DEVELOPMENT AGREEMENT

This Development Agreement (the "**Agreement**") is effective as of the 7th day of May, 2013, by and between the Town of Westwood (the "**Town**"), acting through its Board of Selectmen (the "**Selectmen**"), and Westwood Marketplace Holdings LLC (the "**Proponent**"), the owner of the property which is currently intended to be included within the University Station Project (the "**Project**") to be developed on approximately 130 acres in Westwood, Massachusetts. The Town and the Proponent may be referred to individually as a "**Party**" or collectively as the "**Parties**." A plan showing the land currently intended to be included within the University Station Project for purposes of this Agreement is attached as **Exhibit A** (the "**Site**").

1. RECITALS

1.1 At a Special Town Meeting on May 6, 2013 (the "**Town Meeting**"), the Town adopted several articles of the Special Town Meeting Warrant (the "**Warrant**"), which articles approved several actions in furtherance of the Project, including but not limited to the following:

(a) the adoption of a new zoning bylaw Section 9.8, entitled, "University Avenue Mixed Use District," ("**UAMUD**");

(b) the approval of the Project's Master Development Plan entitled, "University Station – University Avenue Redevelopment, Master Development Plan," prepared by Tetra Tech, Inc. (the "**Master Plan**"); and

(c) the approval of new roadway layouts and underlying infrastructure planned in and around the Project, as shown on the plan set entitled, "University Avenue Redevelopment – Layout Plans," prepared by Tetra Tech, Inc. (the "**Layout Plans**"), copies of which are attached hereto as **Exhibit B**.

(d) the amendment of the Restrictive Covenants, which are more particularly described below in Section 4.7.

1.2 The Proponent and the Town wish to enter into this Development Agreement to memorialize their mutual understandings and agreements with respect to certain mitigation for the Project to be provided by the Proponent and certain other agreements between the Proponent and the Town on the terms and conditions set forth herein.

2. GENERAL

2.1 The Proponent shall comply with applicable laws, rules, regulations and bylaws of the Town, Commonwealth of Massachusetts and Federal Agencies as they apply to the construction, maintenance and operation of the Project, including, without limitation, compliance with Wetlands Protection Act final orders, the Massachusetts Environmental Policy Act (MEPA), General Laws Chapter 30, Section 61, and the State Building Code.

2.2 Before beginning any construction of buildings on the Site, the Proponent shall file a Notice of Project Change or similar filing covering the Project as necessary under MEPA.

2.3 Construction of all structures on the Site is to be in accordance with all applicable zoning regulations and with the State Building Code except and to the extent that the same are modified or for which a variance of other relief has been granted in connection with the Project.

3. TRAFFIC MITIGATION

3.1 It is the intent of Proponent that the roadway improvements to be put in place at the time of opening of the Project (commencing Fall 2014) will be adequate to fully mitigate the impacts of development and create a safe and easily accessible experience, while at the same time minimizing any impacts to abutting properties and neighborhoods.

3.2 In order to achieve this outcome set forth in 3.1 above, the Proponent, with the cooperation of the Town, has agreed to the roadway improvements (the "**Roadway Improvements**") described on **Exhibit C-1** and shown on **Exhibit C-2**, attached hereto.

3.3 The Town acknowledges that there are existing concerns with respect to traffic in the vicinity of, but unrelated to, the Project. These traffic concerns include, but are not limited to, concerns regarding speeding (the "**Speeding Conditions**") and increased traffic volume in and along the so-called "**Canton Street Corridor**," which includes the neighborhood bounded by Everett Street and Forbes Road between the East Street rotary and University Avenue. In order to mitigate traffic impacts affecting the Canton Street Corridor, the Proponent will fund the Town's implementation of traffic calming measures (the "**Traffic Calming Measures**"), as set forth in greater detail on **Exhibit D**, attached hereto and incorporated herein. It is anticipated that the Traffic Calming Measures will be built in phases, the first of which will be implemented to address the non-project related Speeding Conditions which currently exist. Thereafter, mitigation measures will be implemented in phases based on measured traffic impacts within the Canton Street Corridor and the effectiveness of previously implemented measures.

3.4 Proponent has agreed to provide $2,100,000 to fund its obligations under **Exhibit D** in accordance with the terms thereof, and to supplement such funding by an additional $250,000 as described in Section 3(d) of **Exhibit C-1**.

4. PUBLIC INFRASTRUCTURE AND ROADWAYS

4.1 The Town and the Proponent acknowledge and agree that the Project will require improvements to the public infrastructure in and around the Project, as shown on the Master Plan and the Layout Plans (the "**Public Infrastructure Improvements**"). As required under the approved Master Plan, the Proponent will undertake obligations to construct the Public Infrastructure Improvements, including public roadways laid out and approved at Town Meeting, including, specifically, NStar Way, Harvard Street, University Avenue and Rosemont Road, as set forth on the Layout Plans. The Selectmen will cooperate in procuring the acceptance of such roadway layouts, as well as for any takings of land located in Westwood needed at the intersections of University Avenue and Canton Street, or as otherwise required to effectuate the Project. The Selectmen agree to exercise their authority to take by eminent domain: (i) such parcels of land as are necessary for approved roadway widening or reconfiguration (as noted above) and as shown on the Takings Plan (defined in Section 4.8, below); and (ii) any residual private rights in discontinued or relocated roads or sewer, water, drainage, slope, or private utility easements, or easements that have long been unused and which have no reasonable prospect of

actually being used for their intended purpose, all solely at the Proponent's cost (collectively, the "**Public Infrastructure Takings**"). The Proponent shall indemnify and hold harmless the Town from any and all claims, costs, damages, expenses, reasonable attorneys' fees and expert witness fees due to the Takings. The Proponent and the Selectmen agree that the Public Infrastructure Improvements shall be constructed in phases, so as to facilitate and coordinate with construction of the Project.

4.2 The Town will cooperate with the Proponent to obtain all permits and approvals required from any other governmental authority necessary to implement the Public Infrastructure Improvements, at the Proponent's cost and expense.

4.3 In connection with the Public Infrastructure Improvements, the Selectmen shall support, and take reasonable steps to advance the Proponent's requests for up to Ten Million Dollars ($10,000,000.00) funding under I-Cubed and shall not require any amendments to the I-Cubed legislation as a condition of its support. The Selectmen and the Proponent will work cooperatively to seek any required waiver(s) from the regulations promulgated pursuant to the I-Cubed legislation. The Town also agrees to cooperate with the Proponent, if requested, in securing grant funding from the so-called "MassWorks" Program under Chapter 23A, Section 63, of the Massachusetts General Laws for roadway and infrastructure improvements required in connection with the University Station Project. The Town agrees to use diligent efforts and to cooperate with the Proponent to obtain such MassWorks grants, provided that any costs or out of pocket expenses incurred by the Town are reimbursed by the Proponent.

4.4 The Town and the Proponent acknowledge and agree that traffic infrastructure improvements at the intersection of Canton Street and University Avenue and to the Blue Hill Drive Ramp on Route 93/95 are required in order to facilitate development of the Project (the "**Off-Site Roadway Work**"). The Off-Site Roadway Work will be implemented by the Massachusetts Department of Transportation ("**MassDOT**"), the Town, and/or other governmental agencies. The Town acknowledges that the Proponent is not obligated to perform or pay for the Off-Site Roadway Work and will cooperate with respect to the completion of the Off-Site Roadway Work. Such cooperation will include, without limitation, the grants of such licenses, work permits and easements, and the implementation of such temporary measures, as shall be reasonably necessary to allow for completion of the Off-Site Roadway Work. The Town agrees to cooperate with the Proponent to obtain all permit and approvals, and, to the extent of the Town's authority, any land takings required from any other governmental authority necessary to implement the Off-Site Roadway Work. The Off-Site Roadway Work must be substantially completed prior to issuance of the first certificate of occupancy for the Project's Core Development Area, unless the Proponent can demonstrate to the satisfaction of the Westwood Planning Board by the submission of traffic studies prepared by a registered traffic engineer that the existing or to-be-completed improvements are sufficient to adequately handle the anticipated traffic.

4.5 The Selectmen agree to take the following actions in connection with the construction of the Public Infrastructure Improvements and the Project: (i) abandoning and discontinuing as a public way Westwood Station Boulevard; (ii) effecting any required relocations, discontinuances, and/or terminations of existing easements, utility rights, or roadway rights as shown on the plan prepared by TetraTech entitled "Street Issues Discussion Purposes,"

and dated November 30, 2012; and (iii) taking, and thereafter abandoning and disposing of, all residual rights in the previously discontinued portions of Rosemont Road, all at no cost to the Town. The Proponent shall indemnify and hold harmless the Town from any and all claims, costs, damages, expenses, reasonable attorneys' fees and expert witness fees due to its obligations under this Section 4.5.

4.6 The Selectmen agree to amend the "Grant of Right to Relocate Sewer Easements" originally dated July 14, 2008, to allow for the relocation or abandonment of several easements held by the Town (the "**Sewer Easement Amendment**"). The Sewer Easement Amendment shall be substantially on the terms attached as **Exhibit E.**

4.7 If the Selectmen are so authorized by the Westwood Special Town Meeting scheduled to commence on May 6, 2013, the Selectmen shall amend the Restrictive Covenants dated April 24, 2006, recorded at Book 23767, Page 301, to the extent required to allow the Proponent to (i) construct the sound wall as required by Section 7.3 of this Agreement; (ii) construct or install other improvements, infrastructure, water features, and landscaping in connection with the Project; and (iii) to permit the designation and development of a separate lot within the land governed by the Restrictive Covenants for single family residential purposes (the "**Residential Lot**"), all as shown on **Exhibit F.** The Proponent agrees that the Residential Lot shall be subject to a recorded deed restriction providing that the Residential Lot shall be used only for single family residential purposes, and designating, within the areas generally shown on **Exhibit F**, "no build" areas and required buffer zones.

