



REQUEST FOR PROPOSALS (Web-Version)  
January 20, 2016

**DISPOSITION OF THE AMESBURY CULTURAL CENTER  
AMESBURY, MASSACHUSETTS**



Proposal Submission Deadline:  
February 22, 2016  
9:00 A.M.

CITY OF AMESBURY  
Mayor Ken Gray  
Amesbury City Hall  
62 Friend Street  
Amesbury, MA 01913

**IMPORTANT:** If your firm/company is interested in responding to this RFP, then RFP Form # 01 **MUST BE SUBMITTED** as instructed on the form to the Office of Community and Economic Development (OCED) immediately upon download.



Request for Proposals (RFP) Interest Form – RFP Form # 01

**Instructions:** If your firm/company is interested in responding to this RFP, then RFP Form # 01 **MUST be submitted** to the Office of Community and Economic Development (OCED) at the time the RFP is picked up or immediately upon download. This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.

Awarding Authority:	The Mayor's Office, City of Amesbury
Property Name: <i>(Use separate forms for each Property)</i>	<input type="radio"/> Horace Mann School
	<input type="radio"/> Amesbury Cultural Center

Fax or Email this RFP Interest Form to:

City of Amesbury – OCED, Nipun Jain
Fax: 978-388-6727
Email: <a href="mailto:nipun@amesburyma.gov">nipun@amesburyma.gov</a>

By submitting this RFP Interest Form the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the RFP that might occur. ***The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this RFP due to the firm's failure to submit an RFP Interest Form as directed above or for any other reason.***

**If you are registering for the Pre-Bid Property Tour and Briefing Session at this time, please check this box.**

Company Name	
Company Address	
Company Telephone No.	
Company Fax No.	
Company Contact Person/Title	
Email Address	
Date Submitted	

By: \_\_\_\_\_  
*(Signature of Authorized Representative)*



Request for Proposals  
Disposition of Surplus Municipal Property  
City of Amesbury

## 1.0 INTRODUCTION

### 1.1 Authority

Pursuant to M.G.L. c. 30B, Section 16, the City of Amesbury seeks proposals for the disposition of certain real property (the "Property" or the "unit") located at 37 Millyard in Amesbury, MA, which consists of the former Amesbury Cultural Center, a unit in the Carriage Lofts Condominium complex and contains 3,851 square feet, with an Amesbury Assessor's Map ID of 53/ /2901/W/. The Mayor is the awarding authority for this transaction.

The purpose of this Request for Proposals ("RFP") is to solicit proposals from qualified developers and to specify the terms and conditions applicable to the disposition. The Amesbury City Council has determined that the Property is surplus municipal property as defined in M.G.L. c. 30B and has authorized this disposition process. The Property is offered for sale. Lease proposals will not be accepted. The developer will be selected pursuant to the terms of this RFP.

If, after acquiring the Property, the successful Proposer intends to change the existing use, the Proposer will be required to obtain all necessary permits and approvals (e.g., from the Board of Appeals, Planning Board, Conservation Commission, etc.). In addition, the successful Proposer must obtain the approval of the Condominium Association for any proposed reuse of the Property and obtain any necessary changes in the Master Deed to allow for the reuse of the unit. The City of Amesbury cannot provide any guarantee the proposed reuse will be allowed by these parties, and will have no involvement with nor be responsible for the process of obtaining the necessary changes in the Master Deed.

Proposers must meet all minimum evaluation criteria, must submit a complete proposal and price bid, and must include all requested documents. The City has attempted in this RFP to be as accurate as possible, but is not responsible for any errors or omissions herein.

### 1.2 Contents

This RFP includes a description of the Property, instructions to Proposers and bid forms, and the following Exhibits:

- A. Locus Map
- B. Assessor's Card
- C. Unit Deed
- D. Existing Conditions Plan

### 1.3 Definitions

Where the following words or phrases appear in this RFP, they shall have the meanings defined below:

Developer of Record (“Developer”): The Proposer designated by the City as the developer for the Amesbury Cultural Center.

Disposition Agreement: The Agreement executed by and between the Developer of Record and the City, setting forth the purchase price and payment schedule, the performance obligations of each party, and all terms and conditions of the sale, and any restrictions to be placed on the deed of the Property on or before the date of closing.

Predevelopment Costs: Appraisals, surveys, development consultants, environmental testing, market or feasibility analysis, marketing or pre-leasing materials, preliminary architectural or engineering plans, legal organization or titles.

Project: The disposition of the Amesbury Cultural Center pursuant to this RFP, subject to all applicable permits and approvals under local, state or federal law.

Proposer: The entity submitting a proposal in response to this RFP.

City: The City of Amesbury.

### 1.4 Property Tour and Briefing

It is strongly suggested that interested proposers have a representative present at a briefing session/site visit on February 03, 2016 at 10:00 AM, at 37 Millyard, Amesbury, MA. Registration to attend the briefing is required no later than 3:00 PM on February 02, 2016. To register or to obtain additional information, contact Nipun Jain, City Planner, (978) 388-8118 x312. The City Planner will be present to answer questions.

### 1.5 Proposal Deadline

One original and ten (10) copies of the proposal must be received at the Office of Community and Economic Development, Amesbury City Hall, 62 Friend Street, Amesbury, Massachusetts 01913, no later than 9:00 AM on February 22, 2016, at which time proposals shall be opened and recorded, and each Proposer’s name and offering price shall be read aloud. Proposals must be delivered in a sealed package, plainly marked “Proposal for Disposition of Amesbury Cultural Center.” Email or facsimile submissions will not be accepted. Proposals received after the submission deadline will be returned, unopened, to the sender. If City Hall is closed at the time of the delivery deadline due to uncontrolled events such as fire, wind, or building evacuation, the proposal opening will be postponed until 9.00 A.M. the next normal business day. Proposals will be accepted until that date and time.

Proposals must be addressed to:

Mr. Nipun Jain, City Planner  
Office of Community and Economic Development  
Amesbury City Hall  
62 Friend Street  
Amesbury, Massachusetts 01913

All proposals require a deposit in the form of a certified check or money order made payable to the City of Amesbury in the amount equal to ten percent (10%) of the proposed sale price.

Proposers may correct, modify or withdraw proposals, in writing only, prior to the proposal opening. Corrections or modifications must be submitted in a sealed envelope. All proposals will remain in effect for a period of 120 calendar days from the submission deadline, or until the disposition has been effectuated, or this RFP is cancelled, whichever occurs first.

Any Addendum(s) to the RFP will be sent to those who received a copy by registered mail or facsimile. The City will not notify anyone who received a copy of the RFP from anyone other than the City. If it is impossible to notify all parties who received the RFP from the Office of Community and Economic Development of an Addendum prior to the deadline for submissions, the City reserves the right to extend the deadline through proper notice.

In the case of a discrepancy on the Price Summary Form between written and numerical amounts, the written amount shall prevail.

