

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

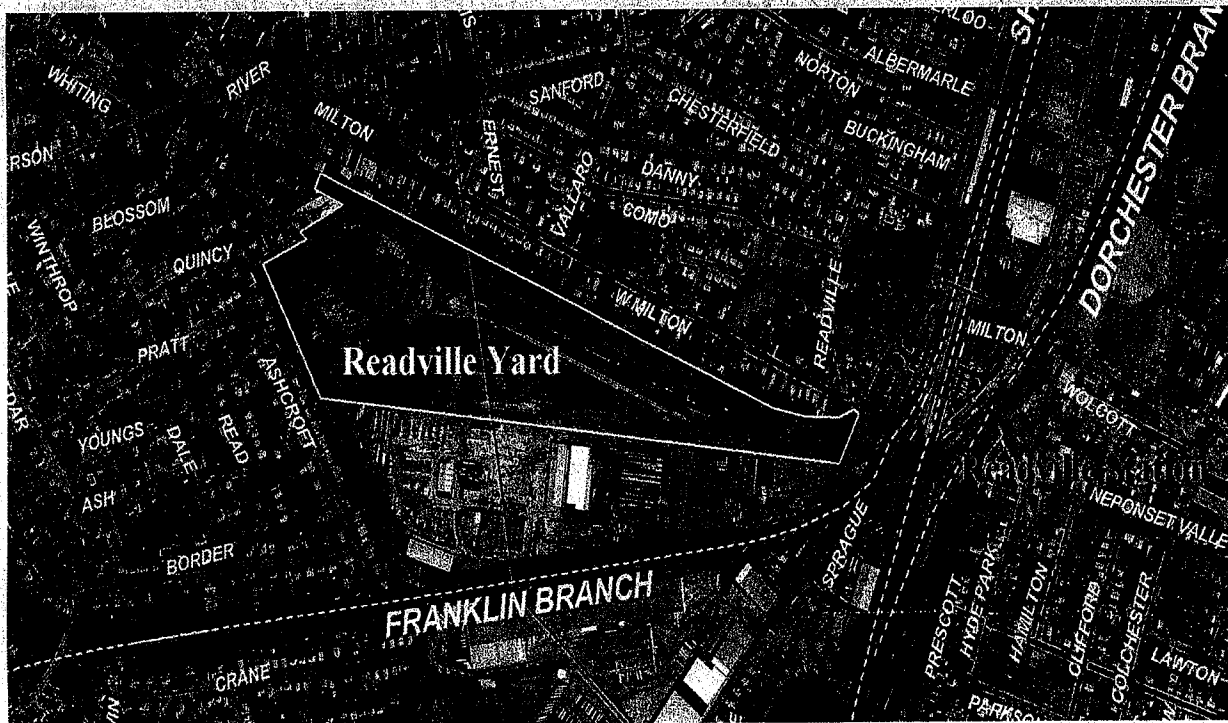
Through

TRANSIT REALTY ASSOCIATES, LLC.

INVITATION TO BID

SALE OF PROPERTY

**READVILLE YARD NO. 5,
BOSTON AND DEDHAM, MASSACHUSETTS**



JANUARY 22, 2003

ALL OF THE TERMS, CONDITIONS, SPECIFICATIONS, APPENDICES, AND INFORMATION LISTED IN THE TABLE OF CONTENTS AND INCLUDED IN THIS REQUEST FOR PROPOSALS SHALL CONSTITUTE THE ENTIRE REQUEST FOR PROPOSALS PACKAGE AND SHALL BE INCORPORATED BY REFERENCE INTO ALL BID SUBMISSIONS.

The MBTA reserves the right to reject any and all bids

**INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS**

Table of Contents	PAGE
I. Invitation to Bid	1
II. Background Information	2
III. Bid Terms and Conditions	7
IV. Other Terms and Conditions	10
Bid Form Packet	
FORM A - BID FORM	13-14
FORM B - BUYER'S AFFIRMATIONS	15-16
FORM C - BANK/FINANCIAL REFERENCES	17
FORM D - DEVELOPMENT QUALIFICATIONS.....	18-19
Appendices	
A. Vicinity Map/Site Plans	
B. Massachusetts General Laws, Chapter 40, Sec. 54(A)	
C. Purchase and Sale Agreement	

**INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS**

INVITATION TO BID ANNOUNCEMENT

I. To Interested Parties:

The Massachusetts Bay Transportation Authority, ("MBTA") invites interested parties to bid on the sale of a parcel of land containing approximately **42+/- Acres** including improvements thereon and appurtenances thereto, if any, situated at Readville Yard 5 in Boston and Dedham, Massachusetts, ("the Property").

A copy of the Invitation to Bid may be obtained from the MBTA's designated representative by contacting:

Transit Realty Associates, LLC ("TRA")
20 Winthrop Square - 2nd Floor
Boston, Massachusetts 02110
Attention: Philip R. Jean
Telephone (617) 482-2525
E-mail: pjean@transitrealty.com

The minimum acceptable bid price for the Property is **Three Dollars and Nineteen Cents (\$3.19) per square foot for each and every square foot of land, comprising the Property**

Bids must be submitted in a sealed envelope with the Bidder's name, address, telephone number, the date and the words **"Bid Submission For Property Located at Readville Yard 5, in Boston and Dedham, Massachusetts"** clearly marked on the envelope. The Bid must be on the Bid Forms provided in the Invitation to Bid Form Packet and contain no alterations, additional terms or conditions. Failure to submit a complete and accurate Bid as specified, alteration of the Bid Forms, the conditioning of the Bid in any manner, or failure to conform to all instructions given may result in a Bid being rejected.

All bids are due by **11:00 A.M. on March 10, 2003** at TRA, 20 Winthrop Square, 2nd Floor, Boston, Massachusetts 02110 at which time they will be publicly opened and read aloud. No submissions will be accepted after this time.

Bidders may submit questions in writing no later than 4:00 P.M. on February 21, 2003. Written responses will be provided to all Registered Bidders no later than one week prior to the bid due date. Questions should be addressed to the attention of Philip R. Jean at TRA.

A pre-bid meeting will be held at 10:00 AM on February 24, 2003 at TRA. Should the MBTA amend or change the information in this Invitation to Bid, the information will be distributed to Registered Bidders in the form of an addendum. To become a Registered Bidder, you must obtain your Bid Forms from TRA.

THE MBTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND RESPONSES, IN WHOLE OR IN PART, AND THEN TO ADVERTISE FOR NEW PROPOSALS OR TO OTHERWISE DEAL WITH THE PROPERTY, AS MAY BE IN THE BEST INTEREST OF THE MBTA. THE MBTA ALSO RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, MINOR DEVIATIONS, INSIGNIFICANT MISTAKES AND MATTERS OF FORM RATHER THAN SUBSTANCE AND TO SEEK CLARIFICATION OF THE PROPOSAL OR CONTRACT DOCUMENT, WHICH CAN BE WAIVED OR CORRECTED WITHOUT PREJUDICE TO OTHER OFFERORS, POTENTIAL OFFERORS OR THE MBTA. NO OFFICER OR AGENT OF THE MBTA IS AUTHORIZED TO WAIVE THIS RESERVATION.

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
THROUGH TRANSIT REALTY ASSOCIATES, LLC

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

II. BACKGROUND INFORMATION

A. SITE DESCRIPTION

The area of the READVILLE YARDS known as Readville Yard 5 is located in the Hyde Park neighborhood of the City of Boston and in the Town of Dedham. The Property is generally located between West Milton Street and Sprague Street in Boston, and West Milton Street and Ashcroft Street in Dedham. The Property is bordered by privately owned warehouse/industrial properties adjacent to the Property in the Readville Yard area and by residential properties outside the Yard.

The Property is comprised of 42± acres of railroad yard known as Readville Yard 5 that spans both Boston and Dedham jurisdictions. The Property includes the abandoned right-of-way formerly known as the Dedham Branch. The Property is generally triangular in shape, bounded by West Milton Street on the north, Sprague Street on the east, private properties to the south, and Ashcroft Street and Quincy Avenue to the west. The portion of the Property located in Hyde Park consists of approximately 21 acres and the Dedham portion of the Property contains approximately 21 acres.

Readville Yard 5 was originally acquired by the MBTA to serve as a midday layover yard for the expanding commuter rail fleet including the large increase in equipment that would be required to provide the Old Colony service. Most of the storage activities on the site have been relocated with the exception of some storage that the MBTA could decide to continue on approximately 6-acres of the Property. Therefore, up to six (6) acres of the Property may be subject to either an exclusive easement for the benefit of the MBTA or a leaseback to the MBTA for use (at no consideration) by the MBTA, including, without limitation, use as railroad storage. The exact area and location of such easement/lease area shall be subject to negotiation between the Successful Bidder and the MBTA before closing, but the area must be conveniently located as determined by the MBTA and there must be rail access from outside the Property as long as the MBTA requires such access.

There is a major commuter rail station, Readville Station, near the eastern end of the Property that serves the Franklin and Fairmont rail lines. The Attleboro commuter line runs through the Readville Station as does the AMTRAK Northeast Corridor line providing service to New York, Washington D.C. and beyond.

The site is generally flat. The Property is largely vacant except for some remaining railroad storage and mostly unused tracks throughout the site. The Property is currently used for storage of railroad materials.