4.8 The Town and the Selectmen agree to exercise the Town's eminent domain authority to take such interests in land, and to grant easements, licenses, and/or rights of entry upon land owned or controlled by the Town, all as may be required in connection with the construction of the Project as approved (expressly inclusive of all off-site mitigation improvements), and the fulfillment by the Proponent of its obligations set forth herein, at no cost to the Town. The Proponent shall indemnify and hold harmless the Town from any and all claims, costs, damages, expenses, reasonable attorneys' fees and expert witness fees due to its obligations under this Section 4.8. A plan depicting the interests in land anticipated to be taken by the Town as described in the preceding sentence is attached hereto as **Exhibit G** (the "**Takings Plan**"). The Selectmen acknowledge that additional eminent domain takings may be required in connection with the construction of the Project, and therefore agree to reasonably cooperate with the Proponent to effect any such additional takings if required, at no cost to the Town.

5. HOUSING

5.1 As part of the first phase of development of the Core Project Area, the Proponent plans to construct a total of up to 350 housing units (the "**Phase 1 Residential Development**"). The Phase 1 Residential Development shall include a building consisting of approximately 221 housing units, of which at least twenty-five percent (25%) shall qualify as "Affordable Housing" as defined in the Town's Zoning Bylaws (the "**25% Project**"), and a second building consisting of the remaining Phase 1 units, of which 10% shall qualify as Affordable Housing. With respect to the units in the 25% Project, the Proponent will satisfy regulatory requirements of the Department of Housing and Community Development ("**DHCD**") applicable to Local Initiative

Program ("**LIP**") units, specifically including, but not limited to, requirements governing affordability, unit quality, and unit distribution, so that all 221 units in the 25% Project are designed for inclusion on the DHCD State Housing Inventory (the "**SHI**") but the Proponent shall not be required to submit a LIP application seeking DHCD approval of such units. Upon completion of the 25% Project, it is understood that the Town will place the 221 units on its count towards the SHI.

5.2 The Proponent agrees to reimburse the Town for its reasonable legal and expert witness costs, such costs not to exceed $500,000 in the aggregate, in the event that DHCD or any third party questions or challenges the inclusion of the 25% Project on the Town's affordable housing inventory. Such reimbursement obligation of the Proponent shall be on commercially reasonable terms to be set forth in a separate indemnity agreement to be executed by the Parties. Irrespective of whether or not the inventory challenges described in Section 5.2 are successful, the certificate(s) of occupancy issued for the Phase 1 Residential Development shall remain in full force and effect at all times.

5.3 With respect to any Phase 2 residential development, if the 25% Project units are successfully placed on the Town's inventory, then the Phase 2 residential development may proceed, subject to the applicable process (i.e., special permit), with a 10% affordability requirement. If, however, the 25% Project units are placed on the Town's inventory and challenged by DHCD or any other person, and the Town is unsuccessful with Proponent's assistance in defeating or reversing DHCD's or any other challenge, then the Proponent will agree to include a 25% affordable LIP component within Phase 2 with a sufficient number of units to bring the Town above the 10% threshold (calculated based upon the number of housing units in Town as of the date hereof plus the applicable Phase 1 units), and will agree to obtain DHCD approval of such LIP component prior to issuance of a certificate of occupancy for the Phase 2 units. The Proponent's obligations as set forth in the foregoing sentence are expressly contingent on the Town submitting a LIP application consistent with the foregoing. In such event, the Town agrees to cooperate with the Proponent to incorporate modifications to the affordability requirements for the Phase 1 residential development that are sufficient to offset the increased financial burden associated with the inclusion of a LIP component in Phase 2.

5.4 The Proponent agrees that all housing units (exclusive of all nursing, convalescent or other units that are excluded from calculating the Town's Subsidized Housing Inventory under applicable DHCD regulations) will be designed and constructed with high quality interior finishes and appointments which, by way of example, if the units were delivered to the marketplace today, would include granite countertops, stainless steel appliances and upgraded flooring. These finishes are intended to be indicative of the level of quality of the residential units at the University Station Project and the parties agree that the actual finishes may vary from these examples.

5.5 The Proponent agrees that the Phase 1 Residential Development shall consist of 1 bedroom and 2 bedroom units, without studies, dens or offices. At least 60% of the Phase 1 Residential Development shall be 1 bedroom units.

6. HOUSING IMPACT MITIGATION

6.1 Prior to the issuance of the first building permit for any building containing residential units at the Project, the Proponent will deposit into a fund (the "**School Mitigation Fund**") a total amount of Two Million Two Hundred Fifty Thousand Dollars ($2,250,000) to be utilized to fund capital and other improvements (other than the Athletic Field Improvements defined in Section 6.3 below), if any, that may be required for the Town's public education system to accommodate sixty-three (63) new students, which, according to the report prepared by the Town's peer reviewer, Community Opportunities Group, Inc., dated February 6, 2013, is the maximum number of additional students anticipated to result from the first phase of residential housing at the Project. Following implementation of these improvements (or the setting aside of funds sufficient for future implementation of these improvements, at the School Committee's discretion), the remainder of the School Mitigation Fund, if any, may be used to sustain or expand the school district's "one for one" computer program, or be applied to such other projects or costs, if any, as the School Committee may propose. The Town shall be responsible for implementing any and all improvements, programs, or other projects funded by the School Mitigation Fund.

6.2 Upon the application for special permits or other approvals to permit construction of a second phase of housing at the Project, the Proponent's fiscal impact consultant shall prepare a report (the "**Phase 2 Report**") assessing the actual school system impacts of the first phase of residential housing at the Project, together with the projected school system impacts expected to result from the second phase of residential housing at the Project. The Town and the Proponent agree that, consistent with standard methods and practices used by professional financial analysts, the Phase 2 Report shall use the first phase of residential housing at the Project as the primary comparative model for projecting potential impacts from the second phase of residential housing at the Project and the mitigation required in connection therewith.

6.3 Following issuance of a certificate of occupancy for any building containing residential units at the Project, the Town shall solicit bids for improvements, upgrades, repairs and/or new construction of athletic fields or facilities at the Deerfield School (collectively, the "**Athletic Field Improvements**"). Following the Town's award of the contract(s) for the Athletic Field Improvements in accordance with applicable public bidding laws and requirements, the Proponent shall deposit into a fund (the "**Athletic Field Fund**") an amount sufficient to cover the total cost of such contract(s), not to exceed Five Hundred Thousand Dollars ($500,000). The Town shall be responsible for the implementation of the Athletic Field Improvements. In the event that the Town does not implement the Athletic Field Improvements within five years of the funding of the Athletic Field Fund by the Proponent, the Athletic Field Fund shall be returned to the Proponent. In addition, upon completion of the Athletic Field Improvements, if and to the extent that the amount deposited into the Athletic Field Fund exceeds the actual costs incurred by the Town in connection with the Athletic Field Improvements, the Town shall return such excess amount to the Proponent.

7. ADDITIONAL CONTRIBUTIONS AND OBLIGATIONS

7.1 Upon issuance of the first building permit issued for vertical construction of a building containing commercial space within the Project's Core Development Area, the

Proponent shall deposit Nine Hundred Thousand Dollars ($900,000.00) into a fund (the "**Municipal Fund**") to defray the Town's costs and expenses associated with the Project, including (a) pre-opening inspectional and training costs incurred by the Police and Fire Department, (b) to fund a study or studies that may be required to address the Project's impacts on the Town's existing public safety facilities and equipment, (c) defray the costs associated with acquiring additional land for municipal facilities, (d) purchase of additional equipment, vehicles, software or other capital items, or (e) such other costs and expenses that the Town may incur.

7.2 On or before the issuance of the first final certificate of occupancy for a building in the Project, the Proponent shall cause the clearing, rough grading, and stabilization (by seeding or other reasonable methods) of those portions of the Site located outside the Core Development Area and shall install and establish a pedestrian connection from the train station to the Core Development Area as shown on **Exhibit H.** The Proponent shall be responsible for maintaining the pedestrian connection (including snow removal) until such time that permanent sidewalks and other pedestrian improvements connecting the Core Development Area to the train station are constructed in Development Area A, as shown on the Master Development Plan. Nothing contained in the foregoing clause shall be interpreted to limit the Proponent from using certain portions of the Site for storage of earthwork materials to be reused in future phases of the Project, and shall be kept in a neat, stable and orderly condition.

7.3 The Proponent will, subject to receipt of all necessary permits and approvals, including obtaining necessary land rights from the Town and the Commonwealth of Massachusetts, construct and maintain a twelve-foot (12') high, two hundred sixty-one-foot (261') long sound wall, together with a fence, berm, landscaping, and other improvements as documented in the Roadway Noise Study prepared by Tech Environmental dated February 20, 2013. The Proponent also agrees that all loading docks located at the Project shall be so-called "sealed loading docks" so that all loading and unloading activities shall occur within the sealed area.

7.4 Prior to commencement of construction of the Project or any individual component of the Project, the Proponent shall submit a construction schedule and mitigation plan to the building inspector for review and approval. Throughout the performance of the construction of the Project, the Proponent shall keep the Project Site free from accumulation of waste materials or rubbish.

7.5 The Proponent agrees that it shall be responsible for maintaining, in a manner consistent with other first-class commercial developments, water treatment systems, Open Space areas (as designated on the Master Plan), and landscaped areas, including, without limitation, the landscaped median within the area of University Avenue between Blue Hill Drive and Canton Street. All maintenance activities shall be in conformance with the Operations and Maintenance Plan to be agreed to by the Parties (the "**Operations and Maintenance Plan**"). The anticipated topics to be addressed in such Operations and Maintenance Plan are attached hereto as **Exhibit I**.

7.6 Given the expiration of that certain letter agreement dated September 11, 2012, by and between the Proponent, the Selectmen, and the Planning Board, the Proponent confirms its agreement to continue to reimburse the Selectmen and the Planning Board for expenses incurred in connection with the review by outside consultants (including attorneys) of such plans,

analyses, studies, and financial, legal and technical issues as are required to: (i) amend or implement the Town's obligations under this Agreement; (ii) advise the Selectmen with respect to financing under the Commonwealth's I-Cubed, Tax Increment Financing, and MassWorks programs; (iii) obtain (or attempt to obtain) necessary approvals for the Public Infrastructure Improvements or Project components (including without limitation the LIP Project Component described in Section 5.1 of this Agreement); or (iv) make other informed decisions on behalf of the Town as may be reasonably necessary in connection with the successful development of the Project.

