



2016 00185789

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EASEMENT DEED

BELMONT RESIDENTIAL LLC, a Delaware limited liability company having a principal place of business at 250 Gibraltar Road, Horsham, PA 19044 ("Grantor")

for consideration paid and in consideration of less than One Hundred (\$100.00) Dollars, does hereby grant to the

TOWN OF BELMONT, MASSACHUSETTS, a body politic having a principal place of business at 455 Concord Avenue, Belmont, Massachusetts 02478 ("Grantee")

with **QUITCLAIM COVENANTS**

The following rights and easements:

A. PEDESTRIAN AND UTILITY EASEMENT

✓ The perpetual and non-exclusive right and easement to design, construct, install, repair, replace, maintain and use for the installation of underground pipes, wires, or conduits for the transmission of water or sewer service to or from Horne Road, Belmont, Massachusetts, within that portion of the land of the Grantor as shown on a plan entitled "Plan Showing Easement for 112 Trapelo Road, 102/104 Trapelo Road, 489-493 Common Street, 495-501 Common Street and Parcel 207 in Belmont, MA" dated April 5, 2016, prepared by Rober Survey, 1072A Massachusetts Avenue, Arlington, MA 02476, to be recorded herewith. Grantee shall promptly restore the Horne Road Easement Area to the same condition the easement area was prior to the exercise by the Grantee hereunder. The Grantor also grants a non-exclusive right of the public to pass and repass by pedestrian travel only over and upon the Horne Road Easement Area. Grantee shall utilize the easement rights created pursuant to this Section in harmony, and in coordination with Grantor's Project Plan as defined in the LDA (as such term is herein defined).

B. PARKING EASEMENT

The perpetual and non-exclusive easement for public parking of fifty (50) passenger vehicle parking spaces (the "Town Spaces") to be used to provide public parking for residents and businesses in the Cushing Square area. Such use shall expressly not include the right to use the Town Spaces for long term, overflow or permanent parking, including but not limited to the parking of Town-owned vehicles. For purposes of this Easement Deed, "overflow" parking shall

refer to the use of the Town Spaces to supplement parking for residents and businesses not located in the Cushing Square area, and "permanent" parking shall refer to the stationing of Town-owned or other fleet or commercial vehicles, and "long term" means durations other than (a) "short term" or "intermediate" as described in the Parking Management Agreement (as hereinafter described), or (b) overnight parking (i.e. parking between the hours of 8 p.m. and 8 a.m.)

The Town Spaces will be located in a structure to be constructed by the Grantor on or within certain designated portions of the land of the Grantor (the "Parking Easement"). The Town Spaces are identified as "Municipal Parking 50-Spaces (hatched)" on the sketch plan dated July 17, 2015 prepared by Peter Quinn Architects attached hereto as Exhibit A. This Parking Easement relates to certain parking spaces within a larger parking facility to be constructed by the Grantor in conjunction with commercial and residential development of the land described in Exhibit B (the "Property"). In the event that the improvements described in the Land Development Agreement between Grantor and Grantee to be recorded herewith (the "LDA"), are never constructed, or are altered, demolished or removed, the Grantor shall relocate the Parking Easement and Town Spaces to an alternative location on the Property, subject to the approval of the Grantee, which approval shall not be unreasonably withheld, and Grantor shall record an amendment to this Easement Deed executed by the Grantor and the Grantee with a plan showing the relocated Town Spaces and Parking Easement area attached to such amendment.

Anything in this Easement Deed to the contrary notwithstanding, the Town Spaces are to be managed by the Grantor pursuant to a Parking Management Agreement between the Grantor and the Grantee to be recorded herewith, to the extent that the same may be in force and applicable. In the event of any conflict between this Easement Deed and the Parking Management Agreement, the Parking Management Agreement shall control. Without limiting the generality of the foregoing, but subject to the Grantor's obligations under the LDA, the Town Spaces shall not be available on the Property during the course of the original construction of the parking structure on the Property.

The Grantor shall to the extent the Grantor has the duty to maintain, operate or repair the Parking Easement, indemnify, reimburse, defend and hold Grantee and its affiliates, subsidiaries, members, managers, employees and agents harmless for, from and against all actions, suits, liens, claims, damages, expenses (including reasonable attorney fees) losses, penalties, taxes and liabilities arising out of or attributable to the negligent acts/omissions or willful misconduct of the Grantor in the maintenance, operation and repair of the Parking Easement as described in Exhibit "A", but excepting for matters which are the result of the negligence or willful misconduct of the Grantee or its employees or agents.

(SIGNATURE PAGE FOLLOWS)

Executed as an instrument under seal this 15TH OCTOBER day of ~~September~~, 2016.

BELMONT RESIDENTIAL LLC, a
Delaware limited liability company



By: John McCullough

Title: Vice President

COMMONWEALTH OF PENNSYLVANIA:

:SS.

COUNTY OF MONTGOMERY:

On this 28th day of September, 2016, before me, the undersigned notary public, personally appeared John McCullough proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, 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 purpose as Vice President on behalf of Belmont Residential LLC.



Notary Public

My Commission expires: 4/6/19

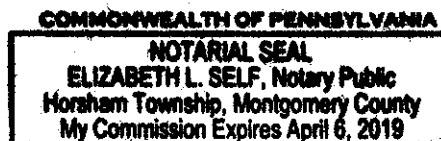


EXHIBIT A

**Parking Easement Plan
(attached)**

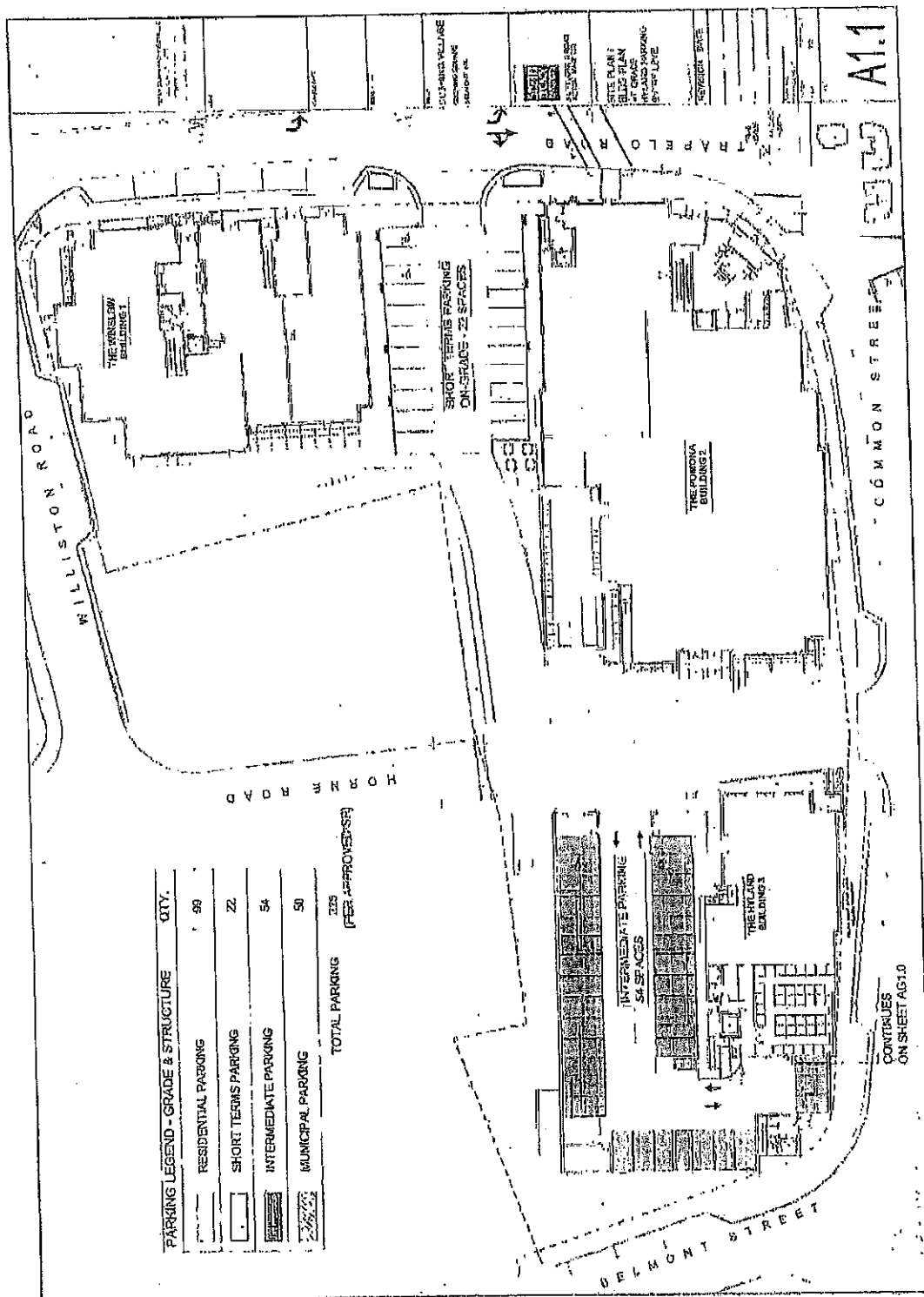


EXHIBIT B

**Description of Grantor's Property
(attached)**

EXHIBIT B

Parcel 1 - 505-507 Common Street, Belmont, MA

The land with the buildings thereon in Belmont, Middlesex County, Massachusetts being shown as Lot 78 on a plan entitled "Samuel Barnard Estate, Belmont, Mass. dated January 2, 1928 by Fred A. Joyce, Surveyor"; recorded with Middlesex South District Registry of Deeds at the end of Book 5260 and bounded and described according to said plan as follows:

SOUTHEASTERLY by said Common Street, thirty-one and 99/100 (31.99) feet;

SOUTHEASTERLY, SOUTHERLY and SOUTHWESTERLY by the Junction of said Common Street and Horne Road, thirty and 78/100 (30.78) feet;

SOUTHWESTERLY by said Horne Road, seventy-eight and 95/100 (78.95) feet;

NORTHWESTERLY by lot 77 on said plan, fifty-four and 50/100 (54.50) feet; and

NORTHEASTERLY by land now or formerly of Mary B. Horne, one hundred (100) feet; subject to and excepting the taking relating to the street line by the Town of Belmont, as shown on plan recorded with said Deeds, Book 7314, Page 45; or, however otherwise said premises may be bounded, measured or described.