#### **1.6 Minimum Bid Price**

The minimum bid price for the Property is **One Hundred Seventy Thousand Dollars (\$170,000.00)**.

#### **1.7 General Conditions**

- a) The City reserves the right to reject any and all proposals when it is in the best interest of the City to do so. The City also reserves the right to waive minor discrepancies, to permit a Proposer to clarify such discrepancies, and to conduct interviews with all qualified Proposers in any manner necessary to serve the best interests of the City. The City further reserves the right to designate a Developer of Record based on written proposals received, without interviews, and to reject any and all proposals if deemed in the City's best interest to do so.
- b) Any fees or other expenses associated with the RFP process are solely the responsibility of Proposers.
- c) The City makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

- d) Each Proposer shall be responsible for investigating the condition of the Property and the City's title to the Property. The Mayor, City Council and City of Amesbury, and the City's employees, agents, representatives and contractors make no warranty or representation whatsoever as to the condition of the Property or its suitability for any particular purpose, or the title thereto.
- e) Proposals shall be deemed to be public records within the meaning of M.G.L. c. 4, Section 7, as of the date and time of the bid opening, as required under M.G.L. c. 30B, Section 16.

## **1.8 Communications**

All inquiries about this RFP, including requests for clarification or any additional information, must be submitted in writing to:

Mr. Nipun Jain, City Planner  
Office of Community and Economic Development  
Amesbury City Hall  
62 Friend Street  
Amesbury, Massachusetts 01913  
Telephone: (978) 388-8110  
Fax: (978) 388-6727  
Email: nipun@amesburyma.gov

No requests or questions will be accepted after 12:00 P.M.(noon) on February 17, 2016. The Proposer must provide the name, address, telephone number, fax number and email address of the person to whom such additional information should be sent.

Responses to questions shall be issued in writing as an Addendum(s) to this RFP. No oral communications may be relied upon.

## **1.9 Access to City Records**

Proposers seeking a copy of the Amesbury Zoning Ordinance may obtain it at the City of Amesbury's official municipal website at this link:

<http://www.amesburyma.gov/planning-board/files/zoning-bylaws>.

Requests for specific information about the Property should be directed in writing to Mr. Jain, not to individual City departments. Upon request and by prior appointment with Mr. Jain, Proposers may inspect records and property data in the City's possession. The City of Amesbury does not attest or certify to the accuracy of available data.

## 2.0 DESCRIPTION OF THE PROPERTY

Location, Size and Improvements. The Property consists of a condominium unit of 3,851 square feet in the Carriage Lofts Condominium complex. The complex is located at 37 Millyard. The unit has a Map ID of 53/ /2901/W/ on the Amesbury Assessor's Maps. (Exhibit B)

Ownership. The Property is owned by the City of Amesbury. (Exhibit C)

Zoning. The unit is located in an area zoned as Central Business District.

Buildings and Improvements. The former Amesbury Cultural Center is a first floor unit in Building 14 of the Carriage Lofts Condominium complex. The unit is a gallery-like space that includes men's and women's public restrooms, storage, a galley kitchen, closet space and a mechanical room. The unit has 3,851 square feet of gross floor area (GFA) - Exhibit D.

Utilities. Electricity, natural gas, public water and sewer service are available at the site.

Current Use. The unit is currently vacant.

Surrounding Uses. The unit is part of a residential condominium complex.

Constraints. According to the Master Deed for the Carriage Lofts Condominium complex, the unit is limited to its current use as the Amesbury Cultural Center. In order to change the use of the unit, a proposer must obtain the permission of the Carriage Lofts Condominium Association to repurpose the unit. Potential uses for the unit include private gallery space, common space for the Carriage Lofts Condominium, or additional residential condominium units.

Environmental Issues. The City has no knowledge of the environmental condition of the Property, and makes no representations or warranties in this regard.

### **3.0 PROJECT AND DEVELOPMENT OBJECTIVES**

The Amesbury Cultural Center was created to serve as the central location to showcase Amesbury's Cultural Heritage and provide a venue for local artists to share their artwork in the revolving gallery space. The Center is located in the Downtown Artist District and is part of the annual Studio Tours organized by the Amesbury Cultural Council. The operating plan for the Center prepared by the Edge Group, Inc. identified various activities that would be able to support operating costs and generate some revenue. However, the projected income generation was never fully realized and ownership of the unit has been a strain on the City's budget. As a result, the City has decided that public ownership of this space is no longer viable and the unit should be disposed of through a public bidding process.

#### **3.1 Acceptable Project Types**

The City has a strong preference for the following types of development proposals:

- a. Re-use of the unit as an art and cultural space as is allowed under the Amesbury Zoning Ordinance
- b. Re-use of the space as community space for the Carriage Lofts Condominium complex.
- c. Reconfiguration of the current space for use as one or more residential condominium units based on required approvals by the Condominium Board and the City.

Any change in use or reconfiguration of the existing space is subject to the approval of the Carriage Lofts Condominium association and requires a change in the Master Deed for the complex. The City strongly urges Proposers to investigate, examine and consider these limitations on the reuse of the unit.

#### **3.2 Development Objectives**

The successful Proposer will help the City achieve several public objectives for the Project, including:

- a) Redevelop the Property in a manner that respects the interests of abutting residential property owners.
- b) Obtain the highest possible acquisition price with the lowest possible risk to the City.
- c) Protect the building's historic architectural features.

## 4.0 INSTRUCTIONS TO PROPOSERS

### 4.1 Proposal Submission Requirements

Proposers must submit a complete proposal in order to be considered responsive to this RFP. Failure to complete the enclosed forms, to answer any questions, or to provide the required documentation will be deemed non-responsive and will result in rejection of the proposal, unless the City determines that such failure constitutes a minor informality as defined in M.G.L. c. 30B. A complete proposal shall include all of the following documents and shall be organized in the following manner. Tab dividers must match the tab letter designations in the RFP, and should appear in the order given in the RFP.

Cover Letter with the following tabbed exhibits:

- Tab A. Proposal Form (Form 1)
- Tab B. Price Proposal Form (Form 2)
- Tab C. Comparable Experience Form (Form 3)
- Tab D. Proposer's Qualifications Statement: A summary of the Developer's organization and experience; resumes of principals; a list of references for at least three recently completed projects in Massachusetts; a financial statement; and a disclosure of any liens, foreclosures, bankruptcies, or other actions that would interfere with construction financing or delay the timely progress of the project. Developers with prior experience acquiring and redeveloping municipally owned property must identify the project(s) and provide one or more references from the city or town from which the property was purchased.
- Tab E. Technical Proposal: A conceptual site plan and elevations of the Project proposed by the Developer, including preliminary specifications, unit amenities and finishes, project amenities, EnergyStar qualifications, and other planned improvements to the Property. The proposal should be sufficiently detailed to enable the City to understand the Proposer's plan for the Property, including but not limited to anticipated sale prices and supporting rationale, narrative and data that demonstrate the Proposer's understanding of Amesbury's real estate market. The technical proposal should account for the Proposal Evaluation Criteria and all applicable provisions of this RFP that apply to the Development Team and the responsibilities of the Developer of Record.
- Tab F. Proposed Project Schedule
- Tab G. Financial Qualifications Form (Form 4)
- Tab H. Certificate of Non-Collusion (Form 5)
- Tab I. Disclosure Statement for Transaction with a Public Agency Concerning Real

Property as required by M.G.L. c.7C, Section 38 (Form 6)

Tab J. Certification as to Payment of Taxes (Form 7)

Tab K. Corporate Resolution, if a Corporation (Form 8)

Updated originals of the forms in Tabs J and K shall be executed and delivered by the Proposer at closing and as a pre-condition thereto.