This Property is viewed as a prime location for a variety of real estate development projects, including transit oriented development (TOD), that can also serve to enhance the surrounding community and complement the multimodal transportation activities near the Readville Station.

A Vicinity Map and Plans depicting the Property are provided in Appendix A

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

B. NEIGHBORHOOD CHARACTERISTICS AND ACCESS

Neighborhood

The Property is located in the Readville neighborhood of Dedham and the Hyde Park neighborhood of Boston.

The Dedham neighborhood is comprised partly of a residential area with single and multi-family houses. The residences back up to the Property from West Milton Street on the north and from Ashcroft Street on the west. Approximately ten private industrial/warehouse properties abut the Property to the south along a section of the Property known as Industrial Drive, which provides access to the privately owned industrial warehouse properties.

The Hyde Park neighborhood of Boston is also comprised of single and multi-family residential houses that back up to the Property from West Milton Street. Industrial/warehouse uses continue along Industrial Drive into the Boston portion of the Property. The eastern portion of the site generally terminates at a parking lot of the Readville Commuter Station.

Access

The Property is accessible by automobile from West Milton Street via Industrial Drive. Industrial Drive is the point of access to the Readville Commuter Station Parking Lot A and continues under the Sprague Street Bridge to the private industrial/warehouse businesses as well as the Property. Direct access from Whiting Avenue onto the Property from Dedham may also be possible as Whiting Avenue dead ends into the property. Rail access may be possible by a spur that separates from the Franklin line and proceeds along the commuter rail station under Sprague Street into the Property.

The Property provides excellent opportunities for transit-oriented development (TOD) with direct downtown commuter rail service to South Station where connections can be made to the MBTA's Red Line transit service and MBTA Bus Terminal for access to major schools and universities. In addition to the commuter rail service, there is bus service from Readville Station to Dedham Square, Milton and various sections of Boston.

C. ZONING AND APPROVALS

The Property is located in two municipalities and lies within several zoning districts:

Boston Zoning: I-2/General Manufacturing and M-1/Light Manufacturing
Dedham Zoning: GR/General Residential

Boston

The Boston portion of the Property falls in 2 zoning classifications, but primarily in a I-2/General Manufacturing District. This district permits most industrial and commercial uses by right. A minor portion of the Property is in an M-1 Light Manufacturing zone,

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

which also permits most commercial and Industrial uses by right. Multi-family use is a conditional use subject to approval by the Zoning Board of Appeals. This area of Boston has not been rezoned and falls under the provisions of Article 1. It is anticipated that most development projects will be subject to the provisions of the Article 80 process under the Boston Zoning Code.

Dedham

The Dedham portion of the Property is in a General Residential zoning district. This district allows low-density housing and subsidized elderly housing by right.

Dedham zoning by-laws provide for commercial and residential Planned Development Districts. The Planned Residential standards permit a density 1.5 times greater than that allowed without such a special district but the standards require 20% more natural open space. A Planned Residential District is subject to approval by Town Meeting.

A Planned Commercial Development District is allowed by special permit in Limited Manufacturing Districts, Highway Business and General Business Districts. This development also must include 20% open space but permits a variety of office, retail, wholesale and light manufacturing use. It also allows other commercial uses such as hotel/motel, conference and theatre uses. Some residential uses are allowed. Bidders may wish to consider the possibility of rezoning and/or such special districts in their development projects.

Further, the Town of Dedham has a Master Plan that discusses future goals and uses for the Town. The section addressing the Readville area suggests future study and rezoning for appropriate uses. The desire for a recreational buffer to the neighborhood is also discussed in the Master Plan.

Bidders should consult the Zoning By-Laws, Zoning Maps and other city and town regulations and plans that may apply to the Property.

Other Approvals

Other review and approval processes relating to use, design, historic and environmental matters associated with the Property and neighborhoods may be required. Other state, local and federal jurisdictions may also apply. **The Bidder is responsible for identification of and compliance with all local, state, and federal requirements including obtaining all necessary approvals and permits.**

Prospective bidders should be familiar with neighborhood goals and interests in considering a viable development program.

The above is a brief overview of the applicable zoning and neighborhood characteristics as they pertain to the subject site, which are subject to verification by the Bidder. For further detail, the full text of the zoning codes should be consulted.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

D. TITLE HISTORY AND ENCUMBRANCES

Title: The Property was acquired by the MBTA from the National Railroad Passenger Corporation, (now known as AMTRAK) in 1987. The Property includes a portion of the abandoned Dedham Branch. The record of Seller's title to the Property in Suffolk County is as follows:

Readville Yard 5: Suffolk County Registry of Deeds; Book 14219, Page 34

Abandoned Dedham Branch: Suffolk County Registry of Deeds, Book 8601, Page 142. See also MBTA Order of Taking No. 66 Suffolk County Registry of Deeds; Book 8795, Page 450

The Seller's title to the Property in Norfolk County is as follows:

Abandoned Dedham Branch: Norfolk County Registry of Deeds, Book 4907, Page 628. See also MBTA Order of Taking No. 68, Book 5172, Page 590

Easements/Restrictions/Encumbrances: The MBTA may retain the right to use approximately 6 acres of the site for its own projects including without limitation the storage of railroad related materials. The location of the retained use area will be determined by the MBTA in coordination with the Successful Bidder, but so long as the use is for railroad purposes, the MBTA may require rail access.

At present, the privately owned industrial/warehouse properties abutting the south side of the Property are reached by an access road known as Industrial Drive, which access road is part of the Property. The MBTA will retain an approximately 40-50 foot wide non-exclusive access easement along most of the southern boundary of the Property for itself and for the abutting privately owned industrial/warehouse properties.

CSX Transportation, a freight railroad, has certain operating rights over the "Loop Track", so-called, which is located within the Property. The track route is visible by inspection of the site. CSX has not used this track since approximately October 12, 2001, and it is anticipated that these rights will be abandoned prior to closing.

E. ASSESSMENT AND TAX DATA

Boston	Parcel 18-1297-000	\$ 3,309,200
Dedham	Parcel 144-7-90	\$ <u>390,900</u>
Total		\$3,700,100

F. UTILITIES

Water

The following water utilities are located near the Property

- 10-inch water main in Industrial Way
- 12-inch water main at Sprague and Milton Streets (other side of the bridge)
- 10-inch water main from Whiting Avenue into the Property.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

D. TITLE HISTORY AND ENCUMBRANCES

Title: The Property was acquired by the MBTA from the National Railroad Passenger Corporation, (now known as AMTRAK) in 1987. The Property includes a portion of the abandoned Dedham Branch. The record of Seller's title to the Property in Suffolk County is as follows:

Readville Yard 5: Suffolk County Registry of Deeds; Book 14219, Page 34

Abandoned Dedham Branch: Suffolk County Registry of Deeds, Book 8601, Page 142. See also MBTA Order of Taking No. 66 Suffolk County Registry of Deeds; Book 8795, Page 450

The Seller's title to the Property in Norfolk County is as follows:

Abandoned Dedham Branch: Norfolk County Registry of Deeds, Book 4907, Page 628. See also MBTA Order of Taking No. 68, Book 5172, Page 590

Easements/Restrictions/Encumbrances: The MBTA may retain the right to use approximately 6 acres of the site for its own projects including without limitation the storage of railroad related materials. The location of the retained use area will be determined by the MBTA in coordination with the Successful Bidder, but so long as the use is for railroad purposes, the MBTA may require rail access.

At present, the privately owned industrial/warehouse properties abutting the south side of the Property are reached by an access road known as Industrial Drive, which access road is part of the Property. The MBTA will retain an approximately 40-50 foot wide non-exclusive access easement along most of the southern boundary of the Property for itself and for the abutting privately owned industrial/warehouse properties.

CSX Transportation, a freight railroad, has certain operating rights over the "Loop Track", so-called, which is located within the Property. The track route is visible by inspection of the site. CSX has not used this track since approximately October 12, 2001, and it is anticipated that these rights will be abandoned prior to closing.

E. ASSESSMENT AND TAX DATA

Boston	Parcel 18-1297-000	\$ 3,309,200
Dedham	Parcel 144-7-90	\$ <u>390,900</u>
Total		\$3,700,100

F. UTILITIES

Water

The following water utilities are located near the Property

- 10-inch water main in Industrial Way
- 12-inch water main at Sprague and Milton Streets (other side of the bridge)
- 10-inch water main from Whiting Avenue into the Property.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

Sewer

The Property is near several sewer utilities:

- 10-inch sewer main in Sprague Street (south of the bridge)
- 12-inch sewer main services the private businesses along Industrial Way from Sprague Street
- 8-inch sewer main in Quincy Street.

Other

There is natural gas available to Industrial Drive from Whiting Avenue. There are storm drains along Industrial Drive and in the area. See Appendix A

G. ENVIRONMENTAL ASSESSMENT

Environmental investigations are ongoing on portions of the Property in accordance with applicable laws and orders. Some Hazardous Materials have been discovered on the Property. The MBTA's consultant has completed a draft Phase II Environmental Report including a soil characterization report. The draft Phase II Report is available for review at the Town of Dedham Public Library and the State Transportation Library located at 10 Park Plaza, Boston, MA. The final Phase II is anticipated at the end of January, 2003 and will be available at the aforementioned libraries in early February. It is anticipated that an Executive Summary Report of the Phase II will be available on request through TRA after February 1, 2003.