Parcel 2- 7 Horne Road, Belmont, MA

A parcel of vacant land situated on the northeasterly side of Horne Road and shown as lot 77 on a plan entitled "Samuel Barnard Estate, Belmont, Mass." dated January 2, 1928, by Fred A. Joyce, Surveyor, recorded with Middlesex South District Deeds on the end of Book 5260, bounded and described as follows:

SOUTHWESTERLY by said Horne Road, sixty-three (63) feet;

NORTHWESTERLY by lot 76 shown on said plan, one hundred four and 63/100 (104.63) feet;

NORTHEASTERLY by land now or formerly of the Barnard Estate, sixty-five and 43/100 (65.43) feet; and

SOUTHEASTERLY in part by the first parcel conveyed by deed of Ruth H. Jenkins dated December 19, 2000 and recorded at the Middlesex South Registry of Deeds in Book 32171, Page 482, and in part by lot 78 shown on said plan, in all one hundred fourteen and 50/100 (114.50) feet.

Containing according to said plan 6944 square feet of land.

Parcel 3 - 495-501 Common Street, Belmont, MA

The land with the buildings thereon now numbered 495-501 on Common Street in Belmont bounded and described as follows:

SOUTHEASTERLY by said Common Street, sixty-four (64) feet;

SOUTHWESTERLY by lot 78 on a plan entitled "Samuel Barnard Estate, Belmont, Mass." dated January 2, 1928, by Fred A. Joyce, Surveyor, recorded with Middlesex South District Deeds on the end of Book 5260, one hundred (100) feet;

NORTHWESTERLY by lot 77 shown on said plan and land now or formerly of Mary B. Horne, sixty-four (64) feet; and

NORTHEASTERLY by land now or formerly of Mary B. Horne, one hundred (100) feet.

Parcel 4 - 527 Common Street, Belmont, MA

The land with the buildings thereon in Belmont, Middlesex County, Massachusetts, shown on a plan of land in Belmont, dated May 24, 1939, made by S. Albert Kaufman, C.E., recorded with the Middlesex South District Registry of Deeds at the end of Book 6297 and also shown as Lots 79, 80, 101, and 102 on a plan entitled "Plan showing Portion of Samuel Barnard Estate, Belmont, Mass.", dated September 3, 1931, by Fred A. Joyce, Surveyor, recorded with said Deeds, Book 5595, Page 311, and bounded and described as follows:

SOUTHWESTERLY by Belmont Street, 148.35 feet;

SOUTHEASTERLY by Common Street, by two lines, 135.53 feet;

EASTERLY by a curved line forming the juncture of Horne Road and Common Street, 32.05 feet;

NORTHEASTERLY by Horne Road, 133.39 feet;

NORTHWESTERLY by Lot 81 on said Joyce plan, 90.12 feet;

NORTHEASTERLY again by said Lot 81, 31.12 feet;

NORTHWESTERLY again by Lot 100 on said Joyce plan, 99.27 feet.

Containing 27,405 square feet of land, be any and all of said measurements more or less, or however otherwise said premises may be bounded, measured or described.

Excepting the strip of land conveyed by deed of Benjamin Yanofsky to the Inhabitants of Belmont, dated May 12, 1941 and recorded with the Middlesex South District Registry of Deeds in Book 6520, Page 458.

Parcel 5 - 102-104 Trapelo Road, Belmont, MA

The land with the buildings thereon situated at the corner of Trapelo Road and Common Street in the Town of Belmont, Middlesex County, Massachusetts, and bounded:

NORTHEASTERLY by Trapelo Road fifty-two and 52/100 (52.52) feet;

EASTERLY by the intersection of said Trapelo Road and Common Street, fifty-three and 20/100 (53.20) feet;

SOUTHEASTERLY by said Common Street about sixty-five and 32/100 (65.32) feet;

SOUTHEASTERLY by land now or formerly of William A. Doe described in deed by Mary B. Horne to said William A. Doe dated October 4, 1922 and recorded with Middlesex South District Deeds, Book 4559, Page 159, ninety-nine and 90/100 (99.90) feet; and

NORTHWESTERLY by land now or late of Anna G. Horne, et al, ninety-nine and 9/100 (99.09) feet.

Containing 8714 sq. ft. being all said measurements, more or less, said premises being Lot C on a Plan of Land in Belmont, Mass. By Fred A. Joyce, Surveyor, dated June 8, 1936, recorded with Middlesex South District Registry of Deeds, Book 6041, Page 237.

Parcel 6 - 112 Trapelo Road, Belmont, MA

That certain parcel of land situated in the Town of Belmont, County of Middlesex, State of Massachusetts, more fully described as follows:

Beginning at a point on the southerly side of Trapelo Road, 6 feet, more or less, westerly from a stone bound said stone bound being at the point of curve of the south side of said Trapelo Road; thence running southerly along land now or formerly of the Town of Belmont, known as the Fire Station lot 123.48 feet; thence running easterly along land now or formerly of Mary B. Horne, 79.17 feet; thence running northerly, 103.13 feet to the south side of Trapelo Road; thence running westerly along the south side of Trapelo Road, 80 feet to the point of beginning.

Parcel 7 - 116 Trapelo Road, Belmont, MA

A certain parcel of land located at the corner of Trapelo Road and Williston Road in the Town of Belmont, Middlesex County, Massachusetts, bounded and described as follows:

Northwesterly by said Williston Road, one hundred twenty-seven and 68/100 (127.68) feet, more or less;

Northerly by the curved intersection of said Williston Road and said Trapelo Road, thirty-three and 77/100 (33.77) feet, more or less;

Northeasterly by said Trapelo Road, one hundred twenty-two and 5/10 (122.5) feet, more or less;

Southeasterly by land now or formerly of Anna G. Horne and Mary B. Horne, one hundred twenty-three and 48/100 (123.48) feet, more or less;

Southwesterly by land now or formerly of Mary A. Gay and Ernest L. Drew Jr., one hundred thirty one (131) feet, more or less.

Containing 18,720 square feet of land, more or less and being the parcel of land designated "Town of Belmont" as shown on "Belmont Planning Board Pan of Land in Belmont, Mass."

dated December 29, 1944, on file in the Town Clerk's Office and recorded with the Middlesex South District Registry of Deeds as Plan No. 200 of 1947.

Parcel 8 – Portion of Horne Road, Belmont, MA

That certain parcel of land located in Belmont, Middlesex County, Commonwealth of Massachusetts, shown as "Portion to be Discontinued and Easement for Utilities and Right of Way" on a plan entitled "Plan of Land in Belmont, MA (Middlesex County)", dated December 22, 2014, Scale: 1" = 20', Prepared by Rober Survey, recorded with the Middlesex South District Registry of Deeds as Plan No. ____ of 2015 and more particularly described as follows.

Beginning at a point on the northwesterly side of Common Street, said point being the most southeasterly corner of said parcel; thence running

NORTHERLY	34.90' by a curve to the left having a radius of 20.00' to a point of tangency; thence running
N49°36'19"W	124.76' to a point; thence turning and running
N40°23'41"E	20.00' to a point; thence turning and running
N49°36'19"W	6.03' to a point; thence turning and running
N40°23'41"E	20.00' to a point; thence turning and running
S49°36'19"E	141.95' to a point; thence running
EASTERLY	27.49' by a curve to the left having a radius of 22.00' to a point of tangency; thence turning and running
S42°12'11"W	by Common Street, 19.48' to a point; thence turning and running
S47°17'09"W	by Common Street, 63.94' to the point of beginning.

Said parcel containing 6,305± S.F. of land according to said plan.



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PARKING MANAGEMENT AGREEMENT

This Parking Management Agreement (the "Agreement") is made effective as of this 30th day of September, 2016 (the "Effective Date") by and among BELMONT RESIDENTIAL LLC, a Delaware limited liability company, its successors and assigns ("DEVELOPER") and the **TOWN OF BELMONT, MASSACHUSETTS** (the "Town"), a body politic, having a principal place of business at 455 Concord Avenue, Belmont, Massachusetts 02478.

RECITALS

WHEREAS, DEVELOPER owns certain property in the Town of Belmont, Massachusetts (the "Property"), which is more particularly described in Exhibit A hereto, which has been approved for construction of a mixed use development commonly known as Cushing Village pursuant to a legally operative decision of the Belmont Planning Board dated July 24, 2013 and recorded at the Middlesex South District Registry of Deeds in Book 62578, Page 101, as amended of record and

WHEREAS, DEVELOPER has acquired certain property at 116 Trapelo Road, Belmont, Massachusetts from the Town pursuant to a deed dated September 26, 2016 and recorded herewith, which property at 116 Trapelo Road comprises part of Cushing Village; and

WHEREAS, in conjunction with the conveyance of the property at 116 Trapelo Road, the Town was granted a Parking Easement by DEVELOPER in and to fifty (50) parking spaces within a garage (the "Parking Garage") to be constructed by DEVELOPER and to be located on the Property (the "Town Spaces"), as more fully set forth in an Easement Deed of DEVELOPER to the Town recorded herewith (the "Easement Deed"); and

WHEREAS, DEVELOPER will convey the commercial components of Cushing Village to a third party (the "Commercial Owner") who will manage the Town Spaces pursuant to this Agreement in conjunction with Commercial Owner's management of all of the other commercial parking created on or within the Property, it being understood that the commercial parking will include 104 intermediate term Parking Garage spaces (50 of which will be the Town Spaces) and 22 short term surface parking spaces, all as hereinafter described; and

WHEREAS, upon DEVELOPER'S conveyance to the Commercial Owner of the commercial components of Cushing Village, which conveyance will include all rights to the commercial parking (the "Commercial Components"), the Commercial Owner will be assigned all rights of Developer, and the Commercial Owner will assume all obligations of Developer, under this Agreement, and the Town will release Developer from all obligations under this Agreement and will seek performance thereof solely from the Commercial Owner; and

WHEREAS, the Town acknowledges that the Parking Garage may be completed in stages, and accordingly if one third of the Parking Garage is completed, then one third of the Town Spaces will be made available to the Town and will be managed by the Commercial Owner in conformance with the terms of this Agreement, and accordingly Commercial Owner will assume the obligations of Developer under this Agreement with respect thereto only;

WHEREAS, the parties believe it to be in their mutual interest for the Town to grant to DEVELOPER (and upon DEVELOPER'S designation, the Commercial Owner) the right to manage the Town Spaces in conjunction with the commercial parking pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth it is hereby agreed as follows:

ARTICLE 1

PARKING PLAN

1.01 DEVELOPER has developed a plan for utilization of all parking spaces created on the Property which parking spaces are shown on the plan attached as Exhibit B to this Agreement (the "Parking Plan"). The Parking Plan identifies three (3) separate and distinct parking areas ("Parking Areas") to be used for parking in conjunction with the construction of Cushing Village on the Property. The Parking Areas are as follows:

A. Dedicated Residential Parking. Dedicated residential parking (shown as "Residential Parking 99 Spaces" on Exhibit B), consisting of ninety nine (99) total spaces, to be limited for utilization of parking for residents of the Property upon such terms and conditions as DEVELOPER may determine in its sole discretion. The Residential Parking spaces will not be the subject of this Agreement;

B. Short Term Parking. A total of twenty two (22) spaces are located within the short term parking identified on Exhibit B as "Short Term Parking on-Grade-22 Spaces". It is anticipated by DEVELOPER that nine (9) of the parking spaces within the short term Parking Area shall be designated for use without charge by patrons of specific businesses within Cushing Village. Thirteen (13) of the short term parking spaces shall be provided signage at the sole cost and expense of DEVELOPER pursuant to which signage seven (7) parking spaces will be designated as limited to thirty (30) minute parking and six (6) parking spaces will be limited to one (1) hour parking only.

