

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”), executed upon the Effective Date as defined below, is a binding agreement by and between the Town of Middleton, Massachusetts, acting by and through its Select Board (the “Board”), having a usual address of 48 South Main Street, Middleton, Massachusetts, 01949 (“Middleton” or the “Town”); and Villebridge Acquisitions LLC, a Massachusetts limited liability company with an address of 1150 Great Plain Ave # 920056, Needham, Massachusetts 02492 (the “Applicant”).

WHEREAS, the Applicant is in the business of developing residential and commercial properties;

WHEREAS, the Applicant has filed an application for comprehensive permit, dated August 22, 2023 (the “Housing Project Application”) with the Middleton Zoning Board of Appeals (“ZBA”) requesting that a comprehensive permit be issued by the ZBA under the Commonwealth’s affordable housing statute G.L. c. 40B, §§20-23 (the “Comprehensive Permit”) to develop a multi-family rental housing project comprised of no more than 60 rental units (the “Housing Project”) to be located on a parcel of land situated at 10 Boston Street, depicted as Lot 2 on a certain plan prepared by Hancock Associates, entitled “Preliminary Plan of Land in Middleton, MA” and dated February 7, 2024 (the “Housing Land Plan”), attached as Exhibit A;

WHEREAS, the Applicant has filed an application, dated February 27, 2024 (the “Commercial Project Application”) with the ZBA for site plan review and other zoning relief under the Middleton Zoning Bylaw (the “Site Plan Approval”) to develop approximately 18,800 square feet of commercial space as further described below (the “Commercial Project”) to be located on a parcel of land situated at 49 South Main Street, depicted as Lot 3 on a certain plan prepared by Hancock Associates, entitled “Preliminary Plan of Land in Middleton, MA” and dated February 7, 2024 (the “Commercial Land Plan”), attached as Exhibit A;

WHEREAS, the Housing Project and the Commercial Project are hereinafter collectively referred to as the “Projects” unless the context requires otherwise;

WHEREAS, the Projects are generally located at the corner of Boston Road and Route 114, two roads which already service a large amount of vehicular traffic on a daily basis, where traffic operations are already stressed, and where traffic operations are forecast to deteriorate further even if the Projects are not developed;

WHEREAS, the Applicant has worked in good faith with the Town to identify measures to improve traffic operations on the Route 114 corridor in close proximity to the Projects, including by commissioning a Corridor Improvement Study prepared by Vanasse & Associates, dated October 27, 2023 (the “Corridor Improvement Study”) which was peer-reviewed by the Board’s consultant, TEC, Inc.;

WHEREAS, although the Applicant does not admit or concede that the Projects will result in adverse traffic impacts, it is willing to enter into this Agreement in order to reach consensus with the Town;

WHEREAS, the Town and the Applicant have identified two broad measures, the first being the “Long-Term Corridor Improvement Project,” and the second being the “Critical Infrastructure Improvements”, as described in the Corridor Improvement Study), that may help mitigate concerns over traffic, all of which are subject to the review and approval of the Massachusetts Department of Transportation (“MassDOT”). In particular, the Applicant intends to convey certain “Easements” (as defined below) located off Boston Street and Route 114, so as to accommodate and enable the construction, by the Town or others, of additional turning lanes on such roadways and associated infrastructure, as depicted on a plan entitled “Preliminary Easement Plan in Middleton, MA” dated March 5, 2024, prepared by Hancock Associates, Inc., and attached hereto as Exhibit B (the “Easement Plan”). The Easements to be conveyed include an easement area along the Boston Street frontage of the Housing Project depicted as “Prop. Housing Project Easement” (the “Housing Project Easement”) and an easement area along the Boston Street and South Main Street frontages of the Commercial Project depicted as “Prop. Commercial Project Easement” (the “Commercial Project Easement”) on the Easement Plan (collectively, the “Easements”). The land area for the Easements facilitates implementation of both the Critical Infrastructure Improvements and the Long-Term Corridor Improvement Project as depicted in the Corridor Improvement Study;

WHEREAS, the parties agree that the conveyance of the Easements as a part of the Critical Infrastructure Improvements shall be implemented as described herein, and the Long-Term Corridor Improvement Project is to be implemented at a future date after the Critical Infrastructure Improvements are implemented;

WHEREAS, the parties agree that this Agreement shall bind the parties and their respective successors in interest; and,

WHEREAS, the parties wish to enter into this Agreement to memorialize their mutual understandings.

