

**PROVISIONAL DESIGNATION AGREEMENT
FOR THE REDEVELOPMENT OF THE
FORMER MEDFIELD STATE HOSPITAL**

The Provisional Designation Agreement is dated March __, 2022 (the “Effective Date”) by and between Town of Medfield, acting by and through the Board of Selectmen, a Massachusetts municipality with an address of 459 Main Street, Medfield, Massachusetts 02052 (“BOS”) and Trinity Acquisitions LLC, a Massachusetts limited liability company with an address of 75 Federal Street, Boston, Massachusetts, 02110 (“Designated Developer”)

WHEREAS, pursuant to the Action dated _____ (“Board Action”), the BOS, issued a Request for Proposals dated April 5, 2021, including three (3) Addendums (collectively the “RFP”) which is attached as Exhibit A for the sale and redevelopment of a portion of the former Medfield State Hospital campus (“MSH”);

WHEREAS, in response to and in accordance with the RFP, Designated Developer submitted a proposal dated August 2, 2021 (“Proposal”) for the purchase and redevelopment of portions of the former Medfield State Hospital campus or portions thereof, as depicted as Parcel A as described in the Master Plan set forth in Appendix B of the RFP including approximately 87 acres but specifically excluding the following parcels as stated in the RFP; the Water Tower Parcel, The Laundry Parcel and the Cultural Arts Center. The land subject to this Agreement is more specifically set forth on Exhibit A attached hereto (the “Project Area”);

WHEREAS, Sections 4, 5 and 6 of the RFP sets forth requirements for the legal documents which include; Memorandum of Agreement between the Division of Capital and Asset Management and Maintenance (“DCAMM”), The Town of Medfield and the Massachusetts Historical Commission dated December 2, 2014, Medfield Historic District Guidelines for Change, Recordation Plan, DCAM Land Disposition Agreement dated December 2, 2014 and recorded in Book 32470 Page 347 in the Norfolk County Registry of Deeds, Beneficial Interest Disclosure, Certificate of Tax Compliance, Certificate of Non-Collusion, (collectively “Legal Documents”) that will be required for the sale and redevelopment of the Project Area of the former Medfield State Hospital campus; and

WHEREAS, in accordance with the RFP, based on an evaluation of the Proposal and all other properly submitted responses, The BOS has decided to provisionally designate the Designated Developer as the Designated Developer of the Project Area, subject to the terms and conditions of this Provisional Designation Agreement (“PDA”).

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Designated Developer is provisionally designated to redevelop and purchase the Project Area identified in the Proposal, subject to compliance and fulfillment of the terms and conditions set forth in this PDA, the Legal Documents and the RFP, with time being of the essence.

2. The Designated Developer shall, at its sole cost and expense, develop the Project Area substantially in accordance with the RFP, the Proposal, the terms and conditions of this PDA, and the terms and conditions of the Legal Documents (as specified in the RFP) for the uses, programs, buildings and improvements described in the Proposal (the “Project”). In furtherance, and not in limitation, of the foregoing:
 - a) The Project will consist of: the certified historic rehabilitation of up to 33 buildings into a maximum of 334 rental apartment homes with 25% being affordable (with 10% of the affordable units having an artist preference set aside if permitted by DHCD) to residents of 80% of area median income, related open space, amenities and pedestrian and traffic circulation and parking all as more fully set forth in the Proposal, specifically, Tab A, Development Plan and Narrative including sketch plans, except as may be modified by this PDA and the LDA.
 - b) The Board Action authorizes a sale. However, said Board Action is specifically contingent upon approval of the Town Meeting of the Town of Medfield as set forth in the RFP which Town Meeting the Board shall call for on or before June 30, 2022 (the “Town Meeting”).
3. The Designated Developer paid a \$10,000.00 deposit (the “Proposal Deposit”) at the time of submission of the Proposal pursuant to the RFP. The Designated Developer acknowledges and agrees that upon execution of this PDA, the Proposal Deposit is nonrefundable except in the event of a default by the Town, but which is applicable to the Purchase Price (as defined herein). A negative vote of Town Meeting shall not be considered a default by the Town nor shall the failure of the Town to agree to final terms of an LDA be considered a default by the Town.
4. The Designated Developer shall pay up to \$500,000 to fund the Town’s reasonable third party expenses during the “Due Diligence Period” and through commencement of construction of the project following the date the Project Area is sold to the Designated Developer. Said costs include, but are not limited to, peer review consultant fees, administration, implementation and completion of the requirements of the RFP, Selection Process, negotiation of PDA, and the negotiation and execution of the Legal Documents, costs and expenses associated with holding a Special Town Meeting as contemplated hereunder, engineering, legal, project management and project oversight, including consulting with subject matter experts as determined by the Town to determine project impacts (collectively “Project Expenses”). Upon execution hereof, the Designated Developer will provide an initial deposit of \$50,000 for Project Expenses into the Town’s designated consultant account. In the event the account drops to \$10,000 the Designated Developer shall replenish the account back up to \$50,000. Each payment required hereunder related to Project Expenses shall be a “Project Expense Payment.” In addition to the foregoing and simultaneously with execution of this PDA, the Designated Developer shall pay to the Town the amount of \$25,000.00 (“PDA Payment”) to be used by the Town to reimburse it for the Town’s expenses incurred to date during this disposition process.