7.7 It is acknowledged that certain major tenants within the Project shall provide private security services applicable to each such tenant's use.

7.8 It is anticipated that any assisted living facility, memory care facility, or nursing or convalescent home within the Project would not offer units on a "for sale" or "deposit fee" basis, but instead would provide units based upon a monthly payment structure. However, to the extent that the Proponent elects to develop and operate such a facility using a "for sale" or "deposit fee" payment model, and such election results in the facility being assessed as a residential use rather than a commercial use, the Proponent will agree to reimburse the Town for the difference between the actual residential property tax revenues and revenues that would have been generated had the facility been classified and taxed as a commercial use (and shall enter into a PILOT or similar agreement with the Town confirming the same).

7.9 The Proponent acknowledges that the Layout Plans include the use of land previously acquired by the Town through use of its eminent domain power. The Proponent agrees to reimburse the Town for its reasonable legal expenses and expert witness fees and for any damages awarded against the Town, all incurred from and after the date hereof, in connection with two litigation matters arising out of the prior exercise of the Town's eminent domain powers: *Uniave One Limited Partnership v. Town of Westwood,* Norfolk Superior Court Civil Action No. NOCV2010-00399-A, and *Uniave Two Limited Partnership v. Town of Westwood,* Norfolk Superior Court Civil Action No. NOCV2010-00398-A.

7.10 The Proponent agrees that, prior to issuance of a certificate of occupancy for a development within Development Area D as shown on the Master Development Plan, the Proponent shall be required to construct a path that provides pedestrian and bicycle access through Development Area D from Harvard Street to Canton Street. Such path shall be at least ten feet wide.

8. LOCAL LICENSES AND REGULATIONS

8.1 To facilitate development of the Project, the Selectmen will continue to support, and use diligent efforts to pursue, finalization and implementation of the actions set forth in the Warrant articles approved at Town Meeting, including, without limitation:

(a) amendments to the Town's General Bylaws, as set forth on **Exhibit J**; and

(b) amendments to the Town's Zoning Bylaws, in the form approved at Town Meeting.

8.2 Subject to compliance with applicable law, the Selectmen shall reserve one (1) wine and malt package store (off-premise) license, one (1) wine and malt pouring (on-premise) license, and up to seven (7) all-alcoholic pouring (on-premise) licenses for facilities at the Project, subject to construction of such facilities. Such licenses shall be (i) granted on the condition, and the licenses shall so state, that the licenses may not be exercised in any geographical location other than the University Station Project, and (ii) transferable to successor tenants or owners of facilities at the Project from time to time, upon issuance of the requisite transfer approvals from the Massachusetts Alcoholic Beverages Control Commission. The obligations of the Selectmen under this Section 8.2 shall remain in effect for a period of five (5) years from the date of this Agreement.

8.3 Subject to compliance with all applicable law, upon issuance of a Conformance Determination (as defined in the Town's Zoning Bylaw), the Selectmen agree to issue any required permits for signs related to the Project, which may include signs located in or upon any street, sidewalk, or town way, as required by Section 355-6 of the Town's General Bylaws.

8.4 To facilitate the development of the Project and enable the Proponent to attract tenants to the Project, the Selectmen agree to take the several actions with respect to the Rules and Regulations Governing Alcoholic Beverages as set forth on **Exhibit K**, attached hereto.

9. TAX INCREMENT FINANCING

9.1 The Town and the Proponent's predecessor in interest entered into that certain Tax Increment Financing Agreement (the "**TIF Agreement**") referred to in the Warrant, which TIF Agreement was approved by the Massachusetts Economic Assistance Coordinating Council approval of the "**Certified Project**" (as defined in the TIF Agreement). The Town and the Proponent agree to amend such TIF Agreement as authorized under the Warrant. The TIF Agreement, as amended, shall provide for certain parcels as specified therein to receive a nominal reduction in real estate taxes, not to exceed the minimum required TIF amount under the regulations and requirements of the Economic Assistance Coordinating Council, for twenty (20) years (the "**Tax Adjustment**"). In connection with the amendment of the TIF Agreement, the Town agrees to support the Proponent in seeking investment tax credits for the Project under Chapter 63, Section 38N of the General Laws, which credit is available to Certified Projects.

9.2 The Town agrees to support future applications of tenants located at the Project for tax increment financing. Such support shall include, but not be limited to, the use of diligent efforts to negotiate, execute, and secure town meeting approval of such additional tax increment financing agreements as may be necessary to achieve the purposes of this Section 9.2.

10. ENCORCEMENT AND SECURITY

10.1 In connection with construction of the Public Infrastructure Improvements, the Proponent's contractor shall obtain street opening permits and issue such bonds and other sureties as are commonly required for such work.

10.2 Except to the extent that provisions have otherwise been made for specific remedies and security, the Agreement may be enforced by any remedy provided at law or in equity.

10.3 Except for conveyances to the Town or the Commonwealth, the Proponent agrees that neither the Project Site, nor any portion thereof, will be sold or conveyed to an entity qualifying for exemption from property taxation under Chapter 59, Section 5, of the Massachusetts General Laws, until such exempt entity enters into a so-called Payment-In-Lieu-Of-Taxes (PILOT) Agreement with the Town, which calls for annual payments to the Town in lieu of property taxes. The Proponent further agrees that no portion of the Site may be sold to any entity other than a parent, affiliate, or subsidiary of the Proponent until all of the Public Infrastructure Improvements have been fully constructed (as evidenced by a Certificate of Completion issued by the Director of the Town's Department of Public Works) unless the Proponent either (a) posts a bond with the Town in the amount necessary to complete the Public Infrastructure Improvements, or (b) obtains written consent from the Town. Upon request of the Town, the Proponent agrees to prepare, execute, and record with the Norfolk County Registry of Deeds a covenant reflecting the foregoing restrictions. It is acknowledged and agreed that the foregoing restriction will not apply to the transfer of building pads to affiliates of Target, the Hanover Companies and National Development.

10.4 The Town and the Proponent agree that it is currently estimated that the Project's building permit fees (the "**Building Permit Fees**") will be approximately Two Million Five Hundred Thousand Dollars ($2,500,000). The Town agrees that the Building Permit Fees shall be placed in a separate account (the "**Building Permit Fees Account**") and used to fund and support costs and payments in connection with the Project, to include the following: (i) review of plans and specifications for the Project to determine compliance with the Town's Zoning Bylaw and the State Building Code; (ii) the review of construction plans for, and the inspections of, construction of the Public Infrastructure Improvements; (iii) the review of construction plans for and inspections of, all aspects of the Project, and (iv) any other costs or expensed incurred by the Town in connection with the review of plans and specifications or the inspection of the Project (collectively, the "**Plan Review and Inspection Costs**"). Upon completion of construction of the Public Infrastructure Improvements and the Core Development Area, the Town shall provide the Proponent with an accounting of the Town's expenditures in connection with Plan Review and Inspection Costs. If the Plan Review and Inspection Costs Exceed the Building Permit Fees, then the Proponent shall reimburse the Town the amount by which the Plan Review and Inspection Costs exceed the Building Permit Fees. If the Plan Review and Inspection Costs are less than the Building Permit Fees, then the Town shall apply the amount by which the Building Permit Fees exceed the Plan Review and Inspection Costs to the Proponent's financial obligations under this Agreement, unless the Proponent has fully satisfied its financial obligations under this Agreement, in which case any funds remaining in the Building Permit Fees Account shall be returned to the Proponent.

11. MISCELLANEOUS

11.1 Subject to the prior written consent of the Town, which in the case of minor changes shall not be unreasonably withheld, delayed, or conditioned, the Proponent may add to or subtract from the land described in **Exhibit A**, subject to the provisions of this Agreement, to reflect changes in the boundaries of the University Station Project.

11.2 All notices required or permitted hereunder shall be in writing and addressed, if to the Town as follows:

Town of Westwood
c/o Board of Selectmen
580 High Street
Town Hall
Westwood, MA 02090

with a copy to:

Rackemann, Sawyer & Brewster
One Financial Center
Boston, MA 02111
Attention: Daniel J. Bailey, Esq.

If to the Proponent to:

Westwood Marketplace Holdings LLC
c/o New England Development LLC
One Wells Avenue
Newton, MA 02459
Attention: Paul Cincotta, Vice President

with a copy to:

Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110-3333
Attention: John E. Twohig, Esq.

11.3 If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term *force majeure* shall mean any cause beyond the reasonable control of the affected party, including without limitation requirements of statute or regulation; action of any court, regulatory authority, or public authority having jurisdiction; acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, denial of, refusal to grant or appeals of any permit, approval, or action of any public or quasi public authority, official, agency or subdivision, or any other cause similar to the foregoing, not within the reasonable control of such party obligated to perform such obligation.

11.4 Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting Party fails to commence to cure, correct or remedy such failure within fifteen (15) days of receipt of written notice of such failure from the other Party and thereafter fails to complete such cure, correction,

or remedy within sixty (60) days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such sixty (60) day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Party exercises due diligence in the remedying of such default. Notwithstanding the foregoing, the Proponent shall cure any monetary default hereunder within fifteen (15) days following the receipt of written notice of such default from the Town.

11.5 The obligations of the Proponent do not constitute personal obligations of the Proponent or of the members, trustees, partners, directors, officers or shareholders of the Proponent, or any direct or indirect constituent entity of the Proponent or any of its or their affiliates or agents, and 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 Proponent is in all cases limited to its interest in the Site at the time such liability is incurred. In no event shall the Proponent be liable for any incidental, indirect, punitive, special or consequential damages. No entity comprising the Proponent shall be liable for any obligation or covenant hereunder not arising during the time of its ownership.