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, on behalf of themselves, their successors and assigns, hereby covenant and agree as follows:

**I. CONVEYANCE OF EASEMENTS TO TOWN.**

The Applicant shall convey the Easements depicted on the Easement Plan to the Town, contingent upon the following terms and conditions of this Agreement, including but not limited to, the following:

- A. The implementation of the Critical Infrastructure Improvements will not render the Commercial Project in violation of the Middleton Zoning Bylaws and other applicable laws;
- B. The Applicant shall have obtained all final local, state and federal permits and approvals necessary to construct the Projects in a form "Reasonably Acceptable" to the Applicant, as such term is defined herein, and all appeal periods applicable to such permits and approvals, including any extensions, amendments or new applications or reapplications, shall have expired without an appeal having been taken or if a third-party appeal is taken, the same is finally dismissed on terms that are acceptable to the Applicant, and all further appeal periods having expired ("Final Approvals"). Notwithstanding the foregoing, the Final Approvals shall be treated as obtained for purposes of this Agreement when a building permit is issued for the Housing Project and the Commercial Project and the appeal period applicable thereto expires without the filing of an appeal (or if such an appeal is taken, the same is finally dismissed on terms that are acceptable to the Applicant). The Applicant agrees to diligently pursue the Final Approvals without delay, except for good cause.
- C. The Middleton Select Board and Middleton Town Meeting have voted to accept and approve the conveyance of the Easements, and as of the Effective Date, the voters at Middleton Town Meeting on May 14, 2024 voted to adopt Article 22 to accept the Easements subject to and in accordance with the terms and conditions of Article 22 and said Town Meeting vote, thereby satisfying this condition;
- D. The Housing Project Easement and the Commercial Project Easement shall be conveyed to the Town for no or nominal monetary consideration after Final Approvals have been obtained. To the extent that the Select Board has not accepted said Easements, by at least sixty days, after the receipt of the Final Approvals, an easement agreement for the same shall be prepared and held in escrow by Town Counsel pursuant to an escrow agreement in a form acceptable to Town Counsel and the Applicant;
- E. The Town's agreement that the Applicant's obligations to the Town are limited to the conveyance of the Easements and other obligations described in this Agreement; and
- F. The requirement that the form of the easement agreement(s) concerning the Easements is subject to the reasonable approval of counsel for the respective parties and such Easements shall contain terms and provisions for coordination of construction and appropriate release/indemnification language in accordance with commercially reasonable standards, including the requirement that, upon the Town's acceptance of the Easements, the Town shall be solely responsible for the construction, maintenance, and repair of, and liability with respect to, the Easements, and in accordance with how such easements are customarily maintained

within the Town of Middleton, until such time as the Commonwealth of Massachusetts, through MassDOT, may assume such obligations.

## **II. APPLICANT'S HOUSING PROJECT OBLIGATIONS AND RIGHTS**

Subject to the provisions of this Agreement, the Applicant agrees to undertake the following:

A. In order to conform the Comprehensive Permit to the modifications to the Housing Project contemplated by this Agreement, and in order to ensure that the construction of Housing Project improvements are coordinated and timed with the Town so as to avoid unnecessary cost, the Applicant has provided the ZBA with a set of anticipated changes that would result from the conveyance of the Easements. Subject to any adjustments which may arise in the course of obtaining Final Approvals, the Applicant anticipates that such changes may be implemented through operation of conditions of the Comprehensive Permit either in lieu of filing a subsequent Notice of Project Change, or pursuant to administrative approval of such changes as being insubstantial, all in accordance with 760 CMR 56.00. Said proposed changes would include the following:

1. Amend and update the list of local waivers and other documentation, as necessary, to reflect changes to previously approved waivers and documentation in the Comprehensive Permit Decision by factoring in the Housing Project Easement to the waivers and documentation (i.e., adjustments to be made to Max. Lot Coverage and Min. Open Space resulting from changes to Housing Project Easement area);
2. Possible adjustments to traffic mitigation as described in the prospective Comprehensive Permit decision. Based on the hearings and discussions held to date, the Applicant anticipates the obligation to fund, facilitate, and/or implement various transportation improvements related to the Housing Project. At the same time, the Town has applied for a Community OneStop HousingWorks Grant to implement the Critical Infrastructure Improvements. To minimize waste and duplicative efforts and to support said grant application, the Applicant anticipates converting some of its transportation improvement obligations into a monetary contribution toward the local match for the grant. The mechanics and conditions of such conversion will be detailed in the Comprehensive Permit Decision. The anticipated transportation improvement obligations are summarized as follows:
  - Facilitate completion of a Road Safety Audit (RSA) at the South Main Street/Maple Street intersection prior to issuance of the Certificate of Occupancy;

