

Town of Acton

APPLICATION FOR SITE PLAN SPECIAL PERMIT

To The

Board Of Selectmen

Refer to the "Rules and Regulations for Site Plan Special Permits" available from the Office of the Board or the Site Plan Coordinator for details on the information and fees required for this application. Contact the Site Plan Coordinator at 264-9632 with any questions concerning the Rules. Incomplete applications may be denied.

Please type or print your application.

APPLICANT'S

Name & Address

TRB Development Group, Inc.
36 Londonderry Turnpike
Hooksett, NH 03106
Telephone (603) 669-8500

Location and Street Address of Site

400 Massachusetts Avenue (Route 111)
Acton, MA

Tax Map & Parcel Number

Map 3F--Lots 128 & 118-2

Area of Site ac.

+/- 64,757 SF or 1.48 acres

Zoning District

Kelley's Corner District (KC)

OWNER'S

Name & Address

Daniel & Carl Silverstrone (Mgrs)
Mustard Seed Properties, LLC
c/o Page Road, Bedford, MA 01730-1333
Telephone (781) 276-0718

any site plans have been filed previously for this site give file numbers:

The undersigned hereby apply to the Board of Selectmen for a public hearing and a site plan special permit under Section 10.4 of the Zoning Bylaw approving the attached site plan.

The undersigned hereby certify that the information on this application and plans submitted herewith is correct, and that all applicable provisions of Statutes, Regulations, and Bylaws will be complied with.

The above is subscribed to and executed by the undersigned under the penalties of perjury in accordance with Section 1-A of Chapter 268, General Laws of the Commonwealth of Massachusetts.

Date 6/31/2013

Signature of Petitioner Richard Matthews

OWNER'S KNOWLEDGE AND CONSENT

I hereby assert that I have knowledge of and give my consent to the application presented above.

(See Attached)

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Date

Signature of Owner

TOWN CLERK, ACTON

Landlord. If Buyer reaches agreement during the initial DDP with Goodyear regarding early termination, but such agreement is conditioned on resolution of any environmental remediation matters, then Buyer's right to continue negotiations with Goodyear and right to terminate as provided in this Section 6 shall be extended to the entire environmental due diligence period provided for in Section 1 of this Rider. It is understood and agreed that Buyer has no right or authority under this Paragraph to effect any early termination of the Goodyear Lease that would take affect prior to Buyer's closing on the purchase of the Premises.

7. Permits and Approvals:

(a) Buyer shall have a one-year permitting period from the execution of this Purchase Agreement ("Permit Period") to obtain public and private approvals it deems necessary for its commercial project (the "Approvals"). If Buyer fails to obtain the Approvals on conditions reasonably acceptable to Buyer, Buyer may terminate this Agreement by so notifying Seller in writing during the Permit Period, as it may be extended, whereupon all deposits shall be refunded to Buyer and this agreement shall be null and void and without recourse to the parties hereto. Buyer shall have two (2) options to extend the Permit Period, each such option to be ninety (90) days in length by paying Seller an extension fee of Ten Thousand and no/100 Dollars (\$10,000.00) at the exercise of each such option, which fee shall be not be applicable to the purchase price and shall be non-refundable.

(b) Seller, including without limitation Seller's members, shall cooperate and support Seller's applications for Approvals for development of the Premises (the "Applications"), including without limitation joining in Applications as required, and attendance, to the extent reasonably available, by at least one of Seller's Managers or members and public support at a reasonable number of hearings and meetings to the extent requested by Buyer based upon Buyer's reasonable determination that such attendance and support by one of Seller's Managers or members at a particular hearing or meeting is important to securing such Approvals. Buyer's request for such attendance shall be made at least fourteen (14) days in advance. Notwithstanding the "reasonably available" standard of the prior sentence, Buyer shall have two opportunities for mandatory attendance by one of Seller's members. Seller hereby appoints Buyer its attorney-in-fact to execute such Applications on Seller's behalf if Seller refuses or is unable to do so, provided that Seller may withhold its consent for an Application for "Adult Uses" as defined in the Acton Zoning Bylaw in effect on the date of execution of this agreement or as it may be amended from time to time.

8.. Title/survey costs: Buyer shall be responsible for title and survey costs.

9. Tax-Free Exchange: Buyer agrees that it will cooperate with Seller if Seller desires to handle this transfer as a tax-free exchange, provided that such cooperation is at no cost to Buyer.

10. Acton Betterment: In addition to the purchase price, the Buyer shall, as of closing, be responsible for the payment of the balance of the then outstanding municipal betterment at the date of the closing.

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Initials:   