5. The Designated Developer must conduct its own investigation, review and analysis of all aspects of the suitability of the Project Area for its Project, including without limitation, physical and environmental conditions, utilities, access, title, easements, encumbrances, restrictions, zoning, permits and approvals and all other legal considerations, during the period commencing on the Effective Date and ending on the earlier of (i) the date that the signed LDA (as defined herein) is released from escrow as provided for in Paragraph 10, or (ii) fourteen (14) days after the Town Meeting (the “Due Diligence Period”). Notwithstanding the foregoing, the application for any permits or approvals that the Designated Developer determines during the Due Diligence Period are necessary for the construction of the Project, shall not be made until after the Town Meeting and the release of the LDA from escrow and thereafter receipt of those permits and approvals shall be a condition of the Designated Developer purchasing the Project Area. This shall be specifically reflected in the LDA.

The specific procedures for the title investigation are set forth in Paragraph 6 below. The Designated Developer will be required to execute the Town’s standard Right of Entry and License for site assessment purposes in the form attached hereto as Exhibit C (“License”) prior to accessing or being allowed to perform physical investigations of the Project Area. The License will require the Designated Developer to provide, as an attachment, a specific scope of work and detailed work plan for all activities to be conducted on or in the Project Area during the Due Diligence Period. Failure to sign the License shall not extend the Due Diligence Period and nothing contained in the License shall be deemed to extend the Due Diligence Period or modify the terms and conditions of this PDA. The Designated Developer may terminate this PDA by written notice to the Town at any time prior to the expiration of the Due Diligence Period. In the event of a termination of this PDA prior to the expiration of the Due Diligence Period, and in accordance with the terms of this PDA, then, following a final accounting by the Town, so much of the Project Expenses as remain unspent or unallocated, if any, shall be returned to the Designated Developer. Upon the expiration of the Due Diligence Period if the Designated Developer shall not have terminated this PDA, the PDA Payment shall be nonrefundable unless failure to close is a result of a default by the Town in which case any unused portion of the PDA Payment or the Project Expense Payment shall be returned to the Developer and neither party shall have further recourse against the other in law or at equity.

6. During the period commencing on the Effective Date of this PDA and ending at 5:00 p.m. EST on the 60th day thereafter (“Title Examination Period”), the Designated Developer shall be permitted to examine title to the Project Area. The procedures for reviewing title shall be the following:
 - a) On or before the expiration of the Title Examination Period, the Designated Developer shall notify the Town in writing (“Title Defects Notice”) of any matters of record or survey matters disclosed on a current survey of the Project Area to which the Designated Developer objects, if any (such matters to which the Designated Developer objects are referred to as “Disallowed Encumbrances”). If the Designated Developer fails to so notify the Town timely with a Title Defects

Notice, then this contingency shall be deemed waived by the Designated Developer.

- b) All title and survey matters relating to the Project Area, other than the Disallowed Encumbrances, shall be deemed to have been waived by the Designated Developer, and the Designated Developer shall accept the Project Area under the Land Disposition Agreement (as specified in the RFP) subject to such title exceptions (such title exceptions are referred to as "Permitted Encumbrances"). Notwithstanding the foregoing, the Designated Developer shall have the right to run title between the end of the Due Diligence Period and the Time for Performance (as defined herein) in accordance with the terms and conditions of the Legal Documents.
- c) Within 15 days of receipt of a Title Defects Notice (if any), the Town shall provide the Designated Developer with notice ("Town's Cure Notice"), which notice shall indicate the Disallowed Encumbrances that the Town intends to cure, if any and the cure of such items shall be a condition of Designated Developer's obligation to close.
- d) In the event the Town's Cure Notice does not include all of the Disallowed Encumbrances, the Designated Developer shall have the right by notice to the Town within 15 days of receipt by the Designated Developer of the Town's Cure Notice to terminate this PDA. In the event the Designated Developer does not elect to terminate this PDA, those Disallowed Encumbrances which were not included in the Town's Cure Notice as Disallowed Encumbrances which the Town intended to cure shall thereafter be deemed Permitted Encumbrances. **[In such event, the only title exceptions which shall continue to be deemed Disallowed Encumbrances shall be those matters set forth in the Legal Documents as Disallowed Encumbrances.]** Nothing in this PDA shall require the Town to make any efforts or to spend any monies to remove any title exception or encumbrance with respect to the Project Area.