- Implement multiple Transportation Demand Management (TDM) measures;
- Add restriping to the northbound approach of South Main Street to add an auxiliary left-turn lane into the proposed adjacent retail proposal;
- Contribute \$10,000 to the Town dedicated to traffic mitigation measures as may be determined by the Town;
- Implement optimal traffic signal timing and phasing plan at the South Main Street/Boston Street, South Main Street/Maple Street, and North Main Street/South Main Street/Lake Street/Central Street intersections prior to Certificate of Occupancy;
- Implement optimal traffic signal timing and phasing plan at the South Main Street/Boston Street, South Main Street/Maple Street, and North Main Street/South Main Street/Lake Street/Central Street intersections upon reaching 80% occupancy;
- In lieu of the two bullet points immediately above and the related signal timing and phasing plan referred to in Section IV.B. below, implement an Adaptive Traffic Control System at the South Main Street/Boston Street, South Main Street/Maple Street, and North Main Street/South Main Street/Lake Street/Central Street intersections prior to Certificate of Occupancy;
- Installation of a sidewalk along Boston Street prior to Certificate of Occupancy;
- The completion of a Road Safety Audit (RSA) at the South Main Street/Maple Street intersection prior to issuance of the Certificate of Occupancy.

3. A change in the subsidy program. As an option designed to facilitate Housing Project financing, the Applicant may propose to change the current subsidy/financing program of the Federal Home Loan Bank of Boston's New England Fund Program ("NEF") administered by MassHousing for the subsidy offered through the Local Initiative Program ("LIP") administered by the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"), provided that that Applicant completes all subsidy application materials which will also require the Select Board's endorsement and approval, which shall not be unreasonably withheld, delayed or denied.

### **III. PRECONDITIONS TO APPLICANT'S HOUSING PROJECT OBLIGATIONS AND RIGHTS**

The Applicant's obligation to deliver the items and/or to exercise the rights set forth in Section II above shall be conditioned upon each of the following:

- A. ZBA issues a Comprehensive Permit, as may be amended, within regulatory timeframes in a form "reasonably acceptable" to the Applicant, as such term is defined herein, and all appeal periods applicable to such permits and approvals shall have expired without an appeal having been taken or if an appeal is taken, the same is finally dismissed on terms that are acceptable to the Applicant, and all further appeal periods having expired.
- B. Upon issuance of the Comprehensive Permit, and if requested by the Applicant, the Board reasonably cooperates, at the Applicant's sole cost and expense (including the Town's reasonable legal fees), in a requested change in Housing Project Subsidy to the EOHLC's Local Initiative Program (LIP), by signing a LIP application and transmitting the same to the EOHLC within thirty (30) days after receipt from the Applicant of a complete LIP application consistent herewith, and the ZBA approves to the change in subsidy. The Board shall not require any further mitigation or payments of any kind from the Applicant in connection with the change in subsidy or a LIP endorsement other than the reimbursement of fees described above.
- C. The Applicant obtains, in addition to the Comprehensive Permit in the form provided in this Agreement, all other Final Approvals for the Housing Project on terms that are "Reasonably Acceptable" to the Applicant, as such term is defined herein, and all appeal periods applicable to such permits and approvals shall have expired without an appeal having been taken or if an appeal is taken, the same is finally dismissed on terms that are Reasonably Acceptable to the Applicant, and all further appeal periods having expired.
- D. For purposes of Sections II and III of this Agreement, the term "Reasonably Acceptable" shall mean that there shall be no conditions which, except as expressly agreed to by the Applicant in the application or during the public hearing or meeting after consideration of a full draft of the applicable decision, as may be amended, that: (i) will reduce the density of the Housing Project below 60 units or 90 bedrooms; (ii) require significant and material modifications to the design of the Housing Project as submitted to the applicable local, state and/or federal approval authority; or (iii) impose other mitigation requirements that are not established to be attributable to the impacts of the Housing Project, except as may be described herein.