C. Intermediate Term Parking. A total of one hundred and four (104) parking spaces, which includes the Town Spaces (it being agreed that the Town Spaces will not be expressly designated or reserved and will only be available to pass holders under Section 1.02 below on a first come basis, it being acknowledged that if all 104 Parking Spaces fill up then pass holders who were unable to obtain parking spaces will not be provided alternate parking arrangements), are proposed for public intermediate term parking. All public intermediate term parking shall be identified by signage provided at the sole cost of DEVELOPER as parking permitted for a two (2) hour time period (except for such longer time period as may be allowed by permit described in Section 1.02 below) that will be strictly enforced between the hours of 8:00 a.m. and 7:00 p.m. Intermediate term parking spaces shall be available without charge between the hours of 8:00 a.m. and 7:00 p.m. for use by the general public regardless of the destination intended by the party utilizing the parking space. Except for enforcing this two (2) hour time limit (or the time limit imposed in Section 1.02 below) in such manner as may be determined by DEVELOPER in DEVELOPER'S discretion, DEVELOPER shall not create any enforcement, limitation or interference with the use of the intermediate term parking spaces by the general public seeking to

park between the hours of 8:00 a.m. and 7:00 p.m. to visit any other business or residence in or about the Cushing Square area.

1.02 Notwithstanding the provisions of Section 1.01(C) above, the Town shall retain the right to issue on a monthly basis for a reasonable fee to businesses in the Cushing Square area up to thirty five (35) passes to use Town Spaces, which passes shall be prominently displayed on the dashboard or driver's side window of any vehicle for which the pass has been issued so as to permit said vehicle to park within the Parking Garage areas to be used for intermediate term parking as described in Section 1.01(C) for a period of time of up to eight (8) hours (excluding in all events parking between the hours of 8:00 p.m. and 8:00 a.m.).

1.03 DEVELOPER agrees to operate all commercial parking on the Property (i.e. those parking areas described in Sections 1.01(B) and 1.01(C)) in accordance with this Agreement and the Parking Plan and any modification to the Parking Plan shall require the approval of the Town, which approval shall not be unreasonably withheld or delayed.

1.04 All enforcement of the time limitations on parking set forth in Sections 1.01 and 1.02 of this Agreement and the Parking Plan shall be at the sole and absolute discretion of DEVELOPER, subject only to applicable law, rule or regulation.

1.05 In consideration of the Town not issuing passes for fifteen (15) of the Town Spaces (meaning the Town has agreed to issue passes only for thirty five (35) of the Town Spaces), DEVELOPER shall pay to the Town the sum of Ten Thousand Eight Hundred (\$10,800.00) Dollars annually (the "Parking Management Fee"). The issuance of passes, and accordingly the Parking Management Fee, will be prorated based upon the number of Town Spaces delivered to the Town as noted above in the Recitals section of this Agreement. The first annual payment due of the Parking Management Fee (or prorated portion thereof) will be payable sixty (60) days following the issuance of the first Certificate of Occupancy for the Parking Garage within Cushing Village and annually thereafter. At DEVELOPER's option, the Parking Management Fee may be paid monthly in advance in twelve (12) equal monthly installments. The Town agrees that during the term of this Agreement the Town Spaces shall not be subject to any metering, stickering or any other similar charge that derives revenue to the Town in any form or fashion except as specifically provided for in this Agreement.

ARTICLE 2

APPOINTMENT

2.01 The Town hereby designates and appoints DEVELOPER to provide complete management and administration for the Town Spaces consistent with this Agreement and the Parking Plan, and DEVELOPER accepts such designation and appointment. In connection with such management and administration, DEVELOPER shall have full responsibility and authority to operate, maintain and manage the Town Spaces consistent with this Agreement and the Parking Plan, subject to and on the terms and conditions set forth in this Agreement.

ARTICLE 3
TERM OF AGREEMENT

3.01 The original term of this Agreement shall commence as of the Effective Date and shall continue in full force for five (5) years (the "Initial Term"), with five (5) automatically renewing 5-year terms, for a total term of thirty (30) years, subject to further extension by agreement of the parties hereto and earlier termination or nonrenewal pursuant to Article 7 of this Agreement. Notwithstanding the foregoing, DEVELOPER and the Town shall meet and review the Parking Plan outlined in Article I hereof annually on the anniversary of the first payment of the Parking Management Fee and every year thereafter for the purposes of making written modifications to this Agreement and the Parking Plan that will meet the mutual needs of DEVELOPER and the Town, including, without limitation, reasonable adjustments in the Parking Management Fee to reflect changes in market conditions.

ARTICLE 4
MANAGEMENT SERVICES

4.01 Status; Standards. DEVELOPER shall perform its services with the quality of such services, in all respects and at all times, to be equal to the highest standards of professional parking management for similar such properties in the Greater Boston area.

4.02 Personnel. Subject to Section 4.03 hereof, DEVELOPER shall have full responsibility and authority and will use reasonable care in selecting, recruiting, hiring, firing, training, supervising and scheduling work for all permanent or part-time personnel necessary to perform the services of DEVELOPER under this Agreement. DEVELOPER shall carry any workmen's compensation insurance required by the laws of The Commonwealth of Massachusetts for employees, if any, of DEVELOPER. DEVELOPER shall be responsible for the preparation of and shall timely file all payroll tax reports and make timely payment of all withholding and other payroll taxes applicable to its personnel.

4.03 Property Manager. DEVELOPER shall retain a property management firm which shall perform duties that include having primary responsibility for the performance of DEVELOPER's duties hereunder (the "Property Manager"). Alternatively, DEVELOPER may self perform the duties of the Property Manager. DEVELOPER shall, by written notice, inform the Town of the identity of the Property Manager and, if the Property Manager is to be changed, DEVELOPER shall similarly inform the Town not less than thirty (30) days prior to its replacement with like capabilities and experience. The Property Manager and DEVELOPER shall meet with a designated representative of the Town on an annual basis to review performance by DEVELOPER pursuant to this Agreement.

4.04 Maintenance and Repairs; Other Operational Duties. DEVELOPER shall during the Term of this Agreement (as described in Section 3.01 above) maintain the Parking Areas in good order and repair and be fully, solely and exclusively responsible for all repair, maintenance and condition of the Property including without limitation the Town Spaces.

4.05 Fees. DEVELOPER shall not be paid in any form or manner by the Town pursuant to this Agreement.

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5.01 Required Insurance. DEVELOPER shall keep in effect at all times through the termination of this Agreement (and any longer period during which DEVELOPER has or is provided sole and exclusive management of the Town Spaces): (1) worker's compensation insurance and employer's liability insurance with limits as required by applicable law; (2) commercial general liability coverage in reference to all activities at and entry onto the Property, in an amount not less than \$2,000,000.00 per occurrence and with an annual aggregate of at least \$2,000,000.00 for (a) bodily injury, death and property damage, including damage to the Property, and (b) contractual liability; and (3) automobile liability insurance with a minimum limit of \$2,000,000.00 per occurrence with an annual aggregate of at least \$2,000,000.00 for bodily injury, death and property damage with respect to any vehicles used in connection with the activities of DEVELOPER or DEVELOPER's agents on the Property. DEVELOPER shall name the Town as an additional insured on all of the above referenced insurance (excluding workers compensation), and shall provide the Town with an accord certificate, reasonably acceptable to the Town, evidencing such coverages. The Town shall have the right to require DEVELOPER to increase such limits when the minimum limits of liability insurance commonly and customarily carried on properties comparable to the Property by responsible owners are more or less generally increased, it being the intention of this sentence to require DEVELOPER to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Property.

5.02 DEVELOPER shall indemnify, reimburse, defend and hold the Town and the Town's affiliates, subsidiaries, members, managers, employees and agents ("Town's Agents") harmless for, from and against all actions, suits, liens, claims, damages, expenses (including reasonable attorney fees) losses, penalties, taxes and liabilities ("Losses") arising out of or attributable to the negligent acts/omissions or willful misconduct of DEVELOPER in the performance of this Agreement or the maintenance, operation and repair of the Property in any manner whatsoever, but excepting for matters which are the result of the negligence or willful misconduct of the Town or its employees or Town's Agents.

ARTICLE 6

CASUALTY

6.01 Casualty. In the event that the Property is damaged by fire, earthquake or other casualty, this Agreement shall remain in full force and effect; provided, however, that DEVELOPER shall have no obligation to provide the Town Spaces or pay the Parking Management Fee until all necessary repairs and replacements required due to the casualty have been completed in accordance with all applicable laws, rules and regulations and all of the Parking Areas as identified in the Parking Plan have been fully restored and available for use. In the event of such casualty, DEVELOPER shall proceed promptly to exercise diligent efforts to restore, or cause to be restored, the Town Spaces to substantially the condition thereof just prior to time of such damage.

ARTICLE 7
TERMINATION

7.01 Termination. During the term hereof, the Town shall have the right to terminate this Agreement by advance written notice to DEVELOPER and each Lender (as such term is hereinafter defined) effective upon the date stated in such notice based on the following:

A. For any default by DEVELOPER in the performance of its duties hereunder, provided that the Town shall give DEVELOPER thirty (30) days written notice and an opportunity to cure such default during such period in the event of a default involving payment of money, or sixty (60) days (or such longer time as may be reasonably necessary if the nature of the default requires additional time for cure) written notice and an opportunity to cure such default during such period in the event of any other default.

B. Either party hereto may give the other party written notice of its intention not to renew this Agreement at least six (6) months prior to the end of the Initial Term, or any 5-year extension thereof but any notice not to renew this Agreement by DEVELOPER, its successors or assigns shall require the prior written consent of each Lender. The parties shall meet within thirty (30) days of said notice of non-renewal, or such later time as they may agree, to negotiate in good faith regarding any issues concerning the implementation of this Agreement that would be resolved through amendment of this Agreement. In the event that no agreement is reached, and the notice of non-renewal is not withdrawn, this Agreement shall terminate at the expiration of the 5-year term then in effect.

7.02 Upon termination of this Agreement, the Town will continue to have its rights to the Town Spaces in the manner described in the Easement Deed. Such use shall expressly not include the right to use the Town Spaces for long term, overflow or permanent parking, including but not limited to the parking of Town-owned vehicles. For purposes of this Agreement and the Easement Deed, "overflow" parking shall refer to the use of the Town Spaces to supplement parking for residents and businesses not located in the Cushing Square area, and "permanent" parking shall refer to the stationing of Town-owned or other fleet or commercial vehicles, and "long term" means durations other than (a) "short term" or "intermediate" as described in this Agreement, or (b) overnight parking (i.e. parking between the hours of 8 p.m. and 8 a.m.)