The MBTA agreed to a Preliminary Injunction with the Commonwealth of Massachusetts on October 12, 2001 in Civil Action No. 01-4492-E ("PI") with respect to environmental remediation of the Property. In addition the Property is included among others in a Clean State Administrative Consent Order ("ACO") agreed to between the MBTA and the Commonwealth of Massachusetts on June 30, 2000. These documents will be made available at the same time as the Phase II Executive Summary is available for distribution.

A portion of the purchase price for the Property will be held in escrow for use in any required environmental remediation. The MBTA will contribute One Million Dollars (\$1,000,000.00) from the sale proceeds into the escrow account which shall be available to assist the Successful Bidder in its remediation efforts after the Successful Bidder has paid the first \$500,000.00 in remediation costs. For more detail see Section 13 in the Purchase and Sale Agreement attached as Appendix C

ALL INFORMATION CONTAINED IN THIS INVITATION TO BID WITH RESPECT TO THE PROPERTY IS PRESENTED AND DEPICTED TO THE BEST OF TRA'S KNOWLEDGE. THE PROPERTY IS SUBJECT TO PHYSICAL INSPECTION AND INDEPENDENT VERIFICATION OF ALL INFORMATION BY THE BIDDER. THE BIDDER IS RESPONSIBLE FOR IDENTIFICATION OF AND COMPLIANCE WITH ALL CURRENT BY-LAWS, REGULATIONS, RULES, PERMITS, APPROVALS AND OTHER PROVISIONS THAT MAY BE APPLICABLE TO ANY PROPOSED PROJECT AND THE USE OF THE PROPERTY.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

III. BID TERMS AND CONDITIONS

A. BID SUBMISSION

All bids are due by 11:00 A.M. on March 10, 2003 at TRA, 20 Winthrop Square, 2nd Floor, Boston, Massachusetts 02110, at which time they will be publicly opened and read aloud. No submissions will be accepted after 11:00 A.M. on March 10, 2003.

All bids must be submitted in a sealed envelope marked "**BID SUBMISSION FOR LAND LOCATED AT READVILLE YARD 5, IN BOSTON AND DEDHAM, MASSACHUSETTS**" and must show the name, address and telephone number of the person(s) submitting the bid and the date.

In addition to the Bid Deposit and Administrative Fee, a complete bid package shall include the following fully executed bid forms:

- ✓ Bid Form A - Bid Form
- ✓ Bid Form B - Buyer's Affirmations
- ✓ Bid Form C - Bank/Financial References
- ✓ Bid Form D - Development Program and Firm Qualifications
- ✓ Bid Deposit Check/Administrative Fee in the amount of Twenty Thousand (\$20,000.00) Dollars

If the Bidder is other than an individual, Bidder should also attach a signed and sealed Authorization stating that the person signing the Bid submission is authorized to do so in the name of the entity submitting the bid.

All corporate bidders should submit a certificate of Corporate Existence and Good Standing from the Secretary of State's Office.

Please note that a draft Purchase and Sale Agreement is provided in Appendix C. The Successful Bidder (defined below) will be expected to execute a Purchase and Sale Agreement in substantially the same form. Any questions about or problems with the P&S should be raised by written questions or at the Pre-Bid Conference.

B. PRE-BID CONFERENCE, QUESTIONS AND CHANGES

A pre-bid meeting will be held at 10:00 A.M. on February 24, 2003 at TRA.

Bidders may submit questions in writing no later than 4:00 P.M. on February 21, 2003. Written responses will be provided no later than one week prior to the bid due date. Questions should be addressed to the attention of Philip R. Jean at TRA.

If the MBTA amends or changes the information in this Invitation to Bid, the information will be distributed to Registered Bidders in the form of an addendum. To become a Registered Bidder you must obtain your Bid Forms from TRA.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

C. MINIMUM ACCEPTABLE BID

The minimum acceptable bid price for the Property is Three Dollars and Nineteen Cents (\$3.19) per square foot for each and every square foot of land for the approximately 42 acres of land comprising the Property.

D. PURCHASE PRICE

The final purchase price will be the bid price per square foot times the actual square footage of the Property. Notwithstanding the preceding, there will be a price adjustment because up to six (6) acres of the Property may be subject to either an exclusive retained easement for the benefit of the MBTA or a leaseback to MBTA, its successors or assigns at no consideration. The exact area and location of such easement/lease area shall be subject to negotiation between the Successful Bidder and the MBTA, but the area must be conveniently located as determined by the MBTA and there must be rail access to the selected area. Once it is decided how much land, [up to six (6) acres] will continue to be used by the MBTA, the number of square feet used to determine the final Purchase Price will be reduced by the square footage of such "retained usage land".

If CSX Transportation still has rights over the "Loop Track" at Closing, that portion of the Purchase Price attributable to the acreage affected by the Loop Track will be placed in escrow pending extinguishment of CSX's rights.

E. BID DEPOSIT

All bids must include a Bid Deposit in the form of a banker's or cashier's check for Twenty-Thousand (\$20,000.00) Dollars made payable to the order of the MBTA and placed in the sealed bid envelope. The Bid Deposit for the Successful Bidder (defined below), less an Administrative Fee in the amount of Ten Thousand (\$10,000.00) Dollars, will be credited to the purchase price at closing. The Bid Deposit is **non-refundable** if the Successful Bidder fails to execute the Purchase and Sale Agreement.

The MBTA will retain the Bid Deposits submitted by the second and third highest bidders until the Successful Bidder executes the Purchase and Sale Agreement. All other Bid Deposits will be returned upon designation of the Successful Bidder.

F. EVALUATION AND ACCEPTANCE OF BIDS

Bids shall be evaluated on the basis of the highest bid among the responsible and eligible bidders. A bidder shall be deemed responsible and eligible if: (1) the bid package submittal is complete; (2) the bidder provides sufficient evidence of project feasibility; (3) the bidder provides sufficient proof of experience in developing sites of similar size and complexity, including sites with hazardous materials issues; (4) the bidder provides proof of sufficient assets to cover all obligations through Closing; and (5) the Bidder is in good standing with the MBTA and the Commonwealth of Massachusetts.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

The MBTA will announce the highest bidder among the responsible and eligible bidders (the "Successful Bidder") within a due diligence period of approximately seven (7) days after the bid opening.

Acceptance of a Bid shall be subject to a vote of the MBTA's Board of Directors.

Any and all costs and expenses incurred by the Successful Bidder with regard to the Property prior to the vote of the MBTA Board of Directors will be the responsibility of the Successful Bidder and at its own risk.

The Successful Bidder shall execute the Purchase and Sale Agreement, substantially in the form attached hereto as Appendix C not less than five (5) business days prior to the MBTA Board of Directors vote or 60 days after the Bid Opening, whichever is later.

If the Successful Bidder fails to execute the Purchase and Sale Agreement within the aforesaid time frame, then the MBTA may retain the Bid Deposit as liquidated damages, all obligations of the MBTA due to the Successful Bidder shall cease, and the MBTA may award the Bid to the next highest Bidder or re-advertise the Property. Thereafter, in the event the MBTA notifies the second or third highest Bidder that it is now the Successful Bidder, and the newly designated Successful Bidder fails to execute the Purchase and Sale Agreement within twenty (20) business days of such notice, then the Bid Deposit of the Successful Bidder shall be retained as liquidated damages, all obligations of the MBTA due to the Successful Bidder shall cease, and the MBTA may award the Bid to the next highest Bidder or re-advertise the Property.

G. RIGHT TO REJECT BIDS

The MBTA reserves the right to reject any and all Bids and responses, in whole or in part, and then to advertise for new proposals or to otherwise deal with the Property, as may be in the best interest of the MBTA. The MBTA also reserves the right to waive any informalities, minor deviations, insignificant mistakes and matters of form rather than substance and to seek clarification of the proposal or contract document, which can be waived or corrected without prejudice to other offerors, potential offerors or the MBTA.

No officer or agent of the MBTA is authorized to waive this reservation.

ALL OF THE TERMS, CONDITIONS, SPECIFICATIONS, APPENDICES AND INFORMATION LISTED IN THE TABLE OF CONTENTS AND INCLUDED IN THIS INVITATION TO BID SHALL CONSTITUTE THE ENTIRE INVITATION TO BID PACKAGE AND SHALL BE INCORPORATED BY REFERENCE INTO THIS BID SUBMISSION. NO CONDITIONS, OTHER THAN THOSE SPECIFIED IN THIS INVITATION TO BID WILL BE ACCEPTED AND BIDS SUBJECT TO BIDDERS CONDITIONS MAY BE DISQUALIFIED EXCEPT AS SPECIFIED IN THIS INVITATION TO BID.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

IV. OTHER TERMS AND CONDITIONS

A. ADDITIONAL DEPOSIT

A non-refundable deposit in the amount of \$100,000.00 shall be delivered to the MBTA/SELLER upon execution of the Purchase and Sale Agreement by the BUYER. The additional deposit shall be payable to the MBTA and shall be in the form of a banker's or cashier's check and shall be credited against the purchase price at closing. An additional, non-refundable deposit, in the amount of \$100,000.00 shall be similarly due six months after execution of the Purchase and Sale Agreement by the BUYER. These deposits shall be payable to the MBTA and shall be in the form of a banker's or cashier's check and shall be credited against the purchase price at closing.