#### **IV. APPLICANT'S COMMERCIAL PROJECT OBLIGATIONS AND RIGHTS:**

Subject to all other provisions of this Agreement, the Applicant agrees to undertake the following:

- A. The Applicant's diligent pursuit of approval by the ZBA of an Application for Site Plan Approval/Special Permits for the Commercial Project, in accordance with the ZBA's rules and bylaws, effective September 1, 2023, that requests approval of all of the following:
  1. All of the zoning relief described in said Application for Site Plan Approval/Special Permits as described above; and,
  2. Requests for other special permits and/or such other zoning relief as may be reasonably necessary to implement the Commercial Project as proposed by the Applicant.
- B. Based on the hearings and discussions held to date, the Applicant anticipates the obligation to fund, facilitate, and/or implement various transportation improvements related to the Projects. At the same time, the Town has applied for a Community OneStop HousingWorks Grant to implement the Critical Infrastructure Improvements. To minimize waste and duplicative efforts and to support said grant application, the Applicant anticipates converting some of its transportation improvement obligations into a monetary contribution toward the local match for the grant. The mechanics and conditions of such conversion will be detailed in the Site Plan Approval/Special Permit decision for the Commercial Project, as may be necessary. The anticipated transportation improvement obligations are summarized as follows:
  - Implementation of optimal traffic signal timing and phasing plan at the South Main Street/Boston Street, South Main Street/Maple Street, and North Main Street/South Main Street/Lake Street/Central Street intersections prior to Certificate of Occupancy for the first of the proposed coffee shop or the first 12,000 square feet of retail space;
  - In lieu of the one bullet point immediately above and the related signal timing and phasing plan referred to in Section II.A.2. above, implement an Adaptive Traffic Control System at the South Main Street/Boston Street, South Main Street/Maple Street, and North Main Street/South Main Street/Lake Street/Central Street intersections prior to Certificate of Occupancy; and,
  - Implementation of the short-term / low-cost signage, pavement marking and traffic signal timing adjustments recommended by the RSA.

C. The Applicant shall submit a contribution toward implementation of the Critical Infrastructure Improvements, which may or may not include grant pursuit costs, in the amount of \$15,000 less any such similar amounts as may have been committed by the Applicant during permitting of the Projects. Such contribution must be submitted prior to issuance of the building permit for the Commercial Project.

V. **PRECONDITIONS TO APPLICANT'S COMMERCIAL PROJECT OBLIGATIONS AND RIGHTS**

The Applicant's obligation to deliver the items set forth in this Agreement shall be conditioned upon each of the following:

- A. The zoning relief pursuant to Section IV.A that is necessary to enable transfer of the Easements has not expired and there remains adequate time under zoning approvals such that the Applicant may commence the Commercial Project in compliance with such approvals, as reasonably determined by the Applicant.
- B. ZBA issues a Site Plan Approval in a form Reasonably Acceptable to the Applicant, as such term is defined herein, and all appeal periods applicable to such permits and approvals shall have expired without an appeal having been taken or if an appeal is taken, the same is finally dismissed on terms that are acceptable to the Applicant, and all further appeal periods having expired.
- C. ZBA issues each and all of the Special Permits requested in Section 6 within regulatory timeframes in a form "Reasonably Acceptable" to the Applicant, as such term is defined herein, and all appeal periods applicable to such permits and approvals shall have expired without an appeal having been taken or if an appeal is taken, the same is finally dismissed on terms that are acceptable to the Applicant, and all further appeal periods having expired. The Board shall not require any further mitigation or payments of any kind from the Applicant in connection with any local approvals.
- D. ZBA issues such other Final Approvals as may be required under the Middleton Bylaws and regulations in a form "Reasonably Acceptable" to the Applicant, as such term is defined herein, and all appeal periods applicable to such permits and approvals shall have expired without an appeal having been taken or if an appeal is taken, the same is finally dismissed on terms that are acceptable to the Applicant, and all further appeal periods having expired.
- E. The Applicant obtains, in addition to the Site Plan Approval in the form provided in this Agreement, all other Final Approvals for the construction of the Commercial Project on terms that are Reasonably Acceptable to the Applicant, as such term is defined herein, and all appeal periods applicable to such permits and approvals shall have expired without an appeal having been taken or if an appeal is taken, the same is finally dismissed on terms that are acceptable to the Applicant, and all further appeal periods having expired.

