

**3 CONCORD TERRACE, ASSESSORS' PARCEL # 54-196
BEVERLY, MASSACHUSETTS
MEMORANDUM OF SALE**

This Memorandum of Sale is made this 24th day of May 2022 by and between Bryant Ayles, in his capacity as Tax-Title Custodian of the City of Beverly (and not individually) and _____ (the "Buyer").

1. TAX TITLE SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on May 24, 2022 by the Tax Title Custodian on behalf of the City of Beverly as the holder of title to the above-referenced property by reason of an Instrument of Taking dated December 3, 2012, and recorded with the Essex (South) County Registry of Deeds (attached hereto as **Exhibit A**), which Instrument of Taking was foreclosed by Judgment issued by the Land Court of the Commonwealth of Massachusetts in Case No. 16 TL 000306 on March 18, 2021 (attached hereto as **Exhibit B**), which Judgment was recorded with the Essex (South) County Registry of Deeds, the Buyer as the highest bidder agrees to purchase the property described below and appearing on the City of Beverly Assessors' Maps, (attached hereto as **Exhibit C**) as Parcel Number 54-196 and in the City of Beverly Property Record Card (attached hereto as **Exhibit D**) (the "Property") in accordance with the terms hereof, and as set forth in the City of Beverly Notice of Tax Possession Auction, (attached hereto as **Exhibit E**) and described in the Instrument of Taking.

2. DESCRIPTION OF THE PROPERTY

PROPERTY: LAND & BUILDING
CONTAINING: 8580.00 SF (more or less)
LOCATION: 3 CONCORD TERR
PARCEL ID: 0054-0196
REGISTRY: 13393 – 437
RECORDED AT: ESSEX COUNTY REGISTRY OF DEEDS

See **EXHIBIT F** or a further description of the Property as appearing in the referenced deed.

3. TRANSFER OF THE PROPERTY

The premises shall be conveyed by the Custodian's Release Deed pursuant to MGL c.60, § 77B, subject to all matters of record, to the Notice of Sale attached hereto as Exhibit E to this Memorandum of Sale to be signed at the sale, to the Buyer's Affidavit Under Mass. Gen. L.

c. 60 § 77B, as required by M.G.L. c.60 §77B which provides that the buyer has not been convicted of the crime of arson and is not a tax delinquent (attached hereto as **Exhibit G**), to the Statement of Beneficial Interest, as required by M.G.L. c. 7C, § 38 (attached hereto as **Exhibit H**) and, in addition, subject to (i) easements, restrictions, agreements and other encumbrances of record, if any, to the extent in force and applicable; (ii) zoning, environmental, septic and building laws; (iii) state excise stamp taxes; (iv) any and all municipal betterments, assessments or liens; (v) any existing environmental contamination; (vi) tenancies and occupancies, notice of which may not be recorded and (vii) any rights available to interested parties under the laws of the Commonwealth.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which Ten-Thousand Dollars (\$10,000.00) has been paid this day in accordance with the terms of the City of Beverly Notice of Tax Possession Auction attached as Exhibit E, and in accordance with the City of Beverly Regulations for Auction Sale of Tax Possessions with the balance, plus an addition deposit of Ten-Thousand Dollars (\$10,000.00), which is due within twenty-four (24) hours of the execution of this Memorandum of Sale, plus a Buyer's premium equal to three and ninety-seven one-hundredths (3.97%) percent of the entire purchase price to be paid by certified check or bank check at the time of the delivery of the deed under the terms and conditions set forth as described in the Notice of Tax Possession Auction, as well as a separate certified or bank check in the amount of \$2,500.00 or such other sum as is required to cover the legal fees for this matter. The City of Beverly shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit. Buyer will also be responsible for payment of all pro-rata taxes allocable to the days ensuing in the current fiscal year after the date of the closing, as well as an additional amount equal to the entire pro forma tax allocable as a payment in lieu of taxes for the next succeeding fiscal year, each per M.G.L. c.44, § 63A, plus any and all recording charges and registry stamps.

5. CLOSING

The release deed and associated papers shall be delivered and the balance of the consideration paid at the office of the City Director of Municipal Finance, 191 Cabot Street, Beverly, MA 01915, at 10:00 o'clock AM on the 24th day of June 2022, or such other time and place as may be determined by the Beverly Tax Title Custodian, provided that such day is one on which the Essex (South) County Registry of Deeds is open for business, and if not, then on the next day on which such registry is open for business. The Custodian reserves the right to extend the closing date by thirty days under terms and circumstances in his sole discretion.

6. TITLE

Title to the Property is to be conveyed by Release Deed. In the event the Custodian cannot convey title to the Property as stipulated herein, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Custodian, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the

Custodian can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

Risk of loss shall be as of this day on the Buyer. The obligation of the Buyer to pay the full bid price as defined in paragraph 4 is not dependent upon the Custodian's maintenance of insurance and is not dependent upon the state or condition of the property.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Custodian to be performed or observed.

9. CONDITION OF THE PREMISES

The undersigned Buyer acknowledges that no representations or warranties of any kind whatsoever, other than as may have been set forth in the Notice of Tax Possession Auction, have been made by or on behalf of the City of Beverly concerning zoning, abutters, environmental matters, septic systems, state of title, common expenses, utilities, operating expenses, current rental income, physical or structural condition of the premises, any leases, tenancies or occupancy arrangements with respect to the premises, the existence on the premises of any hazardous waste, asbestos, lead-based paint, plaster or other lead-based accessible material, or any other materials which may be subject to governmental regulation or restriction, or any other matters whatsoever. Title to any personal property located on the premises will not be conveyed. Without limiting the generality of the foregoing, the undersigned purchaser acknowledges and agrees that the undersigned Buyer has received the Department of Public Health Property Transfer Notification Package, issued by the Director of the Child Lead Poisoning Prevention Program in the Department of Public Health for the Commonwealth of Massachusetts (attached as **Exhibit I**), and the undersigned Buyer further acknowledges and agrees that the undersigned Buyer has waived the opportunity to have an environmental or lead inspection conducted prior to the public auction foreclosure sale of the premises. It is understood that the Buyer shall maintain the premises in conformance with all applicable environmental laws and regulations, including, but not limited to Mass. Gen. L. c. 21E, Mass. Gen. L. c. 111, and 42 U.S.C. § 103, *et seq.*, and that the Seller shall have no liability in connection with environmental issues as further provided in **Exhibit J**.

The Buyer acknowledges that no representations or warranties of any kind whatsoever, other than as may have been set forth in the Notice of Tax Possession Auction, have been made by or on behalf of the City of Beverly concerning the presence or absence of a septic system on the premises, and that no inspection has been conducted by the City of Beverly for the same. Pursuant to 310 CMR 15.301, if the premises are serviced by a septic system, the Buyer shall be required, at his/her/their/its own expense, to inspect the septic system no later than six months from the date of sale, and shall otherwise comply with the requirements of 310 CMR 15.300 through 15.305. It is understood and acknowledged that City of Beverly shall have no

liability whatsoever in connection therewith. The provisions of this Paragraph 9 shall survive delivery of the deed and the closing.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, or in the event that any statements or acknowledgements made under oath by the Buyer prove to be untrue, all deposits made hereunder by the Buyer shall be retained by the City of Beverly and the Buyer shall reimburse the City of Beverly for all costs and expenses incurred by the Tax Title Custodian due to the Buyer's default, including the costs and expenses of subsequent auctions of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Tax Title Custodian shall also be free to sell the Property to the underbidder(s) at the public auction in accordance with the terms announced at the public auction. The Buyer shall be responsible for payment to the City of the difference between the final underbidder sale price and the Buyer's original bid amount.

