétienne Academy High School** during the second semester of the 1972-1973 academic year. The **Loring Villa** was converted into the college's Alumni Building (see Figures 24-25).

The seven-building **Bates Residential Complex** at the northwest corner of the property was constructed in 1990. The parking lot to the north of the **Sainte Chrétienne Academy High School** was expanded at that time, necessitating the demolition of the shed at the rear of 8 Harrison Road. The **Laforge House** at 8 Harrison Road continued to be occupied by Mary Jane Laforge until her death in 1995. That and the **Laforge Garage** were subsequently converted for use by Salem State College.

The complex served as the Salem State South Campus until it closed in 2021. At the time of the closure, the **Loring Villa** remained in use as the college's Alumni Building (see Figures 19-20). The **Sainte Chrétienne Academy**, renamed the Academic Building, contained classrooms. The **Preschool** building remained in use as a childcare facility and the **Sainte Chrétienne Chapel** and **Sainte Chrétienne Convent** housed administrative offices. The **Laforge House** served as the Center for International Education. The **Sainte Chrétienne Academy High School**, renamed the Harrington Building, housed the Maguire Meserve College of Health and Human Sciences, the School of Nursing, and the South Campus Gymnasium. The **Sainte Chrétienne Academy High School** is the only building within the area still utilized by the college at present for academic and office use.

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## BIBLIOGRAPHY and/or REFERENCES

*The American Contractor*. Vol. 36, no. 30. July 24, 1915.

The American Institute of Architects Archives. *AIA Historical Directory of American Architects*. Accessed February 15, 2022. <https://aiahistoricaldirectory.atlassian.net/wiki/spaces/AHDAA/overview?homepageld=20644018>.

Ancestry.com. Special Collections: Birth, Marriage & Death Records; U.S. Census Records; and U.S. City Directories.

Historic New England. Nevin and Sanderson Architectural Drawing Collection.  
<https://www.historicnewengland.org/explore/collections-access/capobject/?refd=AR032>.

Massachusetts Archives. Digital Records Repository. Department of Public Safety Division of Inspection Plans, 1988-1987. Available online at: <https://www.sec.state.ma.us/arc/arcdigitalrecords/digitalrecordsidx.htm>.

Massachusetts Historical Commission. Massachusetts Cultural Resource Information System (MACRIS). <http://mhc-macris.net/index.htm>.

Massachusetts Historical Commission. "MHC Reconnaissance Survey Town Report: Salem." 1985.

Mathias, Christopher R., D. Michael Michaud, and Kenneth C. Turino. *Salem in Vintage Postcards*. Charleston, SC: Arcadia Publishing, 1999.

National Association for Olmsted Parks. Olmsted Research Guide Online. <http://ww2.rediscov.com/olmsted>.

Netroline. Historic Aerials. [www.historicaerials.com/viewer](http://www.historicaerials.com/viewer).

Sainte Anne Parish. "Our Parish Story." Accessed November 26, 2021. <https://stannesalem.org/ste-annes-history>.

Sainte Chrétienne Academy. *Victoire*. 1963. <https://www.classmates.com/siteui/yearbooks/4182911493>.

Salem State University. University Archives, Salem State University Archives and Special Collections, Salem, Massachusetts. <https://www.flickr.com/photos/salemstatearchives>.

Sisters of St. Chrétienne. "Saint Chrétienne Annals." Vol. 10, no. 1. Spring 2003.  
<http://www.sistersofstChrétienne.org/Newsletters/SpringAnnals2003FirstEdition.pdf>.

Southern Essex District Registry of Deeds. Recorded land records: bk. 545, pg. 124 (1857); bk. 1544, pg. 553 (1898); bk. 1847, pg. 422 (1906); bk. 1856, pg. 512 (1907); bk. 1881, pg. 240 (1907); bk. 2303, pg. 437 (1915); bk. 2303, pg. 439 (1915); bk. 2490, pg. 340 (1921); bk. 3191, pg. 505 (1939); bk. 3345, pg. 495 (1943); bk. 5264, pg. 359 (1965); bk. 5933, pg. 571-575 (1972).

Southern Essex District Registry of Deeds. Recorded plans: bk. 11, pl. 22 (1895); bk. 16, pl. 18 (1907); bk. 70, pl. 78 (1939); and bk. 104, pl. 38 (1965).

Stella, Jeanne. *Historic Streets of Salem, Massachusetts*. Charleston, SC: Arcadia Publishing, 2020.

United States Department of the Interior, National Park Service, Frederick Law Olmsted National Historic Site, Olmsted Archives. [https://www.flickr.com/photos/olmsted\\_archives/albums/72157679469083415](https://www.flickr.com/photos/olmsted_archives/albums/72157679469083415)

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SAL.4318, SAL.4319

---

United States House of Representatives. "Loring, George Bailey." Accessed December 2, 2021.  
<https://history.house.gov/People/Detail/17148>.

## Maps & Atlases

Hopkins, G. M. & Company. *Atlas of the City of Salem, Massachusetts*. Atlas. Philadelphia, PA: G. M. Hopkins & Company, 1874.

Richards, L. J. & Company. *Atlas of the City of Salem, Massachusetts, Including Also the Towns of Marblehead, Peabody and Danvers*. Atlas. Springfield, MA: L. J. Richards & Company, 1897.

Walker Lithograph & Publishing Company. *Atlas of the City of Salem, Massachusetts*. Atlas. Boston, MA: Walker Lithograph & Publishing Company, 1911.

## News Articles

Callahan, William R. *Archbishop to Dedicate New School at Salem*. The Boston Globe. December 28, 1956.

*Centenary of First Public Mass at Salem Impressively Observed*. The Boston Globe. October 17, 1921.

*Home for French Catholic Sisters*. The Boston Evening Transcript. October 11, 1915.

*Salem parochial school to close*. The Boston Globe. May 3, 1971.

*Salem State buys 2d campus for \$3.65m*. The Boston Globe. November 17, 1972.

*Salem State seeks \$3m for new expansion site*. The Boston Globe. September 17, 1971.



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Photo #	Street Name	Street #	MHC #	Resource Name	Date(s)	Style	Architect(s) / Builder	Resource Type*
1-2	Harrison Road	8		Laforge House	Ca. 1949	No style		B
1-2	Harrison Road	8		Laforge Garage	Ca. 1949	No style		B
3-8	Loring Avenue	262	SAL.4316	Loring Villa	Ca.1870	Italianate		B
9	Loring Avenue	262		Loring Villa Retaining Wall	Ca. 1870	No style		St
10-14	Loring Avenue	262	SAL.4319	Sainte Chrétienne Chapel	1916-1918	Second Empire	Harmon & Sanderson	B
15-18	Loring Avenue	262	SAL.4318	Sainte Chrétienne Convent	1916-1918	Second Empire	Harmon & Sanderson	B
19	Loring Avenue	262		Sainte Chrétienne Entrance Walls	Ca. 1916	No style		St
20-23	Loring Avenue	262		Preschool	Ca. 1920	No style		B
24-28	Loring Avenue	262	SAL.4317	Sainte Chrétienne Academy	1935; addition 1948	Classical Revival	George H. Fanning (1935 architect); Charles F. Maurais (1935 builder); Ray Thibedeau (1948 architect); Henry Goudreau Company (1948 builder)	B
29	Loring Avenue	262		262 Loring Avenue Garage	Ca. 1950	No style		B
30-35	Loring Avenue	262		Sainte Chrétienne Academy High School	1964	Contemporary	Oliver W. Fontaine	B
36-38	Loring Avenue	262		Bates Residence Complex	1990	Colonial Revival		B

\*Resource Types: B = Building; St = Structure

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## PHOTOS



Photo 1. The façade (east elevation) and south elevation of the **Laforge House** and the partial façade of (east elevation) of the **Laforge Garage** at 8 Harrison Road.



Photo 2. The rear (west) and partial north elevations of the **Laforge House** and the rear (west) and north elevations of the **Laforge Garage** at 8 Harrison Road.

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Photo 3. The façade (north elevation) of the **Loring Villa** at 262 Loring Avenue, view southwest.



Photo 4. Façade and west elevation of the **Loring Villa** at 262 Loring Avenue, view southeast.



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Photo 5. West and partial rear (south) elevations of the **Loring Villa** at 262 Loring Avenue, view northeast.



Photo 6. Partial rear elevation of the **Loring Villa** showing its connection to the **Sainte Chrétienne Chapel** (right), view northeast.

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Photo 7. Interior stair within the **Loring Villa** at second floor landing.



Photo 8. Typical second floor bedroom within the **Loring Villa**.



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Photo 9. The **Loring Villa Retaining Wall** at 262 Loring Avenue, view southeast.



Photo 10. Façade (north elevation) of the **Sainte Chrétienne Chapel** at 262 Loring Avenue, showing its connection to the **Loring Villa** (right) and **Sainte Chrétienne Convent** (left), view southwest.



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Photo 11. Partial west elevation of the **Sainte Chrétienne Chapel** at 262 Loring Avenue, view southeast.



Photo 12. Rear (south) elevation of the **Sainte Chrétienne Chapel**, 262 Loring Avenue, view north.

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Photo 13. Interior view of the **Sainte Chrétienne Chapel**.

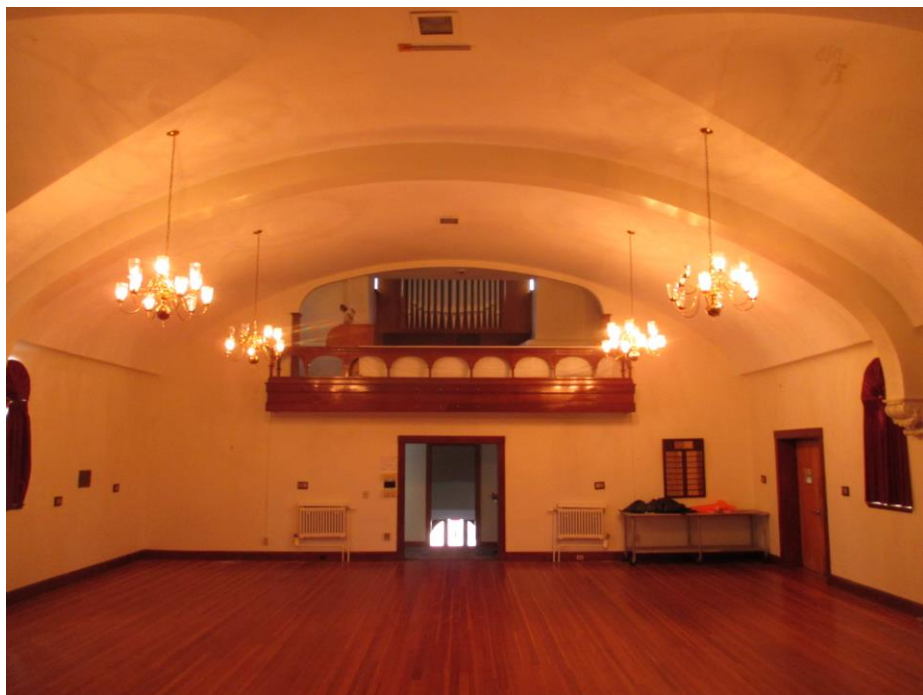


Photo 14. Interior view of the **Sainte Chrétienne Chapel**.