F. For purposes of Section IV and Section V of this Agreement, the following terms shall have the following meanings:

1. The term “Reasonably Acceptable” shall mean that that there shall be no conditions which, except as expressly agreed to by the Applicant in the Application(s) to the ZBA or during the public hearing after consideration of a full draft of the decision that: (i) will reduce the square footage of the Project below 20,000 square feet and the traffic trips below the “Total Commercial Trips” (as defined below), (ii) require significant modifications to the design of the Project as submitted to the ZBA through the Effective Date of this Agreement, or (iii) impose other mitigation requirements that are not established to be directly attributable to the impacts of the Commercial Project.
2. The Term “Total Commercial Trips” shall mean the total number of average weekday daily trips for the combined Housing Project and Commercial Project where the total number is calculated by adding the number of pass-by trips plus the number of new trips less the number of internal trips and which equals 2,992 trips, as described in the Transportation Impact Assessment study for the Commercial Project.

## VI. MISCELLANEOUS PROVISIONS

A. Independent Authority of Municipal Boards and Officials. The parties acknowledge that although certain terms and provisions of this Agreement are conditioned upon actions or inactions on the part of the ZBA or other local boards other than the Board (the “Local Boards”), the Local Boards act independently, and no provision of this Agreement shall be construed as a directive to, or binding upon, the Local Boards in connection with their review and decision of the Housing Project Application and the Commercial Project Application, as applicable. Rather, this Agreement sets forth terms that shall be determined to apply only if and when the Local Boards have independently acted with respect to the Housing Project Application and the Commercial Project Application, as applicable.

B. Parties to Be Bound. The Applicant maintains site control over the real property associated with the Projects through certain Purchase and Sale Agreements, and such Purchase Agreements are subject to the Applicant’s receipt of all necessary approvals in a form satisfactory to the Applicant. In the event that the Applicant elects to not proceed with the purchase of the real property associated with the Housing Project and/or with the Commercial Project, the applicable terms and conditions of this Agreement are voided for the respective real estate such that the current real estate owners are in no way encumbered or obligated, and are hereby released by the Town from any and all obligations, liabilities and costs under this Agreement in any way whatsoever. For the avoidance of doubt, the Town acknowledges that neither Champlain Realty Trust (current owner of 49 South Main Street and 10 Boston Street) or Stigliano Inc. (current owner of 18 Boston Street) are parties to this Agreement, and that the Applicant has no authority or

intention to obligate Champlain Realty Trust and/or Stigliano Inc. to any of the terms, conditions, obligations, commitments, or agreements in this Agreement. In the event that the Applicant chooses to delay either of the Projects, or chooses not to go forward with either of the Projects, it may still convey the Easements, as aforesaid.

C. Amendments. This Agreement may only be amended by a written instrument executed by all of the parties hereto.

D. Governing Law. This Agreement shall be deemed to have been executed within the Commonwealth of Massachusetts, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts and any dispute concerning this Agreement shall be adjudicated in a Commonwealth of Massachusetts state court of competent jurisdiction and the parties hereto agree to be subject to the jurisdiction of said courts.

E. Cooperation; Design Changes Related To Implementing the Critical Infrastructure Improvements and the Long-Term Corridor Improvement Project. During the term of this Agreement, both the Applicant and the Town shall provide for continued cooperation between the parties and their successors and assigns where reasonably feasible notwithstanding any exigent physical and legal circumstances applicable to the party being requested to make such accommodation. In addition to the foregoing, both the Town and the Applicant understand that implementing the Critical Infrastructure Improvements and the Long-Term Corridor Improvement Project will require approvals from MassDOT as well as other potential approvals from governmental authorities and others which could possibly result in the need to adjust the Housing Project, the Commercial Project, and/or the Critical Infrastructure Improvements and the Long-Term Corridor Improvement Project (collectively, the "Design Adjustments"). To this end, both the Applicant and Town agree to cooperate in a commercially reasonable manner to make any required Design Adjustments to these projects described above so as to achieve the goals and objectives as described in this Agreement as closely as possible; provided, however, that such Design Adjustments will enable the Applicant to permit, construct, and operate the Housing Project and Commercial Project on terms that are "Reasonably Acceptable" to the Applicant, as defined under Sections III.C. and V.E. as described above; and provided further that any such design modifications that are attributable to requirements imposed under State review and approval shall not operate to automatically void this agreement and the parties shall act in good faith to amend this agreement upon terms mutually acceptable to the parties, to the extent practical and feasible, in the event of any such event.