Should the City of Beverly discover that Buyer failed to fulfill Buyer's agreements or that statements or acknowledgements made under oath by the Buyer were untrue after the conveyance of the property, Buyer acknowledges that he/she/it will, on demand, re-convey the Property to the City of Beverly at no cost or consideration. The provisions of this Paragraph 10 shall survive delivery of the deed and the closing. Should litigation be required to enforce the terms of this provision the Buyer will be obligated to compensate the City of Beverly for its attorneys' fees and court costs in conjunction therewith.

11. DEED STAMPS AND RECORDING FEES

Buyer shall pay all taxes and stamps required to be affixed to the Release Deed or paid in accordance with the laws of the Commonwealth of Massachusetts, if any. The Buyer shall pay all recording fees in connection with the transfer of the Property.

12. CONSTRUCTION OF AGREEMENT

This instrument, executed in duplicate, is to be construed as a Massachusetts contract, governed by and enforced 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 hereto and supersedes any prior discussions, negotiations or proposals, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Tax Title Custodian and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it. In the event of an inconsistency between the City of Beverly Notice of Notice of Tax Possession Auction and this Memorandum, the terms of the Memorandum shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

Bryant Ayles in his capacity as
Tax Title Custodian for the City of Beverly
(and not individually)

BUYER

Bryant Ayles

Buyer: _____

Address: _____

Tel: _____

SAMPLE

SAMPLE

EXHIBIT A

NE

MC7

This instrument must be filed for record or registration within 60 days from its date
STATE FORM 301 COMMONWEALTH OF MASSACHUSETTS
Revised 3/2009 CITY OF BEVERLY
TT# 2012021 Office of the Collector of Taxes

2012121200064 Bk:32008 Pg:525
12/12/2012 08:54 TAXT Pg 1/1

INSTRUMENT OF TAKING

I, KATHLEEN KILLEEN, Collector of Taxes for the City/Town of BEVERLY, acting under General Laws Chapter 60, Sections 53 and 54, hereby take for the city/town the real property described below:

DESCRIPTION OF PROPERTY

PROPERTY: LAND & BUILDING
CONTAINING: 8580.00 SF (more or less)
LOCATION: 3 CONCORD TERR
PARCEL ID: 0054-0196
REGISTRY: 13393-437
LAND COURT: -
RECORDED AT: ESSEX COUNTY REGISTRY OF DEEDS

This land is taken because taxes, as defined in Chapter 60, Section 43, assessed on the property to:

FORRANT JOHN and Nancy Forrant

for the fiscal year 2012 were not paid within fourteen (14) days after a demand for payment was made on FORRANT JOHN on May 18, 2012. After notice of intention to take the land was given as required by law, they remain unpaid along with interest and incidental expenses and costs to the date of taking as follows:

Fiscal Year 2012 TAXES REMAINING UNPAID	\$1,649.09
INTEREST to date of taking	\$20.87
INCIDENTAL EXPENSES AND COSTS	
to Date of Taking.	\$90.00

TOTAL FOR WHICH LAND IS TAKEN.	\$1,759.96

Kathleen Killeen
KATHLEEN KILLEEN

Executed as a sealed instrument on December 3, 2012

THE COMMONWEALTH OF MASSACHUSETTS

ESSEX ss. DATE: 12-3-12

On this 3rd day of December, 2012, before me, the undersigned Notary Public, personally appeared KATHLEEN KILLEEN, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Collector of Taxes for the City/Town of BEVERLY.

Jane M. Murphy
Notary Public

My commission expires 10-17-19



SAMPLE

EXHIBIT B

**JUDGMENT
IN TAX LIEN CASE**

DOCKET NUMBER
16 TL 000306

Commonwealth of Massachusetts
Land Court
Department of the Trial Court



CASE NAME

City of Beverly

Plaintiff(s)

v.

John Forrant, et al.

Defendant(s)

After consideration by the Court, it is **ADJUDGED** and **ORDERED** that all rights of redemption are forever foreclosed and barred under the following instruments:

Land Type	Instrument Date	Book Number	Page Number	Document Number	Certificate of Title Number
Recorded	12/03/2012	32008	525		

This Judgment must be recorded and/or registered by the Plaintiff in the appropriate Registry of Deeds and/or Registration District pursuant to G. L. c. 60, § 75.



SO.ESSEX #168 Bk:39670 Pg:005
03/22/2021 10:16 AM FINAL JUDG Pg 1/1
eRecorded

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY
ATTEST:

Deborah J. Patterson
RECORDER

Deborah J. Patterson

DATE ENTERED: 03/18/2021

RECORDER: Deborah J. Patterson

SAMPLE

EXHIBIT C

3 Concord Terrace, Beverly, MA



Property Information

Property ID 54-196
Location 3 CONCORD TERR
Owner



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Beverly, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 8/1/2018
Data updated 8/1/2018

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

SAMPLE

EXHIBIT D

Beverly



Patriot Properties Inc.

PROPERTY LOCATION

No	Alt No	Direction/Street/City
3		CONCORD TERR, BEVERLY

OWNERSHIP

Owner 1:	FORRANT JOHN
Owner 2:	FORRANT NANCY
Owner 3:	
Street 1:	3 CONCORD TERR
Street 2:	
Twn/City:	BEVERLY
St/Prov:	MA Cntry
Postal:	01915

PREVIOUS OWNER

Owner 1:	-
Owner 2:	-
Street 1:	
Twn/City:	
St/Prov:	Cntry
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 8,580 Sq. Ft. of land mainly classified as One Family with a(n) Cape Building Built about 1950, Having Primarily Vinyl Exterior and Asphalt Shgl Roof Cover, with 1 Units, 2 Baths, 0 HalfBaths, 0 3/4 Baths, 8 Rooms Total, and 4 Bdms.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Descip	%	Item	Code	Descip
Z	R10	R10		U	2	City Sewer
o				t	4	City Water
n				l	6	Natrl Gas
Census:				Exmpt		
Flood Haz:						
D				Topo	1	Level
s				Street	1	Paved
t				Traffic	2	Light

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Infl	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
101	One Family		8580		Sq. Ft.	Site		0	6.75	4.396	NBAV	1.00								254,583						254,600	

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	
101	195,900	500	8580.000	254,600	451,000	
Total Card		195,900	500	0.197	254,600	451,000
Total Parcel		195,900	500	0.197	254,600	451,000
Source: Market Adj Cost		Total Value per SQ unit /Card:		313.19	/Parcel: 313.19	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2021	101	FV	184,000	500	8,580.	224,400	408,900	408,900	Year End Roll	12/18/2020
2020	101	FV	184,000	500	8,580.	209,300	393,800	393,800	Year End Roll	12/12/2019
2019	101	FV	177,900	500	8,580.	192,400	370,800	370,800	Year End Roll	12/13/2018
2018	101	FV	160,800	500	8,580.	175,400	336,700	336,700	Year End Roll	12/13/2017
2017	101	FV	160,800	600	8,580.	150,900	312,300	312,300	Year End Roll	12/13/2016
2016	101	FV	160,800	600	8,580.	132,000	293,400	293,400	Year End Roll	12/14/2015
2015	101	FV	160,800	600	8,580.	132,000	293,400	293,400	Year End Roll	12/15/2014
2014	101	FV	160,800	600	8,580.	124,500	285,900	285,900	Year End Roll	12/16/2013

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
ESTATE OF FORRA	13393-437	QT	2/2/1996	Family	155,000	No	No	4		GRANTOR: ROBERT F FORRANT EXE
ARLEX REALTY TR	3768-329	QT	9/12/1950			1	No	4		SALES PRICE UNKNOWN; ALBERT DECEASE

TAX DISTRICT

PAT ACCT.

