

**DEVELOPMENT AGREEMENT PERTAINING TO
DESIGN AND DEVELOPMENT OF A NEW SENIOR CENTER FOR THE TOWN OF
HALIFAX IN CONNECTION WITH ESTABLISHMENT OF A SENIOR HOUSING OVERLAY
ZONING DISTRICT AND NEW SENIOR HOUSING DEVELOPMENT ON THE
MONPONSETT STREET PROPERTIES, HALIFAX, MA**

Draft as of November 21, 2023.

To see if Town Meeting will vote to approve a Development Agreement substantially in the form set forth below with the owners of the properties located at 265 and 266 Monponsett Street in Halifax, to advance and implement the design and development of a new Senior Center for the Town of Halifax in connection with the establishment of a Senior Housing Overlay District and new senior housing development thereon, and to authorize the Halifax Board of Selectmen and the Town Administrator to finalize and execute the same on behalf of the Town:

DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is entered into as of this ____ day of _____, 2024, by and between the **Town of Halifax** (the “**Town**”), acting by and through its Board of Selectmen, and **Lloyd Geisinger**, as Trustee of the **265 Monponsett Street Realty Trust**, u/d/t dated May 12, 2022, as evidenced by a Trustee’s Certificate Pursuant to M.G.L. c. 184 § 35 recorded with the Plymouth County Registry of Deeds (the “**Registry**”), in Book 56872, Page 87, and as Trustee of the **266 Monponsett Street Realty Trust**, u/d/t dated August 1, 2022, as evidenced by a Trustee’s Certificate Pursuant to M.G.L. c. 184 § 35 recorded with the Registry in Book 57097, Page 327 (together, the “**Owners**”). Together, the Town and Owners are referred to herein as the “**Parties**.”

BACKGROUND

A. Pursuant to the following two (2) deeds, Owners own those certain parcels of real property located at 265 and 266 Monponsett Street in the Town (such parcels collectively, as further described on Exhibit A, attached hereto and hereby made a part hereof, the “**Site**”): (i) Quitclaim Deed from Allison J. Keating, dated May 15, 2022, and recorded with the Registry in Book 56872, Page 90; and (ii) Quitclaim Deed from Fabroski Realty Group and Construction, LLC, dated August 1, 2022, and recorded with the Registry in Book 57097, Page 330.

B. This Agreement is entered into by the Parties to establish the framework for the redevelopment of the Site for senior housing to be occupied by households in which at least one (1) person is fifty-five (55) years of age or older (“**Senior Housing**”), to describe the terms and conditions under which the Owners agree to convey two (2) parcels of land currently a part of the Site to the Town for the sum of Ten Dollars (\$10) each (the “**Senior Center Parcels**”), and to set forth the commitments and process that will be followed with respect to the construction of a Town Senior Center to be built on one of these parcels and Town owned and operated Pickleball courts to be built on the other, as set forth on the “Proposed Parcel Plan” attached hereto and hereby incorporated herein as Exhibit B (the “**Proposed Parcel Plan**”).

C. The development of the Town Senior Center, exclusive of furnishings, and Pickleball courts (hereinafter sometimes referred to together as the “**Senior Center Project**”) is to be accomplished by the conveyance of the Senior Center Parcels by Owners to the Town as the site for the Senior Center Project upon the adoption by Town Meeting of the Town Meeting Articles as described in Recital F, below. The construction of the Senior Center Project is to be funded by:

- (i) One Million Two Hundred Thousand Dollars (\$1,200,000) from funds previously authorized by Town Meeting for the construction of a new senior center for the Town; and
- (ii) Up to Two Million Six Hundred Thousand Dollars (\$2,600,000) in mitigation payments to be made by Owners in up to seventy-two (72) installments (“**Mitigation Installment Payments**”). Such installments are to be made as and when certificates of occupancy are issued for individual Senior Housing units as set forth in Section 2.3(b), below.

D. As further set forth in this Agreement, if the construction of the Senior Housing units is not begun or completed for any reason, the Town will, nevertheless, retain the Senior Center Parcels and any Mitigation Installments Payments previously made, and may otherwise pursue the development of a senior center. The existing improvements on, and the agreed upon future development of certain portions of, the Site are more particularly described and depicted on a certain plan of land entitled “Master Development Plan,” attached hereto and incorporated herein as Exhibit C (the “**Master Development Plan**”).

