

**CITY OF WALTHAM**

**Request for Proposals**

**Lease of First Floor of 25 Lexington Street  
and  
One Garage Bay Located to the Rear of 21 Lexington Street  
Waltham, Massachusetts**

**I Introduction**

The City of Waltham (Lessor) is currently offering for lease, **“AS IS,”** a portion of a building known as 25 Lexington Street and one garage bay located to the rear of 21 Lexington Street, Waltham, Massachusetts, as generally identified on the site plan attached hereto as Appendix A. Originally designed as a police station and district court, the building was used as a municipal records storage facility and office space. Generally referred to as “The Old Police Station”, the first floor of the building is currently leased to The Waltham Museum Inc. The second floor and attic of the building is occupied by City of Waltham municipal offices and the building’s fire protection system.

The property consists of a front and rear section, totaling approximately 15,000 gross square feet, of which approximately 12,250 gross square feet are above grade. The original front portion, built in 1890, is a three-story building with a full basement. The three stories (above the basement) consist of two floors of office space and a full attic. The two-story rear section, added during renovations in 1924, consists of two stories, with neither a basement nor an attic.

The Leased premises consists of the first floor and one garage bay. The Leased premises consists of the first floor only (6,880 sq. ft.) (above the basement) and one garage bay (approx. 264 sq. ft. - 12 feet wide and 22 feet in length) located to the rear of 21 Lexington Street and to the rear of 14 Church Street. It does not include the garage bays located on Lexington Street currently used by the Wires Department. It does not include the basement, the second floor, or the attic. No parking is provided on site.

The building at 25 Lexington Street is a masonry structure with wood windows and a green slate roof. It has an attached garage at 21 Lexington Street that previously served as a stable and subsequently as an annex to the facility.

**II Site Information**

Located in the heart of Waltham’s business and civic district, the Old Police Station is in close proximity to the intersection of Moody and Lexington Streets. Main Street (Route 20) is a major roadway providing access to Boston (approximately nine miles east of the site) and Route 128 (approximately two miles west of the site). There is a municipal parking deck directly across Lexington Street from the site. The property is easily accessible by bus and train.

The building is being leased **“AS IS”**. An elevator services both 21 Lexington Street and 25 Lexington Street. A sprinkler system for the entire building has been installed.

Listed on the National Register of Historic Places, the Old Police Station was designed by the architectural firm of Hartwell and Richardson. The building is designed in the Romanesque style and features an arched entrance, a triple central dormer, side dormers and interesting brickwork. The building was renovated and the interior substantially altered in 1924.

The Lessor makes no representations nor warranties, express or implied, as to the condition of the Leased premises.

The Old Police Station is a unique historical building located in a Business C Zone.

The surrounding neighborhood includes downtown Main Street, commercial, retail and residential uses.

### **III Use**

- A. Lease or disposition of the property is subject to the approval of both the Mayor and City Council (2/3<sup>rd</sup> vote).
- B. The City of Waltham is rich in history. Birthplace of the Industrial Revolution, Waltham boasts an extraordinary number of historic properties including the Old Police Station. Given that 25 Lexington Street has a significant architectural and historic heritage and is within close proximity to the City's center of government, accordingly this property and building needs to be preserved. Accordingly, the City intends to lease this property for uses allowed as of right in a Business C Zone per the attached Table of Uses and for a use that preserves the historical nature of the building. Residential use is prohibited.
- C. Use of this property must be for a use that promotes the history of Waltham, advances and is consistent with, a downtown use, and a use that does not derogate or harm the surrounding neighborhoods.

### **IV Required Terms and Conditions**

- A. The term of the Lease shall be for a period ten (10) years followed by an additional ten (10) years at the sole discretion of the City.
- B. The Lessee shall be responsible for rent payments that are due annually, payable in advance on the first of the month, in monthly installments to be made payable to the City of Waltham and submitted to the Director of Maintenance, 119 School Street, Waltham, MA.
- C. The Lessor, in addition to other rights and remedies, shall have the right to declare the term of the Lease ended if the Lessee:
  - 1. defaults in the payment of a rent installment and such default continues for ten (10) days after written notice thereof; or
  - 2. defaults in the performance or observance of any other of the Lessee's covenants, agreements or obligations under the Lease and fails to correct such default within thirty (30) days after written notice thereof; or
  - 3. shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Lessee's property for the benefit of creditors; or
  - 4. fails to secure an occupancy permit within one year from the date the Lease is executed.
- D. The Lessee shall not assign its proposal, the Lease agreement, nor its rights, nor shall the Lessee sublet any or all of the Leased premises without the prior written consent of both City Council (2/3<sup>rd</sup> vote) and Mayor. Such subletting may only be authorized, in the sole discretion of the City Council and Mayor, for a use that is compatible with the public purpose and identified allowed uses of this Request for Proposals.

- E. The Lessee shall be required to purchase and maintain fire insurance in the amount of One million dollars (\$1,000,000) and comprehensive public liability insurance in the amount of One million dollars (\$1,000,000) per person/one million dollars (\$1,000,000) per occurrence, with excess liability/umbrella coverage in the amount of three million dollars (\$3,000,000); and with property damage insurance in limits of one million dollars (\$1,000,000) with responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Lessor as well as the Lessee against injury to persons or damage to property as provided and to be in effect during the entire Lease term.
- F. The Lessee shall be required to present a Certificate of Insurance, identifying **the City as an additional named insured for fire, public liability, and property damage** and requiring 30 days advance notice of any cancellation, to the Lessor at the time of the signing of the Lease and at such other times as the Lessor shall request. The Lessee shall be responsible for the payment of all required premiums to maintain said insurance during the entire Lease term.
- G. The Lessee shall also be required to indemnify and hold the City harmless against any and all claims of whatever nature for any injury or damage attributable to the Lessee's use of the Leased premises or to any actions of the Lessee, its agents, servants or employees which may cause or contribute to any injury or damage to any person or entity's property.
- H. The Lessee shall be required to purchase and maintain tenant's insurance in an amount sufficient to replace Lessee's personal belongings and museum collection contained in the Leased premises during the Lease term and shall be required to present a Certificate of Insurance identifying the City as a co-insured and requiring thirty (30) days advance notice of any cancellation, to the Lessor at the time of the signing of the Lease and at such other times as the Lessor shall request. The Lessee shall be required to keep the list updated for insurance purposes as items come in and out of the Leased premises.
- I. The Lessee shall be responsible for meeting the Building Code in order to secure any desired Occupancy or new Permit.
- J. The Lessee shall perform all improvements regarding tenant fit up at its sole cost and expense, including any handicap accessibility that may be required.
- K. The use of the subject property is subject to the Zoning Ordinances of the City of Waltham and subject to Section III above. See the attached Tables of Uses for uses that are allowed as-of-right in the Business C Zone in which the property is located. Residential uses of the Leased premises are prohibited by the terms of this RFP and will be prohibited under the terms of any Lease executed pursuant hereto.
- L. Lessee's plans must be submitted to and approved by the Waltham Historical Commission for any items within its jurisdiction, prior to submission to the Building Department for a building permit(s).
- M. All plans and specifications for improvements to the property must be approved by the Building Inspector of the City of Waltham prior to the commencement of any work.
- N. All improvements shall be performed by the Lessee in accordance with the City-approved plans and specifications.
- O. No additions or alterations may be made to the exterior or interior of the building without the Mayor's prior written approval.