PRINT

Date	Time
04/15/22	12:09:08

LAST REV

Date	Time
07/01/21	13:07:59

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
Land Reason:	
Bld Reason:	

BUILDING PERMITS

Date	Number	Descip	Amount	C/O	Last Visit	Fed Code	F. Descip	Comment
1/8/1997	R-52615	Wood Dec	3,675	C				BUILD OPEN DECK RE
12/31/1992	R-47353	Shed	796	C				ERECT SHED

ACTIVITY INFORMATION

Date	Result	By	Name
6/14/2013	Measured	32	Paul V
9/27/2004	Mailer-Back	15	DQ
8/3/2004	Measured	9	Josh Pasino

Sign:

VERIFICATION BY VISIT NOT DATA

1/1

Total AC/HA: 0.19697 Total SF/SM: 8580.00 Parcel LUC: 101 One Family Prime NB Desc: No Bev Ave Total: 254,583 Spl Credit Total: 254,600

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted. Database: FY2022

terry

2022

EXTERIOR INFORMATION

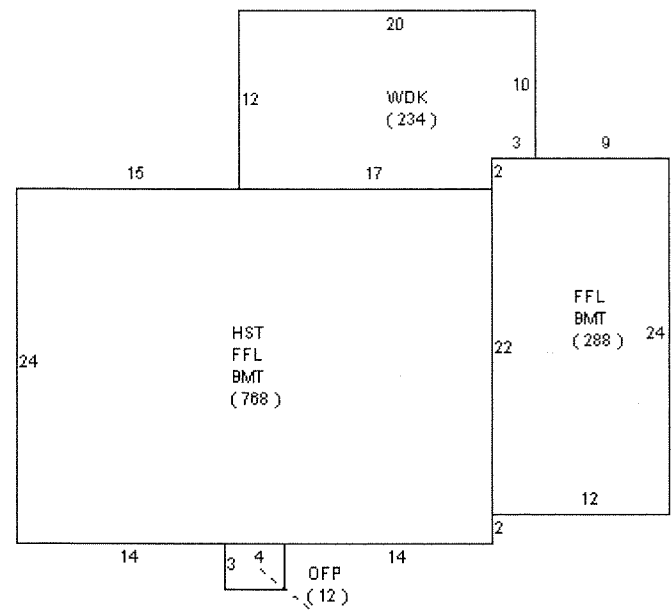
Type:	003 - Cape
Sty Ht:	1.50 - 1.50 Story
(Liv) Units:	1 Total:1
Foundation:	1 - Concrete
Frame:	1 - Wood
Prime Wall:	01 - Vinyl
Sec Wall:	%
Roof Struct:	1 - Gable
Roof Cover:	1 - Asphalt Shgl
Color:	Beige
View / Desir:	

BATH FEATURES

Full Bath:	2	Rating:	Average
A Bath:		Rating:	
3/4 Bath:		Rating:	
A 3QBth:		Rating:	
1/2 Bath:		Rating:	
A HBth:		Rating:	
OthrFix:		Rating:	

COMMENTS

SKETCH



GENERAL INFORMATION

Grade:	C - Avg		
Year Blt:	1950	Eff Yr Blt:	
Alt LUC:		Alt %:	
Jurisdct:		Fact:	
Const Mod:			
Lump Sum Adj:			

OTHER FEATURES

Kits:	1	Rating:	Average
A Kits:		Rating:	
Frpl:		Rating:	
WSFlue:		Rating:	

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

RESIDENTIAL GRID

1st Res Grid	Desc:	Line 1	# Units	1								
Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O
Other												
Upper												
Lvl 2												
Lvl 1												
Lower												
Totals	RM	s:	8	BRS:	4	Baths:	2	HB				

REMODELING

Exterior:	No Unit	RMS	BRS	FL
Interior:	1	8	4	
Additions:				
Kitchen:				
Baths:				
Plumbing:				
Electric:				
Heating:				
General:	1	8	4	

RES BREAKDOWN

INTERIOR INFORMATION

Avg Ht/FL:	T		
Prim Int Wal:	1 - Drywall		
Sec Int Wal:	%		
Partition:	T - Typical		
Prim Floors:	15 - Carpet		
Sec Floors:	%		
Bsmnt Flr:	12 - Concrete		
Bsmnt Gar:	0		
Electric:	3 - Typical		
Insulation:	2 - Typical		
Int vs Ext:	S		
Heat Fuel:	2 - Gas		
Heat Type:	03 - Forced H/W		
# Heat Sys:	1		
% Heated:	100	% AC:	
Solar HW:	NO	Central Vac:	NO
% Com Wal:		% Sprinkled:	

DEPRECIATION

Phys Cond:	AV - Average	30 %
Functional:		%
Economic:		%
Special:		%
Override:		%
Total:		30 %

CALC SUMMARY

Basic \$ / SQ:	138.75
Size Adj.:	1.04444444
Const Adj.:	0.98000002
Adj \$ / SQ:	142.018
Other Features:	35000
Grade Factor:	1.00
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	279883
Depreciation:	83965
Depreciated Total:	195918

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price
WtAv\$/SQ:			AvRate:	Ind.Val
Juris. Factor:			Before Depr:	142.02
Special Features:	0		Val/Su Net:	71.44
Final Total:	195900		Val/Su SzAd:	136.04

SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value	
BMT	Basement	1,056	35.500	37,493	
FFL	First Floor	1,056	142.020	149,971	
HST	Half Story	384	142.020	54,535	
WDK	Deck	234	10.270	2,404	
OFF	Open Porch	12	40.000	480	
Net Sketched Area:		2,742	Total:	244,883	
Size Ad	1440	Gross Area	3126	FinArea	1440

SUB AREA DETAIL

Sub Area	% Usbl	Descrip	% Type	Qu	# Ten

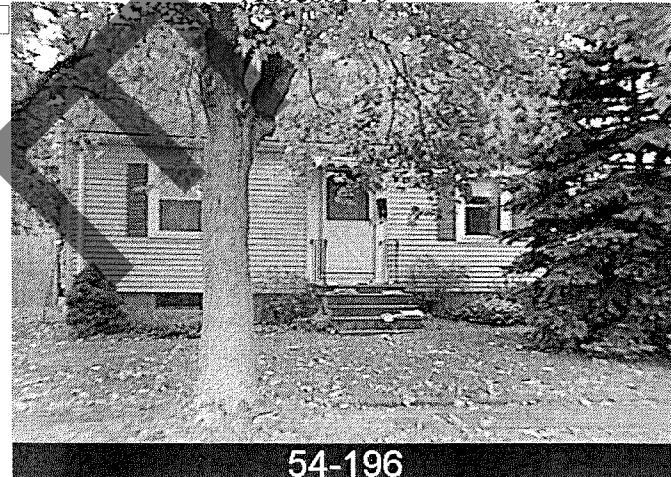
SPEC FEATURES/YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod	JFact	Juris. Value
2	Frame Shed	D	Y	1	6x10	A	AV	1989	11.67	T	25.6	101			500			500