F. Grants and Other Funding Sources. The Town shall bear any and all costs of implementing the Critical Infrastructure Improvements and the Long-Term Corridor Improvement Project, including but not limited to, obtaining any and all funding commitments as may be determined by the Town (the "Middleton Funding Commitment"). To this end, the Town agrees to use best efforts to timely pursue and secure such grants, loans and other financial resources related to the Middleton Funding Commitment for the purposes described herein, and has applied through the

Commonwealth's Community One Stop Application process for funding through the Housing Works Program, and shall thereafter comply with all terms and conditions of any One-Stop grant or other funding award letter. To assist the Town with respect to the Middleton Funding Commitment, the Applicant agrees to provide the financial contribution described in Section IV.B of this Agreement.

**G. Applicant's Option for Taking.** In lieu of the Applicant's conveyance of the Easements, the Applicant may, at its option, condition the transfer of the Easements upon a taking by eminent domain by notice to the Town as provided above (the "Taking"). If the Applicant elects such option for the Taking, the Town, acting by and through its Select Board, shall adopt an order to take by eminent domain such Easements (the "Order of Taking"). The Town's authority to adopt the Order of Taking is dependent upon compliance with the requirements set forth in MGL Chapter 79 and all other applicable laws, as well as approval of the Order of Taking by an affirmative vote of the Town of Middleton Town Meeting. In the event that the Town Meeting does not approve such a taking, then the easements shall be conveyed voluntarily, as aforesaid, but only after the Applicant has secured all Final Approvals with adequate time to vest, and all such other preconditions under this Agreement have been satisfied. The Applicant waives the requirement for an appraisal as a precondition of such taking and waives all damages for such a taking. Subject to such a favorable determination, the Town shall adopt the Order of Taking as soon as practicable after the Applicant's preconditions described in this Agreement have been satisfied. Any such Order of Taking shall expressly state the purpose of the Easements and shall acknowledge that such easements may not be construed to alter or condition development of the Projects as described herein in a manner that is "Reasonably Acceptable" to the Applicant, as defined under Sections III.C. and V.E. as described above.

**H. Assignment.** With regard to the Housing Project, the Applicant maintains the right to assign the Housing Project in accordance with, and subject to, the provisions of the Chapter 40B Regulations, 760 CMR 56.00. With regard to the Commercial Project, the Applicant maintains the right to assign the Agreement to any other party, provided that any assignee of the Agreement with regard to the Commercial Project agrees in writing that it shall accept and be bound by all of the rights, obligations and powers of the Applicant hereunder with respect to the Commercial Project, and upon receipt of said written agreement from the assignee, the Applicant shall thereafter be released from all obligations under this Agreement.

**I. Covenants; Binding on Successors.** The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns, and any assignee of the Applicant as provided for in the preceding Section.

**J. Entire Agreement.** This Agreement reflects the entire agreement between the parties. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this Agreement.

**K. Authority.** The Applicant has and the Board represents and warrants that it has, the full right, power and authority and are duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder, and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

**L. Notices.** All notices or requests required or permitted hereunder shall be in writing and addressed, if to the Town as follows:

Select Board  
Town of Middleton  
48 South Main Street  
Middleton, MA 01949  
Attention: Town Administrator  
e-mail: [justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)

with a copy to:

Jason Talerman  
Mead, Talerman, & Costa, LLC  
730 Main Street, Suite 1F  
Millis, MA 02054  
e-mail: [jay@mtclawyers.com](mailto:jay@mtclawyers.com)

If to the Applicant to:

Lars Unhjem  
Villebridge Acquisitions LLC  
1150 Great Plain Ave # 920056  
Needham, MA 02492  
e-mail: [lars@villebridge.com](mailto:lars@villebridge.com)

with a copy to:

John Smolak  
Smolak & Vaughan LLP  
21 High Street, Suite 301  
North Andover, MA 01945  
E-mail: [jsmolak@smolakvaughan.com](mailto:jsmolak@smolakvaughan.com)

Each of the parties shall have the right by notice to the others to designate additional parties to whom copies of notices must be sent, and to designate changes in address. Any notice shall have been deemed duly given if delivered to such address by hand or one business day after delivery to a nationally recognized overnight courier service, fees prepaid or by e-mail.