#### **4.2 Disposition Agreement**

Not later than thirty (30) days from the date that the selected Proposer receives notice from the City that the proposal has been accepted, the Proposer must execute a Disposition Agreement with the City. At the time the Disposition Agreement is executed, an additional deposit of ten percent (10%) of the purchase price, in the form of a certified check or money order, shall be payable to the City. The Disposition Agreement shall incorporate, at minimum, the terms and conditions listed below and any items negotiated by the successful Proposer and the City's designated representative, provided such negotiated items are not inconsistent with this RFP. If the parties fail to execute a Disposition Agreement within thirty (30) days of notice of award, the City may select the next most beneficial offer. However, for good cause and when it is in the City's best interests to do so, the 30-day period for executing the Disposition Agreement may be extended subject to written approval by the City.

The following minimum terms and conditions shall be incorporated into the Disposition Agreement:

1. The Developer shall accept the Property on a strictly "as is" basis without any warranty or obligation whatsoever on the part of the Mayor, City Council or the City of Amesbury.
2. The Developer shall be solely responsible for all costs and expenses of the Project, including without limitation, any interior demolition, the design and construction of the improvements, the installation of all utilities and property work required for the proposed use, and any other measures necessary to construct and occupy the Property in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and codes for the proposed use. Except to the extent provided herein, the Developer shall, at its sole cost and expense, obtain all necessary permits, approvals and licenses from governmental authorities, including the City and the Condominium, required for the Project.
3. The Developer shall undertake its own review and analyses concerning physical condition, environmental condition, applicable zoning laws, required permits and approvals, and other development, ownership and legal considerations pertaining to the Property, the Project, and the proposed use(s).
4. The Developer shall release, defend, indemnify and hold the City harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the physical or environmental condition of the Property and the performance of the Project.

5. Closing shall occur within sixty (60) days from execution of the Disposition Agreement. The purchase price shall be paid in full at the time of closing.
6. No member, officer, employee or other principal, agent or representative of the Mayor's Office, the City Council or any other City agency, board or commission shall ever be personally liable to the Developer, nor shall the City ever be liable to the Developer for indirect, incidental or consequential damages.
7. The Developer shall not assign, transfer, convey or otherwise dispose of any agreement which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without written consent of the City, which may be withheld in its sole discretion.
8. All amendments to the Disposition Agreement must be in writing and approved and signed by the City.

## **5.0 PROPOSAL EVALUATION PROCESS AND REVIEW CRITERIA**

All proposals received by the deadline will be considered in accordance with M.G.L. c.30B, Section 16 by the City. Only those proposals which satisfy the "Minimum Criteria for Responsible and Responsive Proposals" will be reviewed and ranked under the "Competitive Evaluation Criteria" below. Final designation of the Developer of Record will be made by the City, considering the criteria set forth below. Interviews with Proposers meeting the minimum evaluation criteria (or some subset of such Proposers selected by the Mayor and/or the Disposition Committee) may be conducted at the discretion of the City, and the City reserves the right to retain any consultants to assist with reviewing the proposals. Following the proposal review process, interviews and reference checks and receipt of any additional information requested of the Proposers, the City will identify the most beneficial proposal from a responsible and responsive Proposer. The City will notify all Proposers in writing of the decision.

### **5.1 Minimum Criteria for Responsible and Responsive Proposals**

Proposals must meet the following minimum criteria to be considered responsible and responsive to this RFP:

- a) The Proposal must be complete and conform to all submission requirements set forth in this RFP and any Addendum to this RFP issued before the submission deadline.

### **5.2 Competitive Evaluation Criteria**

Proposals meeting the minimum criteria for responsibility and responsiveness will be judged on the following competitive evaluation criteria:

- a) Proposer's Capacity.

- i) **Best Rating:** A proposal that identifies a Project Team capable of completing the Project successfully and expeditiously, as demonstrated by the Proposer's track record in developing several high-quality developments of single-family, two-family or condominium homes, or mixed residential uses, in the Greater Boston market; highly favorable references for the Proposer and all members of the Project Team; and established working relationships between the Proposer and other members of the Project Team.
  - ii) **Acceptable Rating:** A proposal that identifies a Project Team capable of completing the Project successfully and in a timely manner, as evidenced by the Proposer's previous experience and strength of the Proposer's references; and evidence of working relationships between the Proposer and other members of the Project Team.
  - iii) **Unacceptable Rating:** A proposal with insufficient evidence of a Project Team with capacity to complete the Project successfully and in a timely manner, in the opinion of the evaluators; or a proposal that does not include enough information for the evaluators to make a rating decision.
- b) **Financial Capacity.**
- i) **Best Rating:** A proposal that in the judgment of the evaluators identifies a Project Team with exceptional financial capacity to undertake the Project, proven by prior experience financing real estate development, including securing any necessary interim financing, ability to provide equity contribution, and ability to secure financing as evidenced by letter(s) from prospective lender(s) and other supporting material.
  - ii) **Acceptable Rating:** A proposal that in the judgment of the evaluators identifies a Project Team with reasonable financial capacity to undertake the Project.
  - iii) **Unacceptable Rating:** A proposal that in the judgment of the evaluators fails to identify a Project Team with reasonable financial capacity to undertake the Project; or a proposal that does not include enough information for the evaluators to make a rating decision.
- c) **Proposed Development Schedule.**
- A Project with a shorter and achievable development schedule will receive a more advantageous rating than a Project with a longer development schedule or a short but impractical development schedule.
- d) **Proposed Price.**
- The Proposer with the most beneficial technical proposal and the highest price proposal will be designated the Developer of Record. However, it is possible that a Proposer with a highly beneficial technical proposal will be designated the Developer of Record even if the Proposer's price proposal is not the highest bid received. The

evaluators will consider the Price Proposal in determining the reasonableness and advantageousness of the Proposer's offer.

e) **Property Re-development Plan**

- i) **Best Rating:** A proposal that preserves all of the existing building structure, including the exposed brick and stone walls and proposes to retain the existing windows and doors in their current location. No other additions to the existing building are proposed. No site plan changes are proposed, including the current handicap access.
- ii) **Acceptable Rating:** A proposal that preserves the existing building facade and proposes to retain the existing windows and doors in their current location. No other additions to the existing building are proposed. Minimal site plan changes may be acceptable.
- iii) **Unacceptable Rating:** A proposal that intends to change the exterior façade of the building, including removal of windows from the current location or additions to the existing building.