PARCELID 54-196

IMAGE

AssessPro Patriot Properties, Inc



SAMPLE

EXHIBIT E

CITY OF BEVERLY
Tax Possession Auction

To Whom It May Concern:
You are hereby notified that:

Under the provisions of Massachusetts General Laws Chapter 60 § 77B, and by virtue of the power vested in me as Tax Title Custodian of the City of Beverly, it is my intention to sell at public auction on **TUESDAY, MAY 24, 2022, at 12:00 P.M. EST** at **3 CONCORD TERRACE, BEVERLY, MA**, the following described property:

DESCRIPTION OF PROPERTY:

3 Concord Terrace; Beverly Assessors' Map 0054, Lot 196
Initial Deposit: \$10,000.00
Subsequent Deposit (due within 24 hrs.): \$10,000.00

PROPERTY: LAND & BUILDING

CONTAINING: 8580.00 SF (more or less)

LOCATION: 3 CONCORD TERR

PARCEL ID: 0054-0196

REGISTRY: 13393 – 437

RECORDED AT: ESSEX COUNTY (SOUTH) REGISTRY OF DEEDS

Taking Recorded at Essex County (South) Registry of Deeds, Book 32008, Page 525, on 12/12/2012.

Judgment Recorded in Essex County (South) Registry of Deeds, Book 39670, Page 005 on 03/22/2021.

The property will be sold “as is” with no warranty or representation as to marketability of title, to build-ability, or other productive use, either alone or in combination with other land. The successful bidder(s) at said auction will be required to submit an initial deposit in the amount set forth above for the property. The City will require an additional deposit in an equal amount within twenty-four (24) hours of the close of the auction. Payment of the balance of the consideration, **plus a buyer’s premium equivalent to 3.97% of the final sale price**, will be due no later than 30 days after the date of said auction, or at such other time as determined by the Tax Title Custodian, **as well as a special assessment of \$2,500.00** or such other sum as is required to cover the legal fees of the sale. **The successful bidder(s) will be responsible for payment of pro-rata taxes allocable to the days ensuing in the current fiscal year after the date of such deed, plus any pro-forma taxes as may be due for the subsequent fiscal year, per M.G.L. c.44, § 63A**, plus any and all recording charges and registry stamps. All payments to the City are to be made by bank cashier’s check or certified check, unless otherwise announced. The successful bidder will be required to execute a Statement of Beneficial Interest as required by M.G.L. c. 7C, § 38, a Memorandum of Sale, and a Certificate of Compliance pursuant to M.G.L. c. 60 § 77B. Upon receipt of the full payment, the Tax Title Custodian shall execute, and deliver the deed necessary to transfer the title of the City to such property sold. The Tax Title Custodian reserves the right to reject any and all bids at said auction if of the opinion that no bid is made which approximates the fair value of the property, may withdraw the parcel being offered for sale, and may adjourn said auction for such periods as the Custodian deems expedient.

Upon receipt of the balance of the consideration the premises shall be conveyed by a Release Deed, subject to all matters of record, to this Notice of Sale, the City of Beverly's Regulations for Auction Sale of Tax Possessions, and to the Memorandum of Sale. The Regulations for Auction Sale are available for inspection at the office of the City Director of Municipal Finance, 191 Cabot Street, Beverly, MA 01915, prior to the auction date. The Memorandum of Sale will be made available for inspection on the date and time of the public auction as indicated above. Other terms and conditions may be announced at the time of the auction. **PREREGISTRATION BEGINS AT 11:00 O'CLOCK, A.M.** Questions regarding the auction may be referred to The Zekos Group, P.O. Box 549, Shrewsbury, MA 01545, 508-842-9000, MA Lic. #104. Legal questions regarding the sale may be directed to John D. Finnegan, Esq., Hill Law, 6 Beacon St., Suite 600, Boston, MA 02108, Tel: 617-494-0800; Fax: 617-307-9010.

**BRYANT AYLES, DIRECTOR OF MUNICIPAL FINANCE
AND TAX TITLE CUSTODIAN FOR
THE CITY OF BEVERLY**

Date: April 21, 2022

SAMPLE

SAMPLE

EXHIBIT F

DESCRIPTION OF PROPERTY

(Book 13393, Page 437)

PARCEL 1

The land in said Beverly, with the buildings and other improvements thereon, being shown as Lot 25 on a "Plan Showing Ext. of Winslow Manor, Beverly, Mass., Feb. 10, 1950, Fred A. Joyce, Surveyor" recorded with Essex South District Deeds in Plan Book 79, Plan 23, bounded and described as follows:

NORTHEASTERLY by Concord Terrace, sixty-five and 00/100 (65.00) feet;

SOUTHEASTERLY by Lot 26 on said Plan, one hundred fourteen and 63/100 (114.63) feet;

SOUTHWESTERLY by land of owner unknown, ninety-eight and 00/100 (98.00) feet; and

NORTHWESTERLY by Lot 24 on said Plan, one hundred six and 30/100 (106.30) feet.

Subject to and with the benefit of Protective Covenants contained in an agreement between Arlex Realty Trust, Inc. et al dated October 28, 1949, recorded with said Deeds in Book 3701, Page 205, insofar as the same may still be in force and applicable.

PARCEL 2

The land in said Beverly, with the buildings and other improvements thereon, being shown as lot 24B on plan showing relocation of lot lines, Winslow Manor, Beverly, Mass., July 12, 1951, Fred A. Joyce, Surveyor, recorded with Essex South District Deeds as Plan 179 of 1952, bounded and described as follows:

EASTERLY by Lot 25A on said plan, sixty-two and 90/100 (62.90) feet;

SOUTHWESTERLY by land of owner unknown, eighteen and 50/100 (18.50) feet; and

NORTHWESTERLY by lot 24A on said plan, sixty and 57/100 (60.57) feet.

Subject to and with the benefit of Protective Covenants contained in and agreement referred to in deed dated August 1, 1950, recorded with said Deeds in Book 3765, Page , insofar as the same may still be in force and applicable.

PARCEL 3

The land in said Beverly, with the buildings and other improvements thereon, being shown as lot 26B on plan showing relocation of lot lines, Winslow Manor, Beverly, Mass., July 12, 1951, Fred A. Joyce, Surveyor, recorded with Essex South District Deeds as Plan 179 of 1952, bounded and described as follows:

NORTHEASTERLY by Concord Terrace, twenty-five and 00/100 (25.00) feet;

SOUTHEASTERLY by lot 26A on said plan, thirty-eight and 46/100 (38.46) feet; and

WESTERLY by lot 25A on said plan, forty-five and 87/100 (45.87) feet.

Subject to and with the benefit of Protective Covenants contained in and agreement referred to in deed dated August 16, 1950, recorded with said Deeds in Book 3768, Page 333, insofar as the same may still be in force and applicable.

