

AGREEMENT
TOWN OF ACTON

AGREEMENT made this ____ day of _____, 2015 by and between property manager, Urban Retail, LLC, on behalf of, TIAA Cref Financial Services, (hereinafter referred to as the "Owner"); and the Town of Acton, a Massachusetts municipal corporation acting through its Planning Board of 472 Main Street, Acton, MA 01720 (hereinafter referred to as the "Board").

WHEREAS, pursuant to the provisions of Massachusetts General Laws Chapter 40A, the Town of Acton Board of Selectmen, approved "Decision # 07/26/00-372 revised, Tashmoo Cove Realty, Inc., 145 Great Road, dated August 14, 2001" (the "Decision"), and further approved a decision amendment dated June 14, 2004;

WHEREAS, said Decision is recorded in the Middlesex South District Registry of Deeds in Book 33848, Page 176;

WHEREAS, the Owner has established a cash account with the Town of Acton in the total amount of _____ (\$ _____) Dollars as security for the completion of the items set forth on Exhibit A hereto.

NOW, THEREFORE, in order to secure to the Town the completion of the items on Exhibit A (hereinafter collectively the "Improvements") and in consideration of the mutual covenants and agreements contained herein, and for \$10.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. The Owner shall provide _____ (\$ _____) Dollars to the Town of Acton Treasurer, to secure the completion of the Improvements.
2. The Town of Acton Treasurer shall not release any portion of the cash bond without the receipt of authorization for such reduction by the ZEO, as evidenced by a written notification from the ZEO.
3. The Improvements shall be completed no later than June 1, 2015, unless such date is extended by written agreement of each of the parties hereto.
4. This agreement shall not expire until the Board, upon request, certifies that all Improvements have been completed, or until 45 days have elapsed, without a Board response, from the date the Board receives, by Certified Mail, a request for such certification, whichever comes first.
5. The full amount of the cash bond shall be due immediately to the Town of Acton in case of the default of the Owner or his/her successor in constructing the Improvements. Default of the Applicant or successor shall be defined herein as meaning the failure to complete all Improvements by the scheduled completion date.

6. In the event that the cash bond is released to the Town, it will be used and applied by the Town in completion of the Improvements, any amounts not used by the Town as aforesaid shall be returned to the Owner.
7. This Agreement sets forth the entire agreement between the parties regarding the matters set forth herein, is binding upon the parties and their respective successors, assigns and legal representatives, and may be modified only by written instrument executed by all parties.
8. The obligations of the parties hereunder are to be construed consistent with the Decision and the decision amendment.
9. This Agreement may be signed in separate counterparts, with each copy having the full force and effect of an original and facsimiles, pdfs and other electronic copies shall constitute originals.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement as of the date and year first above written.

OWNER:

(Printed Name of Business)

By: _____
(Signature)

(Printed Name)

TOWN OF ACTON PLANNING BOARD
ACTING THROUGH ITS PLANNING DIRECTOR:

By: _____
Roland Bartl, AICP, Planning Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

_____,2015

On this day of February, 2015, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was: personally known to me to have the identity claimed; or examination of Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purposes as Manager for _____.

Notary Public
My commission expires:_____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

_____,2015

On this day of February, 2015, before me, the undersigned Notary Public, personally appeared Roland Bartl, Town of Acton Planning Director proved to me through satisfactory evidence of identification, which was: personally known to me to have the identity claimed; or examination of Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purposes on behalf of the Town of Acton Planning Board.

Notary Public
My commission expires:_____

Exhibit A

At the March 3, 2015 meeting of the Town of Acton Planning Board, Urban Retail LLC. and the Planning Board agreed to the completion of the following items at the Brookside Shops site, located at 145 Great Road, Acton, MA:

Items	Cost
<i>Landscape Screening behind "BLDG A"</i>	
1 Birch Tree – (replacement) As required on Plan titled, "Brookside Shops" last revised, September 24, 2001 and attached hereto.	\$504.00
#__ _____ – (additional) As discussed at 3/3/15 meeting and noted on Plan titled, "Brookside Shops" last revised, September 24, 2001 and attached hereto.	
<i>Service Access Road Security Measures</i>	
#__ Security camera	\$8,849.58
1 Service access gate installed to completion	\$0.00
1 Galvanized steel bollard	\$1,200.00
TOTAL COST:	\$10,533.58