In the event the Town offers to lease or sell the Town Spaces other than through a public bid process under G.L. c. 30B, § 16, written notice of which shall be given to the Developer in addition to any other notices required by law, the same shall first be offered to the Developer on the same terms and conditions upon which will be offered for sale or lease. The Developer shall have forty-five (45) days within which to accept such offer. This provision will survive termination of this Agreement.

ARTICLE 8
MISCELLANEOUS

8.01 Notice. Any and all notices, demands, requests, consents, or other communications or documents required to be, or which may be, given, delivered or served under or by the terms and provisions of this Agreement or pursuant to regulations or otherwise

(collectively "Notices") shall be in writing and shall be deemed to have been duly given, delivered or served if and when delivered personally or sent postage prepaid, by registered or certified mail, return receipt requested, or by a nationally recognized next day delivery service for which a receipt is provided, addressed as follows:

Town: Town of Belmont
455 Concord Avenue
Belmont, Massachusetts 02478
Attention: Town Administrator /
Manager

DEVELOPER: Belmont Residential LLC
Charles Elliott, Vice President
250 Gibraltar Road
Horsham, PA 19044

or to such other addressee or addressees as may be designated in writing by the Town and DEVELOPER. All notices referred to under this Agreement shall be deemed given and received upon the earlier of (i) the date received or (ii) three (3) days after the date such notice is mailed by United States registered or certified mail as provided above, or placed in the hands of the nationally recognized next day delivery service.

8.02 Assignment; Binding Effect. DEVELOPER shall have no right to assign or transfer this Agreement or any of its rights or duties hereunder in whole or in part or by operation of law or otherwise without the prior written consent of the Town, which consent shall not unreasonably be withheld, provided, however, DEVELOPER without the Town's consent, may assign this Agreement (a) to any lender (A) providing financing to DEVELOPER, its successors and assigns secured, in whole or in part, by the Property, or (B) providing financing to any entity which controls, directly or indirectly, DEVELOPER, its successors and assigns and secured by a pledge or assignment of such entity's ownership interests (a "Lender" or "Lenders" or (b) to a corporation or other entity controlled by, or under the common control of DEVELOPER, whereupon DEVELOPER or its successor or assign shall notify the Town of the identity and address of such Lender(s), corporation or entity, or (c) to the Commercial Owner (which may be a third party), or (d) to a joint venture in which Toll Bros., Inc. (or a commonly controlled or wholly owned affiliate thereof) retains at least a twenty five percent (25%) interest. DEVELOPER shall notify Town in writing of any such assignments ten (10) days prior to such assignments taking effect. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

The Town agrees that the following transfers of ownership interest in the Developer will not be prohibited assignments in any manner under this Agreement: (A) a direct or indirect transfer of the stock of a public company, (B) the direct or indirect creation of new stock in such public company, (C) direct or indirect stock splits or reverse stock splits in such public company, (D) redemption of stock by such public company, (E) the conversion of such public company from a public to a private company, (F) any reorganization, merger, consolidation, recapitalization, or

similar transaction with respect to such public company, or (G) any other transaction that modifies, changes, or affects the ownership or control of such public company.

8.03 Headings. The headings used in this Agreement are for convenience only and are not to be considered in connection with the interpretation or construction of this Agreement.

8.04 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

BELMONT RESIDENTIAL LLC

By: Charles Elliott, Vice President

TOWN OF BELMONT

By: Mark A. Paolillo, Chair,
Board of Selectmen

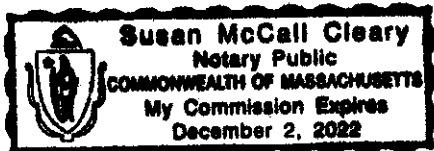
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 26 day of Sept, 2016, before me, the undersigned notary public, personally appeared Mark Paolillo, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, 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 purpose as Bos chair of the Town of Belmont.

McCall Cleary
Public
MASSACHUSETTS

Susan McCall Cleary
Notary Public
My Commission Expires:



similar transaction with respect to such public company, or (G) any other transaction that modifies, changes, or affects the ownership or control of such public company.

8.03 Headings. The headings used in this Agreement are for convenience only and are not to be considered in connection with the interpretation or construction of this Agreement.

8.04 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of The Commonwealth of Massachusetts.

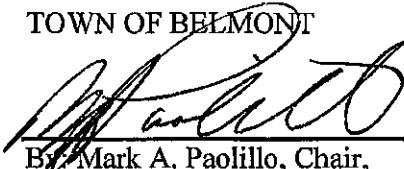
IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

BELMONT RESIDENTIAL LLC



By: Charles Elliott, Vice President

TOWN OF BELMONT



By: Mark A. Paolillo, Chair,
Board of Selectmen

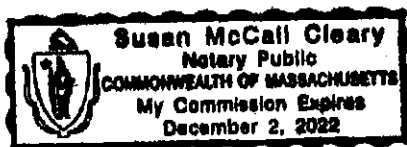
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 26 day of SEPT, 2016, before me, the undersigned notary public, personally appeared Mark Paolillo, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, 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 purpose as Bos chair of the Town of Belmont.



Susan McCall Cleary
Notary Public
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA: ss.

County of Montgomery:

On this 30th day of September, 2016, before me, the undersigned notary public, personally appeared Charles Elliott, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, 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 purpose as Vice President of BELMONT RESIDENTIAL LLC.


Notary Public
My Commission Expires: 4/6/19

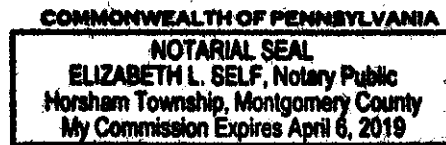


EXHIBIT A

Property Description
(attached)

EXHIBIT A

Parcel 1 - 505-507 Common Street, Belmont, MA

The land with the buildings thereon in Belmont, Middlesex County, Massachusetts being shown as Lot 78 on a plan entitled "Samuel Barnard Estate, Belmont, Mass. dated January 2, 1928 by Fred A. Joyce, Surveyor", recorded with Middlesex South District Registry of Deeds at the end of Book 5260 and bounded and described according to said plan as follows:

SOUTHEASTERLY by said Common Street, thirty-one and 99/100 (31.99) feet;

SOUTHEASTERLY, SOUTHERLY and SOUTHWESTERLY by the Junction of said Common Street and Horne Road, thirty and 78/100 (30.78) feet;

SOUTHWESTERLY by said Horne Road, seventy-eight and 95/100 (78.95) feet;

NORTHWESTERLY by lot 77 on said plan, fifty-four and 50/100 (54.50) feet; and

NORTHEASTERLY by land now or formerly of Mary B. Horne, one hundred (100) feet; subject to and excepting the taking relating to the street line by the Town of Belmont, as shown on plan recorded with said Deeds, Book 7314, Page 45; or, however otherwise said premises may be bounded, measured or described.

Parcel 2- 7 Horne Road, Belmont, MA

A parcel of vacant land situated on the northeasterly side of Horne Road and shown as lot 77 on a plan entitled "Samuel Barnard Estate, Belmont, Mass." dated January 2, 1928, by Fred A. Joyce, Surveyor, recorded with Middlesex South District Deeds on the end of Book 5260, bounded and described as follows:

SOUTHWESTERLY by said Horne Road, sixty-three (63) feet;

NORTHWESTERLY by lot 76 shown on said plan, one hundred four and 63/100 (104.63) feet;

NORTHEASTERLY by land now or formerly of the Barnard Estate, sixty-five and 43/100 (65.43) feet; and

SOUTHEASTERLY in part by the first parcel conveyed by deed of Ruth H. Jenkins dated December 19, 2000 and recorded at the Middlesex South Registry of Deeds in Book 32171, Page 482, and in part by lot 78 shown on said plan, in all one hundred fourteen and 50/100 (114.50) feet.

Containing according to said plan 6944 square feet of land.

Parcel 3 - 495-501 Common Street, Belmont, MA

The land with the buildings thereon now numbered 495-501 on Common Street in Belmont bounded and described as follows:

SOUTHEASTERLY by said Common Street, sixty-four (64) feet;

SOUTHWESTERLY by lot 78 on a plan entitled "Samuel Barnard Estate, Belmont, Mass." dated January 2, 1928, by Fred A. Joyce, Surveyor, recorded with Middlesex South District Deeds on the end of Book 5260, one hundred (100) feet;

NORTHWESTERLY by lot 77 shown on said plan and land now or formerly of Mary B. Horne, sixty-four (64) feet; and

NORTHEASTERLY by land now or formerly of Mary B. Horne, one hundred (100) feet.

Parcel 4 - 527 Common Street, Belmont, MA

The land with the buildings thereon in Belmont, Middlesex County, Massachusetts, shown on a plan of land in Belmont, dated May 24, 1939, made by S. Albert Kaufman, C.E., recorded with the Middlesex South District Registry of Deeds at the end of Book 6297 and also shown as Lots 79, 80, 101, and 102 on a plan entitled "Plan showing Portion of Samuel Barnard Estate, Belmont, Mass.", dated September 3, 1931, by Fred A. Joyce, Surveyor, recorded with said Deeds, Book 5595, Page 311, and bounded and described as follows:

SOUTHWESTERLY by Belmont Street, 148.35 feet;

SOUTHEASTERLY by Common Street, by two lines, 135.53 feet;

EASTERLY by a curved line forming the juncture of Horne Road and Common Street, 32.05 feet;

NORTHEASTERLY by Horne Road, 133.39 feet;

NORTHWESTERLY by Lot 81 on said Joyce plan, 90.12 feet;

NORTHEASTERLY again by said Lot 81, 31.12 feet;

NORTHWESTERLY again by Lot 100 on said Joyce plan, 99.27 feet.

Containing 27,405 square feet of land, be any and all of said measurements more or less, or however otherwise said premises may be bounded, measured or described.

Excepting the strip of land conveyed by deed of Benjamin Yanofsky to the Inhabitants of Belmont, dated May 12, 1941 and recorded with the Middlesex South District Registry of Deeds in Book 6520, Page 458.

Parcel 5 - 102-104 Trapelo Road, Belmont, MA

The land with the buildings thereon situated at the corner of Trapelo Road and Common Street in the Town of Belmont, Middlesex County, Massachusetts, and bounded:

NORTHEASTERLY by Trapelo Road fifty-two and 52/100 (52.52) feet;

EASTERLY by the intersection of said Trapelo Road and Common Street, fifty-three and 20/100 (53.20) feet;

SOUTHEASTERLY by said Common Street about sixty-five and 32/100 (65.32) feet;

SOUTHEASTERLY by land now or formerly of William A. Doe described in deed by Mary B. Horne to said William A. Doe dated October 4, 1922 and recorded with Middlesex South District Deeds, Book 4559, Page 159, ninety-nine and 90/100 (99.90) feet; and

NORTHWESTERLY by land now or late of Anna G. Horne, et al, ninety-nine and 9/100 (99.09) feet.