- P. Over the term of the Lease, the Lessee will be required to maintain the Leased premises and make any necessary repairs thereto, as well as for accessory buildings.
- Q. The Lessee shall be responsible for the cost of installing, using, maintaining, and repairing all utilities to the Leased premises except a pro rata portion for 25 and 21 Lexington Street occupied by the City's Wires, IT, Assessors, and Housing Departments and the Retirement Board. The Lessee is responsible for its/their own air conditioning needs subject to the approval of the City's Maintenance Department.
- R. The Lessee shall be responsible for all custodial/janitorial services in the Leased premises during the Lease term. The Lessee is also responsible, at its sole cost and expense for all trash removal from the Leased premises.
- S. The Lessee shall be responsible for shoveling all walkways into the Leased premises and ensuring that all the exits and entrances are not obstructed.
- T. The Lessee shall be responsible for maintaining the Leased premises in good condition, reasonable wear and tear excluded.
- U. The Lessee shall be responsible for the cost of all repairs occasioned by or due to the fault or neglect of the Lessee, its agents, servants or independent contractors hired by it, visitors, guests, invitees, or any other source.
- V. The Lessee is prohibited from any activity that would constitute a violation of the conflict of interest law (G.L.M. 268A).
- W. The provisions of this proposal will be incorporated by reference into the provisions of the Lease. The Lease, along with this RFP and the Lessee's response thereto, shall constitute the entire agreement for the Lease of the property. Any amendment to the Lease must be in writing and must be approved in the same manner as the original Lease, by both the City Council (2/3<sup>rd</sup> vote) and Mayor.
- X. The Lessee shall be responsible for securing all municipal, state and federal permits, including but not necessarily limited to, building and occupancy permits.
- Y. The Lessee is obligated to secure an occupancy permit for, at minimum, the first floor of the Leased premises within one year of the date on which the Lease is executed. As noted above, the Lessee will be taking the building "AS IS" and the Lessee will be responsible for taking all actions necessary to secure an occupancy permit.
- Z. The Lessee shall be responsible for moving Metz cars owned by them, into the garage bay within one year of signing of the Lease. The City at its cost will install an 8 ft. wall and door to delineate the garage bay from the rest of Lessor's property.
- AA. The Lessee shall use the property in such manner and for such allowed purposes as are compatible with the neighborhood and/or the current use(s) of the building by existing tenants and/or as determined at the sole discretion of the City. No residential use of the Leased premises shall be permitted.
- BB. Lessee agrees to execute any documents necessary to effectuate the Lease of the property.

CC. Lessee will be required to provide CORI checks where required by Massachusetts Law where children and/or senior citizens are involved. Lessee will have the responsibility for supervising or ensuring that activities are supervised during the Lease term.

DD. Lessee shall be responsible for implementing its own COVID-19 safety plan for the Leased premises.

EE. All obligations of the Lessee shall be performed at its sole cost and expense.

## **V Submission Requirements**

In addition to Articles I, II, III, and IV incorporated herein by reference, Submission Requirements are:

- A. All proposals must be delivered to the office of the City Purchasing Agent, Crystal Philpott, City Hall, 610 Main Street, Waltham, MA no later than **Monday March 21st, 2022 at 10:00 a.m.**
- B. All proposals (3 copies) shall be in sealed envelopes marked, "Proposal for Lease of First Floor of the Building at 25 Lexington Street and One Garage Bay at 21 Lexington Street, Waltham."
- C. All proposals not received at the Purchasing Agent's office by the date and time specified shall be rejected.
- D. Each proposal (3 copies) must include the following:
  1. A completed Disclosure of Beneficial Interests form, which complies with the requirements of G.L.M. Chapter 7, section 40J. During the Lease term a new disclosure must be filed within thirty (30) days of any change in beneficial interests.
  2. A signed affidavit of non-collusion in the form attached herein.
  3. A certification of tax compliance (G.L.M. Chapter 62C, section 49A).
  4. If the Lessee is other than a natural person, evidence of its legal existence and status, including any recent amendments thereto. Such evidence may include the following:
    - a. Articles of Incorporation
    - b. Trust Agreements
    - c. Partnership Agreements
  5. If the proposer is a corporation, a Certificate of Authority conveying a certified vote of the Board of Directors authorizing a designated individual to submit the proposal.
  6. A statement of the intended use of the Leased premises and how it preserves the historic building, promotes the history of Waltham, advances/is consistent with the downtown and does not derogate or harm the surrounding neighborhoods.
  7. Resumes and position descriptions of all personnel of Lessee who will be responsible for supervising construction work to be performed under the Lease.
  8. A statement of the amount of rent the Lessee proposes to pay over the course of the Lease term and the specific Lease term requested.
  9. Evidence of the proposer's ability to cover the costs of all rent to be paid, all capital improvements to be made, and all other financial obligations relating to the rental of the property during the entire rental period. Evidence of the Lessee's ability to enter into a Lease and to pay the rental price, including support letter(s) from a financial institution licensed to do business within the Commonwealth of Massachusetts.
  10. A proposed, detailed program of capital repairs and replacements, any other improvements/repairs proposed. Said program shall be attached to and become a part of the Lease.