E. Owners have proposed to construct a Senior Housing development at the remainder of the Site (the “**Master Development Parcels**”) consisting of not more than one hundred two (102) dwelling units in total, together with the uses accessory thereto, including without limitation, at Owners’ sole discretion, management offices, accessory parking, a social and community center, a private swimming pool, health and fitness center, and other amenity space (collectively, the “**Project**”). Owners have agreed that if and to the extent they pursue development of the Project, all development of the Site shall be performed pursuant to, and subject to the requirements and limitations of, the Master Development Plan and the Senior Housing By-Law (as hereinafter defined), subject to the provisions of Sections 1.1 and 1.2 below.

F. In furtherance of the foregoing objectives, the Town will present certain warrant articles to Town Meeting, including, without limitation: (i) amendment of the Town’s Zoning Map to rezone a portion of the Site at 265 Monponsett Street as Commercial Business as set forth on the Proposed Parcel Plan; (ii) adoption of a new Senior Housing Overlay District (the “**Senior Housing Overlay**”) under the Town’s Zoning By-Law that contains bulk and dimensional requirements that allow the Master Development Plan to be constructed on the Master Development Parcels subject to Planning Board Site Plan approval, together with an amendment to the Town Zoning Map including the Master Development Parcels within the Senior Housing Overlay Zoning District; (iii) designation of the Master Development Parcels as an “eligible location” under M.G.L. c. 40A §5, allowing the foregoing zoning amendments to be adopted by a simple majority vote of Town Meeting; (iv) approval of the Master Development Plan; (v) the authorization for the Board of Selectmen to accept the conveyance of the Senior

Center Parcels and the grant of certain easements to the Town, and, if necessary, to convey certain easements to Owners; and (vi) authorization for the Board of Selectmen to execute this Agreement (collectively, the “**Town Meeting Articles**”).

G. The development of the Project shall be subject to the terms and restrictions set forth in this Agreement. Owners shall impose such restrictions and undertake and complete such obligations, as set forth in this Agreement.

H. The Parties wish to enter into this Agreement to memorialize their mutual understandings, commitments, and agreements regarding the Project.

1. Master Development Plan and Project.

1.1 If all of the Town Meeting Articles are adopted as set forth in the Warrant for such Articles (or the same are adopted with such changes as are accepted by both the Town and the Owners in writing), and all permits necessary to begin construction of the Project on the Master Development Parcels are issued and no appeal has been filed or any appeal filed has been fully resolved to the satisfaction of the Owners, then the owners will convey to the Town the Senior Center Parcels for Ten Dollars (\$10) each, and agree that they will not commence construction activity at the Master Development Parcels except for that which is authorized by the Halifax Zoning By-Law, as amended to include the Senior Housing Overlay, and this Agreement. Notwithstanding anything herein to the contrary, the provisions of this Section 1.1 will be binding and effective immediately upon passage of the Town Meeting Articles; provided, in the event that the Attorney General fails to approve, explicitly or otherwise, the Town Meeting Articles or any provision thereof after this Section 1.1 becomes effective, (i) the Parties shall continue to be bound by this Section 1.1 if the Town Meeting Articles (as amended and approved by the Attorney General) are accepted by both the Town and Owners in writing; or (ii) if the Town Meeting Articles (as amended and approved by the Attorney General) are not so accepted in writing, the Parties agree to confer in good faith until the next annual Town Meeting regarding the implementation of alternatives which comport to the findings of the aforesaid Attorney General and most nearly accomplish the original intention of the Parties. If the Parties are unable to agree upon and obtain approval for the implementation of such alternatives by the next annual Town Meeting, then the Town Meeting Articles shall be deemed not adopted, and this entire Agreement shall be deemed null and void in accordance with Section 1.2 below.

1.2 If the Town Meeting Articles are not all adopted as set forth in the Warrant for such Articles (or the same are adopted with such changes as are not accepted by both the Town and Owners in writing), then this Agreement shall be null and void and of no further force and effect, and Owners shall retain all of its rights to develop the Site.

2. Town Senior Center and Pickleball Courts.

2.1 The Parties estimate that construction of the Senior Center, exclusive of furnishings, and the Pickleball courts will cost Three Million Four Hundred Thousand Dollars (\$3,400,000) (the “**Senior Center Cost Estimate**”). The Senior Center Cost Estimate is based on the plans and specifications set forth in Exhibit D. In accordance with the Town Meeting Articles,

funding for the Senior Center and Pickleball courts will come from a combination of funds previously set aside by Town Meeting and mitigation payments that the Owners agree to make in connection with the construction of the Project.