**5.3 Overall Rating**

After evaluating a proposal on the above criteria, the evaluators will provide an overall ranking for the proposal as compared to other proposals. A proposal that achieves "Best" and/or "Acceptable" ratings in most categories will not necessarily be disqualified simply because it received an "Unacceptable" rating in one category if, in the judgment of the evaluators, the proposal on the whole warrants a "Best" or "Acceptable" rating. However, any notice of award will be contingent upon the project proponent curing any "Unacceptable" rating prior to execution of the Disposition Agreement.

**6.0 LIST OF EXHIBITS**

- A. Locus Map
- B. Assessor's Card
- C. Unit Deed
- D. Existing Conditions Plan



## Exhibit A: Locus Map



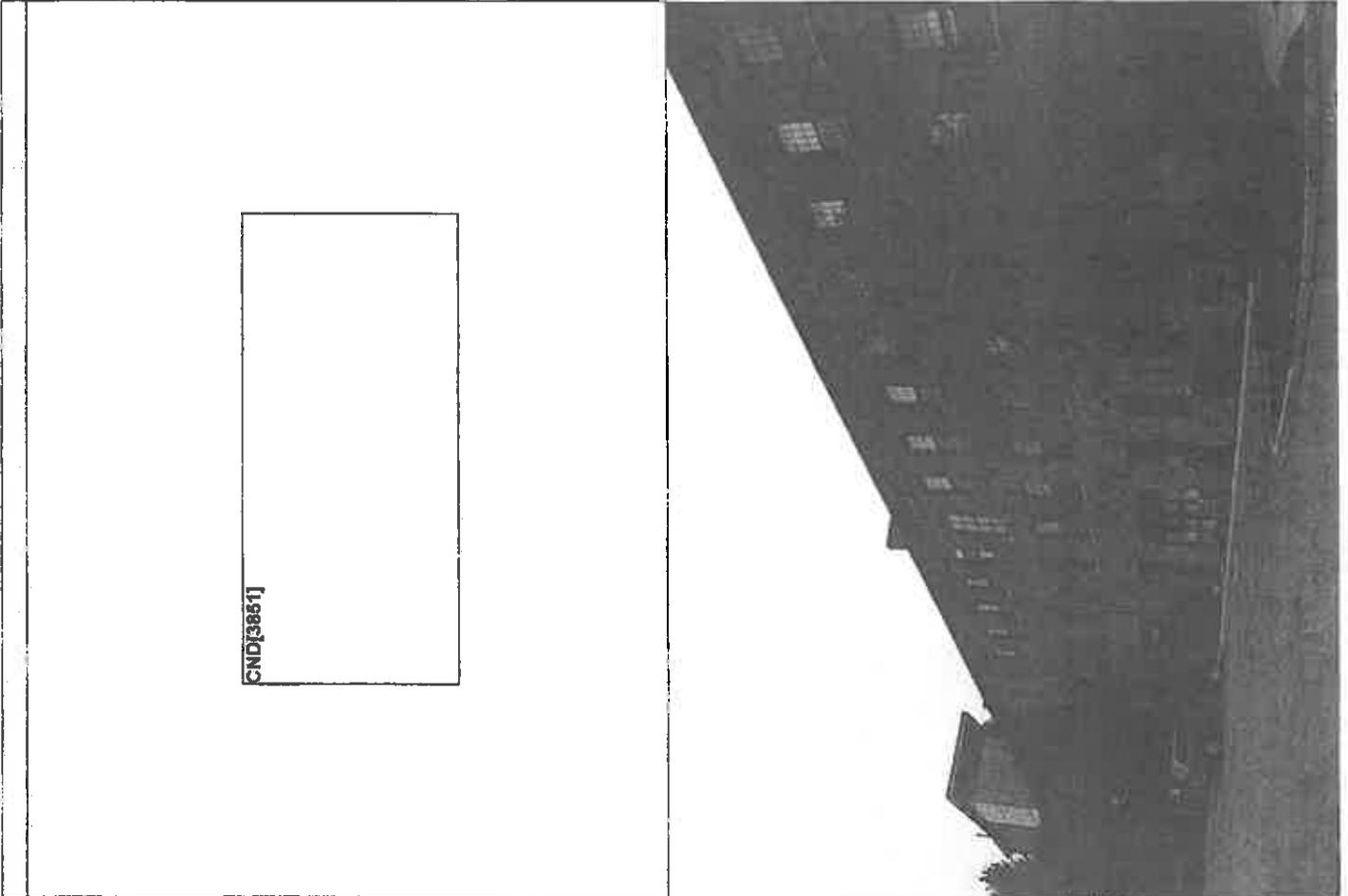




**Exhibit B: Assessor's Card**



<b>CURRENT OWNER</b> AMESBURY CITY OF 37 MILLYARD 1-107 AMESBURY, MA 01913 Additional Owners:		<b>UTILITIES</b> 1 All Public		<b>STRT./ROAD</b> 1 Paved		<b>LOCATION</b> 1 Urban		<b>EXEMPTIONS</b> Description EXEMPT		<b>CURRENT ASSESSMENT</b> Code 9310		<b>Assessed Value</b> 352,600		<b>Assessed Value</b> 352,600		<b>101</b> <b>AMESBURY, MA</b>					
<b>TOPO.</b> 1 All Public		<b>UTILITIES</b> 5 Curb & Gutter 6 Sidewalk		<b>STRT./ROAD</b> 7 Waterfront 8 TOWN LINE		<b>LOCATION</b> 9 TOWN LINE		<b>EXEMPTIONS</b> Description EXEMPT		<b>CURRENT ASSESSMENT</b> Code 9310		<b>Assessed Value</b> 352,600		<b>Assessed Value</b> 352,600		<b>101</b> <b>AMESBURY, MA</b>					
<b>Supplemental Data</b> Other ID: 53/2901/W Sub-Div: NEW FY 06 Spec.Cond. OWNER OCCU ABC NUMBER GIS ID: 384		<b>ASSOC PID#</b>		<b>Use Change</b> Original Lot 52/188 NOTES STYLE CHAPTER L		<b>ASSOC PID#</b>		<b>EXEMPTIONS</b> Description EXEMPT		<b>CURRENT ASSESSMENT</b> Code 9310		<b>Assessed Value</b> 352,600		<b>Assessed Value</b> 352,600		<b>101</b> <b>AMESBURY, MA</b>					
<b>RECORD OF OWNERSHIP</b> AMESBURY CITY OF		<b>BK-VOL/PAGE</b> 24254/ 580		<b>SALE DATE</b> 05/04/2005		<b>U/I</b> U 1		<b>SALE PRICE V.C.</b> 100		<b>PREVIOUS ASSESSMENTS (HISTORY)</b> Yr. Code Assessed Value Yr. Code Assessed Value Yr. Code Assessed Value		<b>Assessed Value</b> 352,600		<b>Assessed Value</b> 295,100		<b>314,500</b>					
<b>EXEMPTIONS</b> Year Type Description		<b>Amount</b>		<b>Code</b>		<b>Description</b>		<b>Number</b>		<b>Amount</b>		<b>Comm. Int.</b>		<b>Total:</b> 352,600		<b>Total:</b> 295,100					
<b>OTHER ASSESSMENTS</b> Year Type Description		<b>Amount</b>		<b>Code</b>		<b>Description</b>		<b>Number</b>		<b>Amount</b>		<b>Comm. Int.</b>		<b>Total:</b> 352,600		<b>Total:</b> 295,100					
<b>ASSESSING NEIGHBORHOOD</b> NBHD/SUB 0000/A		<b>STREET INDEX NAME</b> TRACING		<b>BATCH</b>		<b>NOTES</b> GALLERY UNIT IN CARRIAGE LOFT CONDO 6.72% PER MASTER DEED		<b>APPRaised VALUE SUMMARY</b> Appraised Bldg. Value (Card) Appraised XF (B) Value (Bldg) Appraised OB (L) Value (Bldg) Appraised Land Value (Bldg) Special Land Value Total Appraised Parcel Value Valuation Method: Adjustment: Net Total Appraised Parcel Value		<b>348,700</b> <b>3,900</b> <b>0</b> <b>0</b> <b>0</b> <b>352,600</b> <b>C</b> <b>0</b>		<b>352,600</b>		<b>352,600</b>		<b>352,600</b>					
<b>BUILDING PERMIT RECORD</b> Permit ID Issue Date Type Description		<b>Amount</b>		<b>Insp. Date</b>		<b>% Comp.</b>		<b>Date Comp.</b>		<b>Comments</b>		<b>VISIT/ CHANGE HISTORY</b> Date Type IS ID Cd Purpose/Result		<b>2/17/2015</b> <b>03</b> <b>CW</b> <b>RD</b> <b>01</b> <b>DQ</b> <b>01</b> <b>Data Quality</b> <b>Measur+1Visit</b>		<b>2/15/2007</b>					
<b>LAND LINE VALUATION SECTION</b> B Use Code Description Zone D Frontage Depth Units Unit Price		<b>Units</b>		<b>I. Factor</b> 1.00		<b>S.A. Disc</b> 0		<b>C. Factor</b> 1.00		<b>ST. Idx</b> 1.00		<b>Adj.</b> 0.00		<b>Notes-Adj</b>		<b>Special Pricing</b>		<b>Adj. Unit Price</b> 0.01		<b>Land Value</b> 0	
<b>1</b> <b>9312</b> <b>Town Condo</b>		<b>CB</b>		<b>0</b> <b>SF</b>		<b>0</b> <b>0</b>		<b>0</b> <b>1.00000</b>		<b>1.00</b>		<b>0.00</b>						<b>0</b>		<b>0</b>	