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Photo 15. Façade (north elevation) of the **Sainte Chrétienne Convent** at 262 Loring Avenue, view southwest.



Photo 16. Partial east elevation of the **Sainte Chrétienne Convent** at 262 Loring Avenue, view northwest.



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Photo 17. Interior stair at second floor landing within the **Sainte Chrétienne Convent**.



Photo 18. Typical third floor bedroom within the **Sainte Chrétienne Convent**.

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Photo 19. The **Sainte Chrétienne Entrance Walls** at entrance to 262 Loring Avenue opposite of Lincoln Road, view south.



Photo 20. Façade (north elevation) of the **Preschool** at 262 Loring Avenue, view southwest.



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Photo 21. East elevation and partial façade of the **Preschool** at 262 Loring Avenue, view west.



Photo 22. West elevation of the **Preschool** at 262 Loring Avenue, view southeast.



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Photo 23. Interior of the **Preschool**.



Photo 24. The north and east elevations of the **Sainte Chrétienne Academy** at 262 Loring Avenue, view southwest.

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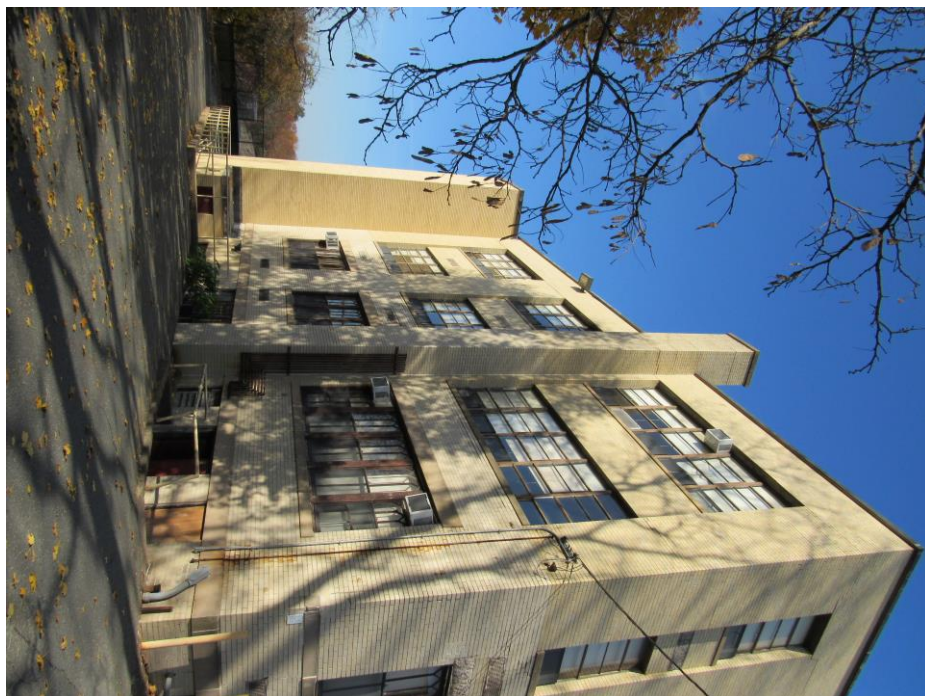


Photo 25. South elevation of the **Sainte Chrétienne Academy** at 262 Loring Avenue, view northwest.



Photo 26. West elevation of the **Sainte Chrétienne Academy** at 262 Loring Avenue, view east.



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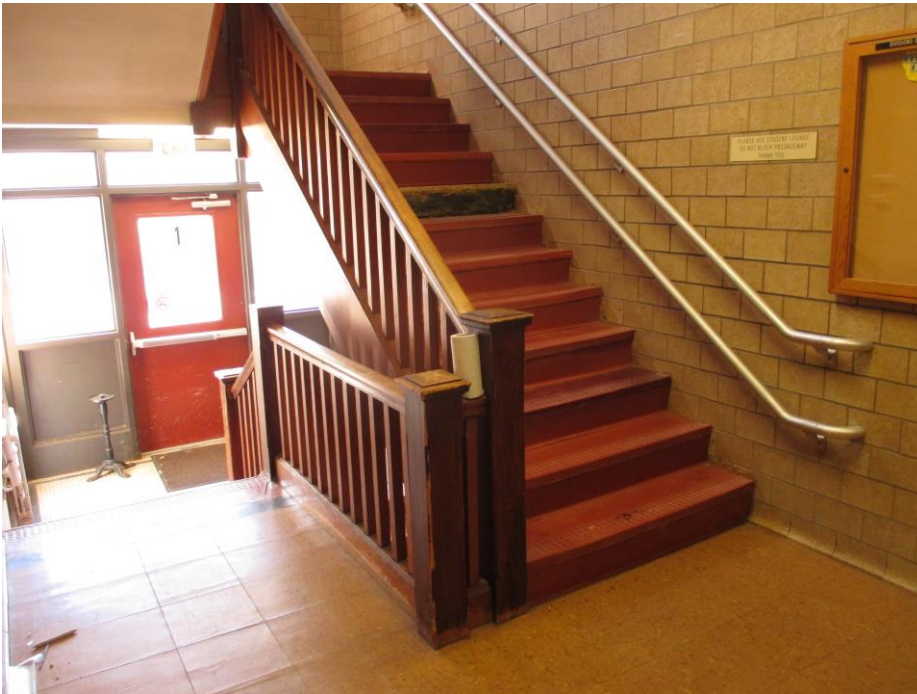


Photo 27. Interior stair at first floor within the **Sainte Chrétienne Academy**.



Photo 28. Typical classroom within the **Sainte Chrétienne Academy**.



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Photo 29. North and west elevations of the **262 Loring Avenue Garage**, view southeast.



Photo 30. Partial façade (west elevation) of the **Sainte Chrétienne Academy High School** at 262 Loring Avenue, view east.

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Photo 31. Partial east elevation of the **Sainte Chrétienne Academy High School** at 262 Loring Avenue, view north.



Photo 32. View of the enclosed pedestrian walkway extending west from the **Sainte Chrétienne Academy High School** at 262 Loring Avenue, view southeast.



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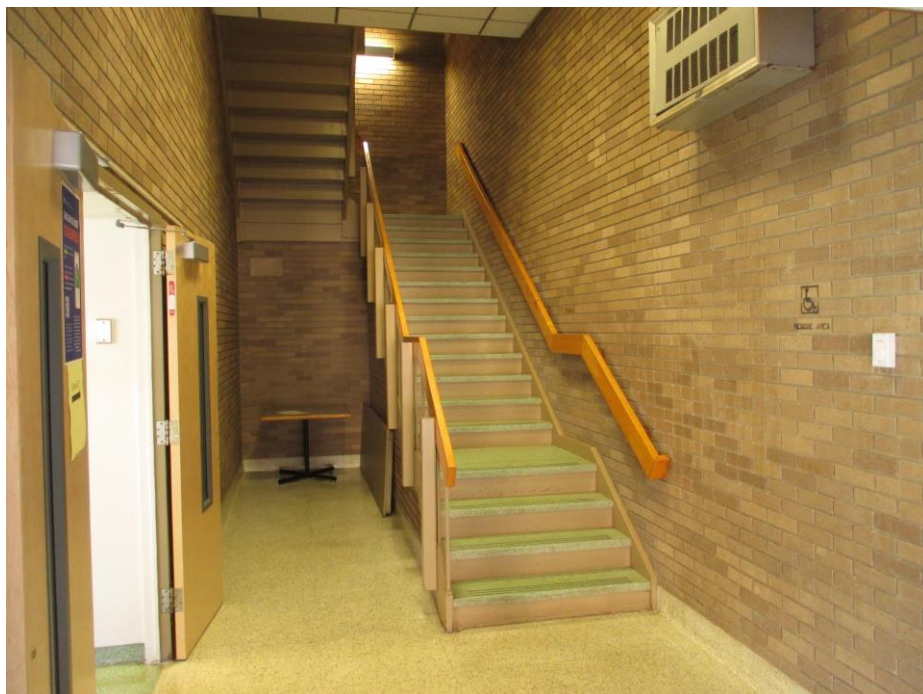


Photo 33. Typical interior stair within the **Sainte Chrétienne Academy High School**.



Photo 34. Gymnasium within the **Sainte Chrétienne Academy High School**.



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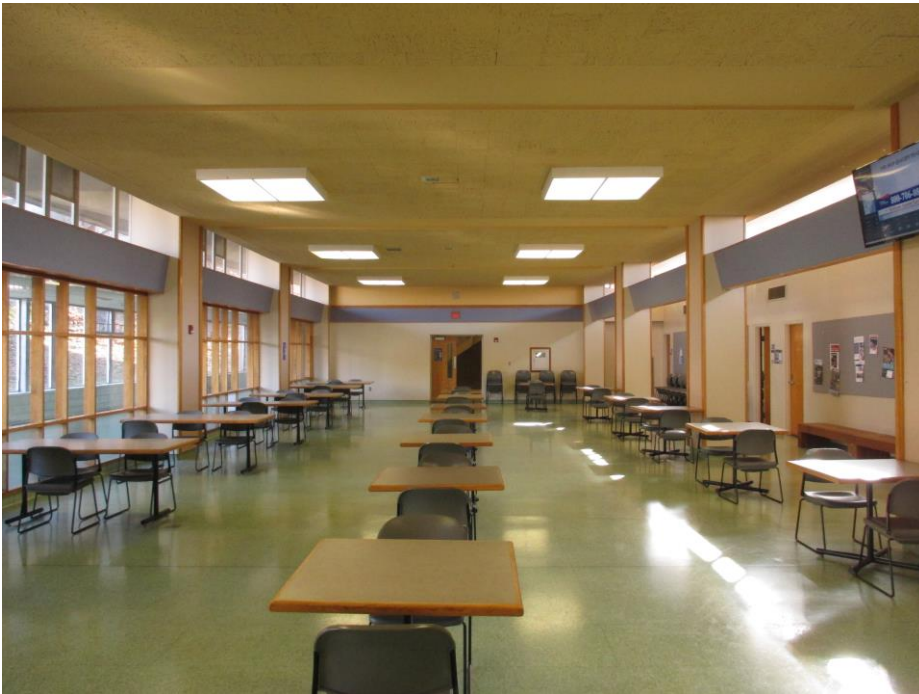


Photo 35. Cafeteria within the **Sainte Chrétienne Academy High School**.



Photo 36. Select dormitory buildings within the **Bates Residence Complex** at 262 Loring Avenue, view west.

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Photo 37. Façade (south elevation) of the common building within the **Bates Residence Complex** at 262 Loring Avenue, view north.



Photo 38. Typical dormitory room within the **Bates Residence Complex**.