11.6 Each party agrees, from time to time, upon not less than twenty-one (21) days' prior written request from the other, to execute, acknowledge and deliver a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, setting them forth in reasonable detail); that the party delivering such statement has no defenses, offsets or counterclaims against its obligations to perform its covenants hereunder (or if there are any of the foregoing, setting them forth in reasonable detail); that there are no uncured defaults of either party under this Agreement (or, if there are any defaults, setting them forth in reasonable detail); and any other information reasonably requested by the party seeking such statement. If the party delivering an estoppel certificate is unable to verify compliance by the other party with certain provisions hereof despite the use of due diligence, it shall so state with specificity in the estoppel certificate, and deliver an updated estoppel certificate as to such provisions as soon thereafter as practicable. Any such statement delivered pursuant to this Section 11.6 shall be in a form reasonably acceptable to, and may be relied upon by any, actual or prospective purchaser, tenant, mortgagee or other party having an interest in the Project.

11.7 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Agreement and their application to other persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties. The parties agree that any dispute hereunder shall be adjudicated in the Massachusetts Land Court or Norfolk Superior Court.

11.8 This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes (i) any prior agreements, discussions or understandings of

the parties and their respective agents and representatives, and (ii) any prior agreements, discussions or understandings affecting the Site to which the Town was a party, except as expressly set forth herein. Without limiting the foregoing, it is acknowledged that a number of approvals and agreements had been issued and/or executed by the Town in connection with a prior development proposal for the Site, including, without limitation, the following: the Covenant dated April 14, 2008 and recorded with the Norfolk County Registry of Deeds (the "Registry") in Book 25963, Page 194; the Development Agreement dated June 16, 2008; the Definitive Subdivision Plan dated January 8, 2008 and recorded with the Registry in Book 25693, Page 203; and other plans, approvals, and agreements that were issued for the prior development proposal (collectively, the "CC&F Approvals and Agreements"). It is acknowledged and agreed by the Parties that the CC&F Approvals and Agreements are unrelated and inapplicable to the Project. Upon the Proponent's request, the Town, acting by and through its Planning Board, Zoning Board of Appeals, and/or Board of Selectmen, as applicable, therefore agrees to grant such approvals and execute such agreements or other documents that may be required to confirm the termination, expiration, modification, and/or rescission of any one or all of the CC&F Approvals and Agreements.

11.9 The Parties agree to work cooperatively, on a going-forward basis, to execute and deliver documents, seek approvals, and take such other actions, whether or not explicitly set forth herein, that may be necessary in connection with the development of the Project or the implementation of the goals and objectives of this Agreement. Such potential future actions may include, without limitation, issuing letters of support in connection with permitting activities, effecting additional eminent domain takings and granting easement rights, processing requests for TIF, Investment Tax Credit, and other incentives for Project tenants, holding a Special Town Meeting to enact any required revisions to zoning (including signage provisions) and other regulations, and amending existing approvals.

11.10 No representation, promise or other agreement with respect to the subject matter hereof shall be binding on any party unless it is expressly set forth herein. Without limiting the foregoing, it is expressly acknowledged and agreed that the obligations hereunder shall apply to, and be enforceable against, only the Proponent and its successors and assigns, and no third-party developer, owner, tenant, or other entity shall be liable for the performance or breach of any obligations hereunder. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes. The parties do not intend for any third party to be benefitted hereby. This Agreement shall be binding upon the parties and their successors and assigns and shall run with the land. A notice of this Agreement shall be recorded with the Registry.

[*Remainder of Paige Intentionally Left Blank*]

Executed as a sealed instrument as of the date first set forth above.

THE TOWN OF WESTWOOD, ACTING BY AND THROUGH ITS BOARD OF SELECTMEN

By: _____
Michael Jaillet, Town Administrator

WESTWOOD MARKETPLACE HOLDINGS LLC, a Delaware limited liability company

By: Westwood Station Developer LLC,
a Delaware limited liability company,
its Manager

By: NED Westwood Station LLC, a Delaware limited liability company,
its Manager

By: NED Manager LLC, a Delaware limited liability company,
its Manager

By: _____
Name:
Its Manager

EXHIBIT A

Project Area Plan

Please see attached.

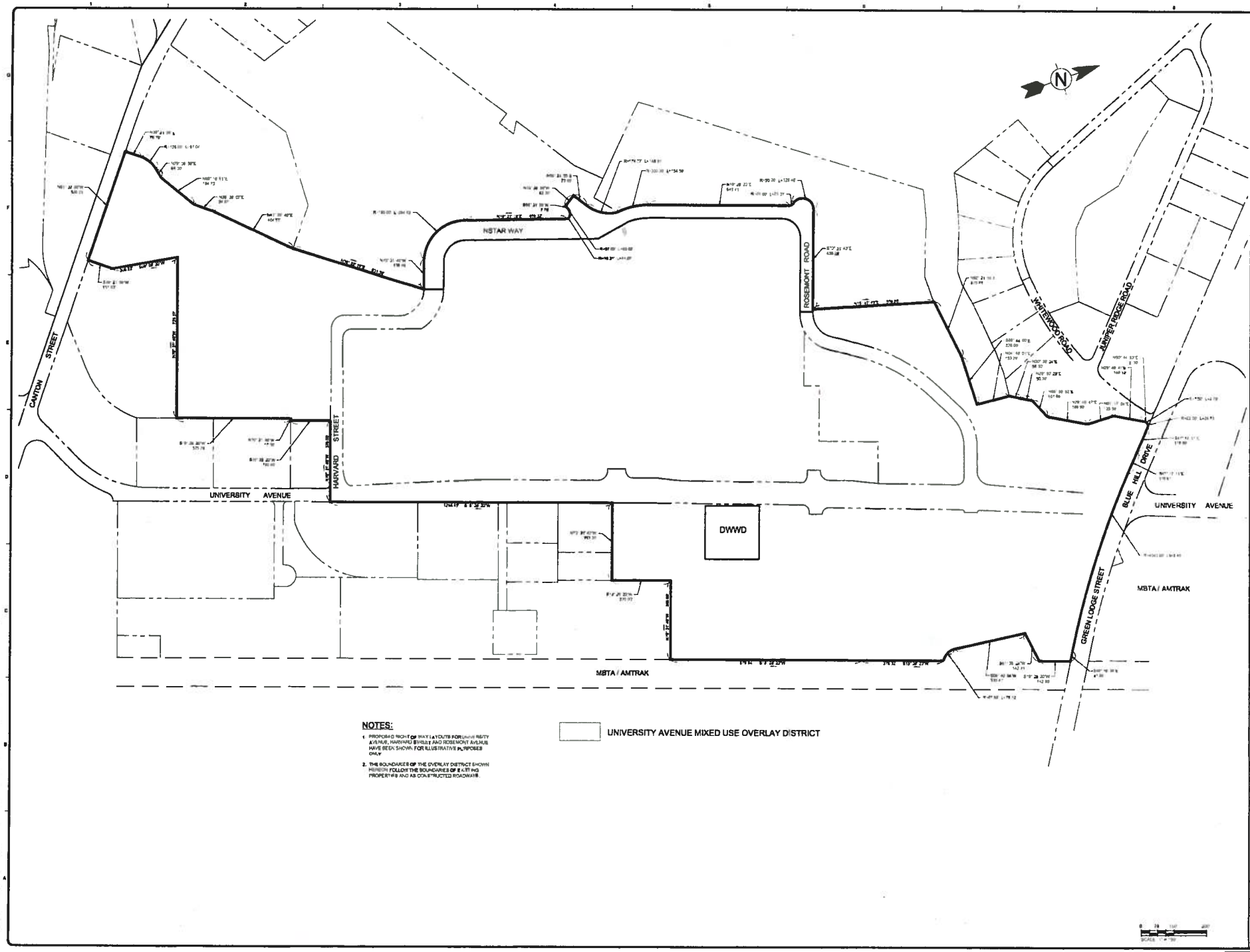
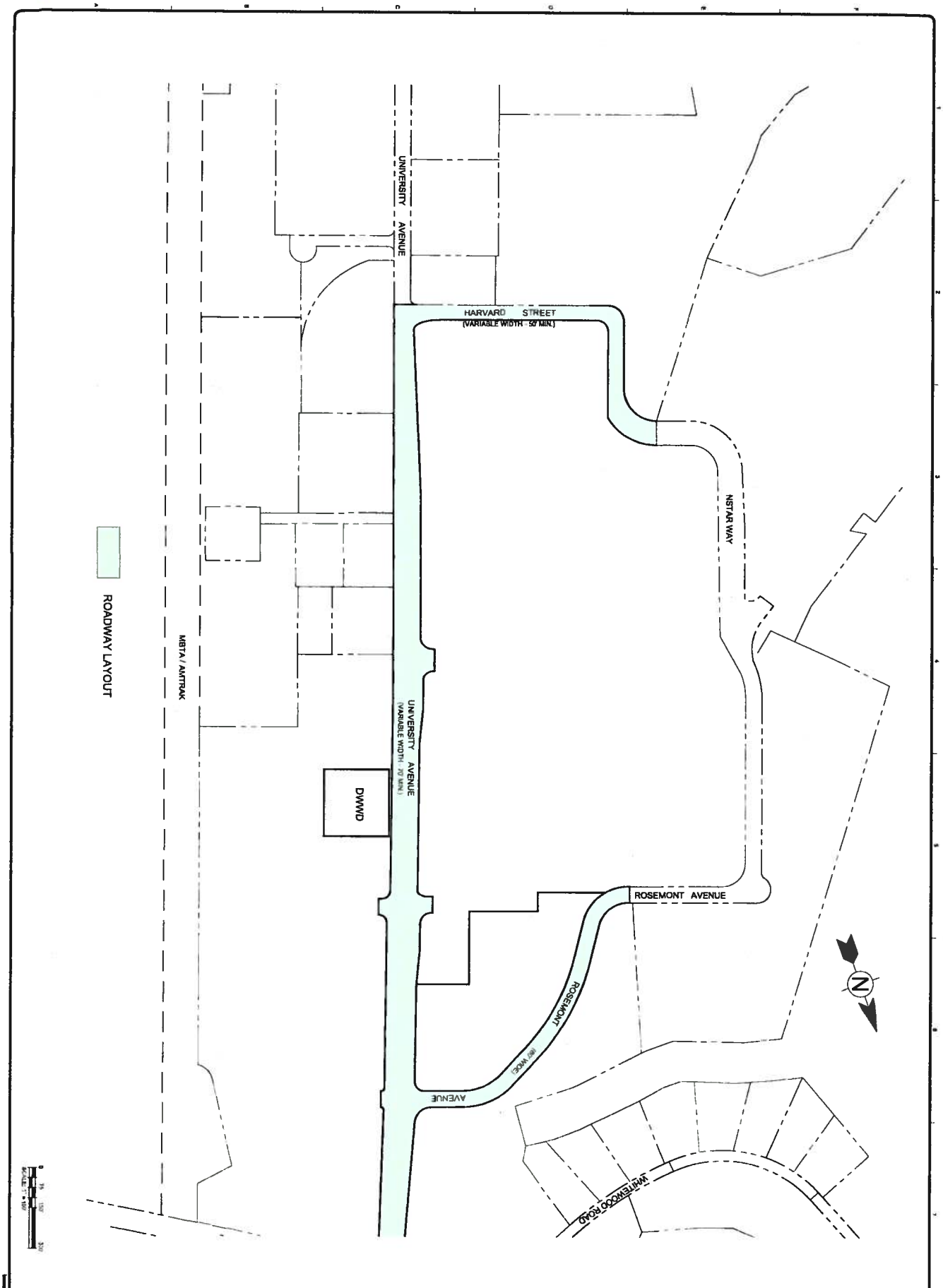