Containing 8714 sq. ft. being all said measurements, more or less, said premises being Lot C on a Plan of Land in Belmont, Mass. By Fred A. Joyce, Surveyor, dated June 8, 1936, recorded with Middlesex South District Registry of Deeds, Book 6041, Page 237.

Parcel 6 - 112 Trapelo Road, Belmont, MA

That certain parcel of land situated in the Town of Belmont, County of Middlesex, State of Massachusetts, more fully described as follows:

Beginning at a point on the southerly side of Trapelo Road, 6 feet, more or less, westerly from a stone bound said stone bound being at the point of curve of the south side of said Trapelo Road; thence running southerly along land now or formerly of the Town of Belmont, known as the Fire Station lot 123.48 feet; thence running easterly along land now or formerly of Mary B. Horne, 79.17 feet; thence running northerly, 103.13 feet to the south side of Trapelo Road; thence running westerly along the south side of Trapelo Road, 80 feet to the point of beginning.

Parcel 7 - 116 Trapelo Road, Belmont, MA

A certain parcel of land located at the corner of Trapelo Road and Williston Road in the Town of Belmont, Middlesex County, Massachusetts, bounded and described as follows:

Northwesterly by said Williston Road, one hundred twenty-seven and 68/100 (127.68) feet, more or less;

Northerly by the curved intersection of said Williston Road and said Trapelo Road, thirty-three and 77/100 (33.77) feet, more or less;

Northeasterly by said Trapelo Road, one hundred twenty-two and 5/10 (122.5) feet, more or less;

Southeasterly by land now or formerly of Anna G. Horne and Mary B. Horne, one hundred twenty-three and 48/100 (123.48) feet, more or less;

Southwesterly by land now or formerly of Mary A. Gay and Ernest L. Drew Jr., one hundred thirty one (131) feet, more or less.

Containing 18,720 square feet of land, more or less and being the parcel of land designated "Town of Belmont" as shown on "Belmont Planning Board Pan of Land in Belmont, Mass."

dated December 29, 1944, on file in the Town Clerk's Office and recorded with the Middlesex South District Registry of Deeds as Plan No. 200 of 1947.

Parcel 8 – Portion of Horne Road, Belmont, MA

That certain parcel of land located in Belmont, Middlesex County, Commonwealth of Massachusetts, shown as "Portion to be Discontinued and Easement for Utilities and Right of Way" on a plan entitled "Plan of Land in Belmont, MA (Middlesex County)", dated December 22, 2014, Scale: 1" = 20', Prepared by Rober Survey, recorded with the Middlesex South District Registry of Deeds as Plan No. ____ of 2015 and more particularly described as follows.

Beginning at a point on the northwesterly side of Common Street, said point being the most southeasterly corner of said parcel; thence running





NORTHERLY	34.90' by a curve to the left having a radius of 20.00' to a point of tangency; thence running
N49°36'19"W	124.76' to a point; thence turning and running
N40°23'41"E	20.00' to a point; thence turning and running
N49°36'19"W	6.03' to a point; thence turning and running
N40°23'41"E	20.00' to a point; thence turning and running
S49°36'19"E	141.95' to a point; thence running
EASTERLY	27.49' by a curve to the left having a radius of 22.00' to a point of tangency; thence turning and running
S42°12'11"W	by Common Street, 19.48' to a point; thence turning and running
S47°17'09"W	by Common Street, 63.94' to the point of beginning.

Said parcel containing 6,305± S.F. of land according to said plan.

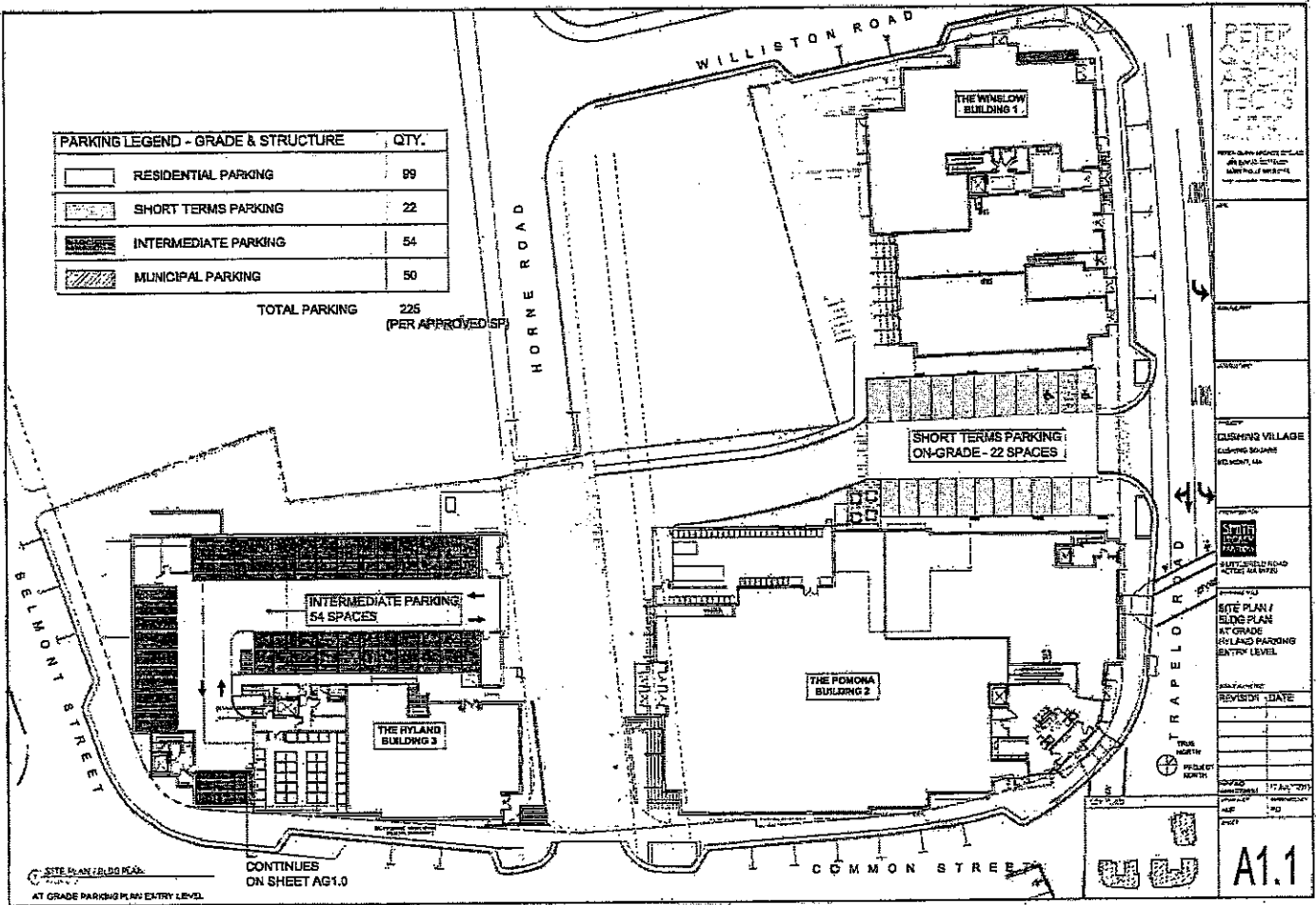
EXHIBIT B

Parking Plan
(attached)

ARTICLE 9

PARKING LEGEND - GRADE & STRUCTURE		QTY.
	RESIDENTIAL PARKING	99
	SHORT TERMS PARKING	22
	INTERMEDIATE PARKING	54
	MUNICIPAL PARKING	50

TOTAL PARKING 225
(PER APPROVED SP)



PETER
ARCHITECTS
INC.

1000 BAY STREET, SUITE 200
ANN ARBOR, MI 48106
TEL: 734.769.1234
WWW.PETERARCHITECTS.COM

DATE: 11/17/2011

PROJECT: 11111111

CLIENT: 11111111

DESIGNER: 11111111

DATE: 11/17/2011

PROJECT: 11111111

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DATE: 11/17/2011





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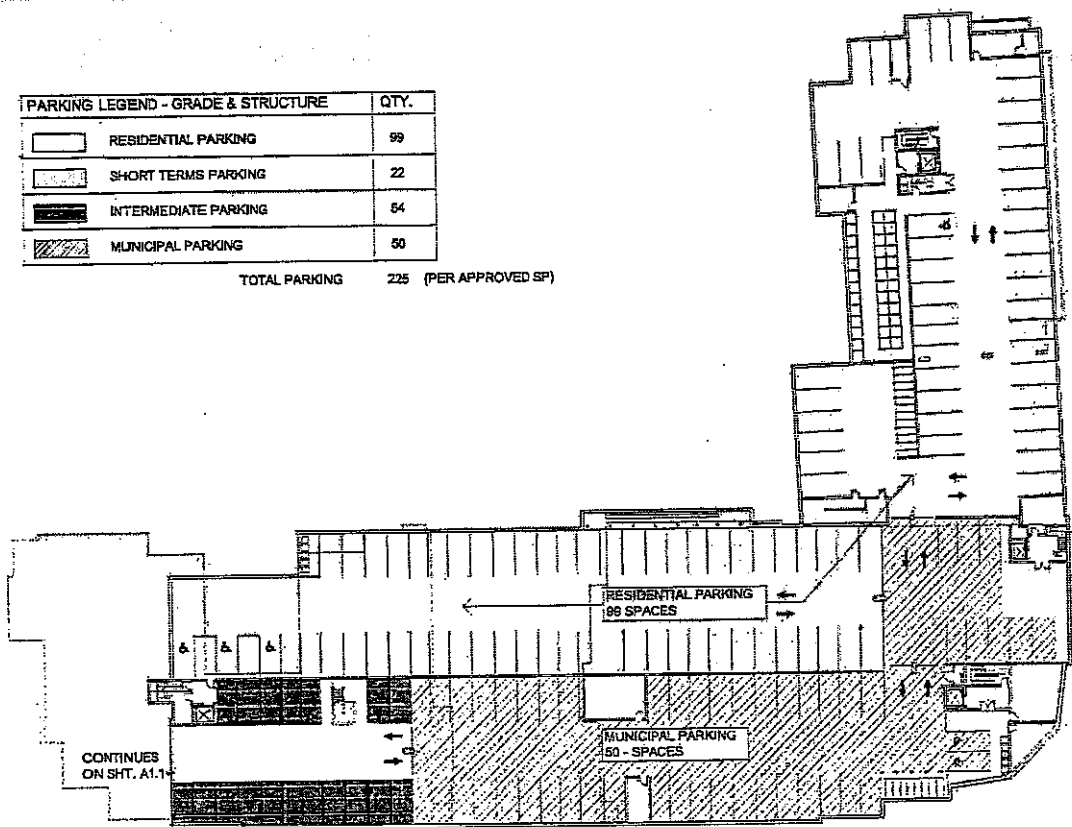
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PROJECT: 11111111

PARKING LEGEND - GRADE & STRUCTURE		QTY.
	RESIDENTIAL PARKING	99
	SHORT TERMS PARKING	22
	INTERMEDIATE PARKING	54
	MUNICIPAL PARKING	50

TOTAL PARKING 225 (PER APPROVED SP)



CONTINUES
ON SHT. A1.1

PETER QUINN
ARCHITECTS
P.C.