2.2 Town Meeting previously approved the expenditure of One Million Seven Hundred Thousand Dollars (\$1,700,000) for the design and construction of the Senior Center. Pursuant to this Agreement, the Town Meeting Articles will seek authorization to repurpose up to One Million Two Hundred Thousand Dollars (\$1,200,000) of these funds for the construction of the Senior Center on the larger of the Senior Center Parcels.

2.3 Owners agree to make up to Two Million Six Hundred Thousand Dollars (\$2,600,000) in the aggregate in Mitigation Installment Payments, provided Town Meeting takes the actions described in Section 1, above, and subject to the following conditions:

- (a) The total amount of the Mitigation Installment Payments will equal the cost of the winning bid to build the Senior Center and Pickleball courts minus One Million Two Hundred Thousand Dollars (\$1,200,000). However, in no event shall Owners be obligated to contribute more than Two Million Six Hundred Thousand Dollars (\$2,600,000), the Town allocation plus the Mitigation Payment equals Three Million Eight Hundred Thousand Dollars (\$3,800,000), providing a contingency and a cushion against inflation of just over ten percent (10%).
- (b) Owners shall be permitted to make the Mitigation Installment Payments in up to seventy-two (72) installments with an installment payment due at the time that each occupancy permit is issued for a Senior Housing unit permitted to be built at the 265 Monponsett Street portion of the Master Development Parcels, which shall be the first portion of the Master Development Parcels to be developed, provided that to the extent that the final permits allow less than seventy-two (72) units on such portion of the Master Development Parcels, each installment payment shall equal the total mitigation amount divided by that smaller number of permitted units. By way of example, if the total bid to build the Senior Center equals Three Million Five Hundred Thousand Dollars (\$3,500,000), the Mitigation Installment Payments would equal Two Million Three Hundred Thousand Dollars (\$2,300,000) requiring a payment prior to the issuance of each of the anticipated seventy-two (72) occupancy permits equal to Thirty-one Thousand Nine Hundred Ninety-four Dollars (\$31,994).

2.4 Upon the issuance of the thirty-sixth (36th) occupancy permit for a unit built at the 265 Monponsett Street portion of the Master Development Parcels, Owners will provide the Town with a bond securing the remaining thirty-six (36) payments thereby securing the remaining Mitigation Installment Payments and allowing the Town to proceed with construction of the Senior Center and Pickleball courts.

2.5 The Town agrees that Thorndike Construction Corporation, a company affiliated with Owners and which has in-house architectural, engineering and construction management expertise, is a company permitted to bid, on an equal footing, in response to solicitations by the

Town for the design, engineering, and construction of the Senior Center and Pickleball courts and the associated site work.

2.6 The Town agrees to undertake the following actions necessary to complete the Senior Center and Pickleball courts:

- (a) Within fifteen (15) days after Town Meeting approval of the Town Meeting Articles, the Town will retain the services of an Owner's Project Manager to advise and assist the Town with pursuit of the design, engineering, and construction of the Senior Center and Pickleball courts.
- (b) Within sixty (60) days after Town Meeting approval of the Town Meeting Articles, the Town will solicit bids for the design and engineering of the Senior Center and Pickleball courts and diligently and continuously pursue their completion as speedily as possible.
- (c) Within sixty (60) days after Owners receive their first building permit for the first Project building, but no sooner than one hundred eighty (180) days after the Town solicits bids for the design and engineering of the Senior Center and Pickleball courts, the Town will solicit bids for the construction of the Senior Center.
- (d) Within sixty (60) days after the Town receives the 36th mitigation payment described in Section 2.7 and Owners providing the Town with a bond for the remainder of the payments or paying the amount in full, the Town agrees to authorize its designated contractor to begin work on the Senior Center and Pickleball courts and to pursue their completion diligently and continuously until its completion as speedily as possible.

3. Senior Housing Development.

3.1 In accordance with the Master Development Plan, the Owners will construct:

- (a) up to 72 units of Senior Housing on the 265 Monponsett Street property arranged in two (2) three (3)-story buildings each consisting of thirty-six (36) housing units;
- (b) 30 units of senior housing included in one three story building on the 266 Monponsett Street property; and
- (c) accessory uses thereto, including, at Owners' sole discretion, without limitation, management offices, accessory parking, a social and community center, a private swimming pool, health and fitness center, and other amenity space typically included as part of a Senior Housing development.