11. A list of past projects in which the proposer has been involved.
12. An inventory of any and all personal property and museum collection that will be stored or maintained in the Leased premises. Such list shall be updated by the Lessee as personal property and/or collection items are added or removed.
13. For a corporation, a certified copy of the most recent Annual Report and any Amendments subsequent to the most recent filing as recorded with the Secretary of State.
14. The Lessee shall be responsible for maintaining its own insurance covering any personal property and/or museum collection located on or in the rental property during the Lease term and the Lessee shall indemnify and hold the City harmless from any claims for damages or loss relating to any such personal property and museum collection.
15. Insurance Certificate showing the requested limits and with the following text in the Description of Service Box: **“The City of Waltham is a Named Additional Insured for General Liability, Fire and Property Damage”**

The City reserves the right to request additional documentation and may independently verify information provided.

## **VI Evaluation Criteria**

All proposals shall be evaluated based on the following criteria:

A. Submission Requirements: All proposals must be properly submitted and contain all of the completed documents and forms as set forth above in V—Submission Requirements. The City shall determine if the Submission Requirements have been satisfied. The Purchasing Agent shall refer all proposals that meet the Submission Requirements to the Evaluation Committee, as expanded upon below in VI B. Any proposal, which does not contain all the completed documents and forms set forth in Section V- Submission Requirements, shall be rejected.

B. Comparative Evaluation Criteria: An Evaluation Committee, consisting of one representative from the Building Department, Planning Department and Maintenance Department will evaluate all proposals referred to it by the Purchasing Agent. The Evaluation Committee’s review will be based on the relative merits of the proposals in terms of proposed capital improvements and the amount of rent to be paid. The Evaluation Committee’s review will be based on the relative merits of the proposals in terms of:

- 1 Capital Improvements (50% of total points). The Evaluation Committee will determine the value of the Capital Improvements that will be performed by Lessee and paid for by Lessee, not the City, nor any City program. Each Proposal will be given a score of 1 to 5 (with 5 being the highest score) based on the present value of the capital improvements to be paid by Lessee.
- 2 Rental stream (50% of total points). The Evaluation Committee will determine the present value of the rental stream to be generated by each proposal. Each proposal will be given a score of 1 to 5 (with 5 being the highest score) based on the present value of rental payments and the financial strength of the proposer.

C. Evaluation. Once points are established for the capital improvements and the rental stream of each proposal, the Evaluation Committee will weigh these criteria as listed above. Based on the final scores assigned to each proposal, the Evaluation Committee shall make its recommendation to the Mayor and City Council of the City of Waltham who shall identify the most advantageous proposal.

**VII Award**

Lease between the City and the successful respondent is subject to the approval of both the Mayor and the City Council (2/3<sup>rd</sup> vote).

**VIII Miscellaneous**

- A. The City reserves the right to reject any and all proposals at any time prior to the execution of the Lease.
- B. All renovations shall become fixtures and the property of the City of Waltham.
- C. The City of Waltham will conduct **one pre-proposal site visit of the property on Thursday March 10<sup>th</sup>, 2022 at 10:00AM.** Interested parties should meet in front of 25 Lexington Street at said date and time. This will be the only opportunity to conduct a detailed inspection of the property before the RFP due date.
- D. All questions regarding the RFP should be submitted in writing to the Purchasing Agent who will respond via addenda to all interested parties. Addenda will also be posted on the City's website.  
**Last Day for written Questions Monday March 14<sup>th</sup> at 12:00pm to [cphilpott@city.waltham.ma.us](mailto:cphilpott@city.waltham.ma.us)**

**QUESTIONS SHOULD NOT BE SUBMITTED TO CITY COUNCILLORS OR THE MAYOR AS THE RFP PROCESS REQUIRES A SEALED BID PROPOSAL FROM ALL BIDDERS. THE MAYOR AND CITY COUNCIL ARE SUBJECT TO MASSACHUSETTS CONFLICT OF INTEREST LAWS**

Central Register – Acquisition or Disposition of Real Property

**Authority:**

Purchasing Agent  
City of Waltham  
610 Main Street  
Waltham, MA  
(781) 314-3242

**Description of Property:**

25 Lexington Street - first floor  
21 Lexington Street - one garage bay in rear  
  
First floor: 6880 sq. ft. of internal space  
One garage bay: Approx. 264 sq. ft. of internal space

**Proposal Deadline:**

**March 21, 2022 at 10:00 AM**

**Estimated Value, Source of Valuation**

Assessed Value: \$605,140  
Appraised Value – February 1, 2022  
\$5.00 per square foot (warehouse value) and \$100 per month for the one-bay garage based on appraisal by Board of Assessors.

**Additional Information:**

See attached Assessor's Card

The City plans to lease the first floor plus one garage bay. The building is leased "**AS IS**". The City intends to lease this property for uses allowed as of right in a Business C zone and for a use that preserves this historic building and promotes the history of the City of Waltham. It is the responsibility of the successful proposer to secure any necessary municipal approvals and perform any improvements necessary to occupy the property.

Copies of the Request for Proposals are available at [www.city.waltham.ma.us/open-bids](http://www.city.waltham.ma.us/open-bids)

The City reserves the right to reject any and all proposals.



CITY OF WALTHAM, MASSACHUSETTS  
REQUEST FOR PROPOSALS  
PROPERTY FOR LEASE

SEALED PROPOSALS for leasing a portion of the building (first floor only) located at 25 LEXINGTON STREET, and one garage bay located to the rear of 21 LEXINGTON STREET, WALTHAM, MA, will be received at the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, MA 02452, **until 10:00AM Monday March 21<sup>st</sup>, 2022** at which time they will be opened and read. Proposal specifications may be obtained by visiting the City of Waltham's website at <https://www.city.waltham.ma.us/open-bids>.

A property Inspection date is set for: **Thursday March 10<sup>th</sup>, 2022 at 10:00AM**

The City reserves the right to reject any and all proposals.