SAMPLE

EXHIBIT G

RECORD AND RETURN TO:
John D. Finnegan, Esq.
HILL LAW
6 Beacon St., Suite 600
Boston, MA 02108

**ASSESSORS' PARCEL # 0054-0196; 3 CONCORD TERR.,
BEVERLY, MASSACHUSETTS
AFFIDAVIT UNDER MASS. GEN. L. C. 60 § 77B**

The undersigned, _____ being duly sworn does hereby depose and
say as follows: Print Name

1. Neither I, nor any person who would gain equity in the property as described in Exhibit A, has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire;
2. Neither I, nor any person who would gain equity in the property as described in Exhibit A, has ever been convicted of a crime involving the fraudulent filing of a claim for fire insurance;
3. Neither I, nor any person who would gain equity in the property as described in Exhibit A as a result of a conveyance of said property to me, is delinquent in the payment of real estate taxes to the City of Beverly, or have ever been the owners of any property upon which the City of Beverly foreclosed for failure to pay Real Estate Taxes, Rents, Water and Sewer Charges, or any other Indebtedness.
4. Neither I, nor any person who would gain equity in the property as described in Exhibit A as a result of a conveyance of said property to me, have/are acting as an agent, representative or straw of any prior holder of an equity interest in the property, or as an agent or representative of any of the aforementioned.
5. Neither I, nor any person who would gain equity in the property as described in Exhibit A as a result of a conveyance of said property to me, is employed by the City of Beverly, except as has been previously disclosed to the City.

Property Address: 3 Concord Terr., (Assessors Parcel ID # 0054-0196), Beverly, MA
Deed Reference: Book _____, Page _____

Signed and sealed under the pains and penalties of perjury on this ____ day of _____, 2022.

Buyer: _____

Print Name and title (if applicable)

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. _____, 2022

Then personally appeared the above named _____ proved to me through satisfactory evidence of identification, which was

- personal knowledge of identity, or
- current government-issued document bearing his/her/their photograph and signature, or
- affirmation of a credible witness unaffected by the foregoing instrument, who is personally known to me and who personally knows _____,

to be the person whose name is signed on the foregoing Affidavit, and acknowledged to me that he/she/they signed the foregoing Affidavit voluntarily for its stated purposes.

Notary Public –
My commission expires:

Exhibit A

3 Concord Terrace, Beverly Assessors' Map 0054, Lot 196

PROPERTY: LAND & BUILDING

CONTAINING: 8580.00 SF (more or less)

LOCATION: 3 CONCORD TERR

PARCEL ID: 0054-0196

REGISTRY: 13393 - 437

RECORDED AT: ESSEX COUNTY REGISTRY OF DEEDS

Taking Recorded at Essex County Registry of Deeds, Book 32008, Page 525, on December 12, 2012. Judgment Recorded in Essex County Registry of Deeds, Book 39670, Page 005 on March 22, 2021.

SAMPLE

SAMPLE

EXHIBIT H

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

INSTRUCTION SHEET

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

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

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

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

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

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

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

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

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

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

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

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

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

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

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

(1) REAL PROPERTY:

PROPERTY: LAND & BUILDING
CONTAINING: 8580.00 SF (more or less)
LOCATION: 3 CONCORD TERR
PARCEL ID: 0054-0196
REGISTRY: 13393 – 437
RECORDED AT: ESSEX COUNTY REGISTRY OF DEEDS

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

Sale of Tax Possession by Municipality

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

City of Beverly

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

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

____ Lessor/Landlord ____ Lessee/Tenant
____ Seller/Grantor ____ Buyer/Grantee
____ Other (Please describe): _____

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

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

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

NONE

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

**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)**

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

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

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

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

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

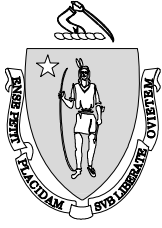
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

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

PRINT NAME & TITLE of AUTHORIZED SIGNER

SAMPLE

EXHIBIT I



The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

250 Washington Street, 7th Floor

Boston, MA 02108

(800) 532-9571 / (617)-624-5757

CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. **This package is for compliance with both state and federal lead notification requirements.**

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either delead or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clppp.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit delead. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

What is lead poisoning? How do children become lead poisoned?

Lead poisoning is caused by exposure to lead in the environment. It is most dangerous for children under six years old. In young children, too much lead in the body can cause permanent harm to the brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavioral problems. The main way children get lead poisoned is by swallowing lead paint dust. They do not have to chew on leaded surfaces or eat paint chips to become poisoned. Most childhood lead poisoning is caused by children's normal behavior of putting their hands or other things, such as toys, in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. Children can also be exposed to lead from such other sources as lead-contaminated soil or water, but these sources alone rarely cause lead poisoning. Lead can be found in soil near old, lead-painted houses. If children play in bare, leaded soil, or eat vegetables or fruit grown in such soil, or if leaded soil is tracked into the home and gets on children's hands or toys, lead may enter their bodies.

What are the symptoms of lead poisoning? How is it detected?

Most lead poisoned children have no special symptoms. The only way to find out if a child is lead poisoned is to have his or her blood tested. The Massachusetts Lead Law requires all children between 9 months and 3 years old to be screened annually for lead, and again at age 4 if living in a high-risk community. If your child has been exposed to lead, or if you do not know if your child under age six has been screened for lead, ask your child's doctor, other health care provider or your local board of health for a simple screening test of your child.

What is the treatment for lead poisoning?

Treatment of a lead poisoned child starts with finding and removing the lead hazards to which the child is exposed. This will include a lead inspection of the child's home, and if lead hazards are identified, deleading of the home. Medical treatment depends on the child's blood lead level and the child's response to the removal of the lead source. Parents will be taught about protecting their child from lead exposure. They will need to watch the child's progress through frequent blood tests. If necessary, the child may receive special drugs to help rid his body of excess lead. With this treatment, drugs are given daily for as long as several weeks. Sometimes this must be done more than once. A child who has been lead poisoned will need a lot of blood tests for a year or more. He or she should be tested for learning problems before starting school.

Are children under six years old the only ones at risk of lead poisoning?

No. Young children are usually more easily and seriously poisoned than older children or adults, but lead is harmful to everyone. Lead in the body of a pregnant woman can hurt her baby before birth. Older children and adults who live in older housing with lead paint hazards may become exposed to lead and could potentially develop lead poisoning through home renovation. Most lead poisoning in adults is caused by work-related exposure or home renovation. Even hobby supplies, such as stained glass, bullets and fishing sinkers, can expose people to lead. Lead poisoning in adults can cause high blood pressure, problems having children for both men and women, digestive problems, nerve disorders, memory loss and problems concentrating, and muscle and joint pain. Adults who have any of these symptoms and who have been exposed to lead should consider being screened for lead. Those

who are regularly exposed to lead through their work are required by law to have their blood tested once a year for lead.

What are the dangers of lead paint in homes, and when was it used?

Lead paint in homes causes almost all childhood lead poisoning. Lead is so harmful that even a small amount of fine lead dust that cannot be seen can poison a child. Lead paint covered by layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear, or home repair work. When such lead paint is on moving surfaces, such as windows, fine lead dust is released through normal use. This dust settles, where it can be easily picked up on children's toys and fingers. Household paint with poisonous (now illegal) levels of lead was in use in Massachusetts from the 1690s until 1978. In 1978, the U.S. government banned lead from house paint. Lead can be found in all types of pre-1978 homes: homes in cities, suburbs or the countryside; private housing and state or federal public housing; single-family and multi-family homes. The older the house, the more likely it is to contain lead paint. The older the paint, the higher the likely lead content.