<b>Total Card Land Units:</b>		<b>0</b>		<b>SF</b>		<b>Parcel Total Land Area:</b>		<b>0</b>		<b>SF</b>		<b>Total Land Value:</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>	



CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)						
Element	Cd.	Ch. Description	CA. (Ch. Description)					
Style	55E	Mill						
Model	96	Com Condo						
Grade	93	Average						
Stories	1							
Occupancy	1							
Interior Wall 1	05	Drywall/Sheet						
Interior Wall 2	12	Hardwood						
Interior Floor 1	03	Gas						
Interior Floor 2	04	Forced Air-Duc						
Heat Fuel	03	Central						
Heat Type	00	2 Full						
AC Type	0	Average						
Ttl Bedrms	02	STANDARD						
Ttl Bathrms	02							
Ttl Half Bths	0							
Xtra Fixtres	0							
Total Rooms	1							
Bath Style	02							
Kitchen Style	02							
<b>CONDO DATA</b>								
Cmplx. Acct# 384		ID 3000	% Own					
Cmplx Name 25 Pond St		B# 1	S# 1					
Adjust Type	Code	Description	Factor %					
Unit Type	1	STD	100					
Unit Locn	1	STD	100					
<b>COST/MARKET VALUATION</b>								
Adj. Base Rate:		95.28						
Section. RCN:		366,912						
Net Other Adj:		16,276.50						
Replace Cost:		383,189						
AYB		2004						
EYB		2004						
Dep Code		A						
Remodel Rating								
Year Remodeled								
Dep %								
Functional Obslinc								
External Obslinc								
Cost Trend Factor								
Condition								
% Complete								
Overall % Cond								
Apprais Val		348,700						
Dep % Ovr								
Dep Ovr Comment								
Misc Imp Ovr								
Misc Imp Ovr Comment								
Cost to Cure Ovr								
Cost to Cure Ovr Comment								
<b>OP-OUTBUILDING &amp; YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)</b>								
Code	Description	Sub	Unit Price	Yr. Code	Dp Rl.	Cond	%Cnd	Apr Value
SPR2	WET CONCEA/	B	3,851	1.10	2004	1	100	3,900
<b>BUILDING SUB-AREA SUMMARY SECTION</b>								
Code	Description	Gross Area	Eff. Area	Unit Cost	Undeprc. Value			
CND	CONDO	3,851	3,851	95.28	366,912			
Ttl. Gross Intra Case Area:		1,851	3,851		383,189			

CND[3851]

**Exhibit C: Unit Deed**



55  
18

**NO ENV.**

2005050400413 Bk:24254 Pg:580  
08/04/2008 11:34:00 DEED Pg 1/5

**CARRIAGE LOFTS CONDOMINIUM  
Unit Deed**

Property Address: Gallery Space Unit, Building 14, 37 Millyard, Amesbury, MA 01913

**CARRIAGE LOFTS, LLC**, a Massachusetts limited liability company duly organized under law and with its principal place of business at 65 Allerton Street, Boston, Massachusetts 02119, for consideration paid, and in full consideration of \$1.00 (One Dollar and 00/100) grants to **THE TOWN OF AMESBURY**, a municipal corporation with an address of 62 Friend Street, Amesbury, Massachusetts, with **QUITCLAIM COVENANTS**, the condominium unit in Amesbury, Essex County, Massachusetts known as The Gallery Space Unit located in Building 14 of the Carriage Lofts Condominium located at 37 Millyard in said Town of Amesbury, which condominium was created by the Grantor pursuant to Chapter 183A of the Massachusetts General Laws by a Master Deed dated July 12, 2004 and recorded with Essex South District Registry of Deeds (the "Registry") at Book 23118 Page 141, as amended by First Amendment to Master Deed adding Phase II to the condominium, dated July 23, 2004 and recorded at Book 23164 Page 247, as amended by Second Amendment to Master Deed adding Phase IIIA to the condominium, dated September 9, 2004 and recorded at Book 23367 Page 513, as amended by Third Amendment to Master Deed adding Phase IIIB to the condominium, dated October 14, 2004 and recorded at Book 23517 Page 187, as amended by Fourth Amendment to Master Deed adding Phase IVA to the condominium, dated November 30, 2004 and recorded at Book 23731 Page 575, as amended by Fifth Amendment to Master Deed adding Phase IVB to the condominium, dated December 28, 2004 and recorded at Book 24248 Page 309 (the "Master Deed"); together with a 6.72% Phase IVB percentage undivided interest in the Common Elements of said Condominium and such and privileges as may be appurtenant thereto.