3.2 All Project buildings will be constructed pursuant to the plans and specifications included in Exhibit D.

3.3 All units within the project shall be sold as condominiums and be part of either one or two condominium associations each subject to a Master Deed and Declaration of Trust (the

“Condominium Associations”). These documents will include the following requirements:

- (a) No children younger than the age of 18 shall be permitted to permanently reside in a unit; and
- (b) At least 80% of the units must be occupied by at least one adult who has reached the age of 55.

3.4 Of the 102 units to be constructed, thirty-three (33) of the units shall be one bedroom, fifty-one (51) shall be two bedrooms, and eighteen (18) shall be three bedrooms. Provided that the condominium documents provide the provisions as described in Section 3.2, the mix of one , two and three bedroom units may be adjusted by the Owners to meet market demand.

4. Mitigation.

4.1 The final site plans submitted in connection with the Owners’ application for site plan approval under the Senior Housing Overlay Zoning Bylaw shall include the following improvements (collectively, the **“Mitigation Improvements”**):

- (a) construction of a new pedestrian crossing between 265 Monponsett Street and 266 Monponsett Street;
- (b) Construction of a sidewalk from entrance to 265 Monponsett Street up to the intersection of Monponsett Street and Route 106;
- (c) Installation of 16 Arborvitae shrubs at least six feet tall along the property line between 266 Monponsett and 254 Monponsett Street;
- (d) Installation of 16 Arborvitae shrubs at least six feet tall along the property line between 266 Monponsett and Halifax Meadows; and
- (e) Placement of a conservation restriction on approximately 12.4 acres of land at 265 Monponsett Street (See Exhibit D).

4.2 In recognition of the benefit to the Town of the contributed land, the Town agrees that all local fees normally paid to the Town in connection with the construction of the condominium project will be reduced by fifty percent (50%). In addition, all local fees due in connection with the construction of the Senior Center and Pickleball courts shall be paid by the Town and shall not be included in the scope of construction contract.

4.3 No other mitigation payments will be due from Owners in connection with the construction of the Senior Housing Project.

4.4 No certificate of occupancy will be issued for the last condominium building until construction of the Mitigation Improvements have been substantially completed to the reasonable satisfaction of the Building Inspector.

5. General Provisions.

5.1 Cooperation

To facilitate the development of the Project and the realization of the provision of open space, senior housing, transportation improvements, and other benefits contemplated under this Agreement, the Town agrees, to the extent permissible by law, to cooperate with Owners in obtaining any necessary permits and approvals (or modifications thereto) to construct and operate the Project.

5.2 Successors and Assigns

- (a) This Agreement shall be binding upon Owners and their successors and assigns, shall run with the land described in Exhibit A, and shall be recorded with the Registry and properly indexed to the chain of title.
- (b) The Parties agree that the Owners may subdivide, or seek endorsement of an Approval Not Required Plan for division of, the Site (including, without limitation, through the creation of one or more condominiums or long term ground leases) and may transfer all or any subdivided portion of the Site to another entity (each a “**New Entity**”), with this Agreement and all its provisions and requirements running with the land, such that:
 - (i) this Agreement shall run with the land to each subdivided portion of the Site, shall be binding upon and inure to the benefit of the Owners in so far it is the Owners of the Site, and to each of its successors and assigns as to the rights and obligations that arise under this Agreement during their respective period of ownership of the Site and/or their respective subdivided portion(s) of the Site, and each predecessor-in-title shall be forever released from this Agreement with respect to a subdivided portion of the Site upon providing the Town with a copy of a written acknowledgment from its immediate successor-in-title that: (i) such successor-in-title is bound by the terms of this Agreement and (ii) this Agreement shall be enforceable against such successor by the Board of Selectmen with respect to such successor’s subdivided portion(s) of the Site; and
 - (ii) the obligations created hereunder shall not be treated as assigned by the Owners until the written acknowledgment from a New Entity is provided to the Town in accordance with the foregoing subsection; provided, however, failure to provide the written acknowledgement specified in the foregoing subsection shall not affect the applicability of this Agreement on any New Entity or successor-in-title to the Site or any portion thereof.