1000 STATE ST.
BOSTON, MA 02116
Tel: 617.552.1234

DATE

PROJECT NAME

OWNER

DESIGN TEAM

PHASE

CUSHING VILLAGE

CUSHING SQUARE

BELMONT, MA

PROJECT NO.

1000 STATE ST.

ACTON, MA 01725

APPROVED FOR

UNDERGROUND

PARKING PLAN

(ALL BELOW GRADE)

SCALE: AS NOTED

REVISION | DATE

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Page: 1 of 14 10/19/2016 11:00 AM

fy

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT (the "Memorandum") is made as of this 28th day of September, 2016, by and among **STARR CAPITAL PARTNERS, LLC** ("STARR") with a mailing address of 6 Littlefield Road, Acton, MA 01720, Attn: Christopher L. Starr and **BEMONT RESIDENTIAL LLC** ("**BELMONT**") with a mailing address of 250 Gibraltar Road, Horsham, PA 19044. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement.

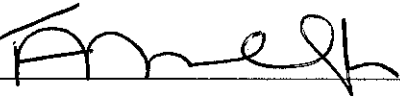
1. Reference is made to that certain Purchase and Sale Agreement dated as of March 14, 2016 (as heretofore amended the "Agreement") by and among **STARR CAPITAL PARTNERS, LLC, SMITH LEGACY PARTNERS SERIES, LLC, SMITH LEGACY PARTNERS II, LLC, 505-507 COMMON STREET, LLC** and **527 COMMON STREET, LLC** (collectively the "Seller") and **BELMONT RESIDENTIAL LLC** ("Buyer").
2. Pursuant to Section 26 of the Agreement, **BELMONT** has granted **STARR** an option to purchase the Retail Unit for the Retail Price with respect to a Project located in the Town of Belmont, Middlesex County, which Project is located on property more particularly described on Exhibit "A" attached hereto and incorporated herein.
3. **STARR** and **BELMONT** desire to record this Memorandum for the purpose of placing the public on notice of the referenced option right. Nothing contained in this Memorandum is intended to or does modify or expand in any way any of the terms or provisions of the Agreement, and the Agreement shall determine and govern the rights and duties of **STARR** and **BELMONT** with respect to the referenced option.
4. This Memorandum may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Memorandum and shall be considered a single document.

Return to:
Mark A. Kablack, Esq.
M.A. Kablack & Associates, P.C.
176 East Main Street, Suite 3
Westborough, MA 01581

IN WITNESS WHEREOF, BELMONT and STARR have executed this Memorandum as of the date first above written.

BELMONT:

BELMONT RESIDENTIAL LLC,
a Delaware limited liability company

By: 

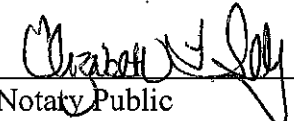
Name: John McCullough
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA:

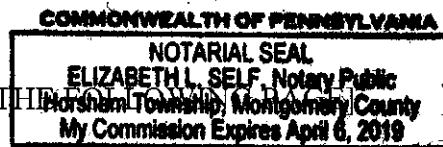
SS.

COUNTY OF MONTGOMERY:

On this 28th day of September, 2016, before me, the undersigned notary public, personally appeared John McCullough proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, 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 purpose as Vice President on behalf of Belmont Residential LLC.


Notary Public
My Commission expires: 4/6/19

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

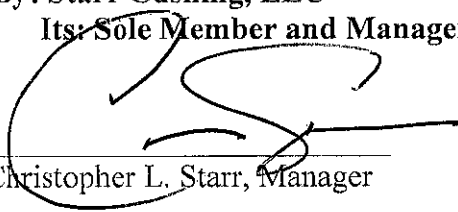


STARR:

STARR CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: Cushing Village Investment, LLC
Its Sole Member and Manager

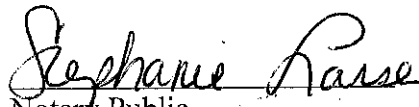
By: Starr Cushing, LLC
Its Sole Member and Manager

By: 
Christopher L. Starr, Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 28 day of September, 2016, before me, the undersigned notary public, personally appeared Christopher L. Starr, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, 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 purpose as Manager of Starr Capital Partners, LLC.


Notary Public

My Commission Expires

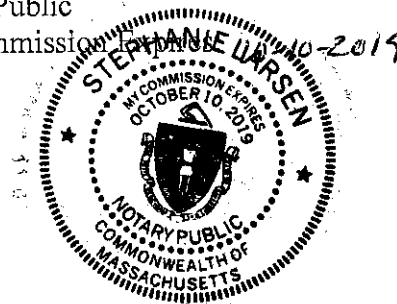


EXHIBIT A

Parcel 1 - 505-507 Common Street, Belmont, MA

The land with the buildings thereon in Belmont, Middlesex County, Massachusetts being shown as Lot 78 on a plan entitled "Samuel Barnard Estate, Belmont, Mass. dated January 2, 1928 by Fred A. Joyce, Surveyor", recorded with Middlesex South District Registry of Deeds at the end of Book 5260 and bounded and described according to said plan as follows:

SOUTHEASTERLY by said Common Street, thirty-one and 99/100 (31.99) feet;

SOUTHEASTERLY, SOUTHERLY and SOUTHWESTERLY by the Junction of said Common Street and Horne Road, thirty and 78/100 (30.78) feet;

SOUTHWESTERLY by said Horne Road, seventy-eight and 95/100 (78.95) feet;

NORTHWESTERLY by lot 77 on said plan, fifty-four and 50/100 (54.50) feet; and

NORTHEASTERLY by land now or formerly of Mary B. Horne, one hundred (100) feet; subject to and excepting the taking relating to the street line by the Town of Belmont, as shown on plan recorded with said Deeds, Book 7314, Page 45; or, however otherwise said premises may be bounded, measured or described.

Parcel 2- 7 Horne Road, Belmont, MA

A parcel of vacant land situated on the northeasterly side of Horne Road and shown as lot 77 on a plan entitled "Samuel Barnard Estate, Belmont, Mass." dated January 2, 1928, by Fred A. Joyce, Surveyor, recorded with Middlesex South District Deeds on the end of Book 5260, bounded and described as follows:

SOUTHWESTERLY by said Horne Road, sixty-three (63) feet;

NORTHWESTERLY by lot 76 shown on said plan, one hundred four and 63/100 (104.63) feet;

NORTHEASTERLY by land now or formerly of the Barnard Estate, sixty-five and 43/100 (65.43) feet; and

SOUTHEASTERLY in part by the first parcel conveyed by deed of Ruth H. Jenkins dated December 19, 2000 and recorded at the Middlesex South Registry of Deeds in Book 32171, Page 482, and in part by lot 78 shown on said plan, in all one hundred fourteen and 50/100 (114.50) feet.

Containing according to said plan 6944 square feet of land.

Parcel 3 - 495-501 Common Street, Belmont, MA

The land with the buildings thereon now numbered 495-501 on Common Street in Belmont bounded and described as follows:

SOUTHEASTERLY by said Common Street, sixty-four (64) feet;

SOUTHWESTERLY by lot 78 on a plan entitled "Samuel Barnard Estate, Belmont, Mass." dated January 2, 1928, by Fred A. Joyce, Surveyor, recorded with Middlesex South District Deeds on the end of Book 5260, one hundred (100) feet;

NORTHWESTERLY by lot 77 shown on said plan and land now or formerly of Mary B. Horne, sixty-four (64) feet; and

NORTHEASTERLY by land now or formerly of Mary B. Horne, one hundred (100) feet.

Parcel 4 - 527 Common Street, Belmont, MA

The land with the buildings thereon in Belmont, Middlesex County, Massachusetts, shown on a plan of land in Belmont, dated May 24, 1939, made by S. Albert Kaufman, C.E., recorded with the Middlesex South District Registry of Deeds at the end of Book 6297 and also shown as Lots 79, 80, 101, and 102 on a plan entitled "Plan showing Portion of Samuel Barnard Estate, Belmont, Mass.", dated September 3, 1931, by Fred A. Joyce, Surveyor, recorded with said Deeds, Book 5595, Page 311, and bounded and described as follows:

SOUTHWESTERLY by Belmont Street, 148.35 feet;

SOUTHEASTERLY by Common Street, by two lines, 135.53 feet;

EASTERLY by a curved line forming the juncture of Horne Road and Common Street, 32.05 feet;

NORTHEASTERLY by Horne Road, 133.39 feet;

NORTHWESTERLY by Lot 81 on said Joyce plan, 90.12 feet;

NORTHEASTERLY again by said Lot 81, 31.12 feet;

NORTHWESTERLY again by Lot 100 on said Joyce plan, 99.27 feet.

Containing 27,405 square feet of land, be any and all of said measurements more or less, or however otherwise said premises may be bounded, measured or described.

Excepting the strip of land conveyed by deed of Benjamin Yanofsky to the Inhabitants of Belmont, dated May 12, 1941 and recorded with the Middlesex South District Registry of Deeds in Book 6520, Page 458.

Parcel 5 - 102-104 Trapelo Road, Belmont, MA

The land with the buildings thereon situated at the corner of Trapelo Road and Common Street in the Town of Belmont, Middlesex County, Massachusetts, and bounded:

NORTHEASTERLY by Trapelo Road fifty-two and 52/100 (52.52) feet;

EASTERLY by the intersection of said Trapelo Road and Common Street, fifty-three and 20/100 (53.20) feet;

SOUTHEASTERLY by said Common Street about sixty-five and 32/100 (65.32) feet;

SOUTHEASTERLY by land now or formerly of William A. Doe described in deed by Mary B. Horne to said William A. Doe dated October 4, 1922 and recorded with Middlesex South District Deeds, Book 4559, Page 159, ninety-nine and 90/100 (99.90) feet; and

NORTHWESTERLY by land now or late of Anna G. Horne, et al, ninety-nine and 9/100 (99.09) feet.

Containing 8714 sq. ft. being all said measurements, more or less, said premises being Lot C on a Plan of Land in Belmont, Mass. By Fred A. Joyce, Surveyor, dated June 8, 1936, recorded with Middlesex South District Registry of Deeds, Book 6041, Page 237.