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## FIGURES

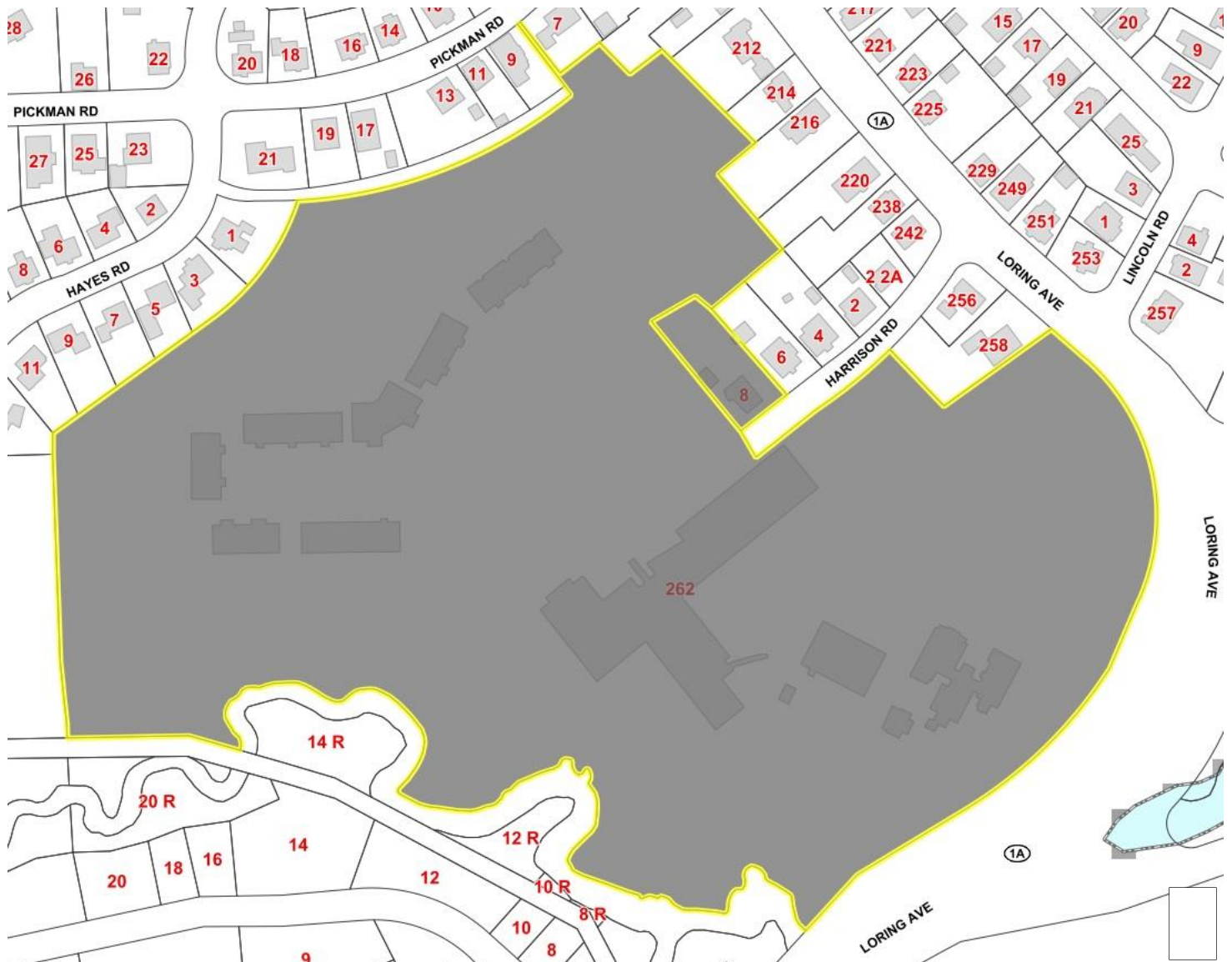


Figure 1. Assessor's map showing the boundaries of the two parcels that comprise the Salem State South Campus, 262 Loring Avenue and 8 Harrison Road, and the footprints of buildings within the area.



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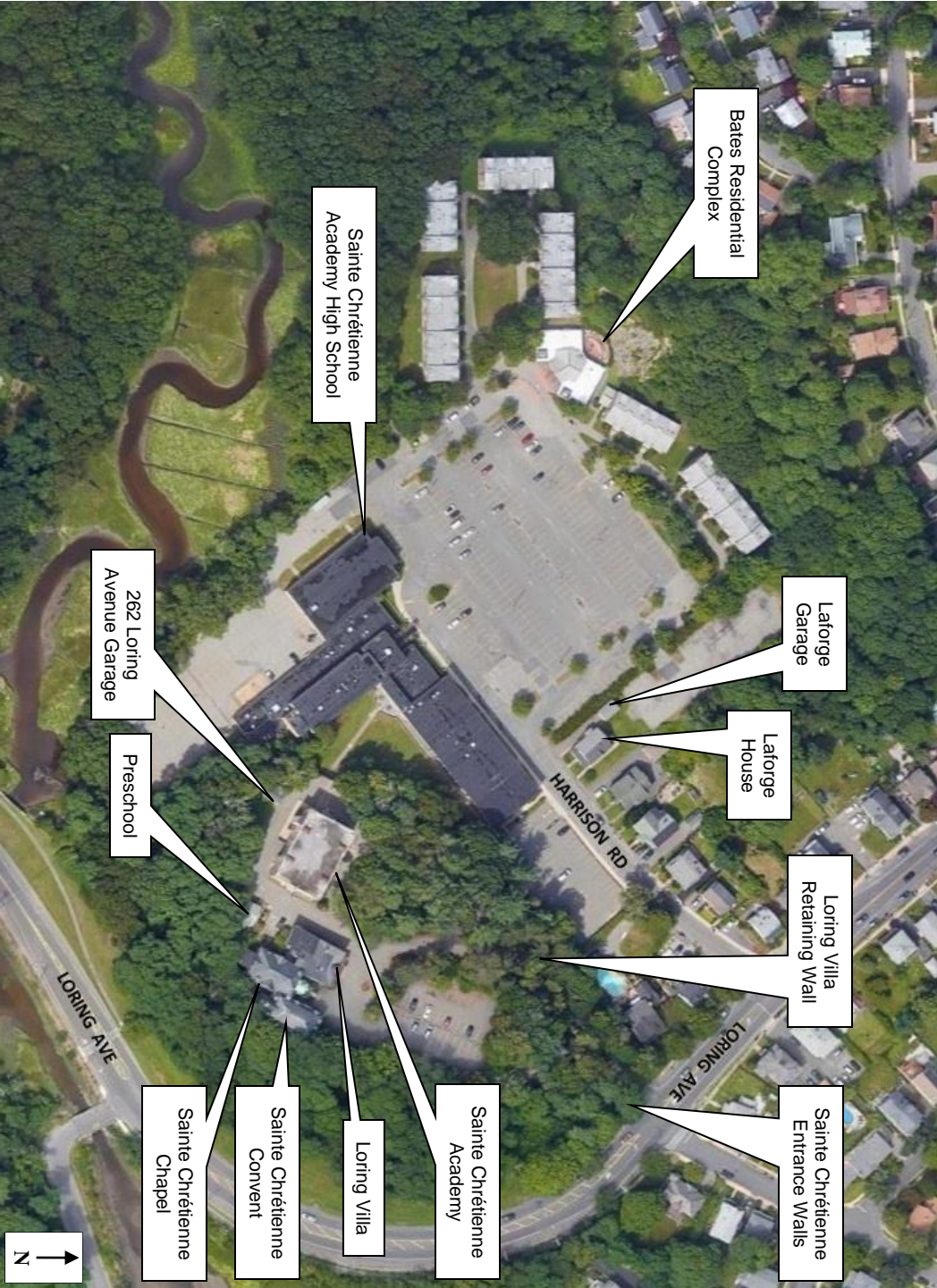


Figure 2. Aerial photograph of the Salem State South Campus, 262 Loring Avenue and 8 Harrison Road. Resources within the area are labeled.

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SALEM STATE SOUTH CAMPUS

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area Letter Form Nos.

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SAL.4318, SAL.4319

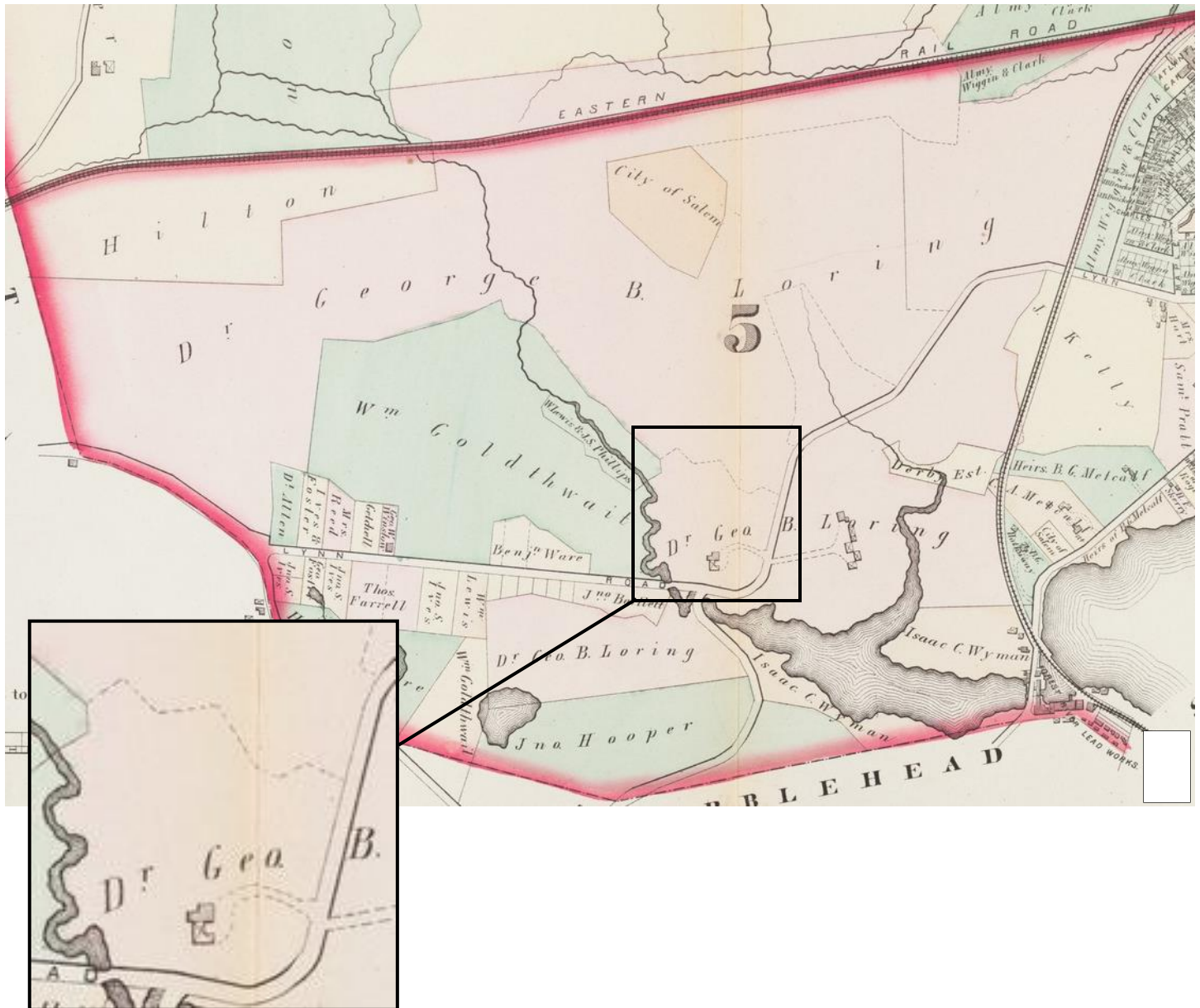


Figure 3. 1874 atlas showing the expansive Loring Farm. The approximate area today containing the Salem State South Campus area at 262 Loring Avenue is enlarged. The ca. 1870 **Loring Villa** is depicted. Source: G. M. Hopkins & Company, *Atlas of the City of Salem, Massachusetts* (Philadelphia, PA: G. M. Hopkins & Company, 1870), plate N.