In the event the Successful Bidder/Buyer fails to complete the purchase of the Property after execution of the Purchase and Sale Agreement other than for failure of the MBTA to deliver good title, all the deposit(s) received shall be forfeited to the MBTA.

B. TITLE

It is the Successful Bidder's responsibility to determine and verify all title information pertaining to the Property.

The MBTA will deliver the property with good and clear marketable title to the Property as defined in the Purchase and Sale Agreement attached as Appendix C

The MBTA makes no representation as to the fitness of the Property for any proposed use, the suitability of the Property for any particular purpose, or as to the ability of the Bidder to obtain any necessary permits or approvals relating to the Property.

C. CONDITION OF THE PROPERTY

The Property is being sold in "as is" condition. See Section II G for a discussion of environmental conditions.

D. ENVIRONMENTAL INVESTIGATION

The Successful Bidder will be permitted to conduct additional environmental investigations in accordance with the provisions of the Purchase and Sale Agreement in Appendix C. All investigatory test results and reports obtained by the Successful Bidder shall be submitted to MBTA and/or its consultants, including TRA, within one week of receipt by the Successful Bidder of the test results; the same submission shall be made by Successful Bidder to MBTA within one week of the receipt by the Successful Bidder of each report based on the test results.

E. ENVIRONMENTAL REMEDIATION: After Closing, the Successful Bidder shall undertake and complete at its sole expense all response actions required by M.G.L.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

Chapter 21E, the MCP, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the National Contingency Plan, 40 CFR Part 300 et seq., any Massachusetts Department of Environmental Protection ("DEP") or United States Environmental Protection Agency ("EPA") notice or order, and all other applicable state and federal laws and regulations, all as amended from time to time, with respect to Hazardous Materials on the site. The Successful Bidder shall satisfy all requirements with respect to the Hazardous Materials on the site imposed by (1) the Preliminary Injunction agreed to between MBTA and the Commonwealth of Massachusetts on October 12, 2001 in Civil Action No. 01-4492E, and (2) the Clean State Administrative Consent Order agreed to between MBTA and Commonwealth of Massachusetts on June 30, 2000. Successful Bidder shall achieve a "Condition of No Significant Risk" with respect to the Hazardous Materials and shall file with DEP a Response Action Outcome Statement, as those terms are defined in the MCP. The Successful Bidder agrees that the MBTA shall have no further responsibility or obligation whatsoever under any circumstance with respect to the assessment, containment, removal or remediation of any Hazardous Contamination on the Property after the date of the Closing; except that the MBTA agrees to cooperate to the extent necessary for Successful Bidder to obtain, at Successful Bidder's expense, any Response Action Outcome, Covenant Not To Sue, Memorandum of Understanding or any Brownfields relief or credits that Successful Bidder may seek under applicable federal or state law so long as such actions are determined by the MBTA to have no negative impact on the MBTA.

F. ENVIRONMENTAL RELEASE AND INDEMNITY

The Successful Bidder shall release the MBTA and AMTRAK from liability for anything related to the condition of the Property, including, without limitation, any Hazardous Materials thereon or on abutting property not owned by the MBTA where Hazardous Materials from the Property migrated to said abutting property.

The Successful Bidder will further agree not to assert or bring, nor cause any person, entity or third-party to assert or bring any Claims against the MBTA relating to, or arising from the Hazardous Materials, including all known and unknown conditions with respect thereto. For exact terms of the Release see the Purchase and Sale Agreement attached as Appendix C.

The Successful Bidder will also indemnify, hold harmless and defend (1) the MBTA and its directors, board members, officers, employees, agents, attorneys, successors and assigns and (2) AMTRAK (collectively, the "MBTA Indemnified Party") from and against any and all Claims now or hereafter asserted against the MBTA Indemnified Party by any federal, state or local governmental agency or entity or any person, entity or third-party (including any person, entity or party related in any way or associated with the Successful Bidder) relating to, or arising from, the Hazardous Materials on the Property or on non-MBTA owned abutting property where Hazardous Materials from the Property migrated. For the exact terms of the required Indemnity see the Purchase and Sale Agreement attached as Appendix C.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

G. ESCROW ACCOUNT

At Closing, the MBTA will contribute One Million Dollars (\$1,000,000.00) of the Purchase Price to an escrow account to be used to assist the Successful Bidder with the environmental remediation of the Property. After the Successful Bidder has spent Five Hundred Thousand Dollars (\$500,000.00) on initial environmental remediation the escrow account funds will be available to pay two dollars for every one dollar spent by the Successful Bidder on further remediation up to the full amount in the escrow account. See Section 13 of the Purchase and Sale Agreement, attached as Appendix C, for more details on the escrow account and the use of the escrowed funds.

H. PROCEDURAL ENVIRONMENTAL RESPONSIBILITIES

Upon execution of the Purchase and Sale Agreement, the Successful Bidder agrees to become the lead entity in dealing with DEP with respect to the Property, including, but not limited to, the Preliminary Injunction, the Consent Order, the Phase III Report, the Phase IV Report and the Public Information Process. All costs related to the above, including without limitation, all costs incurred by the MBTA in its continuing role, if any, shall be the responsibility of the Successful Bidder. The MBTA shall fully cooperate with the Successful Bidder in the Successful Bidder's lead role. If at any time, the MBTA determines that the Successful Bidder is not fulfilling its lead role, the MBTA may step back into that role and the Successful Bidder shall do everything necessary to assist the MBTA to reenter the lead role. A determination that the Successful Bidder is not fulfilling its lead role shall be a default hereunder entitling the MBTA to keep all deposits made by the Successful Bidder and the Successful Bidder shall remain responsible for all costs incurred by the MBTA in its efforts to assist the Successful Bidder in its lead role prior to the termination of the Successful Bidder's lead role.

I SURVEY

The MBTA has completed a preliminary survey of the Property, a copy of which is attached as Exhibit A. The Buyer, at its cost, shall be responsible for amending the survey, if necessary, in order to complete a survey plan in a form acceptable for recording. The survey shall show the location and size of the "retained use land" and the location and size of the "Loop Track", if necessary.

J. APPROVAL NOT REQUIRED or SUBDIVISION PLAN

The Successful Bidder will be responsible for obtaining an Approval Not Required (ANR) or a Subdivision Plan, if required before closing.

THESE AND OTHER ESSENTIAL TERMS AND CONDITIONS OF THE BID ARE DESCRIBED IN THE PURCHASE AND SALE AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN AS APPENDIX C. BIDDERS ARE STRONGLY ADVISED TO READ, UNDERSTAND AND SEEK CLARIFICATION OF ANY QUESTIONS CONCERNING THE PURCHASE AND SALE AGREEMENT PRIOR TO OR AT THE PRE BID CONFERENCE.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

BID FORM A

BID OF:

NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP** _____

CONTACT PERSON: _____ **TELEPHONE:** _____

The undersigned Bidder hereby offers to purchase 42+/- Acres of land located at Readville Yard 5, in Boston and Dedham, Massachusetts (the "Property"), subject to the provisions contained in the Invitation to Bid dated January 22, 2003 and for the single payment of:

(Amount in Words)

_____ (\$ _____) per square foot
Amount in words

Times the Actual Square footage of the Property

The undersigned hereby agree(s) that:

- a) I/we have submitted with this Bid a Bid Deposit in the amount of \$20,000.00 in the form of a certified cashier's check, treasurer's check or bank draft made payable to the MBTA;
- b) if I/we are declared the Successful Bidder, the Bid Deposit is **non-refundable** and may be retained by the MBTA as liquidated damages;
- c) if the MBTA is unable to deliver the Property in accordance with the terms of the Purchase and Sale Agreement, the Bid Deposit, less an Administrative Fee in the amount of Ten Thousand (\$10,000.00) Dollars, will be returned;
- d) interest earned on the Bid Deposit, if any, prior to MBTA Board approval of the transaction shall be the property of the MBTA;
- e) the Bid Deposit may be retained by the MBTA for up to six months if the undersigned is declared the second or third highest bidder;
- f) at closing, the Bid Deposit, less an Administrative Fee in the amount of Ten Thousand (\$10,000.00) Dollars will be credited against the payment due.

The undersigned hereby declares that its Bid is submitted directly to the MBTA through its Designated Representative, TRA, and involves no real estate broker's commission to be paid by the MBTA.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

BID FORM A

Page 2

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts, and hereby certifies that all of the information and statements contained in this Bid to the MBTA are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made herein, change, the undersigned will promptly notify TRA in writing by certified mail or hand delivery. The undersigned also understands that a misstatement, omission and/or failure to update information may be cause for the MBTA to reject the undersigned's bid and may have the effect of precluding the applicant from doing business with the MBTA in the future.

The undersigned hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the MBTA or its designated representative in verification of the recitals regarding the Bidder's submission, or any other information submitted.

The undersigned hereby certifies that the undersigned, is authorized to sign this bid on behalf of the Bidder and in accordance with the **ATTACHED SIGNED AND SEALED AUTHORIZATION ***.

As a condition of the sale of the Property, the Bidder hereby agrees to share the MBTA's commitment to Equal Employment Opportunity (EEO), and Affirmative Action (AA), and is willing to encourage the Utilization of Disadvantaged Business Enterprises (DBE's) with respect to the use and development of the Property. Furthermore, the undersigned agrees not to discriminate upon the basis of race, color, religion, sex, age, ancestry, sexual orientation, veteran status, disability, or national origin in the development and use of the Property.