Said Unit contains 3,851 square feet, more or less, as shown on the Plans filed with said Master Deed and on the copy of a portion of said Plans attached hereto and made a part hereof, and to which is affixed the verified statement in the form required by Section 9 of Chapter 183A.

This conveyance is made (i) subject to and with the benefit of all of the provisions of the Master Deed, the Declaration of Trust of Carriage Lofts Condominium Trust dated July 12, 2004 and recorded with the Registry at Book 23118 Page 177 (including the By-Laws and the Rules and Regulations therein), and Plans of the Condominium recorded with said Registry, or as later amended of record, and all provisions of Chapter 183A, (ii) all easements, covenants, agreements and restrictions of record, as the same may be in full force and applicable, including, without limitation, that certain Order of Conditions recorded with the Registry at Book 21584 Page 568; that certain Special Permit recorded with the Registry at Book 21506 Page 75; that certain Special Permit recorded with the Registry at Book 23472 Page 214; that certain Regulatory Agreement recorded with the Registry at Book 22219 Page 273, as amended; (iii) such taxes for the current fiscal year as are not due and payable as of the date hereof; and (iv) the Declarant's right to add future Phases to the Condominium, if any, as set forth in Section 18 of the Master Deed.

Please return to: Shirin Everett, Esq.  
Kopelman and Paige, P.C.  
31 St. James Ave., Boston, MA 02116



For Grantors title see two (2) Deeds from the Town of Amesbury dated October 10, 2003 and recorded with the Essex South Registry of Deeds, Book 21914, Page 450 and Book 21914, Page 454.

Said Unit is to be used only for the purposes set forth in said Master Deed.

The consideration for this deed is less than \$100 and therefore no excise tax stamps are required by law.

The undersigned certifies that G.L. c. 7, §40J has been complied with.

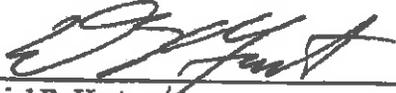
[SIGNATURE PAGE FOLLOWS]



Executed as a sealed instrument this 28th day of December, 2004

**GRANTOR:**

CARRIAGE LOFTS, LLC by  
EAF MANAGER INC., its duly authorized  
Manager,

By:   
Name: Daniel R. Hart  
Title: Vice President, and not individually

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

On this 28th day of December, 2004, before me, the undersigned notary public, personally appeared Daniel R. Hart the Vice President of EAF Manager, Inc., the Manager of Carriage Lofts, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily on behalf of Carriage Lofts, LLC for its stated purpose.

  
Notary Public:  
My Commission Expires: 3/28/08

[GRANTEE SIGNATURE FOLLOWS]





ACCEPTANCE

The Town of Amesbury, acting by and through its duly authorized Mayor, hereby accepts this Unit Deed and agrees to the provisions set forth herein, and to the provisions of the Master Deed and Declaration of Trust, including the By-Laws and Rules and Regulations.

For my authority see Amesbury Municipal Council Vote-Bill No. 2001-162A dated December 4, 2001 and recorded with the Essex South District Registry of Deeds in Book 18874, Page 51; Amesbury Municipal Council Vote-Bill No. 2001-162B dated December 4, 2001 and recorded in Book 21914 Page 443; Amesbury Municipal Council Vote-Bill No. 2002-88 dated July 15, 2002 and recorded in Book 21914 Page 447; and Amesbury Municipal Council Vote-Bill No. 2002-172 dated December 10, 2002 and recorded in Book 21914 Page 448.

GRANTEE: The Town of Amesbury,  
By its Mayor

By: David F. Hildt  
David F. Hildt, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

On this 2<sup>nd</sup> day of May, 2005, before me, the undersigned notary public, personally appeared DAVID F. HILDT, Mayor of the Town of Amesbury as aforesaid, proved to me through satisfactory evidence of identification, which was by (in person), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Amesbury.