CANTON STREET
HARVARD STREET
UNIVERSITY AVENUE
NSTAR WAY
ROSEMONT ROAD
WALTER ROOT ROAD
JUNIPER RIDGE ROAD
BLUE HILL DRIVE
GREEN LODGE STREET
DWWD
MBTA / AMTRAK
MBTA / AMTRAK
UNIVERSITY AVENUE
N
NOTES:
1. PROPOSED RIGHT OF WAY LAYOUTS FOR UNIVERSITY AVENUE, HARVARD STREET AND ROSEMONT AVENUE HAVE BEEN SHOWN FOR ILLUSTRATIVE PURPOSES ONLY
2. THE BOUNDARIES OF THE OVERLAY DISTRICT SHOWN HEREIN FOLLOW THE BOUNDARIES OF EXISTING PROPERTIES AND AS CONSTRUCTED ROADWAYS.
UNIVERSITY AVENUE MIXED USE OVERLAY DISTRICT
TETRA TECH
UAMUD Project Area
A

EXHIBIT B

Layout Plans

Please see attached.



Client: Westwood Marketplace Holdings LLC
Proj. Loc.: University Ave Westwood, MA

University Station - University Avenue Redevelopment

Layout Plans

MARK	DATE	DESCRIPTION	BY
1	04/02/13	Development Agreement Exhibits	N.H.C.

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Framingham, MA 01701
PHONE (508) 903-2000 FAX (508) 903-2001

B

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EXHIBIT C-1

Traffic Mitigation

It is the intent of Proponent that the roadway improvements to be put in place at the time of opening of the Project (commencing Fall 2014) will be adequate to fully mitigate the impacts of development and create a safe and easily accessible experience, while at the same time minimizing any impacts to abutting properties and neighborhoods.

1. **Roadway Improvements** – In order to achieve this outcome set forth above, Proponent, with the cooperation of the Town, and MassDOT, subject to obtaining the necessary permits and approvals, and subject to the provisions of Section 4 hereof, has agreed to the following:

   a) Coordinate with the Massachusetts Department of Transportation (MassDOT) and the Town to ensure construction of the Blue Hill Drive/128 Interchange and ramp system as described in Section 4.4 of this Agreement.

   b) Provide land to MassDOT, at no cost to MassDOT, to allow construction of the Blue Hill Drive ramp system.

   c) Construct a sound barrier along Blue Hill Drive Ramp to protect the Whitewood neighborhood, at Proponents sole cost and expense, as described in the Noise Study prepared by Tech Environmental, dated February 20, 2013.

   d) Reconstruct, widen, and signalize University Avenue as a 4+ lanes, median divided, frontage road, with coordinated signals to facilitate the am/pm peak movements along University Avenue.

   e) Reconstruct, widen, signalize the University Avenue/Canton Street Intersection, including, on University Avenue, two (2) Northbound lanes to encourage free-flow traffic traveling north/west on Dedham Street to utilize University Avenue for access to I-95, Project, MBTA.

   f) Reconstruct, widen, install sidewalk and utilities for Rosemont Road, Harvard Street and NStar Way, to create safer, easily travelled ways.

   These roadway improvements are shown on **Exhibit C-2**.

2. **Canton Street Project** – In addition Proponent has committed to fund the Town's implementation of traffic calming measures (the "**Traffic Calming Measures**"), as set forth in greater detail on **Exhibit D** to this Agreement.

3. **Dedham Street Corridor and Ramp** – MassDOT has previously proposed construction of certain improvements to the Dedham Street Corridor (running from University Avenue to I-95) and, in connection therewith, the addition of a new Dedham Street off ramp from I-95 northbound (collectively the "Ramp Project"). The Ramp Project is currently scheduled to occur at an undesignated time. If the Ramp Project is constructed, the Town

is concerned about long-term impacts to neighborhood streets; therefore, to assist the Town, with a goal of lessening potential impacts on local roads from Route 128 traffic, Proponent has agreed to:

a) Improve University Avenue to include four (4) through travel lanes and turning lanes for the project including two northbound lanes on University Avenue, beginning at the intersection of Canton Street/Dedham Street/University Avenue and continuing to the intersection of Blue Hill Drive/University Avenue, to clearly encourage free flow of traffic traveling north/west on Dedham Street to utilize University Avenue for access to I-95 (as shown on attached **Exhibit C-2**).

b) Use best efforts to have MassDOT approve signage on I-95 and at East Street rotary to direct traffic accessing the project to utilize the Blue Hill Drive ramp.

c) Allow the traffic calming funds described in **Exhibit D** to be utilized to pay for mitigation of Canton Street corridor cut-through traffic regardless of whether such traffic originates from the Project.

d) Supplement funds previously promised to fund Speed Control and Traffic Calming measures in the Canton Street corridor as described in **Exhibit D** by Two Hundred Fifty Thousand Dollars ($250,000) (resulting in an increase in the total amount of the Traffic Calming Funds to Two Million Three Hundred Fifty Thousand Dollars ($2,350,000)), which will be utilized by the Town to engage a consultant to study and design modifications to the proposed Canton Street/Dedham Street/ University Avenue intersection with a goal of a) clearly encouraging northbound Dedham Street traffic to use University Avenue, rather than Canton Street, to access I-95, and b) ensuring integration with the construction period and ongoing operations of the fully implemented Ramp Project, without having substantial negative traffic consequences on Canton Street, north of Oceana Way.

e) Include within the University Station MEPA filing, in consultation with the Town and MassDOT, specific reference to ongoing evaluation of alternative intersection designs based on future impacts of the Dedham Street Corridor Improvements to residential areas on Canton Street, and seek to include the obligation to conduct such additional evaluations in its Section 61 finding.

f) Reserve the land located between Canton Street and Harvard Street (as shown on **Exhibit C-3**) for construction of an alternative intersection and roadway that accomplishes the objective stated above – to clearly encourage free flow of traffic traveling north/west on Dedham Street to utilize University Avenue, not Canton Street, for access to I-95.

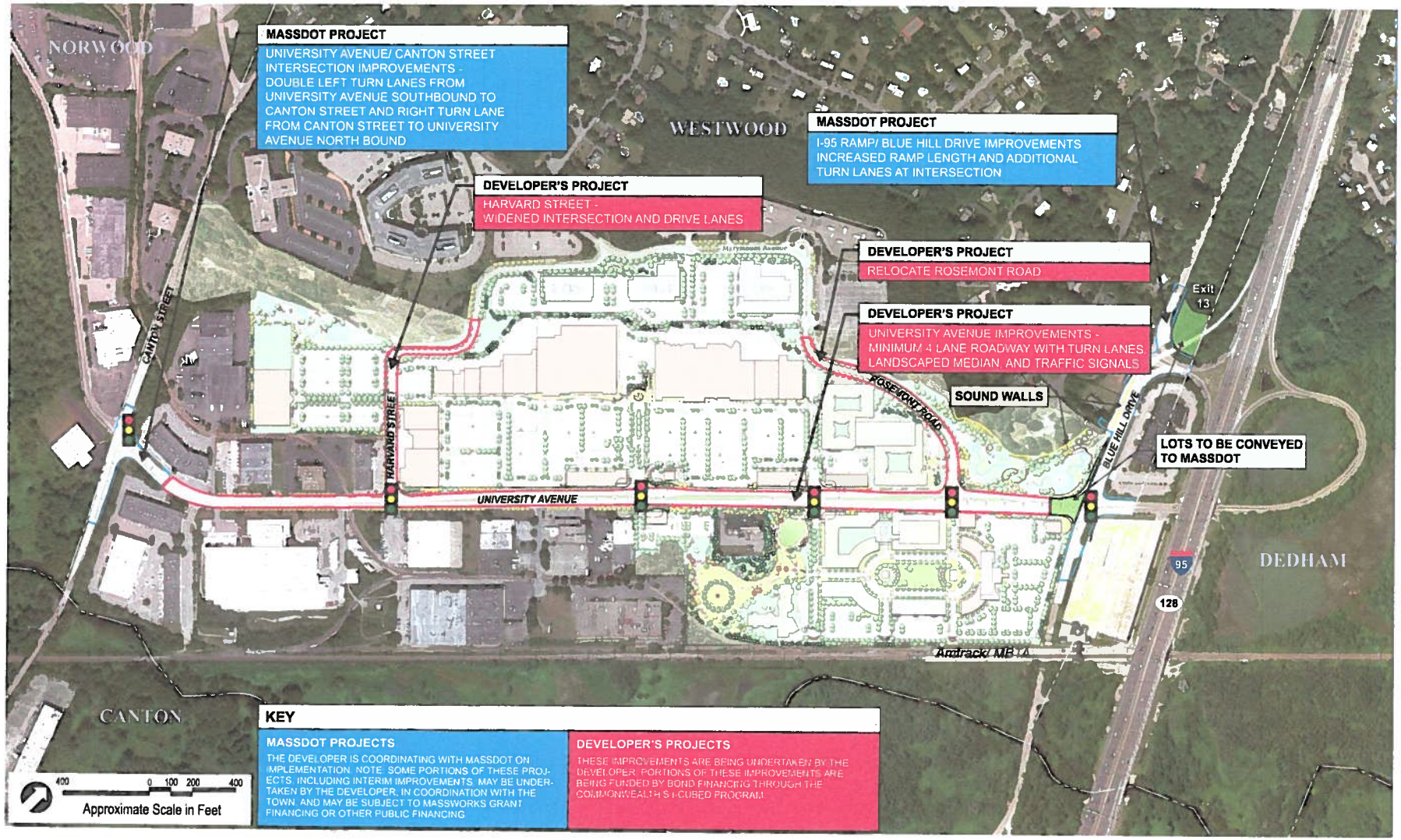
g) Concurrently with issuance of the first building permit for construction beyond Phase 1 of the Project, if a University Avenue/Canton Street intersection redesign which is reasonably acceptable to the Town has not been approved by MassDOT for construction as part of the Ramp Project, the Proponent will, at the Town's request, deed all, or any portion of the land reserved in #6 above to the Town for construction

