

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the “Agreement”) is entered into by and between the Town of Littleton, a municipal corporation located in Middlesex County, Massachusetts, acting by and through its Select Board (the “Town”) and NBPII Littleton, LLC, a Delaware limited liability company with an address in c/o Northbridge Partners, LLC 401 Edgewater Place, Suite 265, Wakefield, MA 01880 (“Northbridge”). The Town and Northbridge are referred to herein as the “Parties”.

WHEREAS Northbridge is proposing to develop certain property located off Taylor Street near Monarch Drive in Littleton, consisting of two record lots known as 151 Taylor Street, which is shown as [record parcel description to be added] and on Assessors Map R-10 as Parcel 14-0 and contains 28.763 acres (the “151 Property”) and 153 Taylor Street, which is shown as [record parcel description to be added] and on Assessors Map R-10 as Parcel 14-1 and contains 56.2 acres (the “153 Property” and, together with the “151 Property”, the “Property”); and

WHEREAS, the 151 Property is currently owned by NBPII Littleton, LLC and the 153 Property is currently owned by DXC Technology Services LLC; and

WHEREAS NBPII Littleton, LLC has the 153 Property under agreement and expects to (a) purchase the 153 Property and (b) consolidate the 151 Parcel and the 153 Parcel into a single lot as a matter of record; and

WHEREAS the Property is located within an Industrial A District and located within the Aquifer Overlay District for purposes of the Town’s Zoning Bylaw; and

WHEREAS Northbridge has constructed on the 151 Property, pursuant to the decision of the Littleton Planning Board recorded with the Middlesex South Registry of Deeds in Book 71990, Page 319, a new one-story, high-bay 143,640 sf warehouse distribution center with parking and truck docks; and

WHEREAS the 153 Property is currently improved with a two-story office building that has been vacant for approximately two years, and associated parking; and

WHEREAS Northbridge now plans to use the combined Property as an expanded warehouse distribution facility featuring a modified one-story, high-bay 143,640 sf warehouse distribution center with parking and truck docks (on the 151 Property) and as parking area for automobile, van and truck parking for the warehouse distribution center (on the 153 Property), with all of the foregoing intended to be used and operated by Amazon Logistics pursuant to a long-term lease with Northbridge (the “Project”); and

WHEREAS the Town is supportive of the Project, provided that adequate mitigation (as described in more detail below) is provided by the developer to address the impacts of the Project on municipal services and infrastructure.

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 mutually acknowledged, the Parties, on behalf of themselves, their successors and assigns, hereby covenant and agree as set forth herein.

1. Conditioned upon the issuance by the Town and the vesting of the discretionary permits and approvals necessary to construct the Project (Order of Conditions from the Conservation Commission and Major Commercial or Industrial Use Special Permit, Aquifer and Water Resources District Special Permit, and Site Plan Review from the Planning Board), Northbridge will pay to the Town the sum of one million two hundred thousand dollars (\$1,200,000) for purposes of mitigating the impacts of the Project on municipal services and infrastructure. This amount shall be paid as follows: six hundred thousand dollars (\$600,000) shall be paid upon the issuance of a demolition permit or building permit for the 153 Property, and six hundred thousand dollars (\$600,000) shall be paid upon issuance of a Certificate of Occupancy for the Project. The anticipated use of the funds currently includes (a) Complete Streets, (b) Cross-Town Connect Transportation Management Association, (c) Public Safety communications improvements, and (d) Water Department replacement of 1912 cast iron water main on Taylor Street; provided, however, that the Parties agree that the use of the funds shall be determined by the Town, in its sole discretion.

2. In addition to the payments described in Section 1, above, Northbridge will donate to the Town's Brown Woods Gift Fund the sum of forty thousand dollars (\$40,000) upon issuance of a demolition permit or building permit for the 153 Property.

3. Following the completion of the improvements shown on the Site Plan approved by the Planning Board on January 7, 2021, Northbridge shall convey to the Littleton Water Department, to be used for Water Department purposes as determined by the Board of Water Commissioners, for nominal consideration, approximately 58 acres of land substantially as shown on the sketch plan attached as Exhibit A. The precise area and layout of the land to be conveyed to the Water Department may be adjusted if necessary to ensure that the Project complies with the Town of Littleton's Zoning Bylaw and all other laws, rules, and regulations relevant to the Project. Northbridge shall arrange, at its own expense, for the preparation of a plan creating the lot that will be conveyed to the Water Department, such plan to be suitable for endorsement by the Planning Board and for recording with the Middlesex South District Registry of Deeds.

4. Northbridge agrees to place a sign at the site exit alerting commercial drivers that they are prohibited from taking right turns, except for local deliveries. The form and content of the sign shall be subject to the approval of the Police Chief, and shall include the amount of any applicable state or local fines that may be imposed in the event of a violation.

5. Northbridge shall donate any and all materials from the existing building at the 153 Property to the Town including all furnishings, supplies and other items that might be useful to the various Town departments such as the school system, police, fire, etc. Northbridge will allow access by the Town to inventory and mark items for removal and reuse by the Town.

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

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

8. Counterparts. 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 deemed an original, but all of which together shall constitute one instrument.

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

Anthony M. Ansaldi, Jr. Town Administrator
Town of Littleton
Town Office Building
37 Shattuck Street, P.O. Box 1305
Littleton, MA 01460

with a copy to:

Thomas J. Harrington, Esq.
Miyares and Harrington LLP
40 Grove Street—Suite 190
Wellesley, MA 02482

If to Northbridge to:

NBP II Littleton, LLC
c/o Northbridge Partners, LLC
401 Edgewater Place, Suite 265
Wakefield, MA 01880

With a copy to:

Daniel P. Holmes, Esq.
Lerner & Holmes PC
260 Franklin Street, Suite 1900
Boston, MA 02110

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 mailed to such address, postage prepaid, registered or certified mail, return receipt requested, on the date the same is received or when delivery is refused, or if delivered to such address by hand or by nationally recognized overnight courier service, fees prepaid, when delivery is received or when delivery is refused, or if transmitted by facsimile or other electronic means with confirmatory original by one of the other methods of delivery herein described, on the date so transmitted by facsimile or other electronic means.

10. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.

11. Successors. This Agreement shall be binding on Northbridge and its successors in title, each during, and only with respect to, their respective periods of ownership of the Property. Northbridge shall accordingly have no liability hereunder from and after the date it transfers title to the Property to a third party, except for those liabilities, if any, that arose during the period of its ownership.

12. Authority and Enforceability. The Parties respectively represent and warrant that:

a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and

b. This Agreement has been duly authorized, executed and delivered; this Agreement constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Agreement.

[Remainder of page intentionally left blank]

Executed as an instrument under seal this ____ day of January 2021.

NBP II Littleton, LLC, a Delaware limited liability company

By: NorthBridge Partners LLC, a Massachusetts limited liability company,
its sole manager

DocuSigned by:
By: Greg Lauze
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Name: Greg Scott Lauze
Title: Manager

DocuSigned by:
By: Dean Atkins
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Name: Dean Withington Atkins
Title: Manager

TOWN OF LITTLETON
By its Select Board

DocuSigned by:
Cindy Napoli
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Cynthia Napoli, Chair

DocuSigned by:
Charles DeCoste
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Charles DeCoste, Vice Chair

DocuSigned by:
Paul Glavey
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Paul Glavey, Clerk

DocuSigned by:
Joseph S. Knox
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Joseph Knox

DocuSigned by:
Matthew Nordhaus
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Matthew Nordhaus