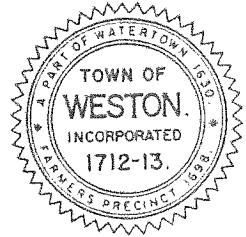


TOWN OF WESTON

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BOARD OF SELECTMEN

December 11, 2012

Kamran Zahedi
President
Urbanica, Inc.
142 Berkeley Street, No. 402
Boston, MA 02116

Dear Kamran:

This document constitutes the Letter of Intent subsequent to the selection of Weston 358, LLC as the Preferred Developer for the Josiah Smith Tavern and Old Library. This letter outlines the shared understanding and intentions regarding the project. It establishes the baseline understandings from which we can work to develop the Purchase and Sale Agreement with attached proposed Land Disposition Agreement ("LDA") related to this development, the LDA to be executed and recorded with the deed.

1. **Parties.** Weston 358, LLC ("Weston 358") and the Town of Weston ("Town"), sometimes referred to as a "Party" or collectively referred to as the "Parties," intend to move forward with the conveyance and development of the certain parcels of land located in the Town of Weston, Massachusetts and certain rights and easements with regard to these properties.
2. **Property.** The Property that is slated for purchase and development includes portions of the parcels of land that are identified in Weston, Massachusetts as: the Josiah Smith Tavern at 358 Boston Post Road and the Weston Old Library at 356 Boston Post Road, plus such easements on the remainder of said parcels as may be needed for sewage disposal. A survey showing the boundaries of the Property and easements associated with the Property will be prepared during the Due Diligence Period (defined hereinafter) by Weston 358.
3. **Letter of Intent.** It is understood that this letter is meant to outline the principal terms of the proposed agreement upon which a definitive land disposition agreement and purchase and sale agreement will be drafted, subject to the process and conditions described within this letter. This letter itself is not intended as either the definitive land disposition agreement or purchase and sale agreement and shall not be enforceable as a contract by either Party, except that the provisions of Section 3 (e) for payment of and

return of deposit shall be enforceable by both parties. Upon execution of this Letter of Intent, Weston 358 and the Town agree to proceed in good faith with the specific understandings that:

- a. The Town agrees to negotiate exclusively with Weston 358 for the sale of the Property until the successful completion of negotiations or the termination of negotiations by either party due to the inability to agree to the specific disposition terms within 12 months from the date on which the Letter of Intent is signed, which inability may be due to the details of the development program, the acceptability of the site conditions, the completion of the final site survey, the cost and conditions imposed due to the historic status of the property, the failure of either party to diligently negotiate the purchase and sale agreement or the land disposition agreement, or the failure of the Town to grant approvals reasonably necessary to accommodate the proposed development.
- b. The Town will provide surveys, technical reports, legal documents and legal opinions that are not of a confidential nature, and other information that it may have in its possession as reasonably requested by Weston 358 to assist it in Due Diligence (defined hereinafter), and the Town shall forthwith upon execution of this Letter of Intent provide Weston 358 with all documents that it may have in its possession pertaining to underground storage tanks, hazardous waste or hazardous materials on the Property. The property is being conveyed as-is. The Town does not warrant the accuracy of the information provided. It is Weston 358's responsibility to verify all building, site, regulatory and environmental conditions.
- c. The Town will make arrangements for Weston 358 and its professionals to access the Property for Due Diligence inspections as are reasonably required (this Letter of Intent does not itself grant any license to Weston 358 to enter the Property).
- d. Upon execution of the Letter of Intent, Weston 358 shall submit a \$20,000 deposit to the Town, which shall be refunded at closing or applied toward the purchase price. This amount will be refundable if the Letter of Intent is terminated by either party. This amount will also be refundable in any instance in which Weston 358 and the Town make a good-faith effort to secure those Town approvals reasonably necessary to accommodate the proposed development, and the public approvals are not secured from the Town of Weston within twelve months from the date on which the Letter of Intent is signed, unless extended by mutual written agreement, and the Parties discontinue efforts under this Letter of Intent. This amount will also be refundable if the Parties are unable to agree upon the terms of the Purchase and Sale Agreement or the LDA or if the Town does not approve the Community Preservation Act Grant which Weston 358 deems necessary for the project to work.