Crystal Philpott, MCPPO  
Purchasing Agent, CPO  
781-314-3244  
[cphilpott@city.waltham.ma.us](mailto:cphilpott@city.waltham.ma.us)

Advertisement



Appendix A

Site Plan



25 Lexington Street  
Waltham, Massachusetts

**THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND RETURNED WITH YOUR OFFER**

# NON-COLLUSION FORM AND TAX COMPLIANCE FORM

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

\_\_\_\_\_  
(Signature of person signing bid or proposal)      Date

\_\_\_\_\_  
(Name of business)

### I. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of person submitting bid or proposal      Date

\_\_\_\_\_  
Name of business

#### **NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

**CORPORATION IDENTIFICATION**

The bidder for the information of the Awarding Authority furnishes the following information.

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_ (Required)

**If a foreign (out of State) Corporation** – Are you registered to do business in Massachusetts? Yes

\_\_\_\_\_, No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

**If a Partnership: (Name all partners)**

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual doing business under a firm name:**

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

By \_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Business Address (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

\_\_\_\_\_

City State Telephone Number, Date

**NOTE (1): This proposal must bear the written signature of the bidder. If the bidder is a partnership, a partner must sign the proposal. If the bidder is a corporation, a duly authorized officer or agent of such corporation must sign the proposal.**

**NOTE (2): Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.**

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

I \_\_\_\_\_, Clerk of \_\_\_\_\_ (corporation) hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ (name) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract or obligation to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ of said corporation.

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

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

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_,

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, \_\_\_\_\_

Notary Public;

My Commission expires:



**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

---

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signed by Authorized Company Representative:

\_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_

**PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES**

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: \_\_\_\_\_  
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction:     Sale     Lease or rental for \_\_\_\_\_ (term):

4. Seller(s) or Lessor(s): \_\_\_\_\_

Purchaser(s) or Lessee(s): \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

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

**PROPERTY LOCATION**

No	Alt No	Direction/Street/City
25		LEXINGTON ST. WALTHAM

**OWNERSHIP**

Owner 1:	City/County	Unit #
CITY OF WALTHAM		
Owner 2:		
Owner 3:		
Street 1:	610 MAIN ST.	
Street 2:		
Twn/City:	WALTHAM	
S/V Prov:	City	Own Occ:
MA		
Postal:	02452-5552	Type:

**PREVIOUS OWNER**

Owner 1:	Owner 2:	Street 1:	Twn/City:	S/V Prov:	City	Postal:

**NARRATIVE DESCRIPTION**

This parcel contains 33,360 SQ. FT. of land mainly classified as MUNICIPAL with a OFFICE Building built about 1931, having primarily BRICK Exterior and 21492 Square Feet, with 1 Unit, 1 Bath, 0 3/4 Bath, 1 HalfBath, 0 Rooms, and 0 Bdrm.

**OTHER ASSESSMENTS**

Code	Description/No	Amount	Com. Int

**PROPERTY FACTORS**

Item	Code	Description	%	Item	Code	Description
Z				water		
0				Sewer		
n				Electri		
				Exmpt		
Census:						
Flood Haz:						
D	0	best		Topo		
s				Street	41	
1				Gas:		

**LAND SECTION (First 7 lines only)**

Use Code	Description	LUC	No of Units	Depth/ PricUnits	Unit Type	Land Type
903	MUNICIPAL		0		SQ. FT. SITE	

**IN PROCESS APPRAISAL SUMMARY**

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
903	0.000	1,756,900			1,756,900
Total Card	0.000	1,756,900		816,900	1,756,900
Total Parcel	0.766	3,026,900		3,843,800	
Source/Market Adj Cost			Total Value per SQ unit/ Card: 81.75	/Parcel: 110.36	

**PREVIOUS ASSESSMENT**

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value

**PARCEL ID** R060 009 0004

Legal Description	Entered Lot Size	Total Land:	Land Unit Type:

**SALES INFORMATION**

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif

**TAX DISTRICT**

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif

**PAT ACCT.**

Date	Time	Notes

**BUILDING PERMITS**

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment

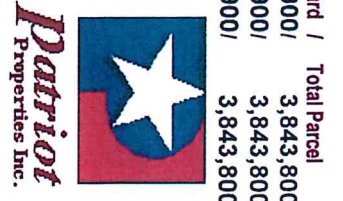
**ACTIVITY INFORMATION**

Date	Result	By	Name
1/23/2014	MEASURED	406	ROBBIE MC LAU
7/29/2005	INFO AT DOOR	345	JAMES HALL

**VERIFICATION OF WEST REG DATA**

Sign:	Alt	%	Spec	Land	Code	Fact	Use Value	Notes

Total ACHA: 0.000000	Total SFS/SM: 0	Parcel LUC: 903	MUNICIPAL	Prime NB Desc: COM GD	Total:	Spl Credit:	Total:
----------------------	-----------------	-----------------	-----------	-----------------------	--------	-------------	--------



**EXTERIOR INFORMATION**

Type: 71 - OFFICE	Full Bath: 1	Rating: Average
Sty Ht: 2A - 2A	A Bath:	Rating:
(Lvl) Units: 1	3/4 Bath:	Rating:
Total: 3	A 3QBth:	Rating:
Foundation: 03 - BRKSTN	1/2 Bath: 1	Rating: Average
Frame Wall: 03 - CONCRETE	A HBN:	Rating:
Prime Wall: 07 - BRICK	Other Ftr:	Rating:
Sec Wall:	<b>OTHER FEATURES</b>	
Roo Struct: 02 - HIP	Kits: 1	Rating: Average
Color: BRICK	A Kits:	Rating:
View/ Desir:	Fprt:	Rating:
	WSFUse:	Rating:

**BATH FEATURES**

Grade: B - GOOD	Location:
Year Blt: 1931	Total Units:
All LUC:	Floor:
Jurisdic:	% Own:
Const Mod:	Name:
Lump Sum Adj:	

**COMMENTS**

LOT # 25 LEXINGTON STREET : 25 LEXINGTON STREET, BLDG UNDER RENOV.