Can routine home repairs cause lead poisoning?

There can be a danger of lead poisoning whenever painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Do not use power sanders, propane torches or heat guns to remove leaded paint, as these methods create a lot of lead dust and fumes. Temporarily move your family (especially children and pregnant women) out of the home while the work is being done and cleaned up, or at a minimum, tape up plastic sheets to completely seal off the work area. Get a lead inspection done, so that you will know which surfaces have lead paint and need extra care when preparing for and doing home repair work, and during cleanup afterwards. Do not do repairs in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning result each year from do-it-yourself home projects.

How does the owner of a home built before 1978 in which a child under six years old lives meet the requirements of the Massachusetts Lead Law?

The first step is to have a lead inspection or risk assessment done. A licensed lead inspector will test the surfaces of the home for lead and give the owner a written report that states where there is lead in amounts considered a violation by state law, and record any lead hazards that must be corrected. A risk assessor, who is a specially licensed lead inspector, will do a lead inspection plus a risk assessment, during which he or she checks the home for the most serious lead hazards that must be fixed for interim control. (See question about interim control, below.) Only a licensed deleader may do high-risk work, such as removing lead paint or repairing chipping and peeling lead paint. Either a deleader, the owner or someone who works for the owner (an agent) can do certain other deleading and interim control tasks. (See next question.) An owner or agent must get special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor returns to check the home. He or she may take dust samples to test for lead and makes sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or a Letter of Interim Control. After getting one of these letters, the owner must take reasonable care of the property, mainly by making sure there is no peeling lead paint.

Can I do some of the deleading myself?

In Massachusetts, the owner or someone who works for the owner (an agent) can do certain deleading activities. These include covering surfaces with certain materials; removing certain building parts; capping baseboards; installing vinyl siding on the exterior, and applying encapsulants. Encapsulants are special liquid coatings made to be long-lasting barriers over lead paint. Before any of these deleading tasks are done, the owner must first have a lead inspection done and whoever is going to do the work must get special training. Contact CLPPP for information about this training. In addition, owners or their agents can perform structural repairs and lead dust cleaning for interim control. Before doing this work, owners and agents should get and read CLPPP's interim control booklet.

Is there financial help for deleading?

There is a state income tax credit of up to \$1,500 per unit for full deleading. A credit of up to \$500 per unit is available for interim control work that also contributes to full deleading. There are also grants and no-interest, deferred loans, or low-interest loans available to eligible property owners. These funds are available through the U.S. Department of Housing and Urban Development, the Massachusetts Executive Office of Communities and Development, the Massachusetts Housing Finance Authority, local city and town community development planning departments, and banks.

Does deleading improve the value of my property?

Many homeowners have found that the benefits of deleading are not unlike the benefits of other home improvement projects. Replacement windows and doors can save the homeowner money because they are more energy efficient. Having a legally delead home, whether it is a single-family or multi-family, owner-occupied or rental unit, can make it easier to sell or rent, often at a better price.

What surfaces must be delead for full compliance with the Massachusetts Lead Law?

Owners of homes built before 1978 where children under six years of age live must have the following lead hazards corrected to get a Letter of Compliance:

- * any peeling, chipping or flaking lead paint, plaster or putty;
- * intact lead paint, other coating or putty on moveable parts of windows with sills five feet or less from the floor or ground and those surfaces that come in contact with moveable parts;
- * intact lead paint or other coating on "accessible mouthable surfaces." These surfaces generally include woodwork, such as doors, door jambs, stairs and stair rails, and window casings.

What is interim control?

Interim control is a set of temporary measures that property owners can take to correct urgent lead hazards, especially peeling or chipping lead paint and lead dust. These steps protect residents from lead poisoning until the home is fully delead. Homes in good condition may need little or no work to get interim control status. Owners then have up to two years before they have to fully delead the home. For that period, they are protected from strict liability under the state Lead Law should a child become lead poisoned in the home, as long as the home is maintained and the conditions for

interim control are met. In addition to the repair of peeling and chipping lead paint and the cleaning of lead dust, other work may be necessary for interim control. This includes fixing water leaks or other damage that makes lead paint peel and chip; making window wells smooth and easy to clean; making windows work properly and deleading any badly chipping and peeling lead-painted surfaces.

Property owners interested in interim control must hire a licensed risk assessor. He or she will then decide what work, if any, needs to be done to get a Letter of Interim Control. The original Letter of Interim Control is good for one year. The property owner can have the home reinspected before the end of that year, and if all conditions are met, the home can be recertified for another year. By the end of the second year, the home must be delead, if a child under six still lives there, for the owner to remain free of strict liability.

Does my family have to be out of the house during deleading or interim control work?

Residents must be out of the house for the entire time that a deleader is doing deleading work inside a home, and for some of the deleading work by owners and their agents. Residents may stay at home, but out of the work area, while a deleader, property owner or owner's agent without a deleader's license does certain other deleading tasks, or such interim control work as structural repairs or lead dust cleaning. Residents who have been out of the house may not return until the deleading work that made it necessary for them to leave is complete, the home is cleaned up, and a lead inspector or risk assessor has checked and found this work has been properly done and dust samples have passed. For complete details, contact CLPPP.

Are there any exemptions to the Massachusetts Lead Law?

The Lead Law applies only to homes built before 1978 in which a child under six lives. Any home or apartment having fewer than 250 square feet of living space, or which is in a rooming house, is exempt, as long as no child under age six is living there. Finally, homes rented for 31 days or less for vacation or recreational purposes are also exempt, as long as there is no chipping or peeling lead paint in the home and the renter has received the Short-Term Vacation Rental Notification.

What are the requirements of the state Lead Law if there is a lease with an option to buy?

When there is a lease with an option to buy a home built before 1978 in effect, the owner of the property must have it delead or brought under interim control if a child under six lives there. If the tenant with an option to buy such a home proceeds to purchase it, he or she becomes responsible for meeting the requirements of the Lead Law if a child under six lives there after the purchase.

How can I find out about how lead inspections, risk assessments and deleading should be done?

All lead inspections, risk assessments and deleading must be done according to the Regulations for Lead Poisoning Prevention and Control, 105 Code of Massachusetts Regulations 460.000 and the Deleading Regulations, 454 CMR 22.00. For full information, homeowners may get these regulations at the State House Book Store, State House, Boston, MA 02133. The phone number is (617) 727-2834.

Lead inspectors and risk assessors licensed by the Department of Public Health have been trained and are experienced in using the state-approved methods for testing for lead paint. These methods are the following: use of a solution of sodium sulfide, a portable x-ray fluorescence machine or lab tests of paint samples removed from the home. Deleaders licensed by the Department of Labor and Workforce Development have been trained to use safe methods to prepare for and do deleading work, and clean up afterwards. They may delead using any of the following methods: removing paint, removing building parts, covering and encapsulating. When removing paint, they cannot use certain

very dangerous methods, such as open flame burning, dry abrasive blasting or power sanding without a special vacuum attachment.

How do I get a lead inspection or risk assessment?