The undersigned hereby acknowledges that I/we have received and read the Invitation to Bid and have acquainted myself/ourselves with matters therein referred to and understand that in making this proposal, all rights to plead misunderstanding regarding the same have been waived in connection to the proposal.

Print Bidder Name: _____

Authorized Signature: _____

Print Signer's Name: _____

Title: _____

Date: _____

* If the bidding entity (the "Bidder") is other than an individual, Bidder should include a signed and sealed statement that the signer is authorized by the Bidder to sign on behalf of the Bidder.

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

BID FORM B
BUYER'S AFFIRMATIONS

STATEMENT OF BENEFICIAL INTEREST

I hereby state, under the penalties of perjury, that the true names and addresses of all persons, who have or will have a direct or indirect beneficial interest in the lease of the land located at Readville Yard 5, part of the larger Readville Yard complex in Boston and Dedham, Massachusetts are listed below in compliance with the provisions of Section 40J of Chapter 7 of the Massachusetts General Laws and I further state that I am in position to know the names of all those with a beneficial interest. Below is the name, and residence and phone number of all persons* with said beneficial interest.

<u>Name</u>	<u>Residence Address</u>	<u>Telephone Number</u>
-------------	--------------------------	-------------------------

--	--	--

[Attach additional sheet if more space needed]

The undersigned also acknowledges and states that none of the above listed individuals is (1) an official elected to public office in the Commonwealth of Massachusetts or (2) an employee of the Massachusetts Bay Transportation Authority or of Transit Realty Associates, LLC.

SIGNED under the penalties of perjury.

Print Bidder Name: _____

Authorized Signature: _____

Print Signer's Name: _____

Title: _____ Date: _____

* If "persons" or the Bidder are publicly traded corporations, only owners of ten percent (10%) or more of the stock of companies traded on a national exchange need to be used.

Commonwealth of Massachusetts

County of _____, ss _____ Date _____

Then appeared personally before me _____ and
declared the above Certificate of Beneficial Interest to be his/her free act and deed.

Notary Public Seal

Print Name _____

My Commission Expires _____

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
THROUGH TRANSIT REALTY ASSOCIATES, LLC

**INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS**

I hereby certify, under penalties of perjury, that:

A. Non Collusion Statement

this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

B. Revenue Enforcement Certificate

pursuant to M.G.L. Ch. 62C, Sec. 49A, I (my company), to the best of my knowledge and belief, have (has) filed all state tax returns and paid all state taxes required under law.

Bidder's Social Security Number or
Federal Identification Number

C. Employer's Certificate of Compliance with Massachusetts Employment Security Law

pursuant to G. L. C. 151A, Sec. 19A(b), _____

(Name of Employer)

D.E.T. ID Number _____, has complied with all laws of the Commonwealth relating to contributions and payments is lieu of contributions¹.

¹ The employer may certify its compliance if it has entered into and is complying with a repayment agreement satisfactory to the Commissioner or there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G. L. C. 151A, Sec. 19A(c).

SIGNED under the penalties of perjury.

Print Bidder Name: _____

Authorized Signature: _____

Print Signer's Name: _____

Title: _____ Date: _____

Commonwealth of Massachusetts

County of _____, ss _____ Date _____

Then appeared personally before me _____ and
declared the above statements to be his/her free act and deed.

Notary Public

Seal

Print Name _____

My Commission Expires _____

**INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS**

BID FORM C

BANKING/FINANCIAL REFERENCES

1. All Bidders must provide a bank or other financial institution reference.

Name of Bank or Financial Institution _____

Address _____

City/Town _____ State _____ Zip Code _____

Contact Person _____ Telephone # _____

Name on the Account _____

Account # _____

2. Corporate Bidders must include a Certificate of Good Standing from the Secretary of State's Office as part of the bid submission.

**INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS**

**BID FORM D
DEVELOPMENT QUALIFICATIONS**

Development Program

The Bidder must demonstrate feasibility and compatibility of the proposed program with the regulations of the City of Boston and the Town of Dedham and on-going community planning.

The proposed development program, including, buildings, circulation, parking, loading, open space etc., must be self-contained within the Property. The program must not materially interfere with any MBTA operations at or near the site.

The Bid submission must include information on the proposed development program including, but not limited to the following:

- (a) Bidder should assume that six acres of the site will be used by the MBTA and shall set aside six acres for such use.
- (b) A general physical description and site plan showing the structures to be placed on the parcel including a building and preliminary site plan indicating total square footage, building footprint, building height and massing, parking layout, circulation, servicing and open space; and
- (c) A description of the project uses and activities that indicate project feasibility including design, construction and operational compatibility:
 - with adjacent MBTA operations at the station
 - with neighboring uses and community goals
 - zoning and other applicable regulations (Appendix B)
 - traffic issues which may be associated with the project
- (d) Pro forma financial projections containing usual and customary data sufficient to establish financial feasibility for the project. Bidders may also provide alternative pro formas that would be used by an identified financing source that the Bidder plans to use.

Firm Qualifications

The Bid submission must include firm qualification information that demonstrates that the Bidder meets the minimum standards set forth below.

- (a) Experience - The Bidder must demonstrate success with projects of similar size and complexity within the last three years in which one or more Principals of the Bidder's firm or other identified team members were involved. Bidder should demonstrate experience in working on sites with Hazardous Materials issues.
- (b) Financial - The Bidder must provide proof of sufficient assets to cover all obligations associated with the Bid through closing.

**INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS**

The Bidder must demonstrate that its firm (and/or Principals) is/are not in default of any outstanding obligations to the MBTA. Bidders must be in good standing with the MBTA to be eligible for bid award.

In addition, the Bidder and Principals must all be of good moral character.

**INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS**

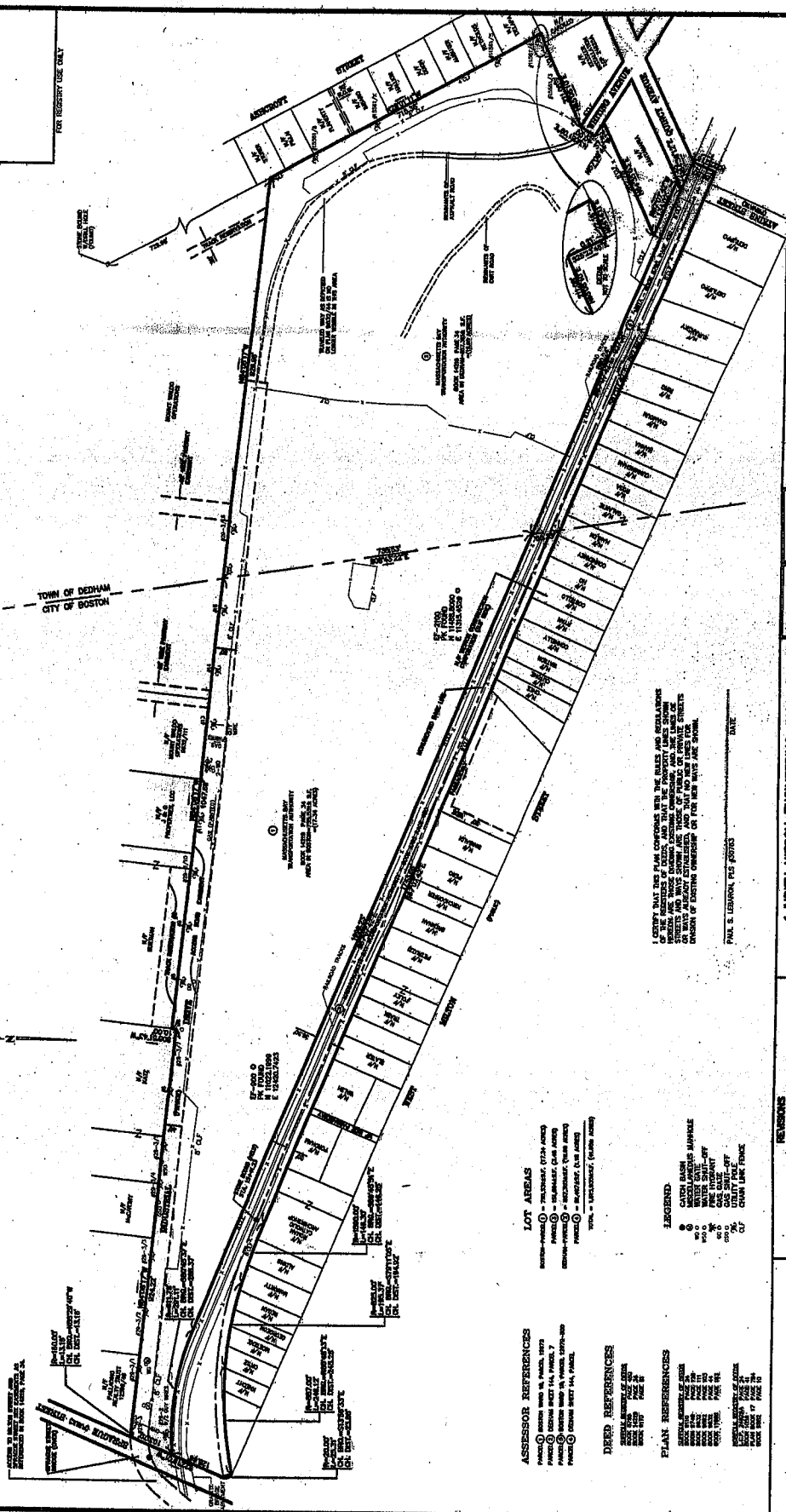
APPENDICES

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

APPENDIX A

VICINITY MAP

SITE PLANS



FOR RESERVATION ONLY

SHEET
S-1
OF 1
REV.