**RESIDENTIAL GRID**

1st Res Grid	Desc:	# Units
Level	FY LR DR D K FR RR BR PB HB L O	
Upper		
Lvl 2		
Lvl 1		
Lower		
Totals	RMS:	BRS: 1 HB 1
	BRS:	Baths: 1

**REMODELING**

Interior:	RES BREAKDOWN
Exterior:	No Unit RMS BRS FL
Other:	
Totals	

**INTERIOR INFORMATION**

Avg Ht/Fl: 10	Phys Cond: AV - Average	30.0%
Prim Int Wal: 02 - PLASTER	Functional:	
Sec Int Wal: 03 - OTHER	Economic:	
Partition: T - TYPICAL	Special:	
Prim Floors: 14 - ASPHALT TILE	Override:	
Sec Floors: 02 - SOFTWOOD	Total:	30.0%
Bsmnt Fir: 12 - CONCRETE	<b>CALC SUMMARY</b>	
Bsmnt Floor:	Basic \$ / SQ: 39.00	
Bsmnt Gar: 7	Size Adj.: 0.87234145	
Electric: 03 - TYPICAL	Const Adj.: 1.01846397	
Insulation: 02 - TYPICAL	Adj \$ / SQ: 87.956	
Int vs Ext: S	Other Features: 32522	
Heat Fuel: 01 - OIL	Grade Factor: 1.40	
Heat Type: 05 - STEAM	NBHD Int: 1.00000000	
# Heat Sys: 1	NBHD Mod:	
% Heated: 100	LUC Factor: 1.00	
Solar HW: NO	Adj Total: 2509913	
% Con Wal	Depreciation: 752974	
	Depreciated Total: 1756939	

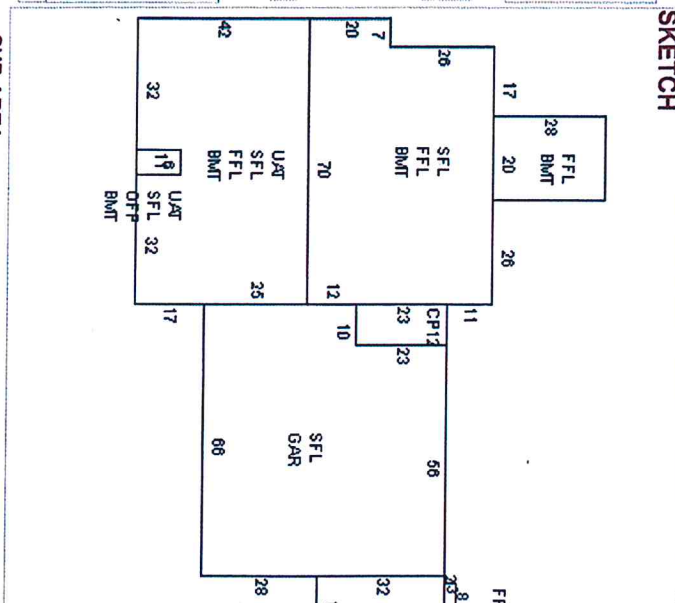
**DEPRECIATION**

Rate	Parcel ID	Typ	Date	Sale Price

**COMPARABLE SALES**

WAWS/SQ:	AvRate:	Ind Val
Jurs. Factor:	Before Depr: 123.14	
Special Features: 0	Val/Su Net: 62.67	
Final Total: 1756900	Val/Su SZAdj: 105.91	

**SKETCH**



**SUB AREA**

Code	Description	Area - SQ	Rate - AV	Underp Value	Sub Area	% Usbl	Descrip	% Qu #Ten
SFL	SECOND FLOOR	9,708	87,960	853,881	Area Usbl	100 AFB		75 A
FFL	FIRST FLOOR	6,880	87,960	605,140				
BMT	BASEMENT	6,538	34,360	224,632				
GAR	GARAGE	3,730	14,100	52,605				
UAT	UNF ATC	882	21,990	19,394				
CPT	CARPORT	230	10,350	2,380				
OFP	OPEN PORCH	66	33,950	2,241				
Net Sketched Area:		28,034		1,760,273				
Size Ad		16588	Gross Area					
				30092	FinArea			
								21492

**SUB AREA DETAIL**

Color:	Year:	Jurisdiction:
Parcel ID: R060 009 0004	Jurisdiction:	

**MOBILE HOME**

Code	Description	A Y/S Qty	Size/Dim	Qual Con Year	Unit Price	DIS Dep	LUC	Fact NB Fa	Anpr Value

**PARCEL ID**

Parcel ID: R060 009 0004	Jurisdiction:
--------------------------	---------------

**ASSASSPRO**

Patriot Properties, Inc

More: N

Total Yard Items:

Total Special Features:

Total:



ZONING CODE

Z Attachment 4

City of Waltham

Sec. 3.4. Table of Uses.

[Amended 6-10-1991 by Ord. No. 27154; 6-10-1991 by Ord. No. 27156; 12-12-1991 by Ord. No. 27265; 12-23-1991 by Ord. No. 27265; 3-8-1993 by Ord. No. 27503; 5-9-1994 by Ord. No. 27715; 5-23-1994 by Ord. No. 27732; 1-11-1995 by Ord. No. 27853-A; 3-28-1995 by Ord. No. 27884; 5-22-1995 by Ord. No. 27909; 5-13-1996 by Ord. No. 28125; 5-28-1996 by Ord. No. 28135; 8-4-1997 by Ord. No. 28403; 2-26-2001 by Ord. No. 29197; 5-28-2002 by Ord. No. 29513; 12-23-2002 by Ord. No. 29628; 3-1-2005 by Ord. No. 30012; 4-28-2008 by Ord. No. 30876; 12-22-2008 by Ord. No. 31011; 6-23-2009 by Ord. No. 31147; 6-27-2011 by Ord. No. 31583; 10-16-2013 by Ord. No. 32037; 12-9-2013 by Ord. No. 32080; 1-13-2014 by Ord. No. 32097; 6-23-2014 by Ord. No. 33106; 3-14-2016 by Ord. No. 33408; 3-27-2017 by Ord. No. 33702; 8-1-2017 by Ord. No. 33817; 9-10-2018 by Ord. No. 34192; 12-10-2018 by Ord. No. 34282; 4-22-2019 by Ord. No. 34437; 5-28-2019 by Ord. No. 34472]