Anna L. Motis  
Notary Public:  
My Commission Expires: 2-4-11

235558/AMES/0018



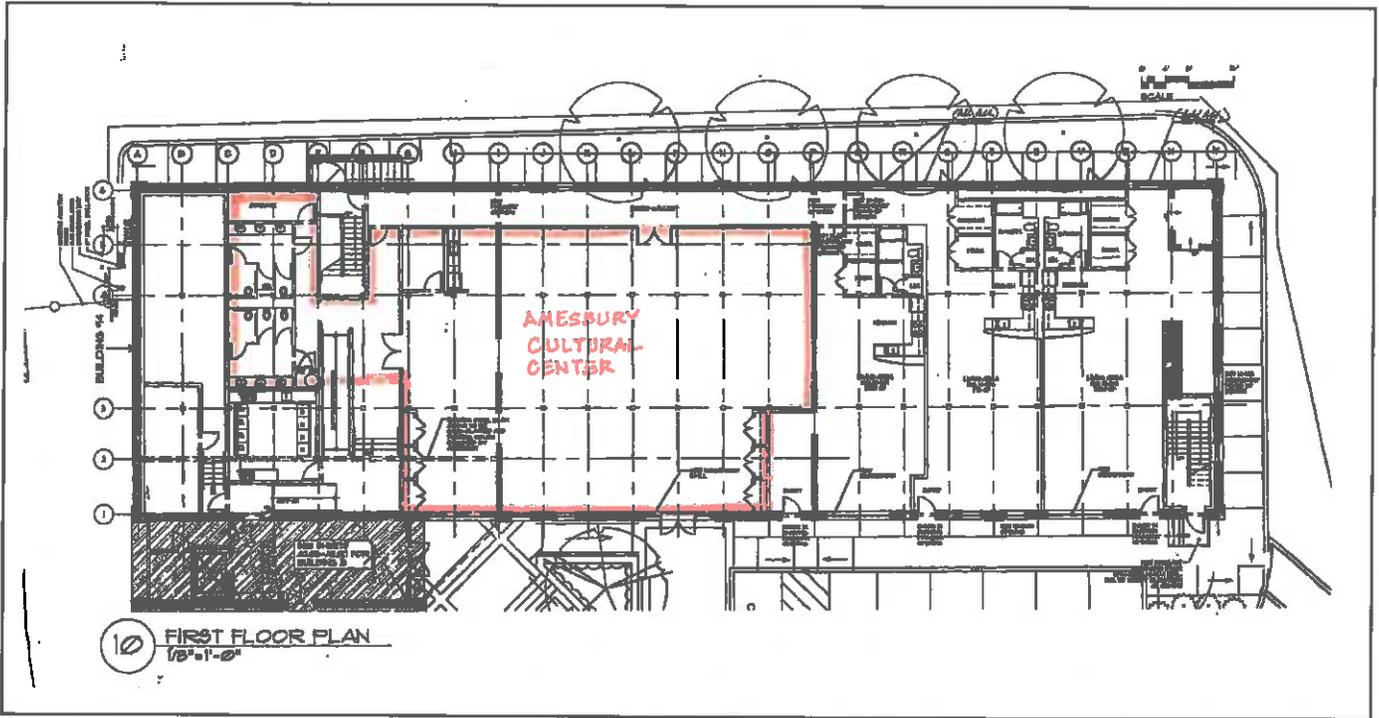




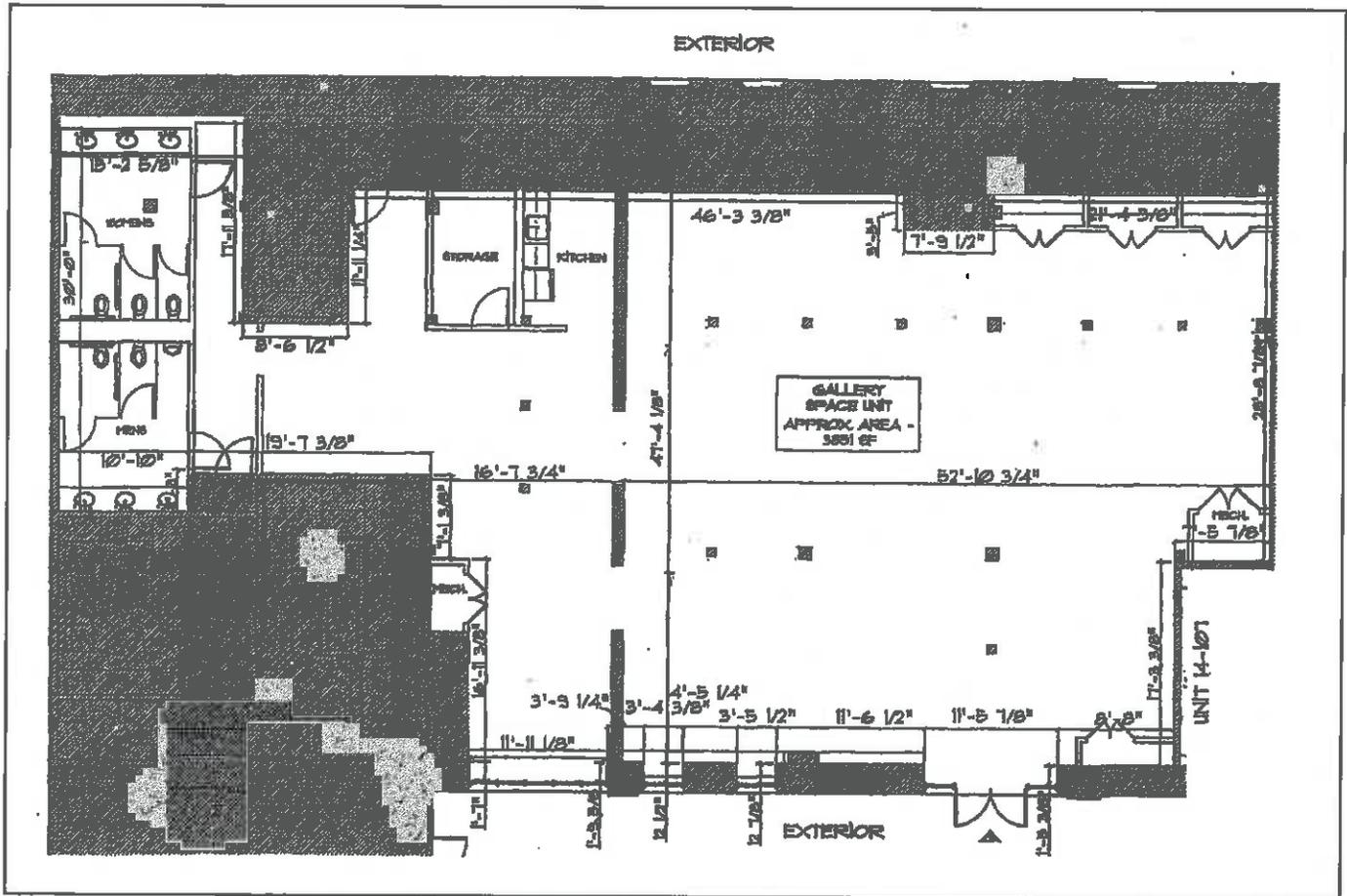


**Exhibit D: Existing Conditions Plan**





37 Millyard – First Floor Plan showing the location of the Amesbury Cultural Center



Amesbury Cultural Center – Floor Plan





*The open floor layout of the Cultural Center. The rear wall is lined with storage closets. The opening in the exposed brick wall leads to the smaller gallery, bathrooms, kitchen, storage and the emergency exit*



*The view from inside looking towards to the entrance to the Cultural Center*



*The smaller gallery side of the Cultural Center with the storefront window*



## REQUIRED PROPOSAL FORMS

<u>Form</u>	<u>Description</u>
1	Proposal Form
2	Price Proposal
3	Comparable Experience
4	Financial Qualifications
5	Certificate of Non-Collusion
6	Disclosure of Beneficial Interest Form
7	Certification as to Payment of Taxes
8	Corporate Resolution



Form 1: Proposal Submission Form  
Amesbury Cultural Center Disposition

Proposer: \_\_\_\_\_

Development Team: Proposer must list and provide complete information about all members of the development team.

Proposer/Developer/Sponsor  
Developer/Sponsor (Legal Name): \_\_\_\_\_  
Form of Legal Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person (Name): \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Proposer, if a corporation or limited liability company, was organized on \_\_\_\_\_ (date) under the laws of the Commonwealth of Massachusetts. (Attach as Proposal Exhibit 1: Articles of Incorporation, Bylaws, Limited Liability Company Agreement, and all other organization documents. If Partnership, attach copy of Partnership Agreement. Non-profit corporations are to attach a copy of the IRS tax-exempt status as part of Exhibit.)