**M. No Individual Liability; No Opposition; Enforcement.** This Agreement is executed on behalf of the Town by a member or members of the Board, each acting in his/her capacity as a Board member, and not individually. The Applicant and each person dealing with the Town, or claiming any rights or interests herein or hereunder, agrees to look solely to the assets of the Town for satisfaction of any obligations of the Town, and they further agree that no employee or agent of the Town shall have any personal liability hereunder or otherwise. The Town agrees that the obligations of the Applicant or any successor entity do not constitute personal obligations of their members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement. or otherwise. The liability of the Applicant or a successor entity is in all cases limited to their interest in the Property or subdivided portion thereof at the time such liability is incurred and shall not extend to any other portion of the Property for which another party has assumed responsibility. In consideration of the undertakings of the Applicant contained herein, to the maximum extent permitted by law, the Board agrees not to take any steps to oppose the permitting, construction, use and operation of the Projects so long as the Projects are in compliance with this Agreement, all applicable permits, Massachusetts General Laws and regulations, and the Town of Middleton bylaws and regulations in effect as of the date hereof. In no event shall any party hereto ever be liable for any indirect, consequential or punitive damages.

**N. Cure Periods.** With respect to the Applicant's obligations hereunder, the Applicant shall have (a) thirty (30) days to cure any monetary defaults hereunder following receipt of written notice from the Town, and (b) sixty (60) days to cure any non-monetary defaults following receipt of written notice from the Town, provided that if the non-monetary default is of such a nature that it cannot be cured within sixty (60) days, the Applicant shall not be in default if it has commenced to cure such non-monetary default hereunder within thirty (30) days and diligently prosecutes such cure to completion.

**O. Mediation.** If a dispute arises concerning the Applicant's or the Town's performance hereunder, prior to resorting to court, the parties shall first provide notice to each other and shall meet and work in good faith either directly or with the assistance or a mutually agreed third party to attempt to resolve their dispute in a prompt manner. However, if any such dispute is not resolved as aforesaid within sixty (60) days after the notice required above, either party shall be free to seek a judicial remedy.

**P. Termination.** The Applicant shall have the right to terminate, by written notice to the Board, this Agreement upon written notice to the Town in the event that: (i) the Applicant does not close on the purchase of the Property, (ii) the Applicant determines, in its judgement, that it is unlikely that all necessary Final Approvals can be issued in a timely manner or in a satisfactory form and/or the Applicant will no longer seek Final Approval for or develop the Housing Project and/or the Commercial Project; or, (iii) the Applicant is denied Final Approval of all requested relief for the Housing Project and/or the Commercial Project. Following termination of this Agreement, all obligations of the

parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto.

Q. Severability. In the event that any provision of this Agreement shall be determined to be invalid or illegal by a court of competent jurisdiction, such provision shall not affect the enforceability of the remainder of this Agreement, and shall be deemed to be omitted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

R. Counterparts. This Agreement may be executed in counterparts, and scanned or electronic signatures shall be sufficient to bind the parties. When each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.

S. Effective Date and Term of Agreement. This Agreement shall be effective as of the date it shall be fully executed by both the Applicant and the Board. Unless otherwise terminated as provided here, the Agreement shall terminate upon the earlier of either: (a) Applicant's and Town's fulfillment of the obligations herein; or, (b) December 31, 2034, unless otherwise extended upon the mutual agreement of the parties.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date set forth below.

APPLICANT:

**VILLEBRIDGE ACQUISITIONS LLC**

By: 

Name: Lars Unhjem, as duly authorized  
Title: Manager

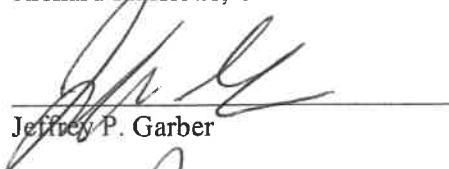
Date: June 18, 2024

TOWN:

**TOWN OF MIDDLETON**  
**BY ITS SELECT BOARD, being a majority vote**

By: 

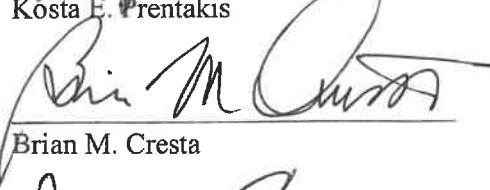
Name: Richard Kassiotis, Chair

By: 

Name: Jeffrey P. Garber

By: 

Name: Kosta E. Prentakis

By: 

Name: Brian M. Cresta

By: 

Name: Debbie Carbone

Date: June 18, 2024

**EXHIBIT A**

Housing Land Plan and Commercial Land Plan



**EXHIBIT B**

Easement Plan