of an alternative intersection on Canton Street. The Town's option on this land, if unexercised, shall expire on the earlier of (i) MassDOT approval of a redesigned University Avenue / Canton Street intersection which is reasonably acceptable to the Town or (ii) 15 years from the date of the issuance of the first building permit for construction beyond Phase 1. The issuance of a building permit to National Development or any of its affiliates for construction of a memory care facility, an assisted living facility or similar facility shall not trigger the Town's option.

EXHIBIT C-2

Roadway Improvement Plans

Please see attached.



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PHONE: (508) 903-2000 FAX: (508) 903-2001

MARK	DATE	DESCRIPTION	BY
1	04/02/13	Development Agreement Exhibits	NHC

Client: Westwood Metropolis Holdings LLC
Proj. Loc.: University Ave. Westwood, MA

University Station - University Avenue Redevelopment

Roadway Improvements

Project No.	127-3663-12003
Designed By	AFT/MKV
Drawn By	JVB/BCV
Checked By	NHC/NFD

C-2

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EXHIBIT C-3

Dedham Street Reserved Land Plan

Please see attached.

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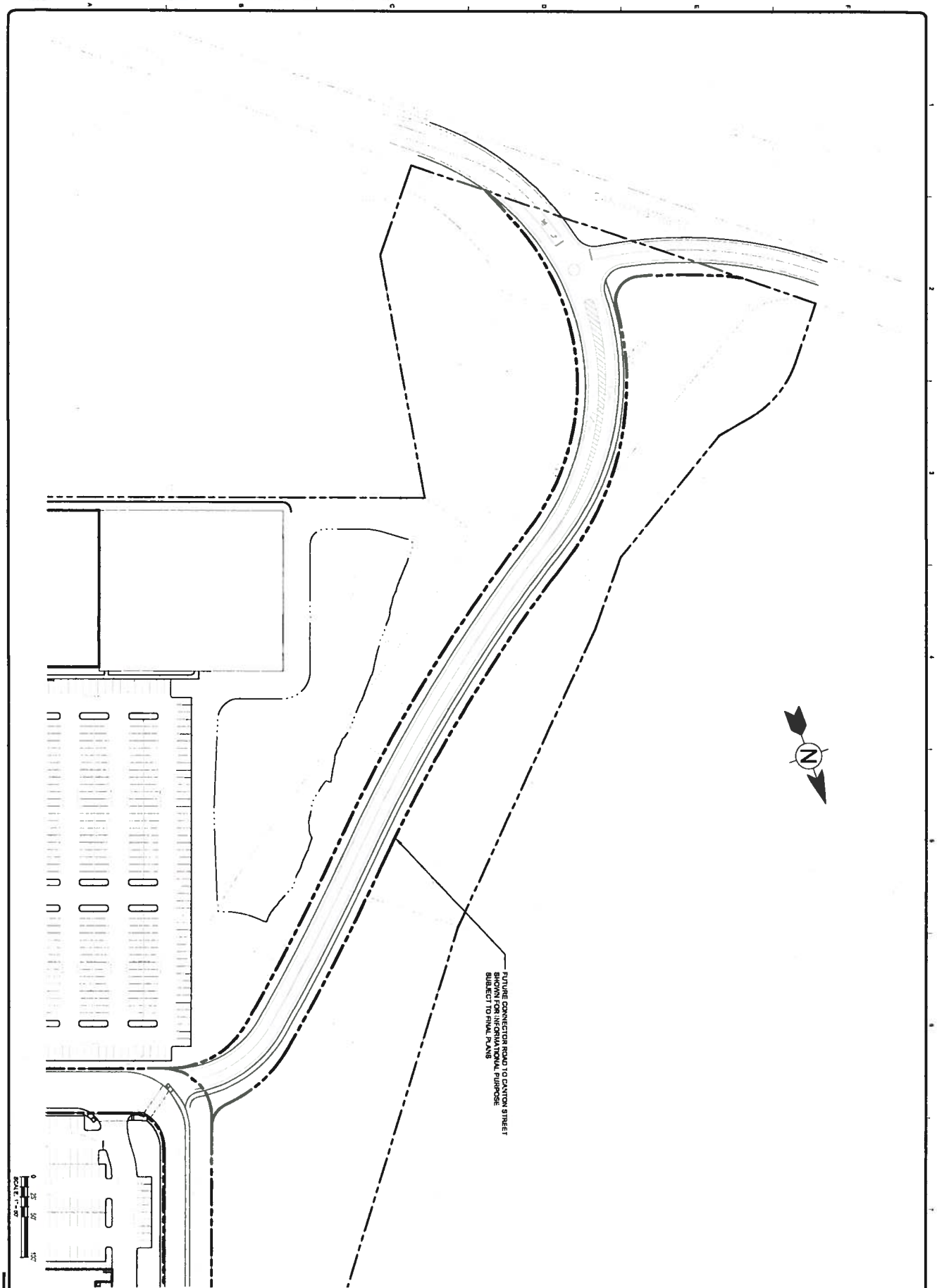

Client: Westwood Marketplace Holdings LLC Proj. Loc.: University Ave, Westwood, MA	MARK	DATE	DESCRIPTION	BY		TETRA TECH
University Station - University Avenue Redevelopment	1	04/02/13	Development Agreement Exhibits	N.J.C.		www.tetratech.com One Grant Street Framingham, MA 01701 PHONE: (508) 903-2000 FAX: (508) 903-2001
Connector Road To Canton Street						

Project No.: 127-3859-12003
Designed By: AFTMKN
Drawn By: JVBSCV
Checked By: VHCRFD

C-3

For Measures 11inch

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EXHIBIT D

Traffic Calming Measures

A. **Initial Study**: At the Proponent's cost and expense, the Proponent's traffic consultant ("**VAI**") will conduct a study (the "**Initial Study**"), including a so-called "license plate survey," of traffic conditions in the Canton Street Corridor to provide a baseline of existing traffic conditions.

B. **Determination of Traffic Calming Measures**: After the Initial Study, the Town will be solely responsible for the measurement of traffic conditions and implementation of all traffic calming measures (the "**Traffic Calming Measures**"), which are anticipated to include the Traffic Calming Measures committed to by the proponent of the prior Westwood Station Project, as modified and designed to address traffic impacts affecting the Canton Street Corridor as a result of the University Station Project. To pay for the costs of such measurement and implementation, the Town may utilize funds to be deposited by the Proponent into the Corridor Mitigation Fund (defined below) as set forth below. VAI will work cooperatively with the Town's Traffic Consultant ("**BETA**") to evaluate the Initial Study and the Traffic Calming Measures that were committed to by the proponent of the prior Westwood Station Project. VAI and BETA will also work cooperatively to establish a grouping and phasing schedule for implementation of such Traffic Calming Measures in a manner that supports the development of the Project and timely addresses traffic impacts anticipated to be caused by the Project. Notwithstanding the foregoing, subject to the mutual agreement of the Proponent and the Town, the Town may implement alternative Traffic Calming Measures recommended by VAI and BETA, which measures are mutually deemed to be more appropriate than those agreed to by the proponent of the prior Westwood Station Project.

C. **Funding Traffic Mitigation Fund**: As a condition of obtaining the initial building permit for the Project's Core Development Area (as defined in the Town's Zoning Bylaw), the Proponent will initially advance to the Town's Treasurer One Million Dollars ($1,000,000) (the "**Initial Deposit**"), to be held in a fund (the "**Corridor Mitigation Fund**"). It is intended that the Initial Deposit will be used for: (i) implementation of the first phase of Corridor Mitigation Measures; (ii) Ongoing Monitoring (as defined below); and (iii) an initial contribution of approximately Six Hundred and Eighty-Five Thousand Dollars ($685,000) for the implementation of certain measures (the "**Speed Control Measures**") designed to address the existing Speeding Conditions in and along the Canton Street Corridor. If VAI and BETA agree that the total cost of the first phase of Corridor Mitigation Measures, Ongoing Monitoring, and the Proponent's contribution toward the Speed Control Measures will be less than $1,000,000, then the amount of the Initial Deposit may be reduced accordingly.

D. **Ongoing Monitoring**: Provided that the Town has implemented the Speed Control Measures, after issuance of certificates of occupancy for buildings containing at least 200,000 square feet of commercial space within the Project's Core Development Area, the Town will conduct monitoring (the "**Ongoing Monitoring**") of morning and evening peak time traffic volume within the Canton Street Corridor for the purpose of

determining Project-related impacts on cut-through traffic. The Ongoing Monitoring will consist of license plate surveys of vehicles proceeding southbound on Canton Street from the East Street Rotary and turning left onto University Avenue, and vehicles turning right onto Canton Street and entering the East Street Rotary. All vehicles principally garaged at residences located within the Project shall not be counted for purposes of such license plate surveys. The Town will annually provide the Proponent with written reports, analysis, and recommendations with respect to traffic impacts attributable to the Project based on the Ongoing Monitoring. To the extent that the Ongoing Monitoring reveals material impacts in excess of established thresholds (as set forth in the Initial Study), the Town may use funds from the Canton Street Mitigation Fund to permit and construct all or a portion of the initial phase of the Traffic Calming Measures. To the extent that Ongoing Monitoring reveals traffic thresholds continue to be exceeded thereafter, the Town will be permitted to use the Corridor Mitigation Fund to implement in succession all or a portion of the additional phases of the Traffic Calming Measures.