7. The opportunity for the Designated Developer to undertake due diligence during the Due Diligence Period shall not be construed to mean that the Project Area will be sold in anything other than its "AS IS" "WHERE IS" condition, which the Designated Developer understands and accepts.
8. The Designated Developer shall provide to the Town information based upon the Due Diligence for the Town to determine, what, if any, public infrastructure improvements will be required in order for the project to be undertaken and completed. The information the Town requires is set forth on Exhibit B.
9. During the Due Diligence Period the Town shall be obligated to undertake the following:
(a) complete the process to allow for the Project to be presented at the Town Meeting in accordance with the schedule attached hereto, and (b) notify the Designated Developer of any material, reports, studies and the like (collectively the "Town Meeting Materials") that are required for Town Meeting, in sufficient time to allow the Designated Developer

to undertake or prepare the Town Meeting Materials. The Town agrees to provide the Designated Developer with copies of any submissions that the Town submits in support of the Project. The Town Meeting Materials that the Town currently requires are noted on the Exhibit B attached hereto. The parties hereto agree that Exhibit B shall be updated if there are additional Town Meeting Materials that the Town determines it requires before the Town Meeting.

10. During the Due Diligence Period, the Town and Designated Developer will work together to: (a) identify any easements that the Designated Developer may need for the construction of the Project and ongoing operation of the Project which easements will be incorporated into the LDA, (b) identify existing streets and sidewalks and any future streets or public ways (collectively the “Public Ways”), (c) use best efforts to work with appropriate entities to mitigate to the extent practicable, to the reasonable satisfaction of Designated Developer, the impacts of the nearby firing range, and (d) identify what areas of the Project Area, if any, other than the Public Ways, that will be retained by the Town. The Public Ways will be specifically excluded from the conveyance of the Project Area to the Designated Developer and the Town will retain ownership and responsibility for the Public Ways.
11. During the term of this PDA and prior to Town Meeting, the Designated Developer and the Town shall finalize and execute a Land Disposition Agreement (“LDA”) together with related Legal Documents as required by this PDA and the RFP. Upon execution of the LDA it will be held in escrow pending approval of the Project at Town Meeting.

The LDA will set forth the terms and conditions for the implementation and delivery of the Project including, without limitation, the provisions listed in the Legal Documents section of the RFP, as well as the following:

- a) The closing date for delivery of the deed shall be March 31, 2024 (the “Closing Date”) which Closing Date may be extended by the Designated Developer for two (2), six (6) month extension periods.
- b) Certification by the Designated Developer that information and representations contained in the Proposal remain true, complete, and accurate in all material respects.
- c) Construction will commence within thirty (30) days from the Closing Date and will be complete by March 31, 2026 with the right to extend for two (2) six-month terms. At the time of the closing the Town shall be obligated to convey good, clear, record and marketable title of the Project Area to the Designated Developer subject only to the Permitted Encumbrances. Notwithstanding the foregoing, the Designated Developer shall have the right to commence construction in phases.
- d) Specify the specific portions of the Project Area to be conveyed. Both parties recognizing that the Town may desire to retain certain building(s) or open space rather than convey it to the Designated Developer. The Town will not take any actions or agree to allow development, on behalf of itself or a third party, of any

portion of the Project Area, which it retains which would jeopardize the Developer's ability to utilize historic tax credits.