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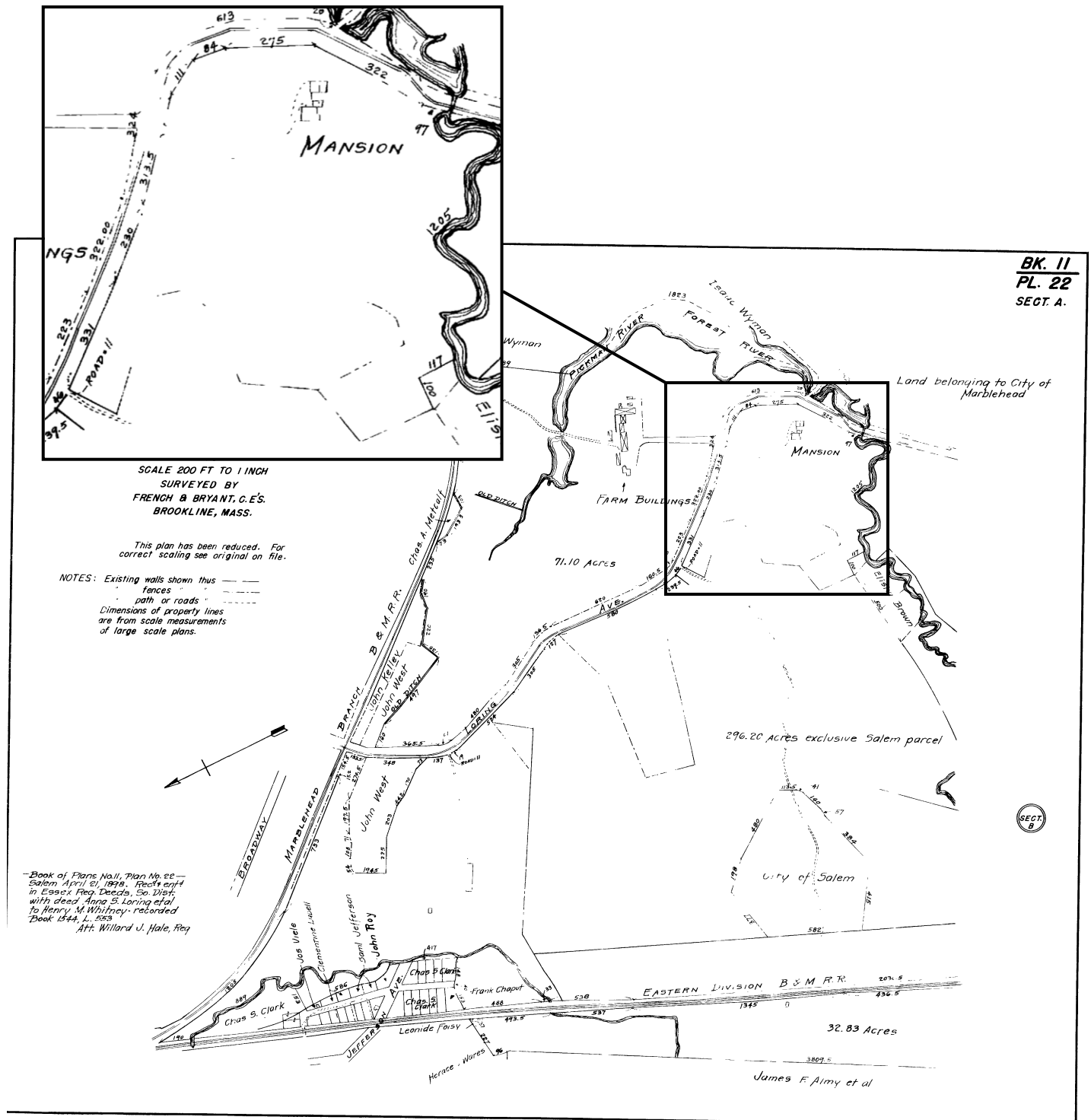


Figure 4. 1895 plan of the eastern portion of the Loring Estate. The approximate area today containing the Salem State South Campus area at 262 Loring Avenue is enlarged. The ca. 1870 **Loring Villa** (labeled "Mansion") with its 1880s addition is depicted. Source: Southern Essex District Registry of Deeds, recorded plans bk. 11, pl. 22, section A (1895).



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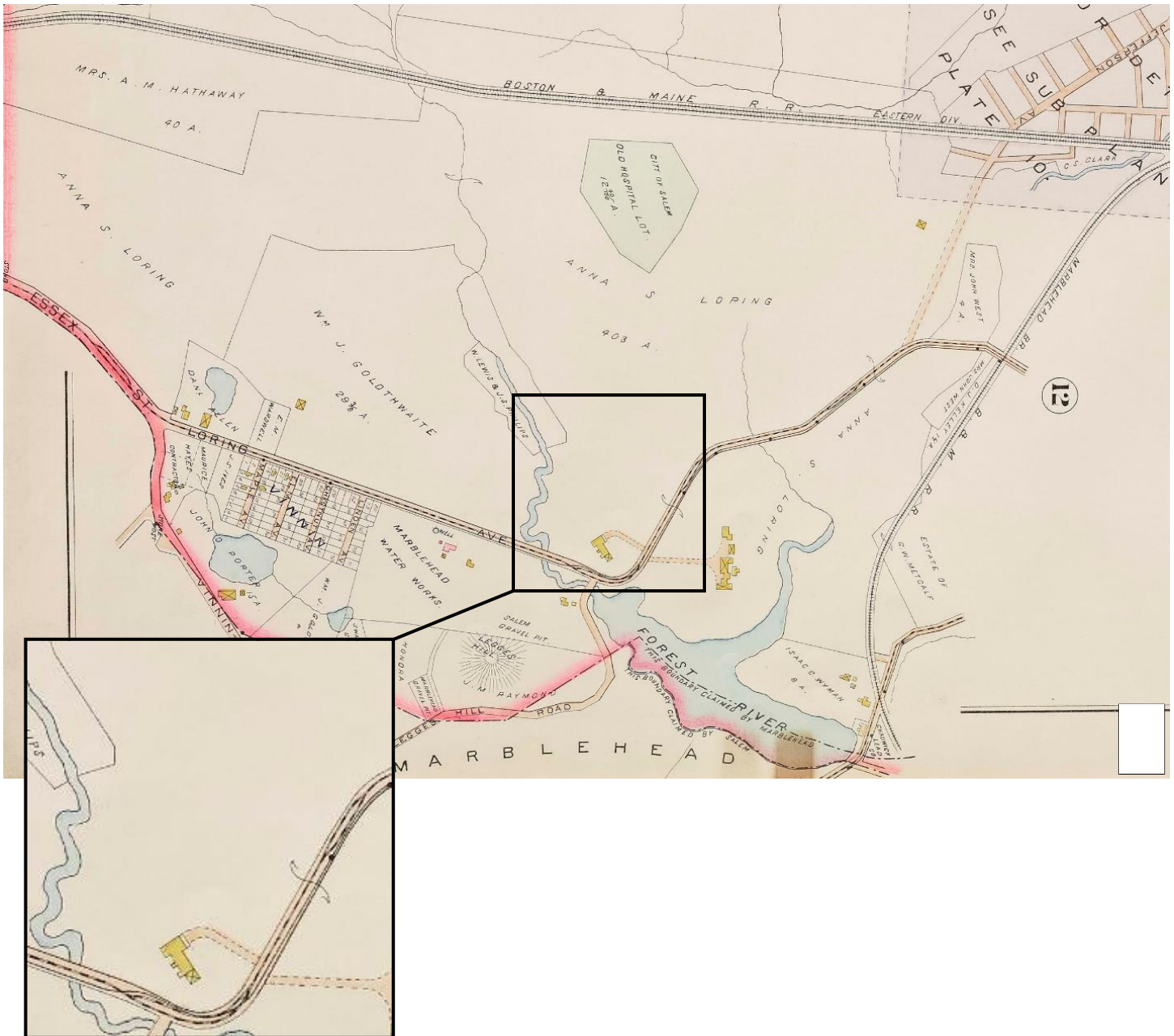


Figure 5. 1897 atlas showing the Loring Estate under the ownership of Anna S. Loring. The approximate area today containing the Salem State South Campus area at 262 Loring Avenue is enlarged. Source: L. J. Richards & Company, *Atlas of the City of Salem, Massachusetts, Including Also the Towns of Marblehead, Peabody and Danvers* (Springfield, MA: L. J. Richards & Company, 1897), plate 13.