E. **Replenishment of Corridor Mitigation Fund**: When the balance of the Corridor Mitigation Fund drops to (or below) Five Hundred Thousand Dollars ($500,000), the Proponent shall, as a condition to the issuance of any further building or occupancy permits for the Project (to the Proponent or any of its successors and assigns), deposit funds to increase the balance to $1,000,000, provided, however, that the Proponent's aggregate deposits into the Corridor Mitigation Fund, including the Initial Deposit, shall not exceed Two Million One Hundred Thousand Dollars ($2,100,000). Prior to the issuance of the final occupancy permit issued in connection with the Project's Core Development Area, if the Corridor Mitigation Fund has not been funded with aggregate deposits of $2,100,000, the Proponent will either add funds to increase the aggregate deposits to $2,100,000, or provide other security satisfactory to the Town.

F. **Term of Obligations**: The Ongoing Monitoring and the Proponent's funding obligations will continue until five (5) years from the date of issuance of the first Certificate of Occupancy for the Project (the "**Termination Date**"). Any balance remaining in the Corridor Mitigation Fund on the Termination Date shall be returned to the Proponent (or its successors or assigns), provided that prior to the issuance of a subsequent building permit for a new building located at the Project, the remaining portion of the Corridor Mitigation Fund will be reinstated, funded, and administered for a period of five (5) years under the same terms and conditions outlined above.

EXHIBIT E

Sewer Easement Amendment Terms

The amendment (the "Amendment") to the "Grant of Right to Relocate Sewer Easements" originally dated July 14, 2008 ("Relocation Grant'), shall substitute, for the plans, permits and approvals granted for the previous Westwood Station project and referenced in the Relocation Grant, references to certain permits, approvals and plans which are approved by the Town for the University Station Project (the "University Station Approvals").

Any of the easements listed on Exhibit A of the Relocation Grant which, consistent with the University Station Approvals, are to be left in place, will not be relocated, and the Amendment will confirm this fact.

Plans prepared for the University Station project currently anticipate that the easement which is listed as Item 4 on Exhibit A of the Relocation Grant (Order of Taking dated September 19, 1974, recorded in Book 5601, Page 735) will be fully released, and not relocated. The current design provides that any function performed by any sewer currently or previously located within this easement will be performed by different facilities, and not facilities relocated from this easement. Assuming that the University Station Approvals remain consistent with the current utility/infrastructure design, the amendment will provide for such full release.

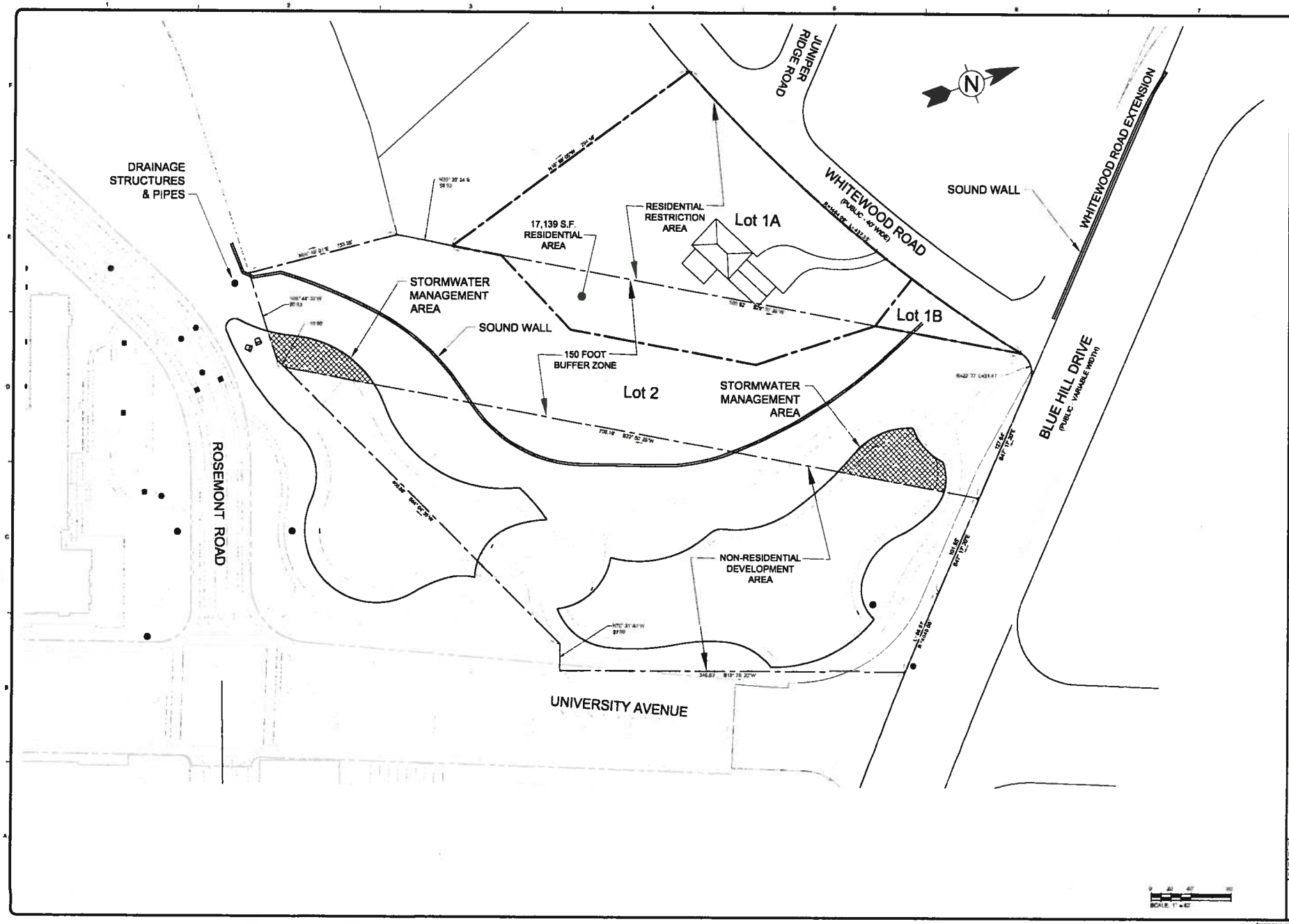
The Amendment will confirm that, with respect to any easements that are fully or partially relocated, all right, title and interest of the Town in the pre re-location alignment of such easements shall be fully released.

It is anticipated that, with the expansion of University Avenue, certain easements will fall within the expanded layout of University Avenue. All such easements shall be released upon the recording of such expanded layout.

EXHIBIT F

Restrictive Covenants Plan

Please see attached.



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PHONE: (508) 903-2000 FAX: (508) 903-2001

MARK	DATE	DESCRIPTION	BY
1	04/02/13	Development Agreement Exhibits	N.H.C.

Client: Whitewood Marketplace Holdings LLC
Proj. Loc.: University Ave. Westwood MA

University Station - University Avenue Redevelopment

Restrictive Covenant Plan

Project No.	127-3859-12003
Designed By	A.F.T./M.E.M.
Drawn By	J.V.B./R.C.V.
Checked By	N.H.C./R.F.D.

F

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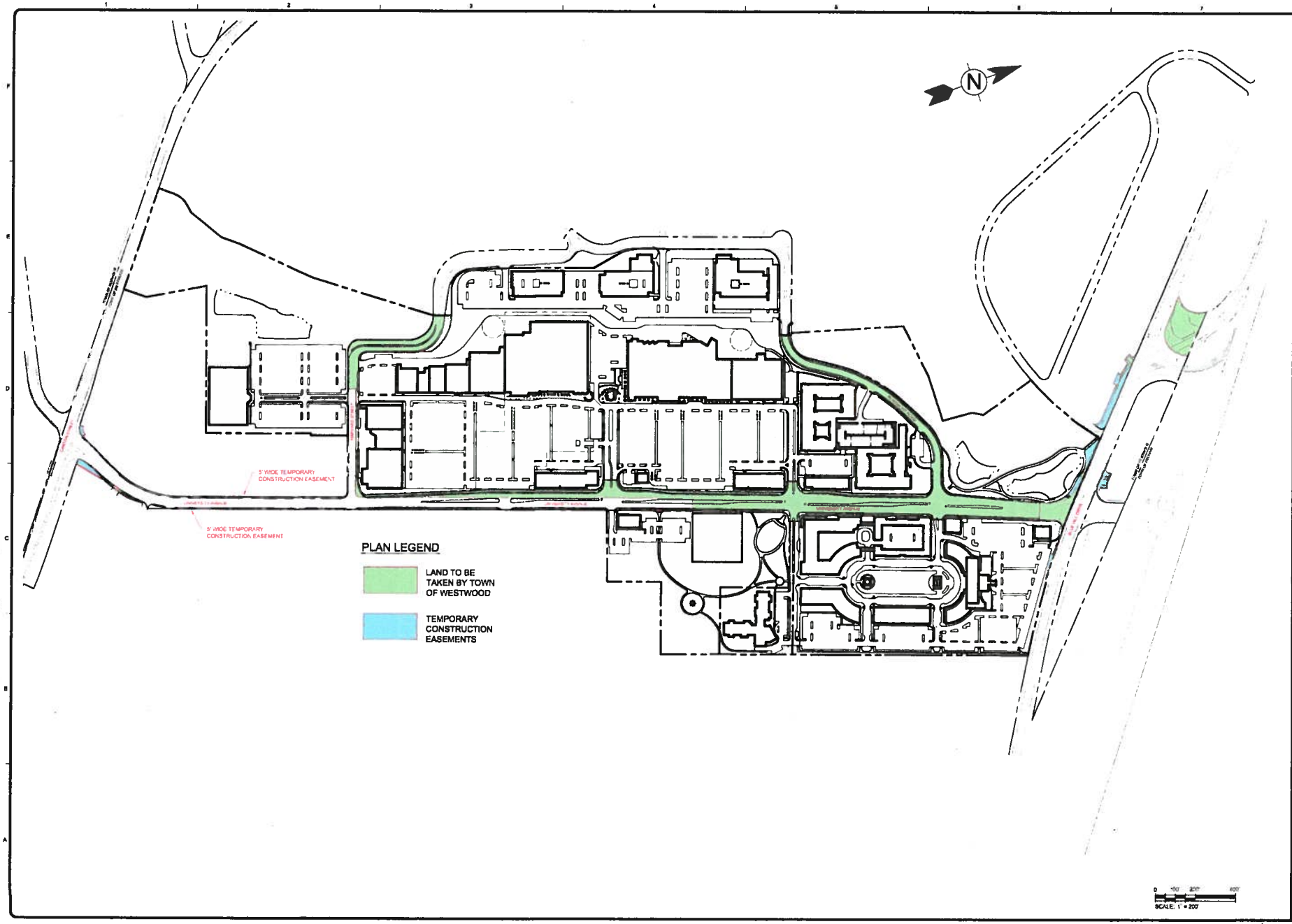
EXHIBIT G

Takings Plan

Please see attached.



