



MASSDEVELOPMENT

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December 4, 2008

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Keith A. Bergman
Town Administrator
Town of Littleton
37 Shattuck Street
Littleton, MA 01460

www.massdevelopment.com

Re: *Letter Agreement for Technical Assistance for IBM Site and Cisco Systems Site Chapter 43D Priority Development Sites, Littleton, Massachusetts*

Dear Keith:

The Massachusetts Development Finance Agency ("MassDevelopment") is pleased to offer to provide the Town of Littleton (the "Town") with technical assistance for traffic and transportation analysis in connection with the Town's Priority Development Sites, designated pursuant to M.G.L. Chapter 43D. The services to be provided by MassDevelopment and the requirements relating thereto are set forth in this letter agreement (the "Agreement").

It is acknowledged and agreed that on December 13, 2007 and February 13, 2008 the IBM Site located at 55 King Street and Cisco Systems Site on Great Road, each owned by private developers, were designated as Priority Development Sites ("PDS"), pursuant to M.G.L. Chapter 43D, based on the Town's November, 2007 Interagency Permitting Board Application ("IPB Application").

MassDevelopment has determined that the Traffic/Transportation Analysis, as generally described in Task 3 of the Town's IPB Application, is eligible to receive technical assistance from MassDevelopment pursuant to Chapter 43D and the parties have agreed that MassDevelopment will perform the services described in Task 3 on behalf of the Town.

Based upon information presently available, the Town, MassDevelopment and its consultant, BSC Group ("BSC") have collaborated to modify and further define the scope and work originally described in Task 3.

MassDevelopment is prepared to help undertake the Traffic/Transportation Analysis for the PDS according to the Scope of Work attached hereto and made a part hereof (the "Services").

This Agreement details the terms and conditions under which MassDevelopment and the Town shall work together in order to advance the work associated with the PDS. Accordingly, the parties agree as follows:

MassDevelopment shall be responsible for the following tasks:

1. MassDevelopment, in collaboration with third party consultants retained by MassDevelopment, in its sole discretion, shall perform the Services.
2. It is anticipated that MassDevelopment shall contract with BSC Group for consulting services for this project.
3. MassDevelopment shall manage and oversee any third party consultants retained by MassDevelopment for the performance of the Services. However, MassDevelopment, in its sole discretions, reserves the right to amend the Scope of Services and/or contract with different or other parties, in providing the Services.
4. MassDevelopment shall ensure that Services are carried out in a professional and competent manner.
5. MassDevelopment shall attend meetings with the Town and the consultants performing the Services as set forth in the Scope of Work attached hereto.

The Town shall be responsible for the following tasks:

1. The Town shall work collaboratively and diligently with MassDevelopment and any third-party consultants, subcontractors or other parties providing Services pursuant to this Agreement.
2. The Town shall provide all reasonable cooperation, access, consents, and such other assistance as may be necessary to facilitate the diligent prosecution of the Services described herein so as to avoid delay of this project including, but not limited to, providing plans, maps, by-laws, rules, regulations, votes and other documentation regardless of form, and any other information reasonably requested, providing prompt review and comment on any deliverables, attending, facilitating and sponsoring meetings, hearings, etc, as may be reasonably requested, and obtaining access to the PDS and the cooperation of the owners of the PDS, as necessary.

3. The Town shall provide MassDevelopment and any consultants with a single point of contact (the "Point Person") who shall be responsible for the Traffic/Transportation Analysis from the Town's side. The Point Person for the Town shall be: Maren Toohill, Permit Coordinator/Planning Administrator. The Point Person shall also coordinate any required information from the Town and any Town staff assigned to assist on the Traffic/Transportation Analysis. In addition, the Point Person shall coordinate communications and input required from all public and private parties, as needed. A regular reporting method for communications shall be established as part of the Traffic/Transportation Analysis effort. The Point Person (or his/her designee) shall attend all public meetings regarding the Traffic/Transportation Analysis.
4. The Town will compensate MassDevelopment for third party services provided in accordance with the Services through the 43D Technical Assistance Grant ("43D Grant") awarded to the Town by the Interagency Permitting Board. The Town shall not be obligated to reimburse MassDevelopment for any of its internal staff time or internal costs in connection with the Traffic/Transportation Analysis. Please note that MassDevelopment's participation in this project does not obligate any further action or financial assistance by MassDevelopment with respect to the Town.

Upon receipt of the 43D Grant, the Town shall transfer all of the 43D Grant funds to MassDevelopment. MassDevelopment shall be authorized to expend, without prior approval of the Town, such funds to pay any invoice from its third-party consultant(s), including BSC Group, assisting in the performance of the Services. MassDevelopment shall provide to the Town a monthly accounting of such expenditures, including a copy of any invoice. If any portion of these funds remain following the performance of the Services, said funds shall be paid directly to the Interagency Permitting Board.