4. **Use of Transferred Property.** It is understood that the Parties hereto intend that upon transfer of the Property to Weston 358, the Property will be used for a mixed-use project with residential, commercial and nonprofit uses, with on-site parking facilities. At a minimum, the Josiah Smith Tavern and Old Library will be redeveloped. Specifically, the anticipated uses include: four residential units within the Weston Old Library; a bed-and-breakfast with living quarters for the innkeeper within the Josiah Smith Tavern; space for the Weston Historical Society; space for the Women's Community League; and a café/bakery. Both parties recognize that the proposed new additions are subject to local approval and to approval by Historic New England of an amendment to the historic preservation restriction held by Historic New England. Both parties recognize that the nonprofit uses are subject to condominium unit purchase and sale agreements with the Weston Historical Society and the Women's Community League which shall provide for sale of a unit to each of these nonprofit organizations for nominal consideration. Weston 358 has agreed to provide on-site parking with the number of spaces to be determined by factoring in the requirements for the proposed uses under the Weston Zoning By-Law and input from various interested constituencies. It is anticipated that Weston 358 will request a variance for the parking that will be required under the Weston Zoning By-Law for the proposed uses. It is explicitly understood that the exact mix and type of uses may be modified during the Due Diligence Period if and as mutually agreed by both Parties.
- a. **Condominium Agreement.** Weston 358 proposes that the units within the development will be units of a condominium and that the condominium shall be governed by a condominium association. The number of units will be determined during the Due Diligence Period and permitting periods. A management company will be hired by the condominium association to maintain the buildings and the site.
 - b. **Weston Old Library.** The Weston Old Library will be converted into four residential condominium units. Each unit will have a private, dedicated entry, a private garden, and two deeded parking spots.
 - c. **Josiah Smith Tavern Bed and Breakfast.** The bed-and-breakfast will include a private dwelling suite for the innkeeper, common spaces for the guests and ensuite accommodations.
 - d. **Community Space.** Weston 358 will provide at least three spaces for the community within the Barn and Connector for the Weston Historical Society, the Women's Community League as well as the café/bakery/restaurant.
5. **Purchase Price.** Based on the building and property condition information available at this time, Weston 358 proposes to purchase the Property for Twenty-two Thousand Dollars and Zero Cents (\$22,000.00) for the combined Property.

6. **Easements.** Required easements for the project, for example, an easement for the subsurface sewage disposal system for the project, will be identified during the Due Diligence Period, identified, and agreed upon. It is not anticipated that easement rights from other parties will be necessary for Weston 358's proposed development of the Property.
7. **Environmental Conditions.** Weston 358 will be responsible during the Due Diligence Period for undertaking a review and conducting investigations of the environmental and hazardous materials conditions that may require remediation or other action in order to meet regulated standards. Weston 358 will not be obligated to sign the Purchase and Sale Agreement or the Land Disposition Agreement if Weston 358 is not reasonably satisfied as to the environmental conditions of the site.
8. **Historic Status of Buildings.** Weston 358 understands that Historic New England holds a recorded historic preservation restriction on the Josiah Smith Tavern whereby certain alterations to the current building require the approval of Historic New England and any addition to the current building is prohibited. The requirement that both historic buildings (all components of the Josiah Smith Tavern and the Old Library) be retained, subject to approved alteration, has been established by the Town as one of its purposes in conveying the property for redevelopment. Once a purchase and sale agreement has been entered into, Weston 358 shall seek from Historic New England its approval for the proposed alterations and shall seek an amendment to the historic preservation restriction that will permit the proposed additions. The Town shall cooperate in this effort, but cannot represent that approvals will be forthcoming from Historic New England or from any other entity or body that has a role in approving permits or appropriating or recommending funding for proposed alterations, including without limitation the Weston Community Preservation Committee. Whereas Historic New England will only negotiate with the owner of the Property, the Town will execute such documents as are necessary to enable Weston 358 to seek directly from Historic New England such amendments to the historic preservation restriction as are necessary to enable Weston 358 to make additions and alterations to the structures on the Property as necessary to implement its development program, in anticipation of the conveyance of the Property to it, which amendments shall not be effective unless and until the Property is conveyed to Weston 358. If the additions are not allowed, the Parties will revisit the development program and determine whether or not it can be revised to the satisfaction of both parties, at which point they will either revise the Timeline as set forth in Paragraph 14 or this Letter of Intent shall be null and void and Weston 358's deposit shall be returned.
9. **Public Approvals.** For the duration that the Town continues to own the Property, both parties will jointly pursue necessary approvals unless agreed otherwise by both parties. Approvals will be required from the Town and will be dependent upon the development program. These approvals are likely to include, but are not limited to,