5.3 Notices

Notices, when required hereunder, shall be deemed sufficient if sent by registered mail or overnight delivery (e.g., Fed Ex or UPS) to the Parties at the following addresses:

Town:

Town of Halifax
499 Plymouth Street
Halifax, MA 02338
Attention: Cody Haddad, Town Administrator

Town Counsel:

Brooks & DeRensis, P.C.
260 Franklin Street, Suite 700
Boston, MA 02110
Attention: Paul R. DeRensis, Esq.

Owners:

265 Monponsett Street Realty Trust
266 Monponsett Street Realty Trust
c/o Thorndike Development Corporation
8 Pleasant Street, Suite A-2
South Natick, MA 01760

Owners' Counsel:

Robinson & Cole LLP
One Boston Place, 25th Floor
Boston, MA 02108
Attention: Matthew J. Lawlor, Esq.

Notices shall also be given to such other parties as a Party may reasonably request.

5.4 Force Majeure

Owners shall not be considered to be in breach of this Agreement for so long as the Owners is unable to complete work or take action as required under this Agreement due to a force majeure event, including, but not limited to, acts of God, war, embargo, pandemic, epidemic, acts or threats of terrorism, general strikes or riot, or other events beyond the reasonable control of Owners, including without limitation, Owners' inability to obtain any and all governmental approvals as may be reasonable or necessary to complete the development of the Project.

5.5 Default; Opportunity to Cure

Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting Party fails to commence to cure, correct or remedy such failure within fifteen (15) days of receipt of written notice of such failure

from the other Party and thereafter fails to complete such cure, correction, or remedy within sixty (60) days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such 60-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Party exercises due diligence in the remedying of such default. Notwithstanding the foregoing, the Owners shall cure any monetary default hereunder within thirty (30) days following the receipt of written notice of such default from the Town. No default hereunder by the Owners (whether the Owners or a new Entity) of any subdivided portion of the Site shall be deemed a default by any other Owners (whether the Owners or a New Entity) of any other subdivided portion of the Site.

5.6 Limited Undertaking

Nothing in this Agreement shall be construed as an undertaking by Owners to construct or complete the Project, or any portion thereof, and the obligations hereunder being limited to compliance with the provisions hereof to the extent the Project, or any portion thereof, is commenced, constructed or completed. The Project may be constructed in multiple phases or sub-phases (each, a “**Phase**”). Owners’ rights and obligations with respect to the development of any Phase shall in no way require or depend upon the development of any other Phase, including the timing with respect thereto. Where the context allows, the term Project, as used herein, may refer to a particular Phase, rather than the Project as a whole.

5.7 Limitations on Liability

The obligations of the Owners or any New Entity do not constitute personal obligations of their members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. The liability of Owners or a New Entity is in all cases limited to their interest in the Site or subdivided portion thereof, at the time such liability is incurred, and shall not extend to any other portion of the Site for which another party is the Owners and has assumed responsibility hereunder, as applicable. In the event that all or any portion of the Site is subjected to a condominium regime or a long-term ground lease, the condominium association or the ground lessee, as applicable, shall be deemed an Owners or New Entity of the affected portion of the Site.

5.8 Estoppels

Each Party agrees, from time to time, upon not less than ten (10) days’ prior written request from the other, to execute, acknowledge and deliver a statement in writing certifying: (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, setting them forth in reasonable detail); (ii) that the Party delivering such statement has no defenses, offsets or counterclaims against its obligations to perform its covenants hereunder (or if there are any of the foregoing, setting them forth in reasonable detail); (iii) that there are no uncured defaults of either Party under this Agreement (or, if there are any defaults, setting them forth in reasonable detail); and (iv) any other information reasonably requested by the Party seeking such statement. If the Party delivering an estoppel certificate is unable to verify compliance by the other Party with certain provisions hereof despite the use of due diligence, it shall so state with specificity in the estoppel certificate, and deliver an updated estoppels certificate as to such provisions as soon thereafter as practicable. Any such statement delivered pursuant to this Section 5.8 shall be in a form reasonably acceptable to, and may be relied upon by any, actual or prospective purchaser, tenant, lender, mortgagee or other party having an interest in the Project. The Town Administrator is hereby authorized to execute and deliver any such estoppel certificate on behalf of the Board of Selectmen.