Parcel 6 - 112 Trapelo Road, Belmont, MA

That certain parcel of land situated in the Town of Belmont, County of Middlesex, State of Massachusetts, more fully described as follows:

Beginning at a point on the southerly side of Trapelo Road, 6 feet, more or less, westerly from a stone bound said stone bound being at the point of curve of the south side of said Trapelo Road; thence running southerly along land now or formerly of the Town of Belmont, known as the Fire Station lot 123.48 feet; thence running easterly along land now or formerly of Mary B. Horne, 79.17 feet; thence running northerly, 103.13 feet to the south side of Trapelo Road; thence running westerly along the south side of Trapelo Road, 80 feet to the point of beginning.

Parcel 7 - 116 Trapelo Road, Belmont, MA

A certain parcel of land located at the corner of Trapelo Road and Williston Road in the Town of Belmont, Middlesex County, Massachusetts, bounded and described as follows:

Northwesterly by said Williston Road, one hundred twenty-seven and 68/100 (127.68) feet, more or less;

Northerly by the curved intersection of said Williston Road and said Trapelo Road, thirty-three and 77/100 (33.77) feet, more or less;

Northeasterly by said Trapelo Road, one hundred twenty-two and 5/10 (122.5) feet, more or less;

Southeasterly by land now or formerly of Anna G. Horne and Mary B. Horne, one hundred twenty-three and 48/100 (123.48) feet, more or less;

Southwesterly by land now or formerly of Mary A. Gay and Ernest L. Drew Jr., one hundred thirty one (131) feet, more or less.

Containing 18,720 square feet of land, more or less and being the parcel of land designated "Town of Belmont" as shown on "Belmont Planning Board Pan of Land in Belmont, Mass."

dated December 29, 1944, on file in the Town Clerk's Office and recorded with the Middlesex South District Registry of Deeds as Plan No. 200 of 1947.

Parcel 8 – Portion of Horne Road, Belmont, MA

That certain parcel of land located in Belmont, Middlesex County, Commonwealth of Massachusetts, shown as "Portion to be Discontinued and Easement for Utilities and Right of Way" on a plan entitled "Plan of Land in Belmont, MA (Middlesex County)", dated December 22, 2014, Scale: 1" = 20', Prepared by Rober Survey, recorded with the Middlesex South District Registry of Deeds as Plan No. ____ of 2015 and more particularly described as follows.

Beginning at a point on the northwesterly side of Common Street, said point being the most southeasterly corner of said parcel; thence running

NORTHERLY	34.90' by a curve to the left having a radius of 20.00' to a point of tangency; thence running
N49°36'19"W	124.76' to a point; thence turning and running
N40°23'41"E	20.00' to a point; thence turning and running
N49°36'19"W	6.03' to a point; thence turning and running
N40°23'41"E	20.00' to a point; thence turning and running
S49°36'19"E	141.95' to a point; thence running
EASTERLY	27.49' by a curve to the left having a radius of 22.00' to a point of tangency; thence turning and running
S42°12'11"W	by Common Street, 19.48' to a point; thence turning and running
S47°17'09"W	by Common Street, 63.94' to the point of beginning.

Said parcel containing 6,305± S.F. of land according to said plan.

Exhibit B

Retail Unit Commercial Take-off Showing 38,282 sq.ft.

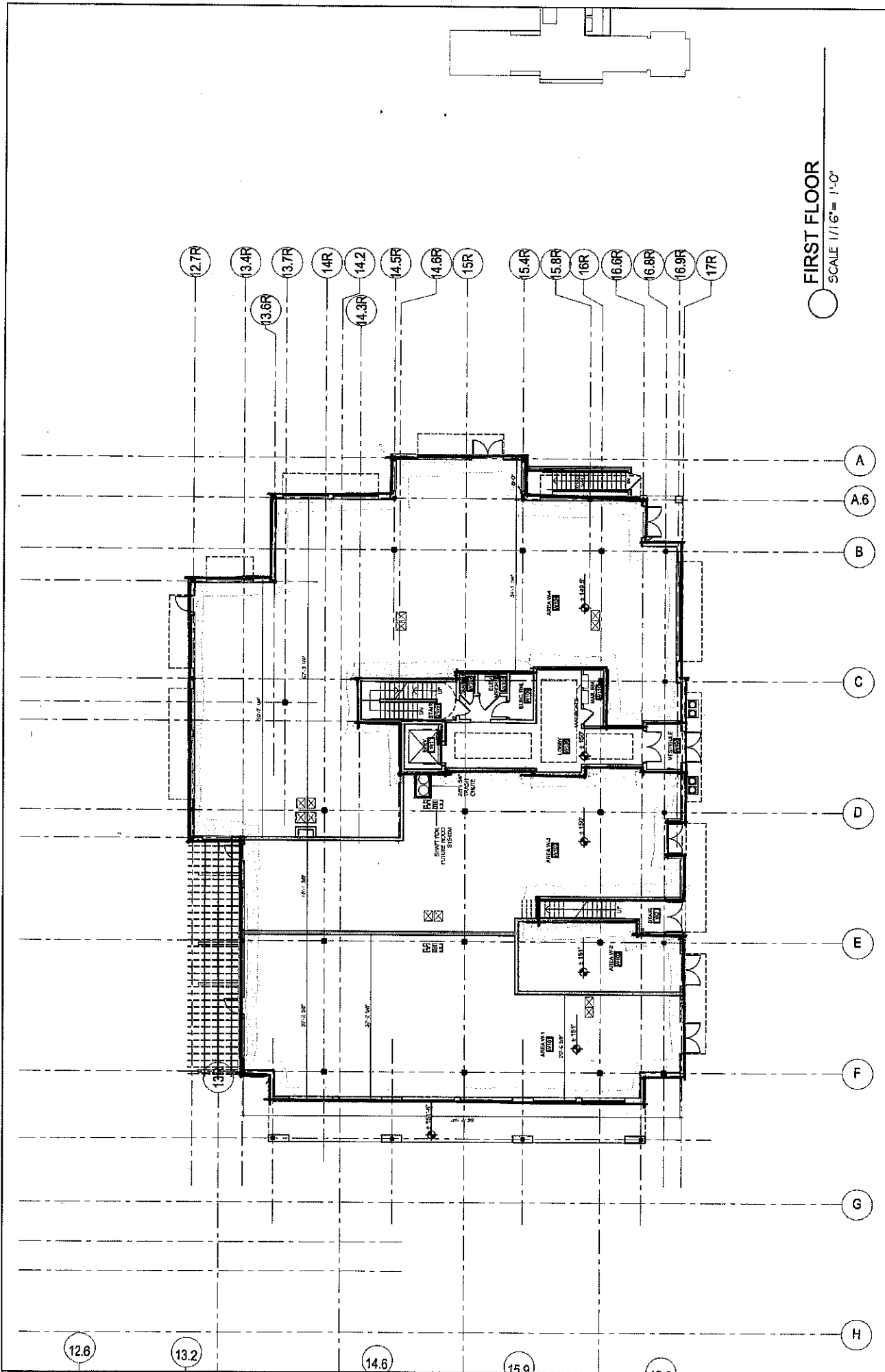
CUSHING VILLAGE - Commercial Take-off

26-Sep-16

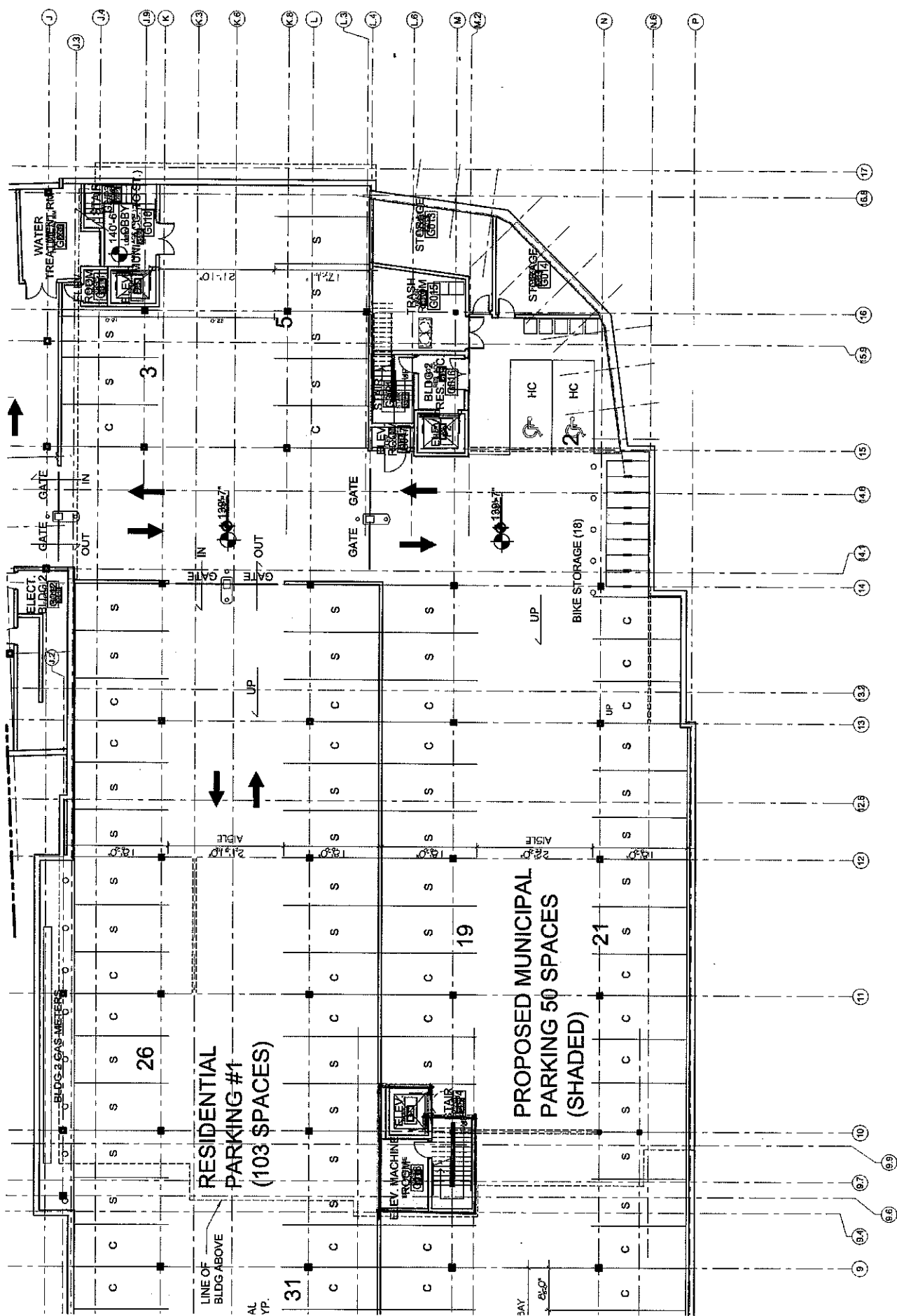
Provided by PQA LLC

Methodology: Outside/outside wall to CL of demising wall. This is essentially the GFA Calculation for Belmont Zoning puposes except that some of the commerical 'cellar area' does not figure as GFA, as noted in table. below. All dimensions are approximate, subject to field verification. See attached mark-up plans for highlighted areas.