Use With Special Permit Reference	RA-1	RA-2	RA-3	RA-4	RB	RC	RD	HR1	HR2	BA	BB	BC(1)	LC	C	I	C/R	Use Reference
<b>Residential</b>																	
Single-family detached (Sec. 3.606)	Y	Y	Y	Y	Y	Y	Y	Y	N	S1	S1	N	N	N	N	N	3.21
Two-family detached (Sec. 3.607)	N	N	N	N	Y	Y	Y	N	N	S1	S1	N	N	N	N	N	3.22
Accessory dwelling units (Sec. 3.616)	S2	S2	S2	S2	N	N	N	N	N	N	N	N	N	N	N	N	3.23
Multifamily dwellings (Sec. 3.618)	N	N	N	N	N	Y1	Y1	Y	Y1	Y1	Y1	Y1	N	N	N	N	3.24
Rooming houses	Y	Y	Y	Y	Y	Y1	Y1	Y	N	Y1	Y1	Y1	N	N	N	N	3.25
Lodging houses (Sec. 3.639)	N	N	N	N	N	S1	N	N	N	S1	S1	S1	N	N	N	N	3.26
Hotels/motels (Sec. 3.617)	N	N	N	N	S1	S1	N	N	N	S1	S1	S1	S1	N	N	N	3.27
Family day-care homes (Sec. 3.609)	Y	Y	Y	Y	Y	Y	Y	Y	Y	S1	S1	S1	N	N	N	N	3.28
Medical offices in residences	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	3.29
Customary home occupations (Sec. 3.611)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	3.210
Accessory uses/residential (Sec. 4.22)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	3.211
Garage, private	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.212
Trailer/mobile home	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.213
<b>Institutional</b>																	
Churches	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.214
Educational uses	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.215
Municipal buildings	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.216
Cemeteries	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	3.217
Hospitals, sanatoriums, nursing homes, philanthropic institutions (Sec. 3.610)	S1	S1	S1	S1	S1	S1	S1	Y (3.811)	Y (3.811)	S1	S1	S1	N	N	N	N	3.218

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CITY OF WALTHAM

Sec. 3.4. Table of Uses.

Use With Special Permit Reference	RA-1	RA-2	RA-3	RA-4	RB	RC	RD	HR1	HR2	BA	BB	BC(1)	LC	C	I	C/R	Use Reference
Assisted living facilities	N	N	S1	S1	S1	S1	S1	Y1	Y1	S1	S1	S1	N	N	N	N	3.218A
Cat shelter	S1	S1	S1	S1	S2	S2	S2	N	S2	S2	S2	S2	N	S2	S2	N	3.219
Public service corporations (Sec. 3.614)	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	N	S2	S2	N	3.220
Membership clubs (Sec. 3.608)	S1	S1	S1	S1	S1	S1	S1	Y1	S1	S1	Y1	Y1	N	Y1	Y1	N	3.221
Garages, public	N	N	N	N	N	N	N	(3.811)	(3.811)	Y1	Y1	Y1	Y1	Y1	Y1	N	3.222, 3.27
<b>Commercial</b>																	
Retail stores (Sec. 3.634)	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	N	Y1	Y1	N	3.222, 3.27
Body art establishments (Sec. 3.222A)	N	N	N	N	N	N	N	N	N	N	S1	S1	N	S1	S1	N	2.347
Laundromats	N	N	N	N	N	N	N	N	N	N	Y1	Y1	N	Y1	Y1	N	3.223
Business and professional offices and banks	N	N	N	N	N	N	N	(3.811)	(3.811)	Y1	Y1	Y1	Y1	Y1	Y1	N	3.224
Organ procurement organization	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	N	3.224A
Drive-in customer service (Sec. 3.635)	N	N	N	N	N	N	N	N	N	S1	S1	S1	Y1	S1	S1	N	3.225
Arcades	N	N	N	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	N	3.226
Retail gasoline stations (Sec. 3.634)	N	N	N	N	N	N	N	N	N	Y1	Y1	N	N	Y1	Y1	N	3.227
Restaurants	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	N	Y1	Y1	N	3.228
Retail bakery	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	N	Y1	Y1	N	3.228C
Delicatessen	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	N	Y1	Y1	N	3.228D
Fast-food establishments (Sec. 3.620)	N	N	N	N	N	N	N	N	N	S1	S1	N	N	S1	S1	N	3.229
Taverns	N	N	N	N	N	N	N	N	N	N	Y1	N	N	Y1	Y1	N	3.230
Micro-brewery restaurant	N	N	N	N	N	N	N	N	N	N	N	Y	S1	N	N	N	3.228A
Catering establishments	N	N	N	N	N	N	N	N	N	N	Y1	N	N	Y1	Y1	N	3.231
Funeral homes	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	N	Y1	Y1	N	3.232
Private schools	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	N	Y1	Y1	N	3.233
Radio and television broadcasting studios	N	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	Y1	Y1	N	3.234
Radio, television, microwave, communication, radar or other tower (Sec. 3.621)	N	N	N	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	N	3.234

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ZONING CODE

Sec. 3.4. Table of Uses.

Use With Special Permit Reference	RA-1	RA-2	RA-3	RA-4	RB	RC	RD	HR1	HR2	BA	BB	BC(D)	LC	C	I	C/R	Use Reference
Indoor theaters	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.235
Newspaper publishing and printing	N	N	N	N	N	N	N	N	N	N	Y1	Y1	N	Y1	Y1	N	3.236
Car wash (Sec. 3.622)	N	N	N	N	N	N	N	N	N	N	Y1	N	N	Y1	Y1	N	3.237
Wholesale, storage and warehousing	N	N	N	N	N	N	N	N	N	N	Y1	N	N	Y1	Y1	N	3.238
Off-street parking (Sections 3.601 through 3.605)	Y	Y	Y	Y	S1	S1	S1	Y (3.811)	Y (3.811)	Y	Y	Y	Y	Y	Y	N	3.239
Used car lot (Sec. 3.632)	N	N	N	N	N	N	N	N	N	N	S1	S1	N	S1	S1	N	3.240
Associated commercial recreation (Sec. 3.636)	N	N	N	N	N	N	N	N	N	S1	S1	S1	S1	S1	S1	N	3.267
Accessory uses/commercial	N	N	N	N	N	N	N	Y (3.811)	Y (3.811)	Y	Y	Y	Y	Y	Y	Y	3.241
Tea shop	N	N	N	N	N	N	N	N	N	N	N	Y1	Y1	N	N	N	3.228B
Animal shelter (Sec 3.643)	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	S1	N	3.226D
Kennel (Sec. 3.644)	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	S1	N	3.226E
Medical marijuana treatment center (Sec. 11.210)	N	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	N	Use Reference Article XI
Medical marijuana cultivation (Sec. 11.28)	S1	S1	S1	S1	S1	S1	S1	S1	S1	S1	S1	S1	S1	S1	S1	S1	Use Reference Article XI
Electronic game center	N	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	3.226G
Marijuana establishments (nonmedical marijuana)	N	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	N	
Commercial marijuana cultivation (nonmedical marijuana)	N	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	N	3.222B
Smoke shop (Sec. 3.647)	N	N	N	N	N	N	N	N	N	S1	S1	S1	N	S1	S1	N	3.222B
<b>Industrial</b>																	
Accessory off-street parking	N	N	N	N	N	N	N	Y (3.811)	Y (3.811)	N	Y	Y	Y	Y	Y	N	3.243
Railroad and transit station	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	3.244
Windmills	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y1	Y1	N	N	Y1	Y1	N	3.245
Electric lighting, gas works and power stations	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	3.246
Fuel oil and gas storage	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	3.246

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CITY OF WALTHAM

Sec. 3.4. Table of Uses.