5.9 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, then the remaining terms, covenants, conditions and provisions of this Agreement and their application to other persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the Parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the Parties. The Parties hereby consent to jurisdiction of the courts of the Commonwealth of Massachusetts sitting in the County of Norfolk.

5.10 Entire Agreement; Amendments

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior agreements, discussions or understandings of the Parties and their respective agents and representatives. Without limiting the foregoing, the Parties acknowledge and agree that: (i) the Project shall be subject to the terms, conditions and requirements of the Town's Zoning By-Law (including, for purposes of this Section 5.10, any approvals or permits issued pursuant thereto); and (ii) in the event of any inconsistency or conflict between this Agreement and the Town's Zoning By-Law, the terms of the Town's Zoning By-Law, as applicable, shall control. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the Parties hereto. Amendments to the terms of this Agreement may be agreed to on behalf of the Town by its Board of Selectmen. No representation, promise or other agreement with respect to the subject matter hereof shall be binding on any Party unless it is expressly set forth herein. The Parties expressly acknowledge and agree that this Agreement does not and shall not apply to any development by Owners, or any of its affiliates, other than the Project.

5.11 Interpretation

Capitalized terms used but not defined herein shall have the meanings assigned to them under the Town of Halifax Zoning By-Law.

5.12 Compliance

Owners acknowledge and agree that the Town, operating through its officers and employees and upon notice to the Owners, shall have the right to enter the Site as reasonably necessary to inspect to confirm compliance with the terms of this Agreement.

5.13 Counterparts; Signatures

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 an original, and all of which

together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

5.14 No Third-Party Beneficiaries

Notwithstanding anything to the contrary in this Agreement, the Parties do not intend for any third party to be benefitted hereby, and no third party shall have any right to enforce any obligations or exercise any rights hereunder.

5.15 Effectiveness; Term

Nothing in this Agreement shall be construed to require Owners to construct or complete all or any portion of the Project. This Agreement shall not become effective until the Town Meeting Articles are approved or deemed approved, substantially in the form submitted for Town Meeting vote, by the Attorney General's Office of the Commonwealth of Massachusetts in accordance with M.G.L. c. 40, §§ 32, 32A and M.G.L. c. 40A, § 5, the date on which this Agreement becomes effective being referred to as the "Effective Date". This Agreement is effective as of the Effective Date and the term or duration of this Agreement shall be until all obligations are fulfilled; unless extended by mutual agreement of the Parties. Upon completion of the Project in accordance with this Agreement, issuance of a final certificate of occupancy and delivery of all Mitigation Improvements in full, the Town's Building Commissioner shall issue a certificate of completion confirming the same, which shall be conclusive evidence that the Project has been completed in compliance with this Agreement and applicable provisions of the Town's Zoning By-Law. Development of the Site is limited to the Project as proposed; any modification or extension of the Project, other than *de minimis* changes, shall require an amendment to this Agreement.

5.16 Headings.

Headings are inserted for convenience only and do not form part of this Agreement.

[This page ends here. Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the Effective Date.

TOWN:

TOWN OF HALIFAX

By: _____

Name: Cody Haddad

Title: Town Administrator

Approved as to form:

By: _____

Name: _____

Title: Town Counsel

Commonwealth of Massachusetts

County of Plymouth

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Cody Haddad, as Town Administrator of the Town of Halifax, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Town of Halifax and as the voluntary act of said Town of Halifax.

Notary Public

Print Name of Notary: _____

My commission expires: _____

OWNERS:

LLOYD GEISINGER, as Trustee of
the **265 Monponsett Street Realty Trust**, and not individually

LLOYD GEISINGER, as Trustee of
the **266 Monponsett Street Realty Trust**, and not individually

Commonwealth of Massachusetts
County of _____

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Lloyd Geisinger, as Trustee of the 265 Monponsett Street Realty Trust and Trustee of the 266 Monponsett Street Realty Trust, and not individually, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said trusts and as the voluntary act of said trusts.