Included as part of this notification package is a listing of private licensed lead inspectors organized alphabetically, and private licensed risk assessors, similarly organized. Ask to see the inspector or risk assessor's license, to make sure it is current. You should arrange for the inspection or risk assessment as quickly as possible after deciding you want one. If you do have an inspection or risk assessment, you must give the seller a copy of the report.

What is the best time to delead or undertake interim control?

The best time to delead a home or bring it under interim control is when the home is vacant, so that residents will not be exposed to lead and household furnishings will not be contaminated with lead. In addition, it often is efficient, and reduces costs, to combine deleading with other repair work being done to a vacant home.

What is a Letter of Compliance and a Letter of Interim Control?

Under the state Lead Law, a Letter of Compliance is a legal letter that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector. A Letter of Interim Control is a legal letter that says work necessary to make a home temporarily safe from lead hazards has been done. It is signed and dated by a licensed risk assessor. A Letter of Interim Control is good for one year, but can be renewed for one more year. The owner must fully delead the home and get a Letter of Compliance by the end of the second year if a child under six still lives there. The Lead Law does not require the removal of all lead paint from a home. An owner who gets a Letter of Compliance or Letter of Interim Control must take reasonable care to keep up the home, mainly by making sure there is no chipping or peeling lead paint. If an owner fails to take reasonable steps to maintain the home, he or she may become liable for damages to a child lead poisoned as a result of the owner's breach of that duty of reasonable care.

RENTAL PROPERTY INFORMATION

What liability do rental property owners have if they don't comply with the state Lead Law?

If a property owner of a home built before 1978 in which a child under six lives fails to delead or bring the home under interim control, and a child is lead poisoned as a result, the property owner is strictly liable for all damages. An owner is not strictly liable for lead poisoning if a Letter of Compliance or Letter of Interim Control is in effect. Strict liability means owners may be liable even if they did not know lead paint was in the home. Since harm to the kidneys and blood cells, delays in growth, learning disabilities and emotional and behavioral disturbances resulting from lead poisoning can have life-long effects, monetary damages awarded against an owner responsible for a child's lead poisoning can be substantial. Failing to delead or bring under interim control a home to which the Lead Law applies is also an emergency public health matter, and can carry criminal penalties. An owner who is notified by a public agency of Lead Law violation in a property he or she owns, and who willfully fails to correct the dangerous conditions, is also subject to punitive damages, which are three times the actual damages found. These provisions are in addition to any other legal rights the lead-poisoned child may have.

Can I avoid state Lead Law requirements by not renting to a family with children under six?

The Massachusetts Lead Law makes it illegal to refuse to rent to families with children under six, or evicting or refusing to renew the lease of families with children under six, because of lead paint. Discrimination against families with young children is also a violation of the U.S. Fair Housing Act and the Massachusetts anti-discrimination statute. Parents cannot waive the rights of their children to live in lead-safe housing or agree to assume the risks of lead exposure. Owners who violate these laws face heavy penalties. The Massachusetts Commission Against Discrimination investigates and prosecutes cases of discrimination against families with children because of lead paint.

It is also illegal for lenders to deny financing because a home has lead paint, or because financing could trigger future duties under the Lead Law. This does not restrict the right of a lender to process or deny a mortgage application in accordance with accepted underwriting practices and criteria.

If I am considering buying a pre-1978 house to rent out, and a child under six lives in one of the apartments, should I have at least that unit and common areas inspected for lead now?

Yes. If there are children under six living in such an apartment and the apartment does not have a Letter of Compliance or Letter of Interim Control, buyers should find out whether or not the apartment has lead hazards and will have to be brought into compliance with the state Lead Law. This information will be important in deciding whether to buy the property and at what price. As noted above, new owners have 90 days from the date of taking title to have such an apartment delead or brought under interim control. Therefore, they should arrange deleading or interim control work to begin as soon as possible after taking title, to be sure the work is done within 90 days.

Can a landlord delay a tenancy to bring a home into compliance with the state Lead Law?

A landlord who will be deleading a home or bringing it under interim control may delay the start of the tenancy up to 30 days. This can be done as long as a lease between the landlord and the new tenant does not exist. During this delay period, the new tenants are responsible for their living expenses. If there is a signed lease, however, the landlord is responsible for temporary housing during relocation necessary for deleading work.

Must a landlord arrange temporary housing for a tenant while a rental home is being delead?

Under the state Lead Law, tenants have to be relocated for the time that certain deleading work is taking place inside the home. They may not return until that work is done, the home is cleaned up, and a licensed lead inspector or risk assessor checks and finds it is fine for residents to move back in.

The landlord and tenant are responsible for working out an acceptable plan for alternative housing if it is necessary. The landlord may move the tenant to another place to live, which may be another house, apartment, motel or hotel. The landlord is responsible for paying the tenant's reasonable moving costs and any temporary housing costs over and above the rent of the home being delead. During the time the home is being delead, the tenant remains responsible for paying the normal rent they would pay for this period as their share of the cost of temporary housing. The Lead Law states the temporary housing must not cause undue economic or personal hardship to the tenant.

What is tenant notification?

The goal of the federal and state requirements for tenant notification is to help reduce lead poisoning by giving all tenants of homes built before 1978 information about lead in their home. The program also educates tenants and landlords about the dangers of lead poisoning, its prevention, and the Massachusetts Lead Law. Tenant notification applies to all tenants, whether or not they have a child under six living with them.

Before renting a home, landlords, managing agents or any real estate agent involved in the rental must give new tenants copies of any existing lead forms for the home. These include lead inspection reports, risk assessment reports, a Letter of Compliance (no matter how old) or a Letter of Interim Control. If the landlord or agent does not have any or all of these forms for the home, he or she simply does not give them. In addition, the landlord or agent must give new tenants the Tenant Lead Law Notification. This form addresses lead poisoning, specific prevention tips for parents, the requirements of the Lead Law and an explanation of the lead forms. Attached to the Tenant Lead Law Notification is the Tenant Certification form. This is to be filled out and signed by both the tenant and the landlord or agent. Each party gets a copy to keep. **These forms have been approved to satisfy both state and federal lead notification requirements.** Landlords or agents may choose to include the Tenant Lead Law Notification/Tenant Certification form in a written lease, instead of using a separate form.

Landlords and agents who fail to carry out their tenant notification obligations are liable for all damages caused by their failure to do so, and are subject to a fine of up to \$1,000.

INSURANCE INFORMATION

How can an owner of rental housing in Massachusetts built before 1978 get insurance to cover potential lead liability?

The answer depends on the number of units that the property owner wishes to insure, and whether the property owner lives in the building for which insurance is sought. An owner-occupant who insures four or fewer units may be covered by homeowners insurance. Generally, the property owner who is not an owner-occupant will need to get commercial liability insurance, as will an owner-occupant who wishes to insure more than four units.

Homeowners insurance may be available from several different sources: the regular, "admitted" market, the FAIR Plan or the "surplus lines" market. The regular, "admitted" market is the usual market for insurance. The FAIR Plan offers homeowners insurance to property owners unable to find coverage in the regular market. The "surplus lines" market is a less regulated, and generally more expensive market. It provides insurance to those who cannot find coverage elsewhere.