PLAN OF LAND
FOR THE
MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
PREPARED FOR
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
500 ARBORWAY, JAMAICA PLAIN, MASSACHUSETTS 02130

TOWN OF DEDHAM
CITY OF BOSTON

I ACCEPT THAT THIS PLAN COMPARES WITH THE RECORD AND ORIGINAL
OF THE RECORDS OF DEDHAM, AND THAT THE PROPERTY LINES SHOWN
STREETS AND WAYS SHOWN ARE THOSE OF PARCELS OR PRIVATE STREETS
DIVISION OF ENGINEERING UNIVERSITY OF PITTSBURGH AND THE RECORDS
PAUL S. LEONARD, P.E. 2/20/83 DATE

JUDITH NITSCH ENGINEERING, INC.
CIVIL ENGINEERING ARCHITECTURE PLANNERS
100 LINDEN STREET, SUITE 202 BOSTON, MA 02111-0202
TEL: (617) 338-7000 FAX: (617) 338-4622

SCALE: 1" = 50' (SEE SCALE 1/2" = 100')

LOT AREAS
 10000-10000 = 10000 SQ. FT. (2.25 ACRES)
 5000-5000 = 5000 SQ. FT. (0.11 ACRES)
 2500-2500 = 2500 SQ. FT. (0.06 ACRES)
 1250-1250 = 1250 SQ. FT. (0.03 ACRES)
 625-625 = 625 SQ. FT. (0.01 ACRES)
 TOTAL = 100000 SQ. FT. (2.25 ACRES)

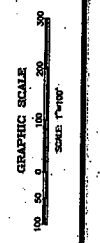
LEGEND
 ○ CATCH BASIN
 ○ MANHOLE
 ○ WASTEWATER MANHOLE
 ○ WATER MAIN
 ○ GAS MAIN
 ○ UTILITY POLE
 ○ CHAIN LINK FENCE

ASSASSOR REFERENCES
 PARCEL 10000-10000 IN PARCEL 10000
 PARCEL 5000-5000 IN PARCEL 10000
 PARCEL 2500-2500 IN PARCEL 10000
 PARCEL 1250-1250 IN PARCEL 10000
 PARCEL 625-625 IN PARCEL 10000

DEED REFERENCES
 DEED 10000-10000 IN DEED 10000
 DEED 5000-5000 IN DEED 10000
 DEED 2500-2500 IN DEED 10000
 DEED 1250-1250 IN DEED 10000
 DEED 625-625 IN DEED 10000

PLAN REFERENCES
 PLAN 10000-10000 IN PLAN 10000
 PLAN 5000-5000 IN PLAN 10000
 PLAN 2500-2500 IN PLAN 10000
 PLAN 1250-1250 IN PLAN 10000
 PLAN 625-625 IN PLAN 10000

NO.	REVISIONS	DATE



**INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS**

APPENDIX B

Massachusetts General Laws, Chapter 40, Sec. 54(A)

§ 54A. Structures on Abandoned Railroad Rights-of-Way.

If a city or town or any other person purchases any lands formerly used as a railroad right-of-way or any property appurtenant thereto formerly used by any railroad company in the commonwealth, no permit to build a structure of any kind on land so purchased shall be issued by any city or town in the commonwealth without first obtaining, after public hearing, the consent in writing to the issuance of such permit from the secretary of the executive office of transportation and construction. If said secretary does not consent to the issuance of such permit, the owner of the land may recover from the commonwealth such damages as would be awarded under the provisions of chapter seventy-nine.

Notwithstanding the provisions of the second sentence of the foregoing paragraph, there shall be no recovery from the commonwealth in damages under said sentence by an owner of such land purchased after January first, nineteen hundred and seventy-six. (1973, 963; 1975, 859, § 18A.)

INVITATION TO BID
SALE OF PROPERTY
READVILLE YARD 5 BOSTON AND DEDHAM, MASSACHUSETTS

APPENDIX C

PURCHASE AND SALE AGREEMENT

APPENDIX C

PURCHASE AND SALES AGREEMENT BETWEEN
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

FOR LAND LOCATED IN READVILLE YARD 5
BOSTON AND DEDHAM MASSACHUSETTS

1. **Parties**

The **MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts with a usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 (hereinafter the "SELLER") agrees (subject to the approval of SELLER'S Board of Directors) to sell and convey to _____ with a usual place of business at _____, Massachusetts _____, its successors or assigns, (hereinafter known as the "BUYER") and BUYER agrees to buy the following described Premises subject to the terms and conditions hereof.

BUYER was notified on _____, 2003 that it was the successful bidder with respect to the land located in the Readville Yard 5 as described in the Massachusetts Bay Transportation Authority "Invitation to Bid for the Sale of Property Located at Readville Yard 5, Part of the Larger Readville Yard Complex in Boston and Dedham, Massachusetts" dated January 22, 2003 (hereinafter the "ITB").

2. **Premises**

The premises consist of a parcel of land approximately forty two (42) ± acres in size, including all improvements thereon and appurtenances thereto, if any, located within what is known as Readville Yard 5 in Boston and Dedham Massachusetts (the "Premises"), as indicated on the plan entitled "_____", dated _____, 2003 (the "Plan"), attached hereto as Exhibit A. Up to six (6) acres of the Premises may be

subject to either (a) an exclusive retained easement for the benefit of the SELLER or (b) a leaseback to SELLER at no consideration for use and development as SELLER determines, including, but not limited to, railroad storage. The exact area and location of such easement/lease shall be subject to negotiation between the parties hereto but the area must be conveniently located as determined by SELLER. So long as the SELLER uses the area for railroad storage or other transportation purposes, the area must be accessible by railroad tracks from outside the Premises.

3. **Quality of Title**

The Premises are to be conveyed by a good and sufficient quitclaim deed (the "Deed") of the SELLER, conveying a good and marketable title to the same, free from all encumbrances, except:

- (a) Provisions of existing building and local zoning laws;
- (b) Existing rights created by instruments of record in party or partition walls;
- (c) Such taxes for the current tax year as are not due and payable on the date of the delivery of such deed, and any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions, reservations, and eminent domain takings by third parties of record;
- (e) Any encroachments, parties-in-possession, leases, licenses and occupancies
 - (1) that can be seen by inspecting the Premises, or
 - (2) are stated in subsection (f) immediately below, or
 - (3) are shown on the plan attached hereto as Exhibit A; and
- (f) A non-exclusive easement for the benefit of the MBTA and abutters in the access road, shown on Exhibit A, presently serving the privately owned industrial/warehouse properties abutting the south side of the Premises.

There is an existing agreement between CSX and the SELLER which permits CSX to use an existing rail loop on the Premises. SELLER intends to extinguish this right before Closing. No other easement, license, restriction or encroachment, unless it makes it impossible to use the Premises for all of the uses permitted as of right pursuant to the

zoning code, will be considered as rising to the level of a finding that SELLER is not able to deliver good title.

4. Purchase Price

For such deed and conveyance, the BUYER is to pay the sum of _____ Dollars and _____ Cents (\$_____) per square foot times the actual number of square feet of Useable Land (the "Purchase Price"), where Useable Land is defined as the Premises minus the land the use of which the SELLER decides to retain (up to a maximum of 6 acres).

A bid deposit of Ten Thousand Dollars (\$10,000) to be credited toward the Purchase Price was paid to SELLER prior to the date hereof. An additional deposit of ONE HUNDRED THOUSAND Dollars (\$100,000) has been paid by BUYER simultaneously with the execution of this Purchase and Sale Agreement (the "Agreement"), pending final approval of this Agreement by the SELLER'S Board of Directors. An additional deposit of ONE HUNDRED THOUSAND dollars (\$100,000) will be due to the SELLER from the BUYER six (6) months from the date hereof and shall be paid in cash or by certified cashier's, treasurer's or bank check drawn on a Boston bank and payable directly to the SELLER. Upon the delivery of the Deed to the Premises, the remainder of the Purchase Price is to be paid in cash or by certified cashier's, treasurer's or bank check drawn on a Boston bank and payable directly to the SELLER without endorsement (or with one endorsement by BUYER in the presence of SELLER). Deposits are non-refundable if BUYER fails to close except for SELLER's failure to deliver title.

5. Time of Performance

The Deed is to be delivered and the remainder of the Purchase Price paid at the office of the SELLER'S agent, Transit Realty Associates, LLC, 20 Winthrop Square, 2nd Floor, Boston, Massachusetts on May 1, 2004 (the "Closing Date"), assuming authorization of the SELLER'S Board of Directors by April 30, 2003. If the SELLER'S Board Directors authorizes the sale after that date, the closing will be thirteen (13) months after said Board authorization. SELLER may extend the date of Closing at BUYER's request upon terms and conditions to be set by SELLER.