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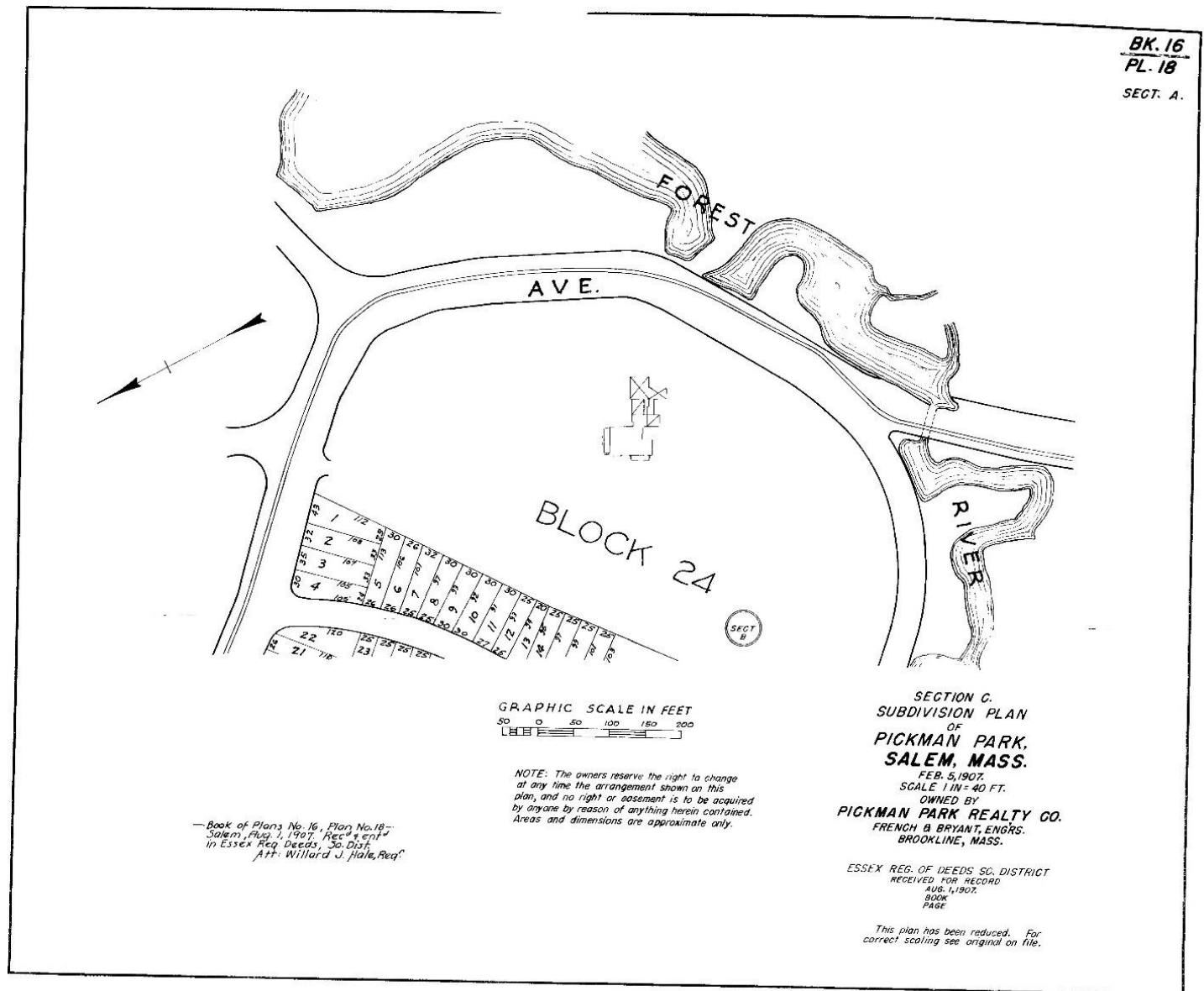


Figure 6. The first section of the 1907 plan showing the **Loring Villa** on its newly subdivided lot. Source: Southern Essex District Registry of Deeds, recorded plans bk. 16, pl. 18, section A (1907).

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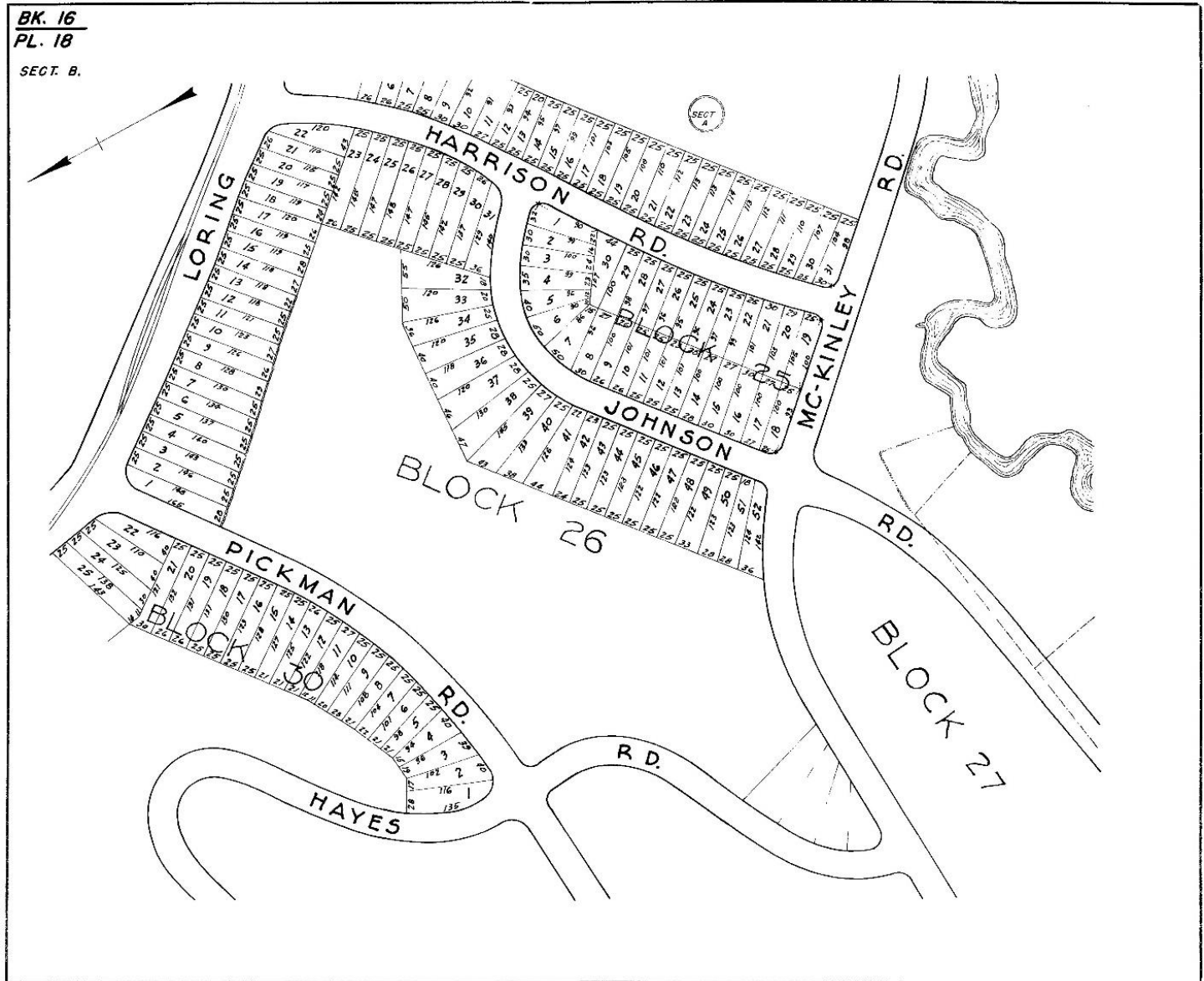


Figure 7. The second section of the 1907 plan showing the proposed streets and subdivided lots to the north and west of the **Loring Villa** parcel. Source: Southern Essex District Registry of Deeds, recorded plans bk. 16, pl. 18, section B (1907).



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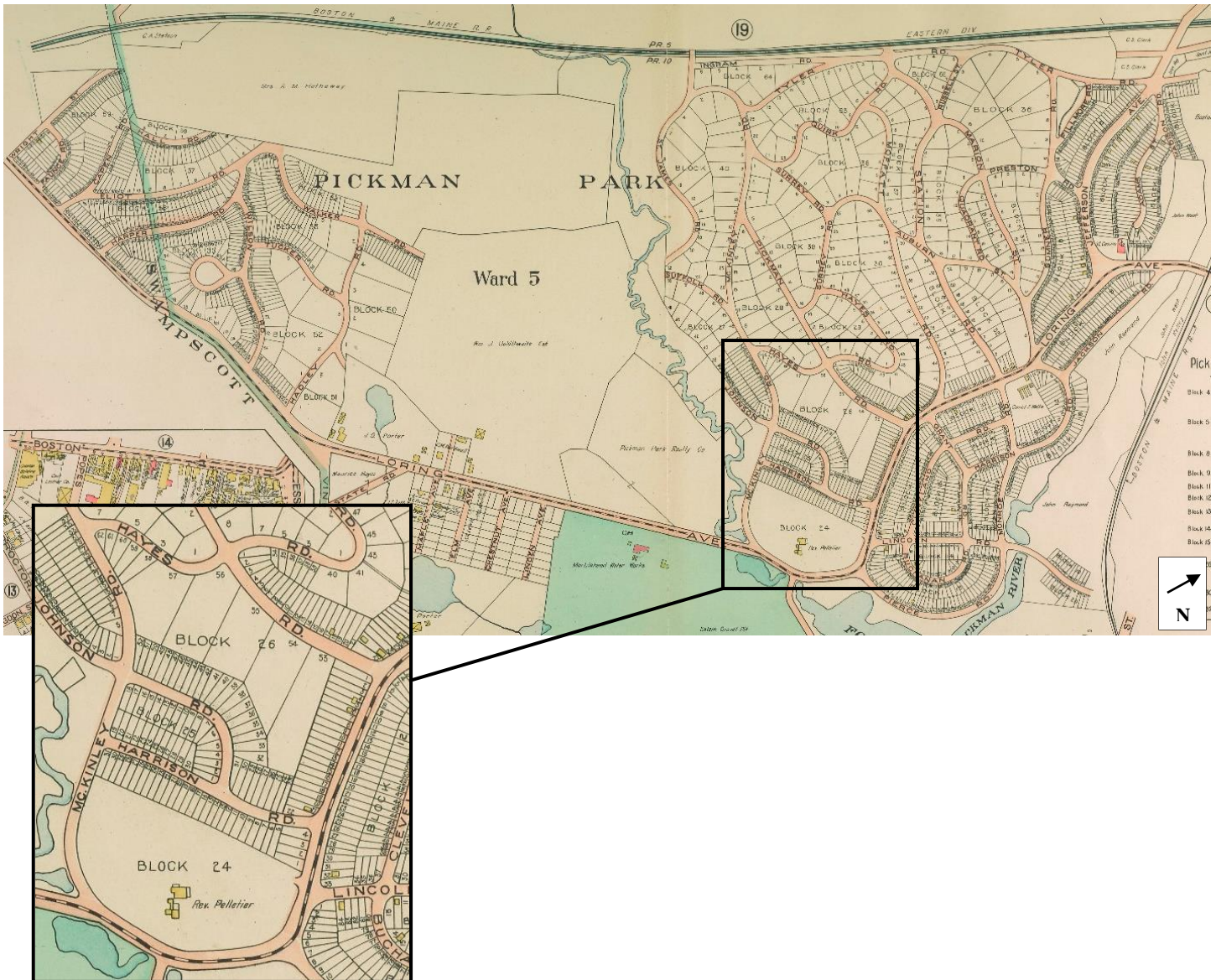


Figure 8. 1911 atlas showing the **Loring Villa** property surrounded by subdivided parcels within the Pickman Park development. The approximate area today containing the Salem State South Campus area at 262 Loring Avenue is enlarged. Source: Walker Lithograph & Publishing Company, *Atlas of the City of Salem, Massachusetts* (Boston, MA: Walker Lithograph & Publishing Company, 1911), plate 18.



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Figure 9. 1916 elevation drawings for the **Sainte Chrétienne Convent** (left) and **Sainte Chrétienne Chapel** (right). Source: Massachusetts Archives, Division of Inspection, Building Inspection Plans.



Figure 10. 1916 elevation drawings for the **Sainte Chrétienne Convent**. Source: Massachusetts Archives, Division of Inspection, Building Inspection Plans.



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Figure 11. Undated early 20<sup>th</sup> century photograph showing the **Loring Villa** (right), **Sainte Chrétienne Chapel** (center), and **Sainte Chrétienne Convent** (left). Source: Salem State University, University Archives, Salem State University Archives and Special Collections, Salem, Massachusetts,

<https://www.flickr.com/photos/salemstatearchives/6716186275/in/album-72157629155893552>.