This Agreement shall automatically terminate upon completion of the Services and final payment for the Services. In addition, this Agreement may be terminated earlier by either party, at its elections, upon not less than ten (10) days prior written notice to the other party. Notwithstanding any earlier termination of this Agreement, the Town shall be required to compensate MassDevelopment for all third party services incurred on or before the receipt of any notice of termination.

All materials MassDevelopment and/or its consultants or subcontractors produce, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets and articles, shall be the property of MassDevelopment and shall

access to all materials produced and may review and comment on draft documents. The Town shall receive final copies of all materials produced. The Town may use or refer to such materials for other planning and/or economic development efforts, but neither MassDevelopment nor its consultants shall have any responsibility for such use, reference or reliance.

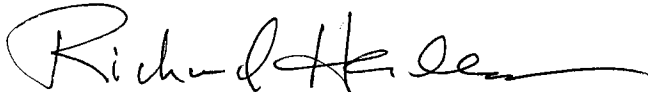
To the maximum extent permitted by law, the Town and MassDevelopment hereby indemnify each other from any claims, losses or damages caused in connection with the performance of their respective obligations hereunder. In no event shall MassDevelopment be held liable with respect to any contract entered into with a third party by the Town relating to the subject matter of this Agreement or otherwise, or any recommendations, proposals, suggestions comments or actions taken or omitted in connection with this Agreement, unless MassDevelopment is grossly negligent.

The parties agree that MassDevelopment shall act as an independent contractor under this Agreement. Nothing herein shall create an agency relationship between the Town and MassDevelopment. MassDevelopment understands that it has no authority to make or imply any commitments which are binding upon the Town.

If you agree with the terms of this Agreement, kindly sign below and return it to my attention at your earliest convenience. By signing this Agreement, you are representing and warranting that you have been duly authorized to enter into this Agreement and to carry out your respective duties and obligations hereunder, and that you have taken all action necessary to authorize the execution and delivery of this Agreement and the transactions contemplated hereby. The Agreement shall constitute a sealed instrument between the parties.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Henderson", with a long horizontal flourish extending to the right.

Richard Henderson
Executive Vice President

cc: Robert Culver, Chief Executive Officer
Nancy Howard, Chief Operating Officer
Michael Miller, Sr. Vice President, Real Estate
Nancy Radzevich, Vice President, Planning & Permitting, Real Estate
Hannah L. Kilson, Counsel

Acknowledged and Agreed to:

TOWN OF LITTLETON:

By:

Its:

Duly Authorized

Date: _____



15 Elkins Street
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November 26, 2008

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Ms. Mike Mitchell
Vice President, Planning and Development
Real Estate Division
MassDevelopment
33 Andrews Parkway
Devens, MA 01434

www.bscgroup.com

**RE: Transportation Planning & Traffic Study – Expedited Permitting Sites
Littleton, MA**

Dear Ms. Mitchell:

BSC Group, Inc. (BSC) is pleased to submit this proposal for professional transportation engineering services in support of two Expedited Permitting sites in Littleton, MA. The sites include the Cisco parcel, which is an undeveloped parcel across from Russell Street on Route 119 west of I-495, and the soon to be occupied IBM site, which is east of I-495 and has access onto Route 119 and 110. The purpose of this study is to: (1) evaluate impacts on the transportation network with the full occupancy of the IBM site and with three development scenarios of the Cisco site, (2) determine appropriate measures to mitigate traffic impacts for each scenario, (3) examine the feasibility of alternate transportation modes such as shuttle bus service to nearby train stations, and (4) identify Transportation Demand Management measures such as provision of pedestrian and bicycle amenities to reduce vehicle trips in the study area.

BSC has prepared this proposal based upon the following understanding of MassDevelopment and the Town of Littleton needs and circumstances, that has, defined the Scope of Services.

- The IBM site is currently vacant but there are plans to fully occupy it in phased re-occupancy over the next 18 months
- The Cisco site is currently zoned as Industrial A district. Certain uses that will be analyzed may not be permitted under current zoning and will therefore require future rezoning, if approved by Town Meeting.
- In accordance with MEPA and EOT guidelines, a five-year planning horizon will be used for the traffic study. This assumes that the Cisco site would be developed within that time frame and would also provide greater accuracy for projecting future traffic volumes.
- The scope of the study assumes three (3) development scenarios that represent the full spectrum of mixed-use development options ranging from very intense trip generation uses (e.g., retail, restaurants) to less intense uses (e.g., hotel, research and development). A draft of these scenarios was prepared by MAPC, dated October 31, 2008 and will be refined and agreed to by the Planning Board and Board of Selectmen prior to the analyses.

Engineers
Environmental
Scientists
GIS Consultants
Landscape
Architects
Planners
Surveyors