Notary Public
Print Name of Notary: _____
My commission expires: _____

EXHIBIT A

Site Description

265 Monponsett Street (portion to be rezoned and developed):

A certain parcel of land with the buildings thereon, situated in the Town of Halifax, Plymouth County, Commonwealth of Massachusetts, on the Easterly sideline of Monponsett Street (Route 58), bounded and described as follows:

Beginning at a point on the Easterly sideline of Monponsett Street, said point being the southwest corner of the premises herein described, said point being marked by a drill hole in a concrete bound; thence,

N 09°13'57" W by said easterly sideline of Monponsett Street, a distance of five hundred sixty five and twenty-nine hundredths feet (565.29'), to a point; thence,

N 84°24'38" E by land n/f of the Halifax Meadows Condominiums, a distance of seven hundred sixty two and twenty-three hundredths feet (762.23'), to a point near a drill hole in a concrete bound, said bound being out S 46°34'22" W a distance of zero feet and thirty-two hundredths feet (0.32'); thence,

S 15°44'56" E again by land n/f of the Halifax Meadows Condominiums, a distance of seven hundred ninety three and seventy-one hundredths feet (793.71') to a point; thence,

S 48°21'02" W by land n/f of Halifax Housing Authority, a distance of four hundred twenty six and ninety hundredths feet (426.90'), to a point; thence,

N 02°43'14" E again by land n/f of Halifax Housing Authority, a distance of three hundred twenty eight and ninety-eight hundredths feet (328.98'), to a point; thence,

N 81°29'17" W again by land n/f of Halifax Housing Authority, a distance of five hundred eighty six and forty-two hundredths feet (586.42'), to a point on said easterly sideline of Monponsett Street, said point being the point of beginning.

As shown on that certain "Plan of Land, 265 Monponsett Street in Halifax (Plymouth County), Massachusetts," prepared by JDE Civil, and dated November 1, 2023, a reduced size copy of which is attached hereto at Exhibit A. Said parcel of land containing approximately 588,554 s.f. or 13.511 acres in area.

266 Monponsett Street:

The parcel shown on the Halifax Board of Assessors documents as Map 63, Parcel 8A.

EXHIBIT B

Proposed Parcel Plan

[See attached.]

EXHIBIT C

Master Development Plan

[See attached.]



Halifax Senior Housing Development

102 Age Restricted "For Sale" Condominiums

Halifax Senior Center

4,235 SF
80 Parking Spaces
4 Public Pickleball Courts

Acres

Lot 1 Senior Center 1.77 Acres
Lot 2 Pickleball .43 Acres
Lot 3 Senior Housing 10.0 Acres
Lot 4 Open Space 12.4 Acres (Not Shown)

By Thorndike Development Corporation
11.14.23

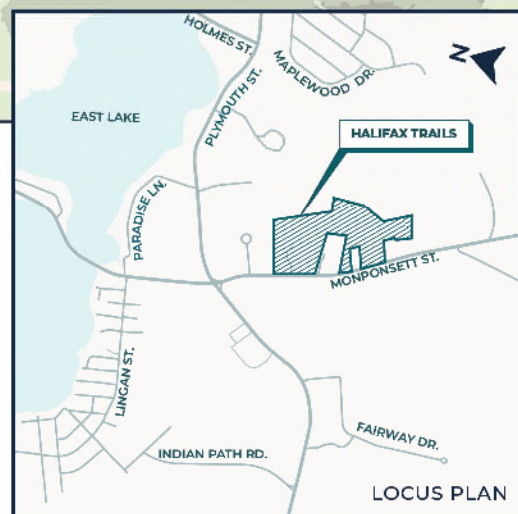


EXHIBIT D

Plans and Specifications

[See attached.]





SENIOR CONDOMINIUMS OFF MONPONSETT STREET

 Thorndike Development

Condominium Building Construction Specs:

- Cast in place steel reinforced concrete foundation and footings
- Poured concrete slab on grade
- Wood framing construction. All framing to be sized to meet applicable code and structural requirements for strength and stiffness.
 - Wall systems are of 2" by 4" or 2" by 6" stud construction.
 - Floor framing to be wood trusses with engineered subflooring, and an acoustical mat underneath a layer of poured gypcrete.
 - Pitched engineered wood roof trusses with engineered sheathing
- Building roof material to be asphalt shingles with standing seam aluminum accent areas.
- Building sidewall to be a combination of horizontal siding and manufactured stone veneer, installed over a wood composite sheathing. Exterior trim to be flat stock in profile.
- Fiberglass insulation will be a minimum of 3 ½" (R-15) or 6 ¼" (R-21) in exterior walls, R-11 in floor truss ceilings, R-38 in attics. Insulation will be a mix of batts, blown, and rigid material depending on building construction and energy code requirements.
- Building entry doors to be energy efficient fiberglass clad doors. Unit entry doors to be fire-rated steel raised panel doors with peephole. Patio and sliding glass doors to be vinyl. Windows to be vinyl single hung tilt take-out with fixed screens and grills in between the panes of glass. Transom windows to be vinyl fixed windows without screens.
- Building entryways, and all first floor unit patios to be poured concrete. All upper floor unit decks, where applicable, to have composite decking and railing systems.