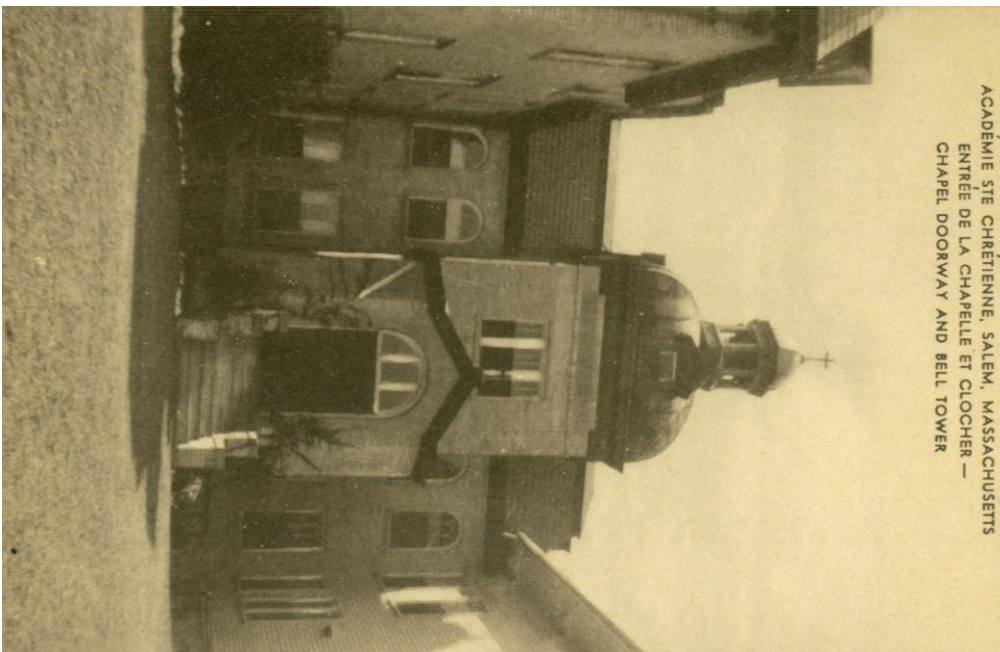


Figure 12. Undated early 20<sup>th</sup> century photograph of the **Sainte Chrétienne Chapel**. Source: Salem State University, University Archives, Salem State University Archives and Special Collections, Salem, Massachusetts,

<https://www.flickr.com/photos/salemstatearchives/6956788273/in/album-72157629155893552>.



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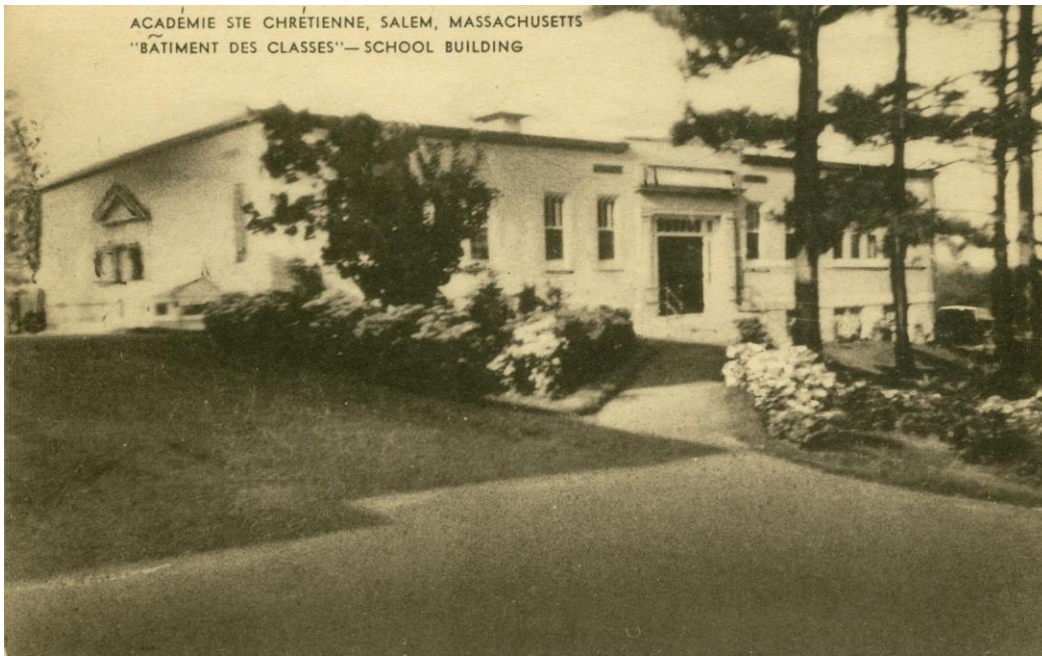
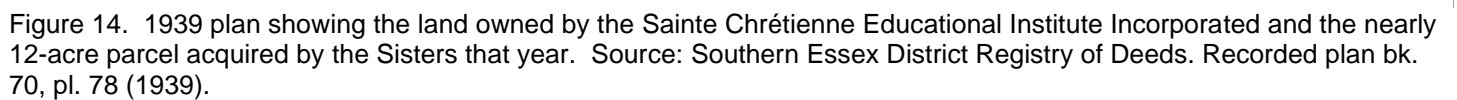


Figure 13. Undated early 20<sup>th</sup> century photograph showing the **Sainte Chrétienne Academy** prior to its 1948 vertical addition. Source: Salem State University, University Archives, Salem State University Archives and Special Collections, Salem, Massachusetts, <https://www.flickr.com/photos/salemstatearchives/6810693308/in/album-72157629155893552>.

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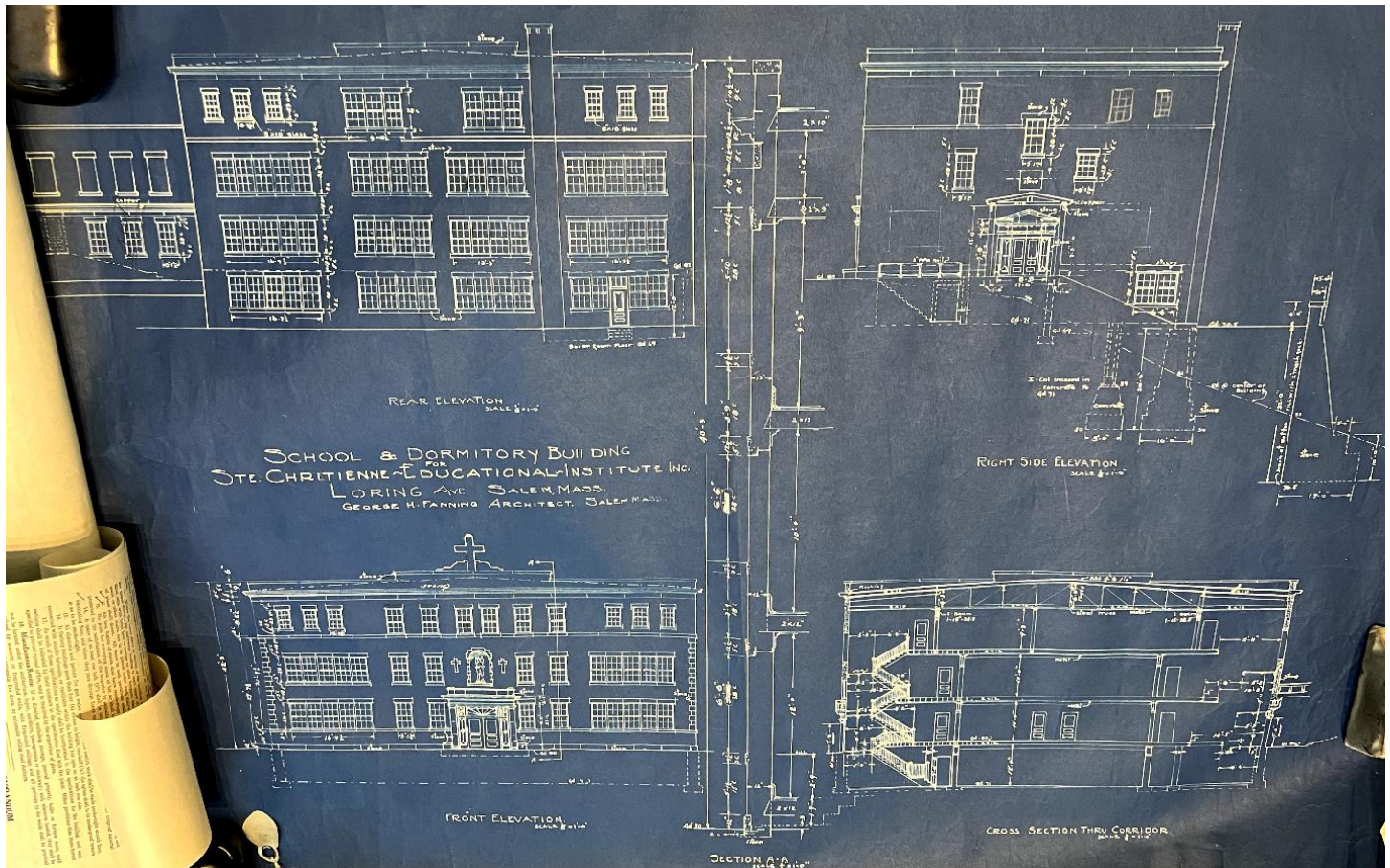


Figure 15. 1948 elevation and section drawings for the addition to the **Sainte Chrétienne Academy**. Source: Massachusetts Archives, Division of Inspection, Building Inspection Plans.



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Figure 16. Undated mid-20<sup>th</sup> century photograph showing the **Loring Villa** (left) and the **Sainte Chrétienne Academy** (right) after the construction of its 1948 vertical addition. Source: Sisters of St. Chrétienne, "Saint Chrétienne Annals," vol. 10, no. 1 (Spring 2003), pg. 4, <http://www.sistersofstChrétienne.org/Newsletters/SpringAnnals2003FirstEdition.pdf>.



Figure 17. Undated mid-20<sup>th</sup> century photograph showing the **Sainte Chrétienne Chapel** (right) and the **Sainte Chrétienne Convent** (left). Source: Sisters of St. Chrétienne, "Saint Chrétienne Annals," vol. 10, no. 1 (Spring 2003), pg. 4, <http://www.sistersofstChrétienne.org/Newsletters/SpringAnnals2003FirstEdition.pdf>.

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Figure 18. Photograph of the property in 1963. From left to right: the **Sainte Chrétienne Convent**, the **Sainte Chrétienne Chapel**, the **Loring Villa**, and the **Sainte Chrétienne Academy**. Source: Sainte Chrétienne Academy, *Victoire* (1963), <https://www.classmates.com/siteui/yearbooks/4182911493>.