- e) Require that the Designated Developer execute the indemnification and defense agreement as required under the DCAMM LOA as to the Town and DCAMM related to environmental matters.
- f) Set forth those infrastructure improvements to be undertaken by the Designated Developer.
- g) The purchase price for the Project Area is TWO MILLION DOLLARS (2,000,000.00) (the "Purchase Price"). Notwithstanding the foregoing, if the Town and Designated Developer agree that the Town may convey less than the Project Area, the Purchase Price may be reduced. The process for determining the reduced purchase price, if any, will be set forth in the LDA. In addition, any reasonable and documented costs incurred by the Designated Developer related to the Due Diligence activities on any area of the Project Area which will be retained by the Town, shall be proportionally reimbursed to the Designated Developer from the Town by a reduction in the Purchase Price. Notwithstanding the foregoing, the Purchase Price shall not be reduced by the retention of the Town of the agreed upon roads and sidewalks.
- h) A cooperation agreement that the parties will work together to obtain any required funding for the construction, upgrade and installation of infrastructure including public roads, water and sewer utility services for the project and the Property.
- i) Require compliance with the Massachusetts Historic Commission Memorandum of Agreement dated December 2, 2014.
- j) The execution and delivery of the LDA by the Town are subject to the approval of the Board of Selectmen.
- k) The LDA will contain a provision that will provide for the Project Area to revert back to the Town if the Designated Developer fails to complete the construction of the Project in accordance with the terms of the LDA. The Town will agree to record a Certificate of Completion upon the Designated Developer's receipt of a Certificate of Occupancy to evidence the Designated Developer's compliance with the terms of the LDA, which will automatically release the Town's reverter.
- l) Upon conveyance, the deed and any other documents or plans relevant to the closing shall be recorded at the Norfolk Registry of Deeds, and these recording costs, any applicable excise tax then due and owing, and any other costs and expenses incurred by the Town as a result of such conveyance shall be the responsibility of the Designated Developer, although the parties contemplate that such conveyances shall be exempt from taxation under the provisions of M.G.L. Chapter 64D.

- m) Transfers of all or portions of the Project Area are allowed provided that the same are in accordance with the terms provided for in the LDA, and that any successor to the Designated Developer will be able to undertake and execute the development contemplated by the LDA. The Designated Developer shall have the right to assign its interest in the LDA and/or the Project Area to an affiliate of the Designated Developer which shall include the same, principals, officers, members, and/or be wholly owned by the Designated Developer, without the consent of the Town.
- n) The Town and the Designated Developer shall include a requirement in the LDA that the parties agree to record at the Registry of Deeds an agreement that sets forth any ongoing restrictions for the Project Area owned by the Designated Developer, or any portion of the Project Area retained by the Town.
- o) Upon completion of construction, the Board shall request that a future Town Meeting accept the roads, sidewalks and associated utilities. Notwithstanding the foregoing, the Town shall be responsible, as the owner of Streets and Ways for maintenance, repair and snow removal. The inner-loop will remain private and the responsibility of the Designated Developer. Said roads, easement and responsibilities shall be specifically determined in the LDA.
- p) The Town will agree to cooperate with the Designated Developer in any applications for permitting or approvals including but not limited to submitting applications or letters of support to MHC, NPS, DHCD and EOHED.
- q) The Town and Designated Developer will work to establish public access regulations for the development of the Project Area.
- r) The Designated Developer recognizes that the Town retained the right in the RFP not to transfer all parcels included in the Project Area in the disposition. Notwithstanding same, the Town recognizes that the Designated Developer has an interest in protecting its proposed project from any detrimental impacts associated with future use or development impacts of parcels retained by the Town. To that end, the Town and Designated Developer agree that during the Due Diligence period and in a timely manner, the Town will work together so that the Town makes its determination in an expedited fashion to determine which parcels the Town will retain. In the event that the Town determines that the Town will retain any portion of the Project Area, the future use of those portion(s) of the Project Area will be governed by the parameters of the Zoning Bylaw for the area retained.

12. This PDA shall expire (“Expiration Date”) at the time of the Town Meeting at which time the LDA shall be released from escrow. The Expiration Date may only be extended (i) if there were any conditions that were required at Town Meeting that need to be incorporated into the LDA in which event the Expiration Date will be extended, for no additional fee, for fourteen (14) days, or (ii) upon written agreement of the parties. In the event of a requested extension based on (ii) above, the Town reserves the right to require

the Designated Developer to pay a nonrefundable extension fee (but applicable to the Purchase Price) of \$10,000 for each 30- day extension agreed to by the Town. Notwithstanding the foregoing, this PDA is contingent upon the timely and full satisfaction by the Designated Developer of all the terms and conditions set forth in this PDA, the Board Action, and the RFP. If the Designated Developer fails to fulfill any of these terms and conditions, the Town shall have the right to terminate this PDA. If the parties have not entered into a mutually satisfactory LDA on or before the Expiration Date, then this PDA will expire on the Expiration Date, unless extended as provided herein. In the event of termination or expiration of this PDA, neither party shall have any rights, obligations or recourse to or against the other under this PDA or the RFP.