Use With Special Permit Reference (Sec. 3.628)	RA-1	RA-2	RA-3	RA-4	RB	RC	RD	HR1	HR2	BA	BB	BC(D)	LC	C	I	C/R	Use Reference	
Heavy trucking and equipment storage (Sec. 3.628)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.247
Open storage	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.248
Truck or private bus terminals	N	N	N	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	Y1	N	3.249
Light manufacturing (Sec. 3.623)	N	N	N	N	N	N	N	N	N	N	N	N	Y1	Y1	Y1	Y1	N	3.250
Research labs, structures and accessory uses	N	N	N	N	N	N	N	(3.811)	(3.811)	N	N	N	Y1	Y1	Y1	Y1	N	3.251
General manufacture	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.252
Autobody shop (Sec. 3.626)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.253
Plastics manufacturing (Sec. 3.629)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.254
Steam laundry	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.255
Helpouts-airports (Sec. 3.627)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.256
Junkyards (Sec. 3.633)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.257
Garbage dumps and sanitary landfills	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.258
Composting facility (3.640)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.2581
Yard waste transfer station (3.641)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.2582
Organic products storage (3.642)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.2583
Automobile recycling center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.259
Accessory uses/manufacturing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.260
Adult entertainment enterprises (Sec. 2.303A)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.2421
<b>Agriculture</b>																		
Farms	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.261
Livestock farms under 5 acres (Sec. 3.612)	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	S2	N	3.262
Livestock farms over 5 acres	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.262
Farm stands	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	3.263
<b>Conservation/Recreation</b>																		
Conservation, water and water supply area	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.264
Public outdoor recreation facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3.265
Semipublic outdoor recreation facility (Sec. 3.630)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	S1	3.266

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Use With Special Permit Reference	RA-1	RA-2	RA-3	RA-4	RB	RC	RD	HR1	HR2	BA	BB	BC(D)	LC	C	I	C/R	Use Reference
Conservation/Recreation																	
Nonprofit sports/recreational clubs with grounds for games and sports	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	S1	Y1	3.220A
Commercial recreational facilities, outdoor	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	S1	Y1	3.226B
Commercial recreational facilities, indoor	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	S1	S1	3.226A
Commercial conservation/nature facilities (Sec. 3.608A)	N	N	N	N	N	N	N	N	N	N	N	N	S1	S1	S1	S1	3.226C
Small athletic and fitness facilities, indoor	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	N	Use Reference 3.226F

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- S2 = Use permitted only by special permit by Board of Appeals

**NOTES:**

(1) Residential uses shall only be allowed in the BC District on upper floors (floors two through five) unless development occurs as part of a Riverfront Overlay District special permit (See Section 8.4.) or as part of an intensity of use special permit, provided that in no case shall any first-floor residential unit or portion thereof be located on or within 50 feet of the street line of any of the following streets: Elm Street, Main Street, Moody Street. In the BC District, residential uses shall have separate and distinct entrances from any and all commercial uses, and commercial and residential uses shall not be located on the same floor, except that commercial and residential uses may be allowed on the first floor where development occurs as part of an intensity of use special permit, provided that in no case shall any first-floor residential unit or portion thereof be located on or within 50 feet of the street line of any of the following streets: Elm Street, Main Street, Moody Street. Multiple residential and/or nonresidential principal buildings may be allowed in the BC District on the same lot when development occurs as part of an intensity of use special permit, provided that all other provisions of Section 4.215 shall be complied with. Further, in instances of new residential construction, excluding rehabilitation or remodeling of existing structures, said residential uses shall be permitted to abut other structures of any type on only one side, and all other sides shall be at least 25 feet from all other structures.

ZONING CODE

Z Attachment 5

City of Waltham

Sec. 4.11. Table of Dimensional Regulations  
 (See Section 4.12 for footnotes)  
 [Amended 8-4-1997 by Ord. No. 28403; 3-3-1999 by Ord. No. 29025; 5-28-2002 by Ord. No. 29513; 12-23-2002 by Ord. No. 29628; 6-13-2005 by Ord. No. 30180; 6-26-2006 by Ord. No. 30450; 6-24-2013 by Ord. No. 31971; 12-10-2018 by Ord. No. 34279; 12-10-2018 by Ord. No. 34282]