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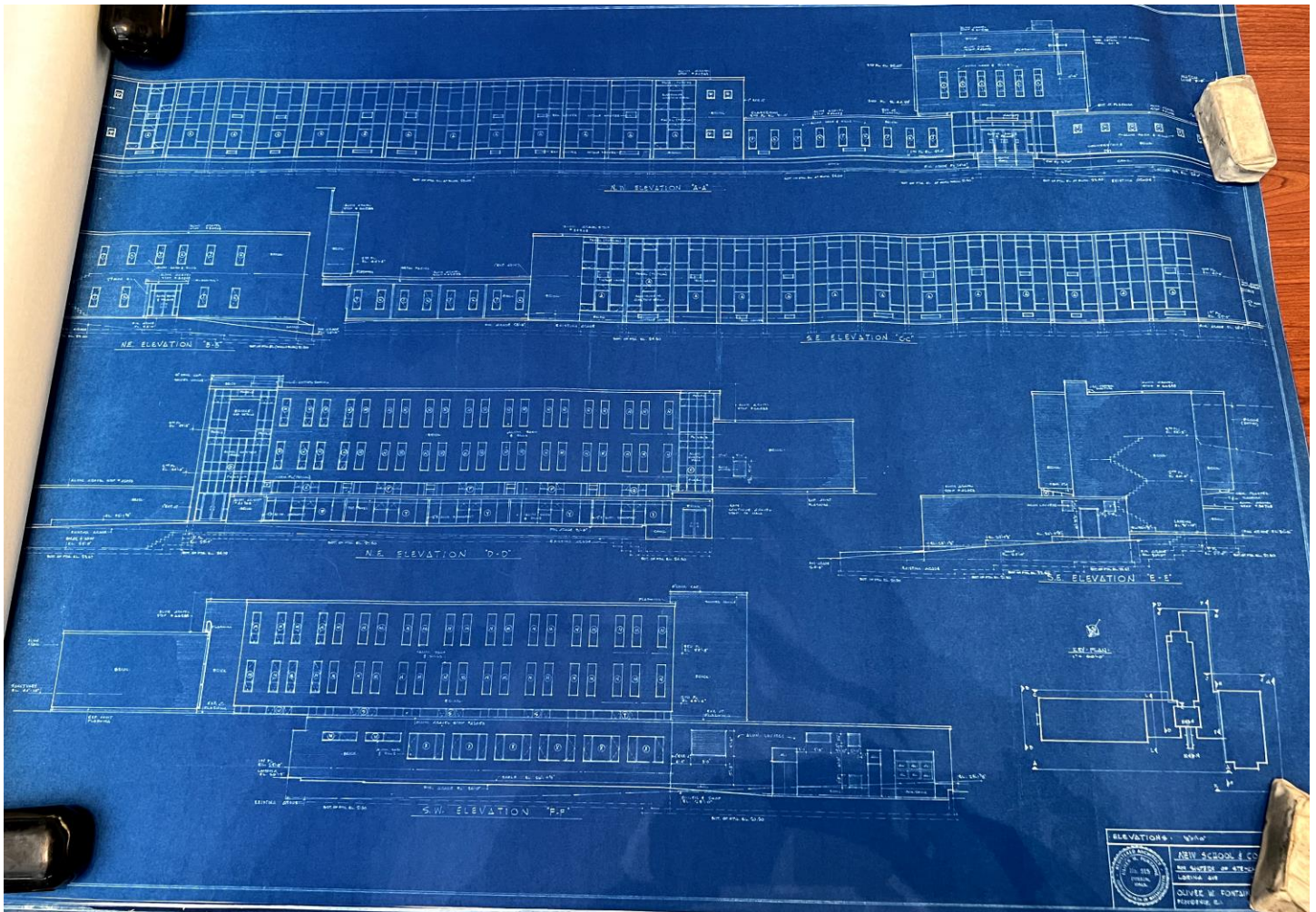


Figure 20. 1964 elevation drawings for the **Sainte Chrétienne Academy High School**. Source: Massachusetts Archives, Division of Inspection, Building Inspection Plans.

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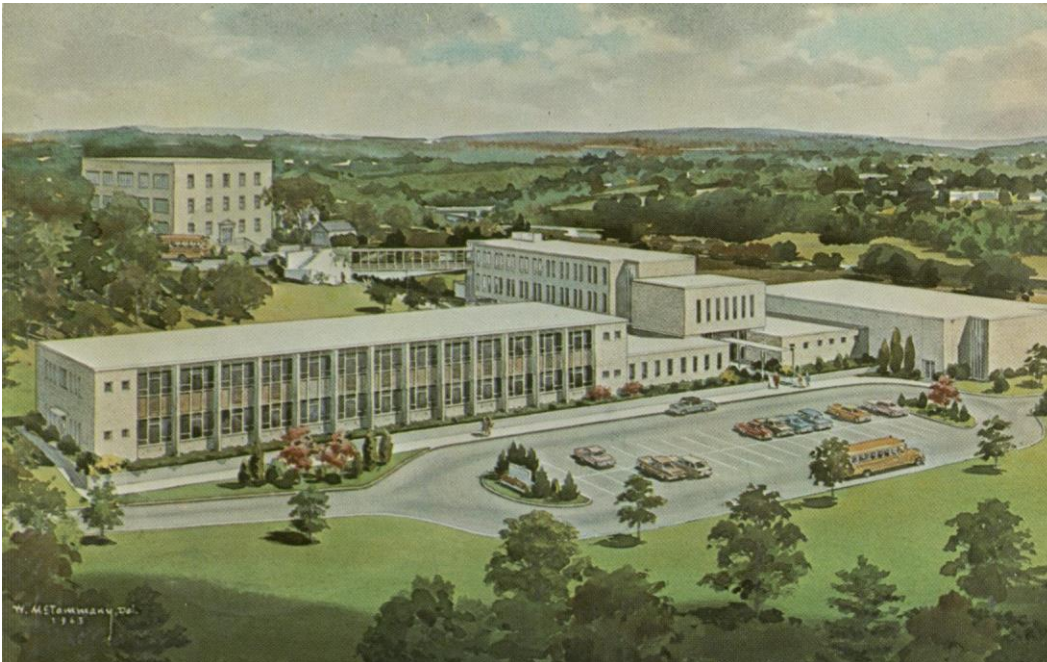


Figure 21. Postcard with an illustration of the 1964 **Sainte Chrétienne Academy High School**. Source: Salem State University, University Archives, Salem State University Archives and Special Collections, Salem, Massachusetts, <https://www.flickr.com/photos/salemstatearchives/6810693308/in/album-72157629155893552>.

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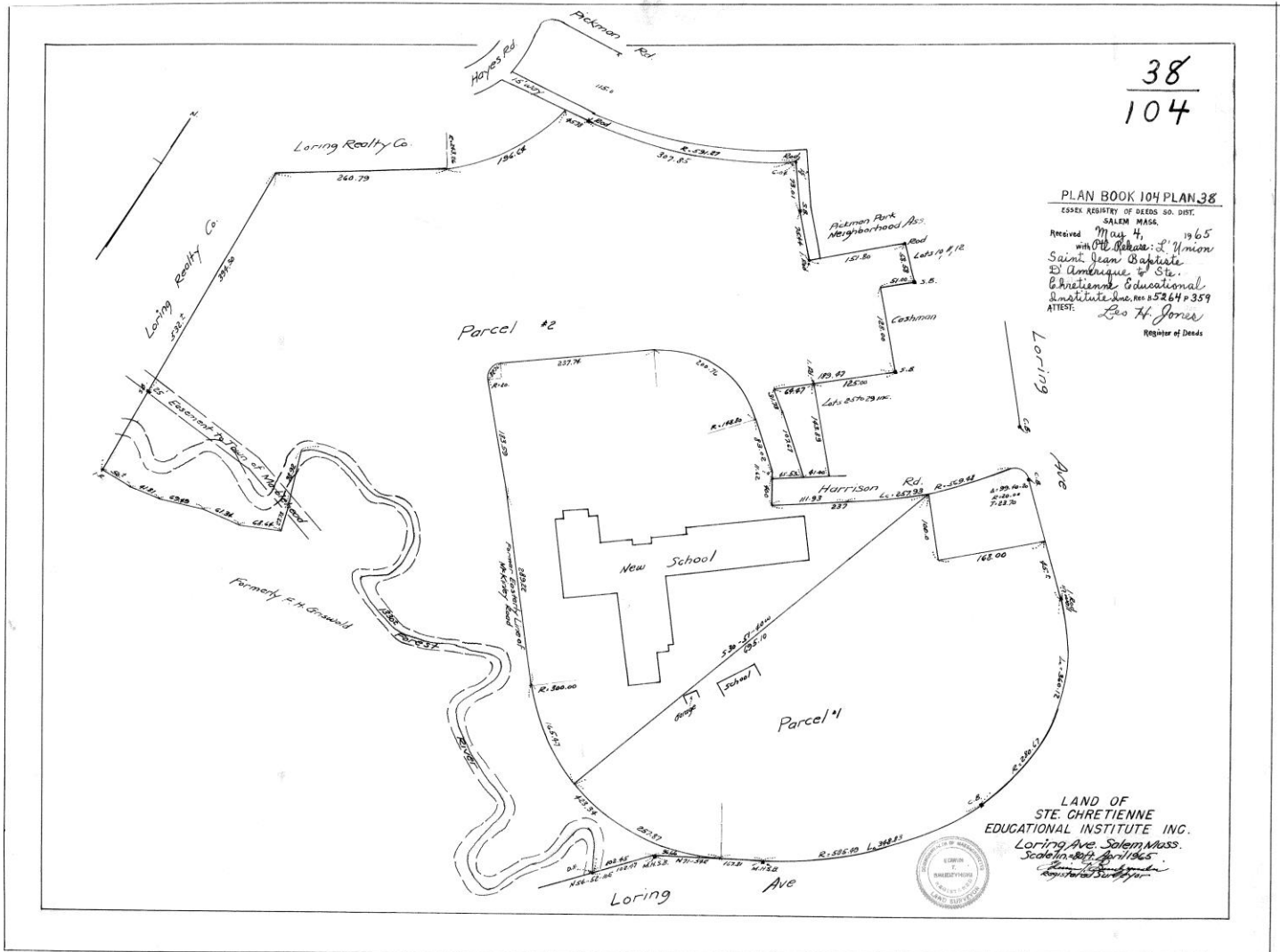


Figure 22. 1965 plan showing the on the Sainte Chrétienne Educational Institute Incorporated property including the recently constructed **Sainte Chrétienne Academy High School**. Source: Southern Essex District Registry of Deeds. Recorded plan bk. 104, pl. 38 (1965).