6. **Survey**

As part consideration for such deed and conveyance, and as a condition precedent to delivery of said Deed, the BUYER shall pay the cost of amending the preliminary survey plan prepared by SELLER, if necessary, to show the final Premises and to show the Useable Land. The final survey shall be suitable for recording at the Registry of Deeds.

7. **Regulatory and Permitting Approvals**

If either an Approval Not Required (ANR) Plan or Subdivision Plan is required in order to record the original deed plan, the BUYER must submit such plan to the appropriate Municipal departments for approval immediately after the amended survey is completed and prior to Closing. BUYER'S inability to obtain all permitting approvals necessary to effectuate BUYER'S plans for the development of the Premises shall not relieve BUYER of its obligation to purchase the Premises.

The Sale of the Premises is subject to the provisions of Massachusetts General Laws, Chapter 40, Sec. 54A.

8. **Title/Extension to Perfect Title**

BUYER shall obtain a complete review of the title to the Premises at its cost no later than **sixty (60) days** after the execution of this Purchase and Sale Agreement by the BUYER and a copy of said title report shall then immediately be given to SELLER. Any and all title defects shall be waived if the title search is not completed within this time. If the SELLER shall be unable to give title or to make conveyance as above stipulated, the SELLER shall use reasonable efforts to remove any defects in title, in which event SELLER'S time for performance hereof shall be extended for a period of up to sixty (60) days. If, at the expiration of such extended time, the SELLER fails or is unable to remove such encumbrances and such matters of title, or if SELLER is unable to obtain approval by its Board of Directors, then the BUYER may elect to terminate this Agreement. In the event of such election, all deposits shall be refunded to the BUYER and all obligations of either party hereto shall cease and this Agreement shall be null and void; except that any liability of the BUYER that arose pursuant to Sections 13,15 and 16 hereof shall remain.

9. **Acceptance of Deed**

BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER is able to deliver to the Premises in its then condition and to pay the remainder of the Purchase Price without deduction. The acceptance of a Deed and possession by the BUYER shall be deemed to be full performance and discharge hereof.

10. **No Brokers**

BUYER hereby represents and warrants that it has not dealt with any broker who is entitled to a commission or fee in connection with the conveyance contemplated hereby, and covenants to pay, hold harmless and indemnify SELLER from and against any and all claims for any such commissions or fees. SELLER hereby represents and warrants that it has not dealt with any broker or other entity who is entitled to a commission or fee in connection with the conveyance contemplated hereby other than TRA, whose fee is the sole responsibility of the SELLER, and SELLER covenants to pay, hold harmless and indemnify BUYER from and against any and all claims for any such commissions or fees. The representations, warranties, and agreements contained in this paragraph shall survive the delivery of the deed and/or any expiration or termination of this Agreement.

11. **Condition of the Premises**

SELLER hereby expressly disclaims any representations or warranties of any nature, express or implied or otherwise, except as expressly set forth herein, about the condition of the Premises including without limitation, anything related to the presence of "oil", "hazardous materials" or "hazardous wastes" as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E"), as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP") (collectively, "Hazardous Materials"), and as further defined in all other applicable state and Federal laws regarding Hazardous Materials on, in, at, over, under, from, through or associated with the Premises.

SELLER has made available to BUYER environmental reports, which BUYER has received and reviewed, that indicate that Hazardous Materials have been or may have been released on, at, under and from the Premises (the Hazardous Materials, wherever they

have or may come to be located, are hereinafter referred to as the "Contamination"). BUYER shall accept the Premises "as is", including the Contamination, and agrees that BUYER shall have no right to terminate this Agreement as a result thereof. BUYER hereby acknowledges that SELLER is selling and BUYER shall accept the Premises in an "as is" condition and with "all faults" as of the Closing Date, without any warranty or representation by SELLER, its agents or representatives whatsoever relating to the Premises. BUYER further acknowledges and confirms that BUYER is not relying on any representation or inducement which was or may have been made or implied by SELLER or any other party acting on behalf of SELLER with respect to the Premises, including, without limitation, the fitness of the Premises for any proposed use, the suitability of the Premises for any particular purpose, or as to the ability of the BUYER to obtain any necessary permits or approvals. The provisions of this Section 11 shall survive delivery of the deed hereunder.

12. Indemnification and Release of SELLER By BUYER

(a) Release

From and after acceptance of the deed, BUYER, its predecessors, parent corporations, divisions, subsidiaries, affiliates, successors-in-title, successors and assigns, and each of their respective members, managers, directors, officers, shareholders, trustees, partners, employees, agents, heirs, beneficiaries, personal representatives, executors and administrators (collectively, the "BUYER Releasing Party") agrees that by acceptance of the deed BUYER shall have released the SELLER, the National Railroad Passenger Corporation ("Amtrak") and CSX Transportation ("CSX") and their respective directors, board members, officers, employees, agents, attorneys, successors and assigns (collectively, "SELLER Released Party") from any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third party claim or any other claim) including, without limitation, claims for response actions, response costs, assessment, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by DEP or EPA, fines or penalties, permit and annual compliance fees, attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury

damages claims, relating to, or arising from, the Contamination or other condition of the Premises, including all known and unknown conditions with respect thereto (hereinafter "Claims"). BUYER further covenants and agrees that the BUYER Releasing Party will not assert or bring, nor cause any person, entity or third-party to assert or bring any Claims against SELLER Released Party relating to, or arising from the Contamination or other condition of the Premises or from Hazardous Materials on abutting non- SELLER-owned property which Hazardous Materials migrated from the Premises, including all known and unknown conditions with respect thereto. The provisions of this subsection 12(a) shall survive the delivery of the deed and shall be included in the deed.

(b) Assumption of Responsibility

From and after acceptance of the deed, BUYER shall undertake and complete at its sole expense all response actions required by M.G.L. Chapter 21E, the MCP, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the National Contingency Plan, 40 CFR Part 300 et seq., any Department of Environmental Protection ("DEP") or United States Environmental Protection Agency ("EPA") notice or order, and all other applicable state and federal laws and regulations, all as amended from time to time, with respect to the Contamination both on the Premises and on abutting non-SELLER owned premises which contain Contamination which migrated from the Premise. BUYER shall satisfy requirements with respect to the Contamination imposed by (1) the Preliminary Injunction agreed to between SELLER and the Commonwealth of Massachusetts on October 12, 2001 in Civil Action No. 01-4492E (the "Preliminary Injunction"), attached hereto, and (2) the Clean State Administrative Consent Order agreed to between SELLER and Commonwealth of Massachusetts on June 30, 2000 (the "Consent Order"), attached hereto. BUYER shall achieve a "Condition of No Significant Risk" with respect to the Contamination and BUYER shall file with DEP a Response Action Outcome Statement, as those terms are defined in the MCP. BUYER agrees that SELLER shall have no further responsibility or obligation whatsoever under any circumstance with respect to the assessment, containment, removal or

remediation of the Contamination after the date of the Closing, except SELLER agrees to cooperate to the extent necessary for BUYER to obtain, at BUYER'S expense, any Response Action Outcome, Covenant Not To Sue, Memorandum of Understanding or any Brownfields relief or credits that BUYER may seek under applicable federal or state law so long as such actions will have no negative impact on the SELLER. The provisions of this Subsection 12(b) shall survive delivery of the deed and shall be included in the deed.

(c) Indemnity

From and after acceptance of the deed, the BUYER Releasing Party hereby agrees to indemnify, hold harmless and defend the SELLER, Amtrak and CSX and their respective directors, board members, officers, employees, agents, attorneys, successors and assigns (collectively, the "SELLER Indemnified Party") from and against any and all Claims now or hereafter asserted against the SELLER Indemnified Party by any federal, state or local governmental agency or entity or any person, entity or third-party (including any person, entity or party related in an any way or associated with the BUYER) relating to, or arising from, the Contamination (the "BUYER Indemnified Claim"). The BUYER Releasing Party shall be promptly notified, in writing, by the SELLER Indemnified Party of the assertion of any BUYER Indemnified Claim. The BUYER Releasing Party shall have sole control of the defense of any BUYER Indemnified Claim and all negotiations for its settlement or compromise provided that the SELLER Indemnified Party is fully indemnified by the BUYER Releasing Party and provided further that the settlement or compromise shall not include the admission of any liability, guilt (or comparable plea), wrongdoing or negligence, or the imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the BUYER Releasing Party on behalf of the SELLER Indemnified Party or any other action that would materially prejudice the rights of the SELLER Indemnified Party without the SELLER Indemnified Party's express written approval. The SELLER Indemnified Party shall cooperate with the BUYER Releasing Party in the defense of any BUYER Indemnified Claim. The provisions of this Subsection 12(c) shall survive the delivery of the deed and shall be included in the deed.

13. Environmental Investigation

The BUYER, at BUYER's expense, may complete an environmental investigation of the Premises. Before beginning any environmental investigation, BUYER shall submit to SELLER for its approval a scope of work showing the locations on the Premises at which BUYER intends to have sampling carried out, the extent of the sampling, and what testing will be done on the samples. BUYER shall submit all investigatory test results and reports obtained by the BUYER to the SELLER and/or its consultants and Transit Realty Associates, LLC, with a usual place of business at 20 Winthrop Square, Boston, Massachusetts 02110, within one week of BUYER'S receipt of the test results and within one week of each analytic review or other report based on the test results.