Corporation/Limited Liability Company

Legal Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Principals:  
Contact Person (Name): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Has this entity been formed? ( ) Yes ( ) No

General Partnership

Legal Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Partners:  
Contact Person (Name): \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Has this entity been formed? ( ) Yes ( ) No

Limited Partnership

Legal Name:

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Address:

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General Partner:

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Contact Person (Name):

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Telephone Number:

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Email:

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Has this entity been formed? ( ) Yes ( ) No

Development Consultant

Legal Name:

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Address:

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Contact Person (Name):

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Telephone Number:

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Email:

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Attorney

Legal Name:

---

Address:

---

---

Contact Person (Name):

---

Telephone Number:

---

Email:

---

Architect

Legal Name:

---

Address:

---

---

MA Registration:

---

Contact Person (Name):

---

Telephone Number:

---

Email:

---

Landscape Architect

Legal Name:

Address:

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MA Registration:

Contact Person (Name):

Telephone Number:

Email:

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Engineer

Legal Name:

Address:

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---

MA Registration:

Contact Person (Name):

Telephone Number:

Email:

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Other Role (Identify):

Legal Name:

Address:

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Contact Person (Name):

Telephone Number:

Email:

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Does any member of the development team have more than one role or function in the project? If yes, please explain.

Yes  No

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Form 2: Price Proposal  
Amesbury Cultural Center Disposition

Mr. Nipun Jain, City Planner  
Office of Community and Economic Development  
Amesbury City Hall  
62 Friend Street  
Amesbury, Massachusetts 01913

This price summary form must be submitted with the Proposer's proposal. Failure to adhere to this instruction will result in disqualification of your proposal.

Name of Proposer: \_\_\_\_\_

Consideration Offered to City of Amesbury by the Proposer for Acquisition of the Property:

\$ \_\_\_\_\_  
In Numbers

\_\_\_\_\_  
In Words

Signature

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

Form 3: Comparable Experience  
Amesbury Cultural Center Disposition

Proposer: \_\_\_\_\_

Experience & References. Proposer must list and provide complete information about projects of comparable type and scale, developed by the Proposer in the Commonwealth of Massachusetts from 2009-present. Attach additional sheets if necessary.

Project Name: \_\_\_\_\_

Start/Completion Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ - \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Type :  Single-Family  
 Two-Family  
 Commercial or Mixed-Use

Total Development Costs: (\$) \_\_\_\_\_

City/Town: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person (Name): \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Was this project carried out on property owned or controlled by the municipality?  
( ) Yes ( ) No

Identify members of the Proposer's development team who participated in the project, by name and role/responsibility.

<u>Development Team Member</u>	<u>Role/Responsibility</u>
_____	_____
_____	_____
_____	_____

Proposer: \_\_\_\_\_

Project Name: \_\_\_\_\_

Start/Completion Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ - \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Type :  Single-Family

Two-Family

Commercial or Mixed-Use

Total Development Costs: (\$) \_\_\_\_\_

City/Town: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person (Name): \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Was this project carried out on property owned or controlled by the municipality?

( ) Yes ( ) No

Identify members of the Proposer's development team who participated in the project, by name and role/responsibility.

Development Team Member

Role/Responsibility

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

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

Proposer: \_\_\_\_\_

Project Name: \_\_\_\_\_

Start/Completion Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ - \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Type :  Single-Family  
 Two-Family  
 Commercial or Mixed-Use

Total Development Costs: (\$) \_\_\_\_\_

City/Town: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person (Name): \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Was this project carried out on property owned or controlled by the municipality?  
( ) Yes ( ) No

Identify members of the Proposer's development team who participated in the project, by name and role/responsibility.

<u>Development Team Member</u>	<u>Role/Responsibility</u>
_____	_____
_____	_____
_____	_____

Form 4: Financial Qualifications  
Amesbury Cultural Center Disposition

Proposer: \_\_\_\_\_

Financial Information & Qualifications. Proposer must respond to all questions in this form.

1. Legal Status of Proposer (check one):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Nonprofit           | <input type="checkbox"/> Individual                    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation |

Joint Venture (explain): \_\_\_\_\_

2. Has the Proposer, or any director, general partner, voting member, joint venturer or 10% or greater stockholder of the Proposer, ever been declared ineligible to participate in any governmentally sponsored development or construction program?

Yes     No

If "Yes", please explain in depth.

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3. Has the Proposer, or any director, officer, general partner, voting member, developer or affiliated entity, joint venturer, or 10% or greater stockholder of the Proposer, ever filed a petition of voluntary bankruptcy?

Yes     No

4. Has there ever been filed a petition or involuntary bankruptcy against the Proposer, or any director, officer, general partner, voting member, developer or affiliated entity, joint venturer, or 10% or greater stockholder of the Proposer?

Yes                       No

5. Has the Proposer, or any director, officer, general partner, voting member, developer or affiliated entity, joint venturer, or 10% or greater stockholder of the Proposer, ever

made an assignment of assets for the benefit of creditors?

Yes             No

6. Are there any unsatisfied judgments outstanding against the Proposer, or any director, officer, general partner, voting member, developer or affiliated entity, joint venturer, or 10% or greater stockholder of the Proposer?

Yes  No

7. Has the Proposer been a party to any litigation within the last 5 years?

Yes  No

If "Yes" was answered to any of questions 3 through 7, please explain in depth.

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Form 5: Certificate of Non-Collusion  
Amesbury Cultural Center Disposition

The undersigned certifies under penalties of perjury that the bid or proposal submitted relative to this project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.

\_\_\_\_\_  
(Name of person signing bid)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Date)

Form 6: Disclosure Statement for Transaction with a Public Agency Concerning Real Property

**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:

(2) Type of Transaction, Agreement, or Document:

Sale by City of Amesbury

(3) Public Agency Participating in Transaction:

City of Amesbury

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

Lessor/Landlord  Lessee/Tenant

Seller/Grantor  Buyer/Grantee

Other (Please describe): \_\_\_\_\_

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

NAME

RESIDENCE

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

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

*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.

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Print Name of Disclosing Party (from Section 4, above)

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Authorized Signature of Disclosing Party

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Date (mm / dd / yyyy)

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Print Name & Title of Authorized Signer

Form 7: Certification as to Payment of Taxes  
Amesbury Cultural Center Disposition

Pursuant to G.L. c.62C, Section 49A, I, \_\_\_\_\_, hereby certify under the pains and penalties of perjury that \_\_\_\_\_ (Proposer) has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state tax returns and paid all State taxes required under law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized  
Representative of Proposer

\_\_\_\_\_  
Social Security Number or  
Federal ID Number of Contractor

\_\_\_\_\_  
Title

Form 8: Corporate Resolution  
Amesbury Cultural Center Disposition

(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified and  
(Secretary of the Corporation)

acting Secretary of \_\_\_\_\_ and I further  
certify (Name of Corporation)

that a meeting of the Directors of said Company, duly called and held on

\_\_\_\_\_,  
(Date of Meeting)

at which all Directors were present and voting, the following individuals:

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

were duly authorized and empowered to execute Forms of General Bid, Contracts,  
Agreements or Bonds on behalf of the Corporation.

I further certify that the above authority is still in effect and has not changed or modified  
in any respect.

By: \_\_\_\_\_  
(Secretary of Corporation)

A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)