Town Meeting approval for disposition, for the proposed residential use of the Property and for amending the Weston Zoning By-Law as necessary to enable the Property to accommodate the proposed development program, a Special Permit from the Planning Board, approval by the Zoning Board of Appeals, approval from the Board of Selectmen on any liquor license, approval by the Conservation Commission regarding wetlands, approval by the Board of Health for the café and bed-and-breakfast, and building permits.

10. **Title and Encumbrances.** The Town commits to provide a copy of the instruments by which the Town acquired the Property. Weston 358 shall be responsible for its own title search and shall not rely upon any title information provided by the Town. In the event the title search obtained by Weston 358 reveals any defects rendering title to the Property unmarketable or encumbrances that would adversely affect Weston 358's ability to use the Property as intended, Weston 358 will have the option of cancelling the transaction, unless the Town shall, at its sole cost and expense, correct such title defects or remove such encumbrances to the reasonable satisfaction of Weston 358.
11. **Existing Tenancy.** Town currently has two existing occupants in the Property: The Women's Community League of Weston as a tenant under a lease; and Weston Historical Society, Inc. as a licensee under an informal arrangement. Weston 358 proposes to include both occupants in the new development and will work with each occupant and the Town to review the terms and conditions associated with the existing occupancy as it relates to the development of the property and to determine the best course of action as the project moves forward. Weston 358 will provide their input on the best course of action, and the Town agrees to take the input into consideration. The Town will provide Weston 358 with a copy of the latest lease with the Women's Community League of Weston.
12. **Due Diligence.** The period of time between the signing of this Letter of Intent and the date of signing of the Purchase and Sale Agreement is referred to as the "Due Diligence Period." During the Due Diligence Period, Weston 358 shall diligently pursue the following: have a survey of the Property prepared; undertake inspections of the Property including environmental conditions inspections; and obtain a title search and report with regard to the property (the "Due Diligence"), all in accordance with the foregoing provisions of this Letter of Intent, so that to the extent reasonably possible, at the time of execution of the Purchase and Sale Agreement, said Agreement will not require contingencies relating to survey, inspection or title (other than same condition at the time of closing).
13. **Timeline for Agreement Completion.** The Town and Weston 358 agree to work together in good faith to achieve the following timeline for agreement completion.

ACTION	COMPLETION DATE
Complete Due Diligence Period	March 31, 2013
Complete Community Preservation Act Grant Proposal Process and Recommendation on Funding	March 18, 2013
Execute Purchase and Sale Agreement with attached form of Land Disposition Agreement, contingent upon Town Meeting approvals	March 31, 2013
Town Meeting approvals	May 13, 2013
Execution of amended Historic Preservation Restriction between Weston 358 and Historic New England (to be effective upon conveyance to Weston 358) Obtain all other approvals and fulfill all Purchase and Sale contingencies Close purchase and execute/ record Land Disposition Agreement and amended Historic Preservation Restriction	December 31, 2013

In the event, despite best faith efforts, anticipated completion dates are not met, the parties will consider extending deadlines for such reasonable periods of time as are necessary to accomplish the development plan.

14. **Community Preservation Act Grant/Liquor License.** If a purchase and sale agreement is executed by the parties, it is anticipated that performance thereunder will be made contingent upon Weston 358 being approved for a Community Preservation Act Grant in order to accomplish the development plan and a liquor license for the café/bakery/restaurant.

On behalf of the Board of Selectmen of the Town of Weston, we look forward to working with you to advance this project. The project is important not only for both the Town and Weston 358, but which will also serve as a great contribution to the success of Weston's Town Center. To signify your understanding as set forth above, please indicate by signing below.



Donna S. VanderClock
Town Manager, Town of Weston



Kamran Zahedi
President, Urbanica Inc.
Manager of Weston 358 LLC