Services:

- Water to be provided by the Town of Halifax municipal water system to each building. Individual unit usage to be monitored and administered by the condominium association.
- Waste disposal to be onsite septic.
- Exterior trash and recycling containers in fenced-in corrals.
- Electrical service to each unit via dedicated circuit breakers. Laundry hook-up for side-by-side washer and dryer (electric) to be provided. Tel/Data outlets

and Cable jacks included in each bedroom, living room, and den, where applicable.

- Heating to be provided by high efficiency air source heat pump system. Hot water provided by an electric heat pump water heater. All units include central air conditioning.

Interior Finishes:

- Interior doors to be hollow core smooth finish with hardware.
- All units to be drywall. Ceilings, walls, and closets to be finished smooth.
- All interior walls to be primed and painted with Zero VOCs (Volatile Organic Compounds) flat paint. All woodwork to be primed and painted with Zero VOCs latex base semi-gloss paint.
- Unit flooring to be a combination of engineered hardwood, luxury vinyl tile, ceramic tile, and carpet with pad.
- Kitchen and bathroom cabinetry to be constructed of furniture board boxes with matching doors. Kitchen and bathroom cabinet knobs to be choice of polished chrome. Kitchen, Master, & Main Bathroom countertops to be granite.
- Bathrooms to include either a fiberglass free standing tub/shower unit or a shower base with tile surround.
- Kitchen sink to be stainless steel single compartment. Bathroom sinks to be white vitreous china. Mirrors to be installed over vanities.
- Stainless Steel appliances to include 30" electric range, microwave, under counter dishwasher

Senior Center Construction Specs:

- Cast in place steel reinforced concrete foundation and footings
- Poured concrete slab on grade
- Wood framing construction. All framing to be sized to meet applicable code and structural requirements for strength and stiffness.
 - Wall systems are of 2" by 4" or 2" by 6" stud construction.
 - Pitched engineered wood roof trusses with engineered sheathing
- Building roof material to be asphalt shingles with standing seam aluminum accent areas.
- Building sidewall to be a combination of horizontal siding and manufactured stone veneer, installed over a wood composite sheathing. Exterior trim to be flat stock in profile.
- Fiberglass insulation will be a minimum of 3 ½" (R-15) or 6 ¼" (R-21) in exterior walls, R-11 in floor truss ceilings, R-38 in attics. Insulation will be a mix of batts, blown, and rigid material depending on building construction and energy code requirements.
- Building entry doors to be energy efficient fiberglass clad doors with commercial hardware. Windows to be vinyl single hung tilt take-out with fixed screens and grills in between the panes of glass. Transom windows to be vinyl fixed windows without screens.

Services:

- Water to be provided by the Town of Halifax municipal water system to each building. Individual unit usage to be monitored and administered by the condominium association.
- Waste disposal to be onsite septic.
- Exterior trash and recycling containers in fenced-in corrals.
- Underground electrical service. Energy efficient lighting on motion / timer control system.
- Heating and air conditioning to be provided by high efficiency air source heat pump system. Hot water provided by an electric heat pump water heater.

Interior Finishes:

- Interior doors to be hollow core smooth finish with ADA compliant hardware.
- Drywalled ceilings, walls, and closets to be finished smooth.
- All interior walls to be primed and painted with Zero VOCs (Volatile Organic Compounds) flat paint. All woodwork to be primed and painted with Zero VOCs latex base semi-gloss paint.
- Flooring to be a combination of engineered and luxury vinyl tile, ceramic tile, and commercial carpet with pad.
- Kitchen cabinetry to be ADA compliant and constructed of furniture board boxes with matching doors. Cabinet knobs to be choice of polished chrome. Kitchen countertops to be granite.
- Bathrooms to have ADA compliant wall mounted countertops with integral sinks.
- Kitchen sink to be stainless steel single compartment.
- Mirrors to be installed over vanities.
- Black appliances to include 30" electric range, microwave, under counter dishwasher