Under state Division of Insurance regulations, if an insurer in the regular market decides to write homeowners insurance on rental housing for which a Letter of Compliance or Letter of Interim Control is in effect, the insurer must provide coverage of lead paint liability arising from those premises. **Neither the state Lead Law nor the insurance regulations require a regular market insurer to write liability insurance, including homeowners insurance, on a particular property.** If a Letter of Compliance or Letter of Interim Control is in effect for only part of a property, the coverage for lead liability will extend to only that part of the property. Such insurance will also apply to any common areas covered by the Letter of Compliance or Letter of Interim Control. It will not, however, extend to injuries resulting from gross or willful negligence. The FAIR Plan's coverage of lead liability is subject to the same regulations that apply to the regular market.

An insurer in the regular market, or the FAIR Plan, may ask the property owner to prove that there is a Letter of Compliance or a Letter of Interim Control for the home sought to be insured. Once the proof is provided, coverage for lead liability will apply as of the date of the Letter. If the Fair Plan determines that a given property is eligible for insurance, or if a regular market insurer elects to insure certain premises, either may exclude lead liability coverage on any part of the property it insures to which no Letter of Compliance or Letter of Interim Control applies. If either the Fair Plan or a regular market insurer uses such an exclusion, it must offer the owner of the premises the chance to buy back the excluded coverage. There is an additional charge for the lead liability "buyback" coverage. The amount of this charge is regulated by the Division of Insurance.

In the surplus lines market, there is no requirement to cover lead liability arising from premises to which a Letter of Compliance or Letter of Interim Control applies. Surplus lines insurers generally exclude coverage of lead liability, do not offer the buyback coverage, and charge higher prices than the regular market.

Since the FAIR Plan does not provide commercial liability insurance, property owners who need to get such coverage (as opposed to homeowners insurance) must get it from either the regular market or the surplus lines market. Commercial liability insurance from the surplus lines market, like homeowners insurance from that market, usually will exclude coverage of lead liability, will not include the buyback option, and will cost more than regular market coverage.

While a regular market insurer can decline to write commercial liability insurance on a given property, once such an insurer decides to write such coverage, it must then insure lead liability arising from any part of the property covered by a Letter of Compliance or Letter of Interim Control. If such an insurer chooses to insure a property, it may exclude coverage of lead liability on any part of the premises for which no Letter of Compliance or Letter of Interim Control is in effect. If such insurer applies such an exclusion, it must offer the property owner the opportunity to buy back the excluded coverage. The lead liability insurance regulations described above as applicable to regular market homeowners insurance also apply to commercial liability insurance from the regular market.

Owners of rental housing should try to get coverage for lead liability, whether they have met the requirements of the Lead Law or not, by seeking regular market coverage through insurance agents, or by contacting direct writing companies that are listed in the telephone directory, before resorting either to the FAIR Plan or the surplus lines market.

If I own and occupy a single-family house, does my homeowners insurance cover lead liability?

Under the state lead liability insurance regulations, coverage of lead liability cannot be excluded from regular market and FAIR Plan homeowners insurance policies on single-family owner-occupied homes. Instead, lead liability coverage is included in such policies. However, a family member covered by a homeowners policy cannot make a lead liability claim against another family member covered by the same policy. The requirements of the lead liability insurance regulations do not apply to homeowners coverage from the surplus lines market.

How are new owners affected by the lead liability insurance regulations?

If a buyer of rental housing built before 1978 meets the state Lead Law's requirements and gets a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner, then, under certain conditions, they will be able to get coverage for lead liability for the period they owned the property before they dealed or brought it under interim control. This will happen if a regular market insurer chooses to provide liability coverage on the property. Such an insurer is required to provide lead liability coverage to a new owner who obtains a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner of the property. Such coverage will go back to the time that the new owner took title to the property, unless the liability insurance went into effect some

time after the taking of title. In the latter case, the coverage of lead liability will extend back to the time that the liability insurance held by the new owner first went into effect on the premises. The rule for new owner lead liability insurance coverage for the FAIR Plan is the same as for the regular market. These special rules for lead liability insurance for new owners do not apply to insurance from the surplus lines market.

What happens next?

That's up to you. At this point, you should be well informed about lead poisoning, the effects of lead hazards in the home, and your responsibilities under the Massachusetts Lead Law. In the past, the Department of Public Health has had to devote its childhood lead poisoning resources to provide services to the thousands of Massachusetts children who were poisoned, as well as to providing services to children whose blood lead levels are elevated, to prevent them from becoming lead poisoned. Between the Department's work and the preventive deleading carried out by property owners, we have been successful at reducing the number of lead poisonings among young children in Massachusetts. All of us at the Department are hopeful that we will continue that partnership, in which the correction of lead hazards in the homes of young children *before* those children are lead poisoned is so important.

Where can I get more information on lead poisoning?

Massachusetts Department of Public Health
Childhood Lead Poisoning Prevention Program (CLPPP)
(For more copies of this form, and full range of information on owners' and tenants' rights and responsibilities under the state Lead Law, financial help for owners, safe renovation work, and soil testing)
www.mass.gov/dph/clppp
(781)-774-6611, 1-800-532-9571

U.S. Environmental Protection Agency
Region 1 (New England)
(Information about federal laws on lead)
<http://www.epa.gov/region1>
(617)-918-1524

National Lead Information Center
(lead poisoning information or lead in consumer products)
www.epa.gov/lead or 1-800-424-LEAD

Massachusetts Department of Labor/
Division of Occupational Safety
(List of licensed deleaders)
www.mass.gov/dos
(617)-626-6962

U.S. Consumer Product Safety
Commission (Info about lead in consumer products)
www.cpsc.gov or 1-800-638-2772

Massachusetts Housing Finance Agency
(Get the Lead Out loan program information)
www.masshousing.com
(617)-854-1000

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
 - (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below).
Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance
 - (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser or lessee purchaser has received copies of all documents circled above.
- (d) _____ Purchaser or lessee purchaser has received no documents.
- (e) _____ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f) _____ Purchaser or lessee purchaser has (check (i) or (ii) below):
 - (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (g) _____ Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
- (h) _____ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

CLPPP Form 94-3, 6/30/94, Rev. 9/02

SAMPLE

EXHIBIT J

**3 CONCORD TERR., ASSESSOR'S PARCEL # 54-196,
BEVERLY, MASSACHUSETTS**

**RELEASE REGARDING HAZARDOUS MATERIALS
("HOLD HARMLESS" AGREEMENT)**

The undersigned ("Buyer") acknowledges that the City has informed them that it assumes no liability for the presence or release of hazardous materials on the property. The Buyer has not relied upon any representations by the City with respect to hazardous materials, except to the extent of this disclosure herein.

The Buyer further agrees and covenants with the City of Beverly that they will at all times maintain the premises in conformity with the applicable environmental Laws, Rules and Regulations as from time to time amended.

The Buyer hereby releases and holds harmless the City of Beverly, its Tax-Title Custodian Bryant Ayles, its auctioneers, The Zekos Group, and its attorneys, John D. Finnegan and Hill Law, their attorneys, employees, agents, successors and assigns from any liability and agrees to indemnify them against any loss or expense which they may incur from any liability arising out of any hazardous materials that may be present on the property or for failure on the part of the Buyer to comply with any applicable environmental Laws, Rules and Regulations, including, but not limited to, the provisions of M.G.L. Chapters 21E, and 111 and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), codified at 42 U.S.C. § 103.

The parties hereto acknowledge receipt of a copy of this document.

Signed and sealed on this ____ day of May, 2022.

Buyer Signature

Print Name