Building	GFA per zoning	Add'l Cellar Area (Not Zoning GFA)	Total
Winslow - Street Level	10,030	0	10,030
Pomona - Street Level	19,500	0	19,500
Pomona - Parking Level	0	406	406
Hyland - Horne Rd Level	2,319	1,382	3,701
Hyland - Parking Level		391	391
Hyland - Fitness Level	0	4,254	4,254
Totals	31,849	6,433	38,282



○ FIRST FLOOR
SCALE 1/16" = 1'-0"



PETER QUINN ARCHITECTS
ARCHITECTURE
PLANNING
COMMUNITY DESIGN
PETER QUINN ARCHITECTS LLC
239 ELM ST. SUITE 301
SPRINGFIELD MA 01104
PH: 413-255-1000 FAX: 413-255-1001

SEAL

CORPSE 2017

CORPSE 2017

PROJECT
CUSHING VILLAGE
CUSTOMER: CUSHING
BELLINGHAM, MA

PREPARED FOR
SMITH GROUP
PARKING
810 E. BROAD RD
ACTION, MA 01720

DESIGNED BY
PARKING ENTRY
PLAN

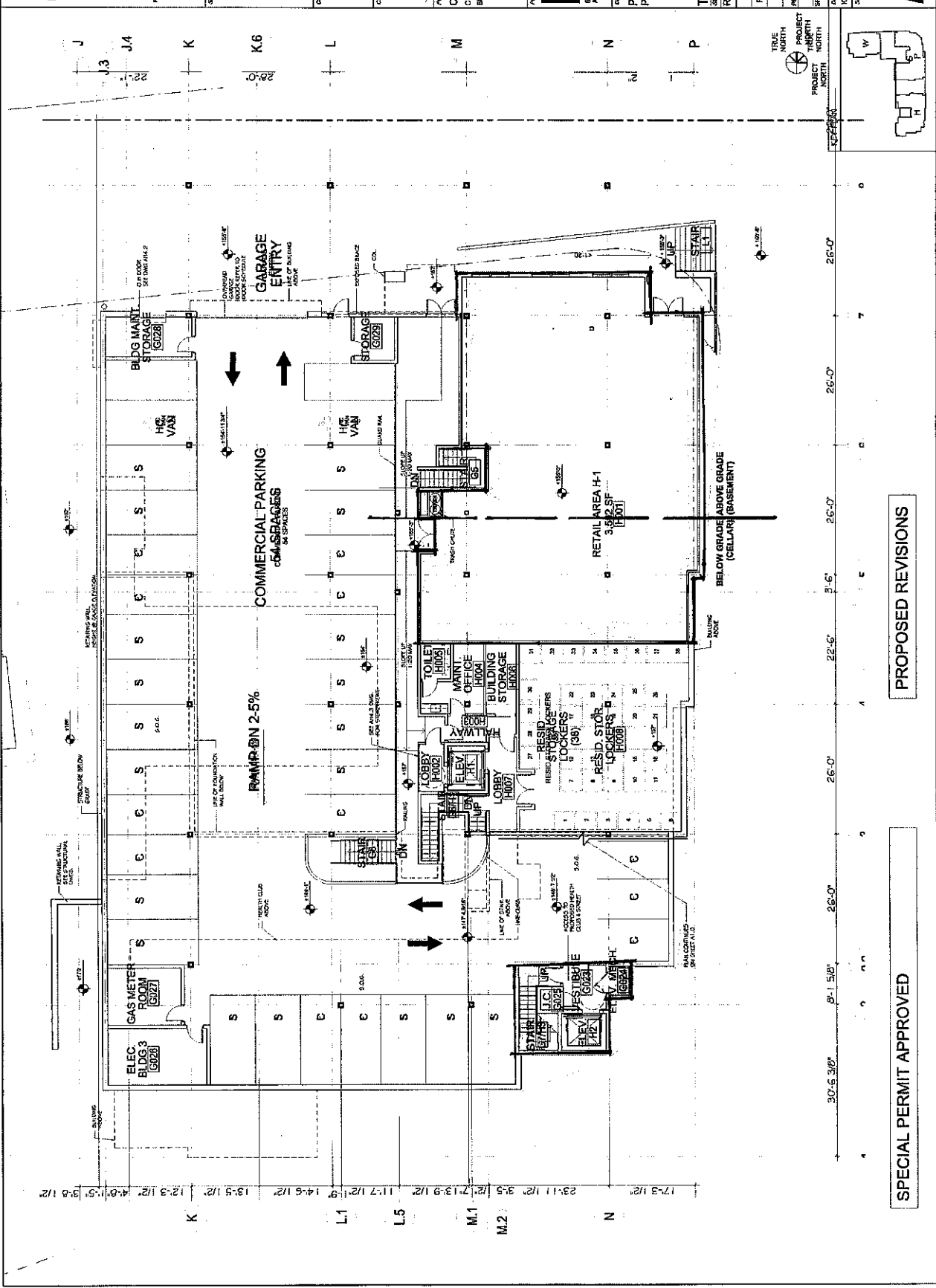
THE HYLAND
SEAL 1/18/2018

REVISION DATE

PROGRESS	14 OCT 2015
PR. MTS	16 DEC 2014
PR. MTS	16 NOV 2014
UPDATE	16 NOV 2014
SPECIAL PERMIT	23 OCT 2014
DATE	16 NOV 2014
BY	HYLAND
DATE	16 NOV 2014
BY	HYLAND

SHEET

AG1.1



PETER
QUINN
ARCHI
TECTS

ARCHITECTURE
PLANNING
COMMUNITY DESIGN

PETER QUINN ARCHITECTS LLC
230 ELM ST. SUITE 301
SCHEFFIELD MA 01014
PH: 508-361-1400 FAX: 508-361-1400

SCALE

CONSULTANT

CONSULTANT

PROJECT
CUSHING VILLAGE
CUSHING SQUARE
SELYMONT, MA

PREPARED FOR

SMITH
HARRIS
ARCHITECTS
100 WILSON ROAD
ACTON, MA 01720

PREPARED BY

THE HYLAND
BUILDING

REVISION DATE

PROGRESS 14 OCT 2015

PR. MET 16 DEC 2014

PRESENTATION 23 NOV 2014

UPDATE 18 NOV 2014

SPECIAL PERMIT 28 OCT 2015

DESIGNED BY

DESIGNED BY

DESIGNED BY

DESIGNED BY

DESIGNED BY

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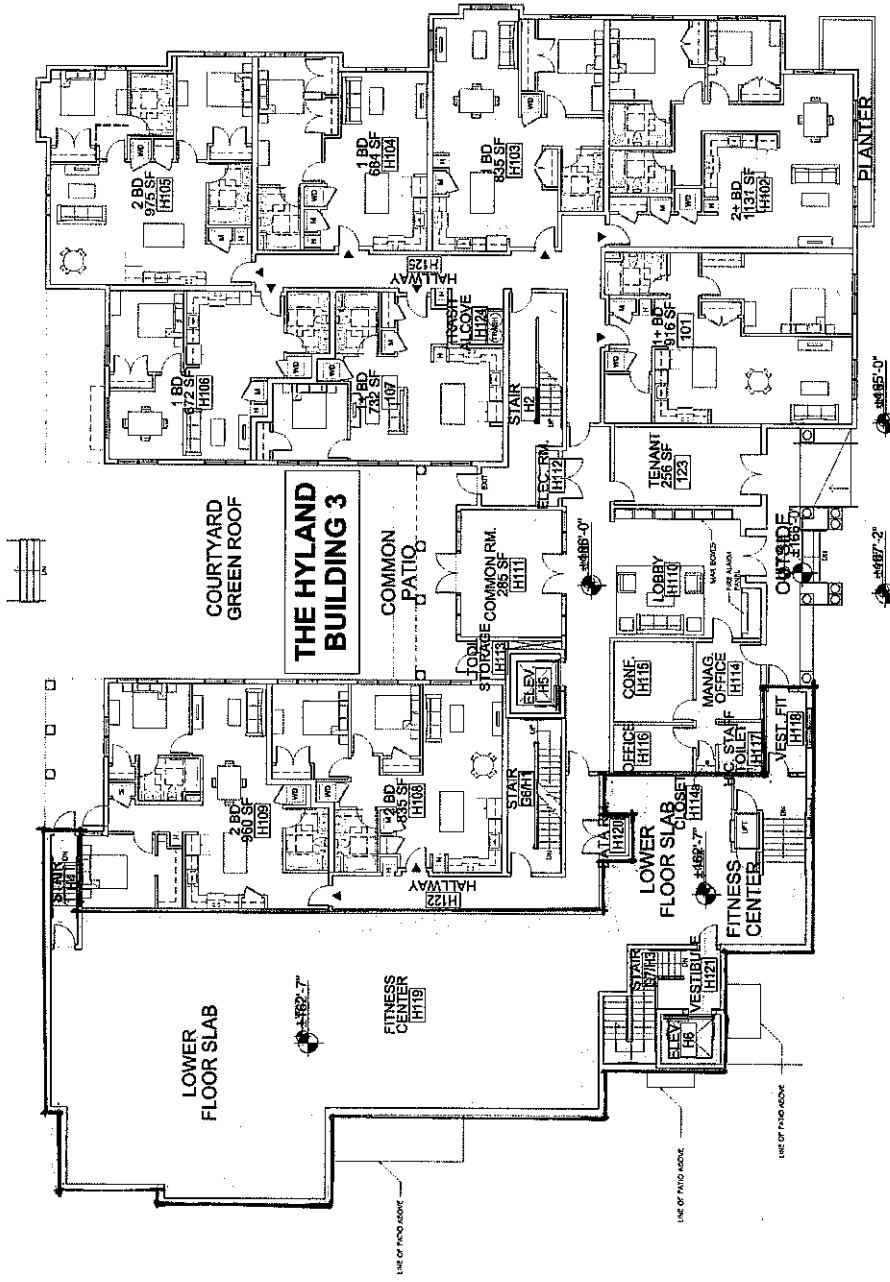
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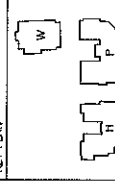
HYLAND BUILDING
FIRST FLOOR PLAN
① SCALE 1/8" = 1'-0"

PROPOSED REVISIONS

SPECIAL PERMIT APPROVED



KEY PLAN



AH1.2