14. Escrow Account.

On or before Closing an escrow account shall be created to be used to assist in the payment of the costs of the removal of Hazardous Materials or other remediation of the Premises. At Closing, One Million dollars (\$1,000,000) of the Purchase Price shall be placed in the escrow account to be controlled by a Trustee selected jointly by BUYER and SELLER. BUYER shall be responsible for the first Five Hundred Thousand Dollars (\$500,000) in environmental remediation costs and BUYER shall submit bills related to the removal of Hazardous Materials or other remediation of the Premises that have been approved by SELLER to the Trustee with evidence of their payment by BUYER.

Thereafter, BUYER shall continue to submit to the Trustee SELLER approved bills related to the removal or other remediation of the Premises along with evidence that one third of the amount of the bill has been paid by BUYER. The Trustee shall send a check on the escrow account for two thirds of the bill to the billing entity. If at the time that BUYER and SELLER agree that the Premises have been remediated pursuant to all applicable orders, agreements, and environmental rules and regulations (or if BUYER and SELLER cannot so agree, then when DEP decides that such removal and/or remediation is complete) and there are funds remaining in the escrow account, then the Trustee shall remit to SELLER any funds remaining in the escrow account.

*500k in Buyer's
500k Seller's
500k matched*

15. Procedural Environmental Responsibilities

Upon execution of this Agreement, BUYER agrees to become the lead entity in dealing with DEP with respect to the Premises, including, but not limited to, the Preliminary Injunction, the Consent Order, the Phase III Report, the Phase IV Report and the Public Information Process. All costs related to the above, including without limitation, all costs incurred by SELLER in its continuing role, if any, shall be the responsibility of BUYER. SELLER shall fully cooperate with BUYER in BUYER's lead role. If at any time, SELLER determines that BUYER is not fulfilling its lead role, SELLER may step back into that role and BUYER shall do everything necessary to assist SELLER to reenter the lead role. A determination that BUYER is not fulfilling its lead role shall be a default hereunder entitling SELLER to keep all deposits made by BUYER and BUYER shall remain responsible for all costs incurred by SELLER in its efforts to assist BUYER in its lead role prior to the termination of BUYER's lead role. This paragraph shall survive the termination of this Agreement.

16. Entry Onto Premises Before Closing

If BUYER desires to enter onto the Premises before Closing, then BUYER hereby agrees to:

- (a) indemnify, defend (at the option of the SELLER) and save the SELLER and Amtrak harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, those related to the Contamination or other Hazardous Materials (collectively the foregoing shall be referred to as "Liabilities") that may be imposed upon, incurred by, or asserted against the SELLER or Amtrak by reason of any of the following occurrences:
- (1) The activities of the BUYER hereunder or the exercise by the BUYER of any rights or privileges hereby granted; or
 - (2) The placement or accidental release of any Hazardous Materials onto the Premises (or other property of the SELLER or of others adjacent to the Premises by BUYER or its employees, agents, contractors or consultants

or by the employees, agents, or consultants of BUYER's contractors or subcontractors; or

- (3) Any failure of BUYER to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities or any part thereof.

By way of clarification and without limitation to any aspect of the indemnity in this Section 16, this indemnity is intended to cover all claims that employees of BUYER may make against SELLER because of the condition of the Premises.

- (b) BUYER has inspected the Premises and decided that the Premises is suitable for the uses BUYER contemplates. BUYER assumes all the risk of entry onto the Premises.
- (c) BUYER hereby releases the SELLER and Amtrak from any responsibility for BUYER's losses or damages related to the condition of the Premises, and BUYER covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or any other claim) (hereinafter "Claims") against the SELLER or Amtrak, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by DEP, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's death relating to, or arising from, the condition of the Premises; except that this release shall not apply to Claims that arise from the gross negligence or willful misconduct of the SELLER or Amtrak or their employees, agents, contractors or consultants that occurs after the date hereof. It shall not be negligent for SELLER or Amtrak to allow BUYER or its employees, agents and/or contractors onto the Premises pursuant to this Agreement

(d) SELLER and/or Amtrak shall notify BUYER in writing of the assertion of any claim against either SELLER or Amtrak that BUYER has agreed to indemnify above (the "Indemnified Claim").

(1) If the SELLER decides to itself conduct the defense of an Indemnified Claim against the SELLER or to conduct any other response itself, BUYER shall reimburse the SELLER for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the SELLER in connection with the SELLER's defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E and the MCP. The settlement or compromise of any Indemnified Claim shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the SELLER on behalf of the BUYER or any other action that would materially prejudice the rights of the BUYER without the BUYER's express written approval. The BUYER shall cooperate with the SELLER in the defense of any Indemnified Claim. This same right of self-defense and the right to BUYER reimbursement shall apply to Amtrak.

(2) If the SELLER decides to have BUYER defend the Indemnified Claim or handle the response action, the SELLER shall notify BUYER of that decision in writing and the BUYER shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the SELLER is fully indemnified by the BUYER and provided further that the settlement or compromise shall not materially prejudice the rights of the SELLER without the SELLER's express written approval. The SELLER shall cooperate with the BUYER in the defense of any Indemnified Claim.

The provisions of this Section 16 shall survive the termination of this Agreement.

17. Insurance.

Prior to entry onto the Premises for any reason, BUYER (or its contractor or consultant) shall provide SELLER with a certificate or certificates of insurance covering all days that BUYER and BUYER'S consultants and contractors will be on the Premises before closing, evidencing the insurance of the activities permitted hereunder, and BUYER'S covenant of indemnification hereinabove, with companies that are reasonably acceptable to SELLER as stated below, in which BUYER and others hereinafter specified are additional insureds as their interests may appear and which provides coverage as stated below.

(a) Commercial General Liability Insurance

Insuring the BUYER, the SELLER, Amtrak, the Premises and all activities allowed hereunder as well as BUYER'S indemnification obligations with minimum liability coverage for personal injury, bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate. Umbrella liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00) covering all work performed must also be provided. Such insurance shall be written on an occurrence basis as opposed to a claims made basis. These policies shall name the SELLER as an additional insured.

(b) Automobile Liability Insurance

Automobile liability insurance shall be provided by BUYER with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of BUYER and its consultants and contractors that are used in the activities permitted hereunder. The policy shall contain a waiver of subrogation clause in favor of the SELLER.

(c) Worker's Compensation Insurance

Worker's Compensation Insurance insuring all persons employed by BUYER in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the BUYER or the Premises with limits of liability of not less than those required by Massachusetts General Laws Chapter 152, as amended. The policy shall contain a waiver of

subrogation clause in favor of the SELLER. Each of BUYER'S contractors and consultants shall have similar policies covering their employees.

18. Pre-Board Approval Expenditures

BUYER agrees to accept all risk associated with expenditures its makes prior to approval of the sale by the SELLER'S Board of Directors.

19. BUYER'S Default Damages

Once the BUYER has executed this Agreement, BUYER shall be in default if, for any reason, other than failure of SELLER to deliver title pursuant to Section 3 above, BUYER fails to purchase the Premises. If the BUYER shall be in default for failure to purchase the Premises, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER'S sole and exclusive remedy at law and in equity for such failure to purchase. This Section 19 does not apply to any other damages SELLER may have suffered as a result of BUYER'S activities or other defaults in BUYER'S obligations hereunder. [e.g. paragraphs 15 and 16]

20. Construction of Agreement

The contracting parties agree that this is a Massachusetts contract and contains all the terms and conditions of this sale. It is mutually agreed that any oral representation made by either party prior to the signing of this Agreement is null and void.

21. Notices

Any notice or other communication in connection with this Agreement shall be deemed given when received or upon attempted delivery if delivery is not accepted. Such notices shall be in writing and shall be deemed to have been properly given when deposited in registered or certified United States mail, return receipt requested, addressed, as described in Paragraph 1 of this Agreement or when delivered by messenger or overnight mail service to the correct addressee. In addition, a duplicate notice from BUYER shall be sent in the same manner as the notice to SELLER to SELLER'S representative, Transit Realty Associates, LLC, at 20 Winthrop Square, Boston, MA 02110 and a duplicate notice from SELLER shall be sent in the same manner as the notice to BUYER and to BUYER'S

representative, _____ . Either party may change the address(es) at which notices are to be received by notice given as set forth above.

22. Authority of Signatory

If the BUYER executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the SELLER that (s)he is authorized to execute, acknowledge, and deliver this Agreement on behalf of the BUYER and to thereby bind the BUYER to the same. This warranty shall survive the delivery of the Deed.

23. Severability

If any term of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. No Waiver

No delay or omission on the part of the SELLER in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings, and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing, which states that it modifies or amends this Agreement, and which is signed by both parties.

IN WITNESS WHEREOF, the said parties hereto set their hands and seals on the day and year written below the party's signature

BUYER

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Print Name

Michael H. Mulhern
General Manager

Title

Approved As To Form:

Date of Execution: _____

William A. Mitchell, Jr.
General Counsel

Exhibit A

Premises

The premises consists of a parcel of land and a portion of SELLER'S surplus property approximately \pm acres of land, including any improvements thereon and appurtenances thereto, if any, located at _____ Street, _____, Massachusetts (the "Premises"), as indicated on the plan entitled " _____", _____ Street, _____, MA, _____ County, Prepared for Transit Realty Associates, LLC ("TRA") by _____, dated _____ 200__.