District	Minimum Building Setback(s) (23)(24)(25)			Maximum Building Height (18) (21) (23) (24) (26) (feet)	Maximum Stories (23) (24) (26)	FAR by Right (17)	FAR by Special Permit (17)(22) (23)(24)	Maximum Lot Coverage (percent) (2) (23)(24)	Minimum Open Space (percent) (9), (17)	Lot Area by (square feet)	Maximum Dwelling Units per acre (12)	Lot Frontage (feet) (10)	Minimum Lot Area Per Dwelling Unit (square feet)	Minimum Open Space per Dwelling Unit (square feet)	Minimum Lot Width (feet)
	Front (feet)	Side (feet)	Rear (feet)												
RA-1	40	20	40	35	2.5	—	—	20	—	20,000	—	80	—	—	—
RA-2	40	20	40	35(11)	2.5	—	—	25	—	15,000	—	70	—	—	—
RA-3	25	15	30	35(11)	2.5	—	—	—	—	9,600	—	100	1,000	500	100
RA-3 Assisted living facilities	40	40	40	35	3	—	—	—	—	40,000	—	60	—	—	—
RA-4 Assisted living facilities	25	15	30	35	2.5	—	—	25	—	7,000	—	100	1,000	500	100
RB	40	40	40	35	3	—	—	—	—	40,000	—	60	—	—	—
RB Assisted living facilities	15	10	30	40	3.0	—	—	30	—	6,000	—	—	—	—	—
RC	40	40	40	35	3	—	—	—	—	6,000	—	100	1,000	500	100
RC Assisted living facilities	40	40	40	35	3	—	—	—	—	40,000	—	50	—	—	—
RC Single-family Two-family Multifamily Assisted living facilities	10	10(3)	20(4)	40	3.0	.20	.60	30	15	6,000	—	—	—	—	—
RD	40	40	40	35	3	—	—	—	—	6,000	—	—	—	—	—
RD Assisted living facilities	75	45	60	50	4.0	.20	.80	30	15	5 acres	6	50	—	—	—
HR1	10	10	20	74	6	1.8	—	75	—	10,000	59	50	—	—	—
HR1 Except assisted living	40	40	40	74	6	1.0	1.5	—	—	40,000	—	100	1,000	500	100
HR2	10	10	20	74	6	1.0	1.25	75	—	10,000	40	50	—	—	—
HR2 Except as to multifamily and assisted living	10	10	20	74	6	1.0	1.25	75	—	10,000	40	50	—	—	—

CITY OF WALTHAM

Sec. 4.11. Table of Dimensional Regulations  
(See Section 4.12 for footnotes)

District	Minimum Building Setback(s) (23)(24)			Maximum Building Height (18) (21) (23) (24) (feet)	Maximum Stories (23) (24)	FAR by Right (17)	FAR by Special Permit (17)(22) (23)(24)	Maximum Lot Coverage (percent) (2) (23)(24)	Minimum Open Space (percent) (9), (17)	Lot Area (square feet)	Maximum Dwelling Units per acre (12)	Lot Frontage (feet) (10)	Minimum Lot Area Per Dwelling Unit (square feet)	Minimum Open Space per Dwelling Unit (square feet)	Minimum Lot Width (feet)
	Front (feet)	Side (feet)	Rear (feet)												
Multifamily	10	10	20	74	6	0.5	1.25	75	—	10,000	3	100	1,000	50	100
Assisted living	40	40	40	74	6	0.5	1.25	—	—	40,000	—	100	—	—	—
HRI	25	15	30	35(11)	2.5	—	—	25	—	9,600	—	70	—	—	—
Single-family detached	10	0	15	36	3	—	1.0	0	—	0	—	50	—	—	—
BA	10	10	20	36	3	50(16)	.80	30	15	6,000	6	50	—	—	100
Res uses	10	40	40	35	3	—	—	—	—	40,000	—	100	1,000	500	100
Assisted living facilities	40	40	40	35	3	—	—	—	—	0	—	50	—	—	—
BB	0	0	25	48	4	50(16)	2.5	0	—	0	—	50	—	—	—
Res uses	10	10	20	40	4	.25	1.0	35	15	6,000	10	100	1,000	500	100
Assisted living facilities	40	40	40	35	3	—	—	—	—	40,000	—	100	—	—	—
BC	0	0(13)	25	65	5	1.0	2.5	90	—	—	30	40	—	—	—
LC	150(5)	100(5)	100(5)	40	3.0	.25	.60	30	25(6)	5 acres	—	400	—	—	—
C	10(7)	15(7)	25(7)	80	8	.4(16)	2.0	—	—	10,000	—	50	—	—	—
I	10(8)	15(8)	25(8)	80	8	.4(16)	2.0	—	—	0	0	100	—	—	—
C/R	100	100	100	20	1	0.05	0.10	5	10	4 acres	0	50	—	—	—
Detached garage	As required by district	3	3	—(1)	1	—	—	0	—	0	—	0	—	—	—
Accessory building	As required by district	5	5	—(1)	1	—	—	0	—	0	—	0	—	—	—
Swimming pool (19)	As required by district	10	10	—	—	—	0	—	0	—	—	0	—	—	—

Appendix A

PRESERVATION RESTRICTION AGREEMENT  
between the COMMONWEALTH OF MASSACHUSETTS  
by and through the MASSACHUSETTS HISTORICAL COMMISSION  
and the

City of Waltham

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the City of Waltham, 610 Main Street, Waltham, MA 02154 hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements known as Old Waltham Police Station, thereon as described in an order of taking by the City of Waltham, Dated June 26, 1924 and recorded with the Middlesex/South Registry of Deeds, Book 4752, Page 145, and which is located at 25 Lexington Street, Waltham, MA hereinafter referred to as the Premises.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

WHEREAS, the Premises is listed in the State Register of Historic Places as a contributing property to the Central Square National Register Historic District; and

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall apply for five years to the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed on the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.
2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.
4. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of

historic properties only in the event that the Commission should cease to function in its present capacity.

5. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

6. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

7. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 7, inclusive, shall run with the land and is binding upon future owners of an interest therein.



file 07-25-00

Order # 28957

Ordered: Approval of Preservation

Restriction Agreement between

the Commonwealth of Massachusetts

and the City of Waltham regarding

the old Waltham Police Station at

25 Lexington Street pending an

update from the Historical

Commission

In the City Council

Read and Adopted Feb. 25, 2000

*[Signature]*  
City Council President

Approved:

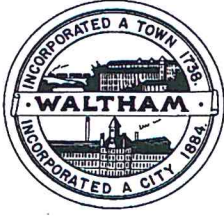
*David J. L...*  
Mayor

CC: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Referred Back  
2-14-00

02-28-00 App. 900.30

BK 31261 PG 260



Waltham Building Department  
William L. Forte  
Inspector of Buildings  
Superintendent of Public Buildings

## City of Waltham Massachusetts

RECEIVED  
JAN 13 2022  
Mayor's Office

January 12, 2022

The Honorable Jeannette A. McCarthy  
Waltham City Hall  
610 Main Street  
Waltham, MA 02451

Dear Mayor McCarthy,

The building known as 25 Lexington Street 1<sup>st</sup> floor (the space used currently by the Waltham Museum) serves no useful purpose for the Building Department and/or, for the city, at this time.

Respectfully,

William L. Forte  
Inspector of Buildings  
Superintendent of Public Buildings