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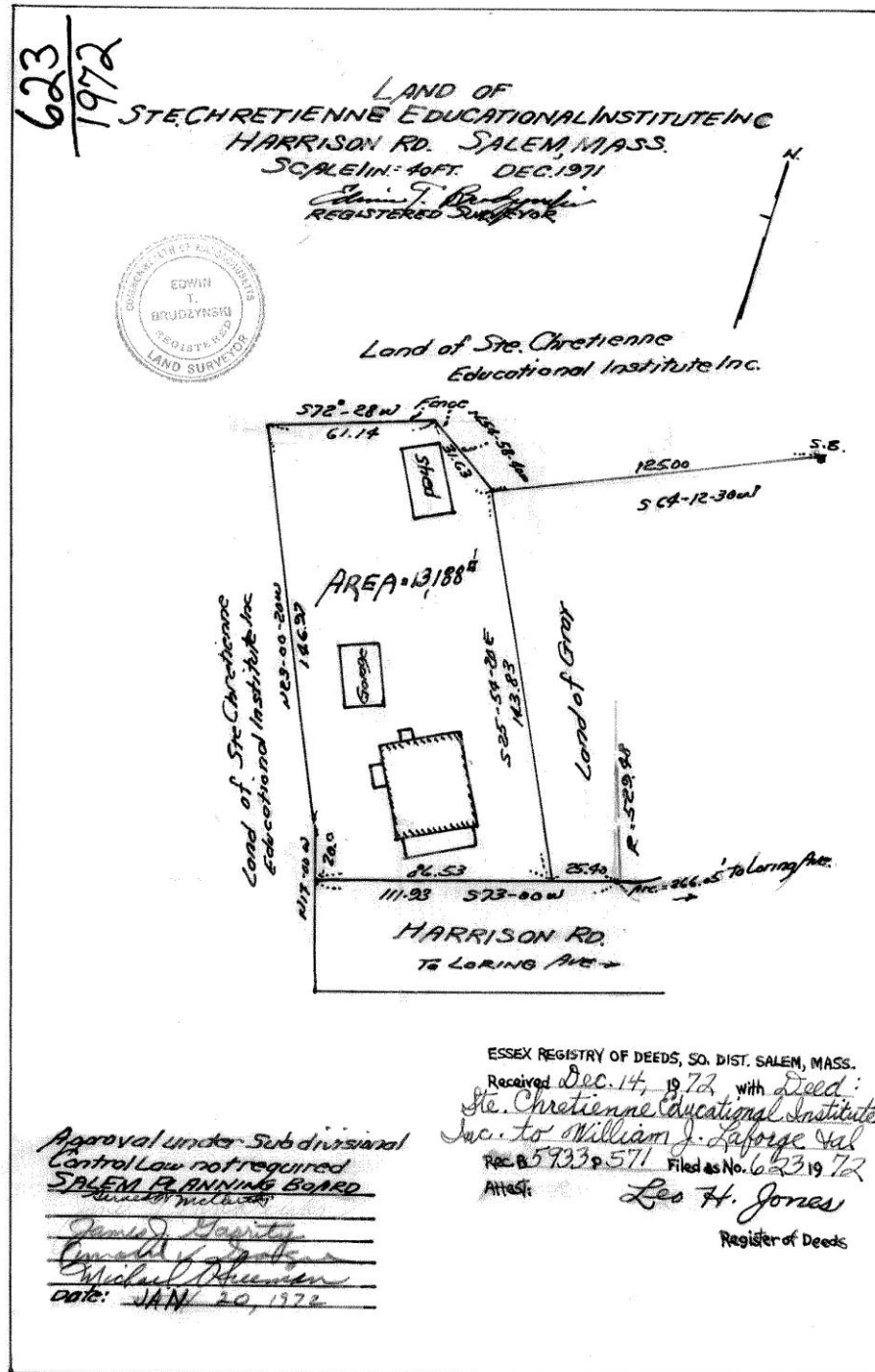


Figure 23. 1972 plan showing the **Laforge House and Laforge Garage** at 8 Harrison Road. The shed at the rear of the property is no longer extant. Source: Southern Essex District Registry of Deeds, recorded land records bk. 5933, pg. 571 (1972).

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Figure 24. Undated late 20<sup>th</sup> century photograph of the **Loring Villa** as the Salem State College Alumni House. Source: Salem State University, University Archives, Salem State University Archives and Special Collections, Salem, Massachusetts, <https://www.flickr.com/photos/salemstatearchives/albums/72157628915660769>.



Figure 25. Undated late 20<sup>th</sup> or early 21<sup>st</sup> century photograph of the **Loring Villa** as the Salem State College Alumni House. Source: Salem State University, University Archives, Salem State University Archives and Special Collections, Salem, Massachusetts, <https://www.flickr.com/photos/salemstatearchives/albums/72157628915660769>.

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## National Register of Historic Places Criteria Statement Form

Check all that apply:

- ☐ Individually eligible ☐ Eligible **only** in a historic district
- ☐ Contributing to a potential historic district ☒ Potential historic district

Criteria: ☒ A ☐ B ☒ C ☐ DCriteria Considerations: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ GStatement of Significance by Tonya Loveday Merrem, Epsilon Associates, Inc.

The Salem State South Campus consists of two abutting Assessor's parcels in Salem: parcel 31-0001-0 at 262 Loring Avenue and parcel 31-0327-0 at 8 Harrison Road. The area consists of 10 buildings (the 1990 **Bates Residence Complex** is counted as one resource for the purpose of this form) and two structures dating to between ca. 1870 and 1990. The area is eligible for listing in the National Register of Historic Places at the local level under Criterion A for its association with the development history of South Salem as it transitioned from common pastureland to a private farm in the mid-18<sup>th</sup> century, then to a residential country estate in the late 19<sup>th</sup> century, and finally to institutional use in the first decade of the 20<sup>th</sup> century, which continued into 2021.

The Salem State South Campus area was part of a large tract of common land called the Great Pastures through the mid-18<sup>th</sup> century when it became the Pickman Farm. The earliest resources in the area date to ca. 1870 when the farm was acquired by George B. Loring, who married into the Pickman family. A prominent member of Salem society in the second half of the 19<sup>th</sup> century, Loring was a surgeon, politician, and avid agriculturalist. He had the Italianate-style **Loring Villa** constructed ca. 1870 as his summer home but later in life resided there full-time. Extending along the drive leading to the dwelling is the **Loring Villa Retaining Wall**, presumably built at the same time. Following George B. Loring's death in 1891, his second wife Anna S. Loring assumed ownership of the property, then called the Loring Farm or Loring Estate.

In 1898, the property was sold to the Loring Land Company, a real estate development trust with the purpose of purchasing, holding, managing, improving, and selling the former Loring Estate. The **Loring Villa** was briefly used as the Loring Villa Private School from 1904 to 1907 when the property was sold to a second real estate trust also aimed at subdividing, developing, and selling it. The estate was subdivided in 1907 for the Pickman Park residential development, and the **Loring Villa** was carved out as part of a nearly 7-acre parcel then sold to The Rev. Joseph A. Peltier, the first pastor of Sainte Anne's Roman Catholic Church. The home was rented out from 1909 to 1914 when The Rev. Peltier offered it to the Sisters of Sainte-Chrétienne, a French order of nuns who came to America in 1903 to avoid political turmoil. The Sisters lost their Salem home at the St. Joseph's Church complex to the Great Salem Fire of 1914 and relocated to the **Loring Villa**, officially owning the property in 1915 through the Sainte Chrétienne Educational Institute Incorporated. They expanded the property between 1916 and 1918 with the construction of two connected Second Empire-style buildings, the **Sainte Chrétienne Chapel** and the **Sainte Chrétienne Convent**. The **Chrétienne Entrance**



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**Walls** at the entrance to the complex at Loring Avenue were likely built at the same time. Just as the Sainte Chrétienne Boarding School was set to open in the **Loring Villa** in September 1918, the Great Influenza epidemic broke out and all schools in Salem were closed. The Sisters swiftly responded and converted their newly enlarged facility into a 60-bed hospital referred to as the "Loring Villa Emergency Hospital." About 1920, a modest dwelling to the rear (south) of the **Loring Villa**, most recently used as and referred to as the **Preschool** was constructed for an unknown original use by the Sisters. Enrollment at the Sainte Chrétienne Boarding School, renamed the Sainte Chrétienne Academy, continued to climb during the 1920s and 1930s during which time it appears to have transitioned to both a boarding school and day school for girls. In response, the Classical Revival-style **Sainte Chrétienne Academy** was built in 1935, originally as a single-story schoolhouse. Two stories were added in 1948.

The Sisters acquired two parcels together containing nearly 12-acres of undeveloped land from the Loring Realty Company in August 1939, and about 1949 had the **Laforge House** and **Laforge Garage** built at 8 Harrison Road. The dwelling was occupied by the Laforge family, the head of which was a janitor for the school, from its construction through the mid-1990s.

Enrollment in Catholic parochial schools across the state reached its peak in the early 1960s. In response to the school's mid-20<sup>th</sup> century growth, the expansive Contemporary **Sainte Chrétienne Academy High School** was constructed in 1964. Despite the new high school facility, enrollment rapidly dropped through the late 1960s. Both the high school and elementary school were closed at the end of the 1971 academic year and the Sisters relocated to a retirement facility in Marlborough.

Immediately before selling the complex in December 1972, the Sainte Chrétienne Educational Institute Incorporated conveyed a life estate deed to William and Mary Jane Laforge for the present parcel at 8 Harrison Road, giving the long-time residents the opportunity to remain on the property for the duration of their lives. The Commonwealth of Massachusetts through the Board of Trustees of State Colleges then acquired the Sainte Chrétienne complex and converted it into the college's South Campus, more than doubling Salem State College's property. The buildings housed a variety of academic and administrative offices and a childcare facility until closing in 2021.

The Salem State South Campus is also eligible for listing in the National Register under Criterion C for its architectural significance as a diverse group of residential and institutional buildings and associated structures demonstrating the evolution of the property from the late 19<sup>th</sup> century through the late 20<sup>th</sup> century. At the heart of the complex is the Italianate-style **Loring Villa** which exhibits a high degree of architectural integrity through the retention of its form, despite having been attached to the **Sainte Chrétienne Chapel** in 1916-1918, and through the richly detailed ornamental trim that decorates its windows, porches, and roofline. While the Italianate style is well-represented in Salem, hipped-roof examples are less common, and the **Loring Villa** is a rare example of the style in the former countryside of South Salem. The attached **Sainte Chrétienne Chapel** and **Sainte Chrétienne Convent** are amongst the latest Second Empire-style buildings in Salem and are institutional examples; the style is almost exclusively used in residential architecture in the city. The three-light or diamond pane or Gothic arch upper sash still extant at the **Sainte Chrétienne Chapel**, the **Sainte Chrétienne Convent**, and the **Sainte Chrétienne Academy** recall their ecclesiastical origins. Typical of an early 20<sup>th</sup> century school, the 1935 **Sainte Chrétienne Academy** was designed in the Classical Revival style. Despite the construction of a two-story vertical addition in 1948, Classical pedimented openings remain at the first story. The last constructed resource within the area is the 1964 **Sainte Chrétienne Academy High School**. It is a typical example of a Contemporary mid-20<sup>th</sup> century school building in Massachusetts.

Retaining a high degree of integrity as a collection, the Salem State South Campus is eligible for listing in the National Register of Historic Places at the local level under Criteria A and C. The period of significance begins in 1870 with the (approximate) construction of the **Loring Villa** and ends in 1964 with the construction of the **Sainte Chrétienne Academy High School**, the last resource built by the Sisters before the property was sold in 1972. The only non-contributing resource within the district is the 1990 **Bates Residence Complex**, which falls out of the period of significance.