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MARK	DATE	DESCRIPTION	BY
1	04/02/13	Development Agreement Exhibits	N H C

Client: Westwood Marketplace Holdings LLC
Proj. Loc. University Ave, Westwood, MA

University Station - University Avenue Redevelopment

Plan Showing Land To Be Taken By The Town of Westwood

Project No	12/13659-12003
Designed By	A.F.T./V.K.M.
Drawn By	J.V.S./S.C.V.
Checked By	N.H.C./R.F.D.

G

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Bar Measures 1 inch

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EXHIBIT H

Pedestrian Connection Plan

Please see attached

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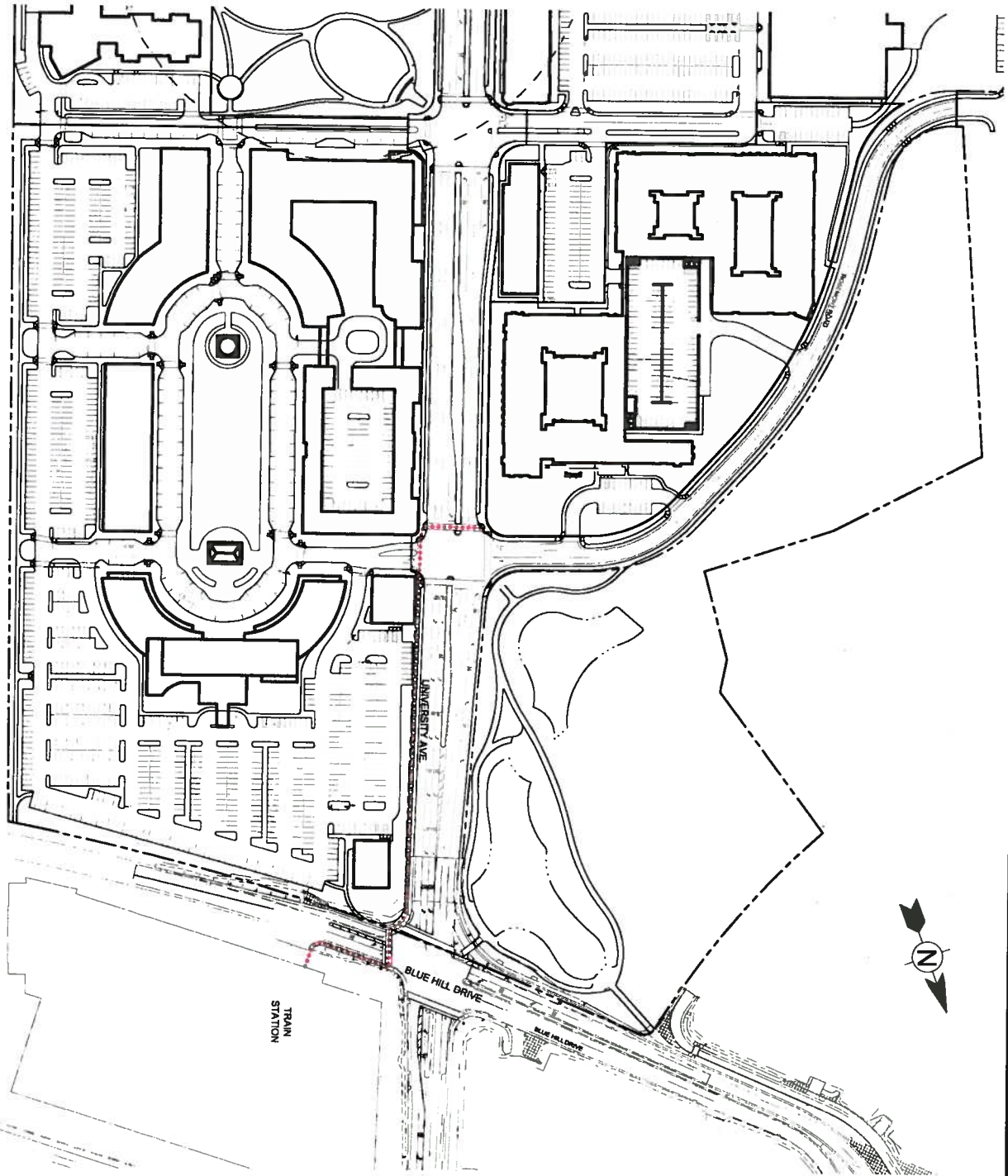

SCALE: 1" = 80'

H

Client: Westwood Marketplace Holdings LLC
Proj. Loc.: University Ave, Westwood, MA

University Station - University Avenue Redevelopment

Pedestrian Connection To Train Station

MARK	DATE	DESCRIPTION	BY
1	04/02/13	Development Agreement Exhibits	N H C

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EXHIBIT I

Operations and Maintenance Plan Topics

It is expected that the Operations and Maintenance Plan will address the following general topics:

1. Allocation of Responsibilities Between Town and the Proponent
2. Sewer System Operations and Maintenance
3. Snow and Ice Removal
4. Emergency Response and Contingency Plan
5. Trash Removal
6. Landscape Maintenance
7. Stormwater Facilities Operations and Maintenance
8. Water Supply Protection

EXHIBIT J

Amendments to the Town's General Bylaws

Amendment 1:

Amend Section 321-1 of the General Bylaws by adding the following sentence to the end of said Section 321-1:

> *Notwithstanding the foregoing, nothing contained within this Chapter 321 shall be deemed to prohibit or limit a retail business from conducting interior activities that are accessory to the operation of the retail business, such as cleaning, stocking, food preparation and other supporting operations between the hours of 12:00 midnight and 6:00 am, provided that (i) truck deliveries shall not occur during the hours of 12:00 midnight to 4:00 am; (ii) during the hours of 4:00 am to 6:00 am truck deliveries shall be made solely to sealed loading docks, with no exterior loading or unloading permitted; and (iii) waste removal shall in all events not occur between 12:00 midnight and 6:00 am.*

Amendment 2:

Amend Section 179-1 of the General Bylaws of the Town of Westwood by inserting a new subsection 179-1(C), as follows:

> *(C) Notwithstanding any general, zoning, or other bylaw, rule or regulation to the contrary, the provisions of this Chapter 179 shall not apply to the service or consumption of alcohol within any Licensed Premises, inclusive of outdoor seating areas, that are located within the University Avenue Mixed Use District, and subject to an approved Master Development Plan under Section 9.8 of the Westwood Zoning Bylaw.*

EXHIBIT K

Actions Regarding Rules and Regulations Governing Alcoholic Beverages

Capitalized terms that are not otherwise defined in the Agreement shall have the same meaning as set forth in the Rules and Regulations Governing Alcoholic Beverages (the "**Rules and Regulations**").

In connection with its review and public hearing for any and all liquor license applications within the Project, the Board of Selectmen hereby agrees to take the following actions:

4. In accordance with Section II(E)(1) of the Rules and Regulations, the Board of Selectmen shall confirm that the Project is a "planned, high-density development" and therefore shall authorize any Licensee of a Licensed Premises located within the Project to commence construction or alteration of such Licensed Premises in excess of forty-five (45) days following the issuance of final approval by the Alcoholic Beverages Control Commission, and to be operational in excess of four (4) months following the issuance of final approval by the Alcoholic Beverages Control Commission.

5. In accordance with Section III (F) of the Rules and Regulations, the Board of Selectmen shall authorize any Licensed Premises within the Project to sell alcohol from 11:00 a.m. until 12:00 a.m. on secular days and from 11:00 a.m. to 11:00 p.m. on Sundays.

6. In accordance with Sections III (B) and IV(B) of the Rules and Regulations, the Board of Selectmen shall authorize any Licensed Premises within the Project to be closed for a period of more than five (5) consecutive days or for more than ten (10) total days during a calendar year without such closure(s) being deemed an abandonment of a Liquor License.

7. In accordance with Section III(J) of the Rules and Regulations, the Board of Selectmen shall authorize non-live or live entertainment to be provided in any Licensed Premises within the Project.

In addition, the Board of Selectmen agrees to approve and issue the following amendments to the Rules and Regulations:

A. Notwithstanding the provisions of Section III(I)(10) of the Rules and Regulations, a liquor license may be issued for any cafeteria-style restaurant located within the University Avenue Mixed Use District, and subject to an approved Master Development Plan under Section 9.8 of the Westwood Zoning Bylaw.

B. Notwithstanding the provisions of Section IV(F)(4) of the Rules and Regulations, employees for any Licensed Premises located within the University Avenue Mixed Use District, and subject to an approved Master Development Plan under Section 9.8 of the Westwood Zoning Bylaw, shall only be required to satisfy the

age requirements set forth in Section 34 of the Chapter 138 of the Massachusetts General Laws.