13. Upon execution of this PDA and again at execution of the LDA and on the Closing Date, in addition to other documents that may be required by the Town, the Designated Developer shall deliver fully completed and executed originals of the M.G.L. c. 7C Disclosure Statement, defense and indemnification agreement and MEPA Agreement in the forms to be attached to the LDA.
14. Either party exercising any termination rights or fulfilling any other notice requirements set forth in this PDA shall give notice, in writing, to the other party by delivering said notice in person with receipt or by sending by certified mail “return receipt requested”, email or by nationally recognized overnight delivery service to the addresses listed below:

If to the Town:	Board of Selectmen Town House 459 Main Street Medfield, Massachusetts 02052
With a copy to:	Lisa L. Mead Mead Talerman & Costa, LLC 30 Green Street Newburyport MA 01950 978 463 7700 ext. 101 Lisa@MTClawyers.com
If to Designated Developer:	Trinity Acquisitions LLC 75 Federal Street Boston MA 02110
With a copy to:	Deirdre M. Robinson, Esq. Robinson & Cole LLP One Boston Place, 26 th Floor Boston, MA 02108 617-557-5928 DMRobinson@rc.com

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Notices that are delivered shall be deemed given when received. Notices sent by certified mail shall be deemed given five (5) days after being deposited in the United States mail, postage prepaid, return receipt requested.

15. No transfer (by assignment or otherwise) of all or part of the Designated Developer's interest in this PDA shall be made without the prior written approval of the Town, which approval may be withheld in its sole discretion. The Town will have the right to require additional compensation and to impose conditions on any such transfer or assignment.
16. Neither party shall record this PDA and it shall be void if recorded.
17. Only a fully executed and delivered LDA shall constitute a binding agreement by the Town for the disposition of the Project Area and serve as the Town's formal and final designation of the Designated Developer for the sale and redevelopment of the Project Area. Upon execution of the LDA, it shall supersede all provisions of this PDA. This PDA shall be governed for all purposes by Massachusetts law, without application to Massachusetts law governing choice of law.
18. Any amendments to this PDA shall be in writing signed by both parties hereto.
19. During the term of this Agreement and through the execution of an LDA and until the conveyance of the Property, the Town shall have the right to rent out or otherwise let the Property to third parties for temporary use thereof and the scheduling of same shall be done in cooperation with the Designated Developer. For avoidance of doubt, the Town will use best efforts to be sure any such use will not interfere with the due diligence activities.
20. The Town agrees that the Town is exclusively negotiating with the Designated Developer for the Project Area during the Due Diligence Period.
21. The Town agrees to use its best efforts to provide to the Designated Developer any material it has, to the best of its knowledge, in its possession that was not part of the RFP that relates to the Project Parcel within fourteen (14) days from the Effective Date. For the purpose of this provision, the Town shall be deemed to be the Board of Selectmen, the Town Administrator and Assistant Town Administrator, Town Counsel, and the Planning and Zoning Office. For avoidance of doubt the Town has many years of interactions involving the Property and has taken all due efforts to provide the Designated Developer with the material that it believes that it has. In the event, a document is discovered after the fourteen day period of which the Town was not aware, said lack of provision of the document will not be deemed a default by the Town.
22. The Parties acknowledge that this PDA does not include all of the terms and conditions of the sale, including insurance, exact parcel of land or final price, among others and is made in contemplation of the execution of the LDA which will be the final agreement of the Parties. Therefore, in the event a final LDA is not mutually agreed upon or the Town Meeting does not approve the conveyance of the Project Area, this Agreement shall be

null and void, and but for the paragraphs 3, 4 and 5, dealing with the deposit or payment hereunder, neither party shall have any recourse against the other at law or in equity.

Executed as of this _____ day of _____, 2022.

Medfield Board of Selectmen

ACCEPTED AND AGREED TO BY THE DESIGNATED DEVELOPER

Trinity Acquisitions LLC

By: _____

Name: _____

Title: _____

EXHIBIT A
PROJECT AREA PLAN

The premises as described in the Request for Proposals: the Medfield State Hospital as appears on the Assessor's Tax Maps as Map-Parcel 71-001, excluding the, Laundry Parcel, Water Tower and Cultural Alliance of Medfield Leased Premises, identified below:

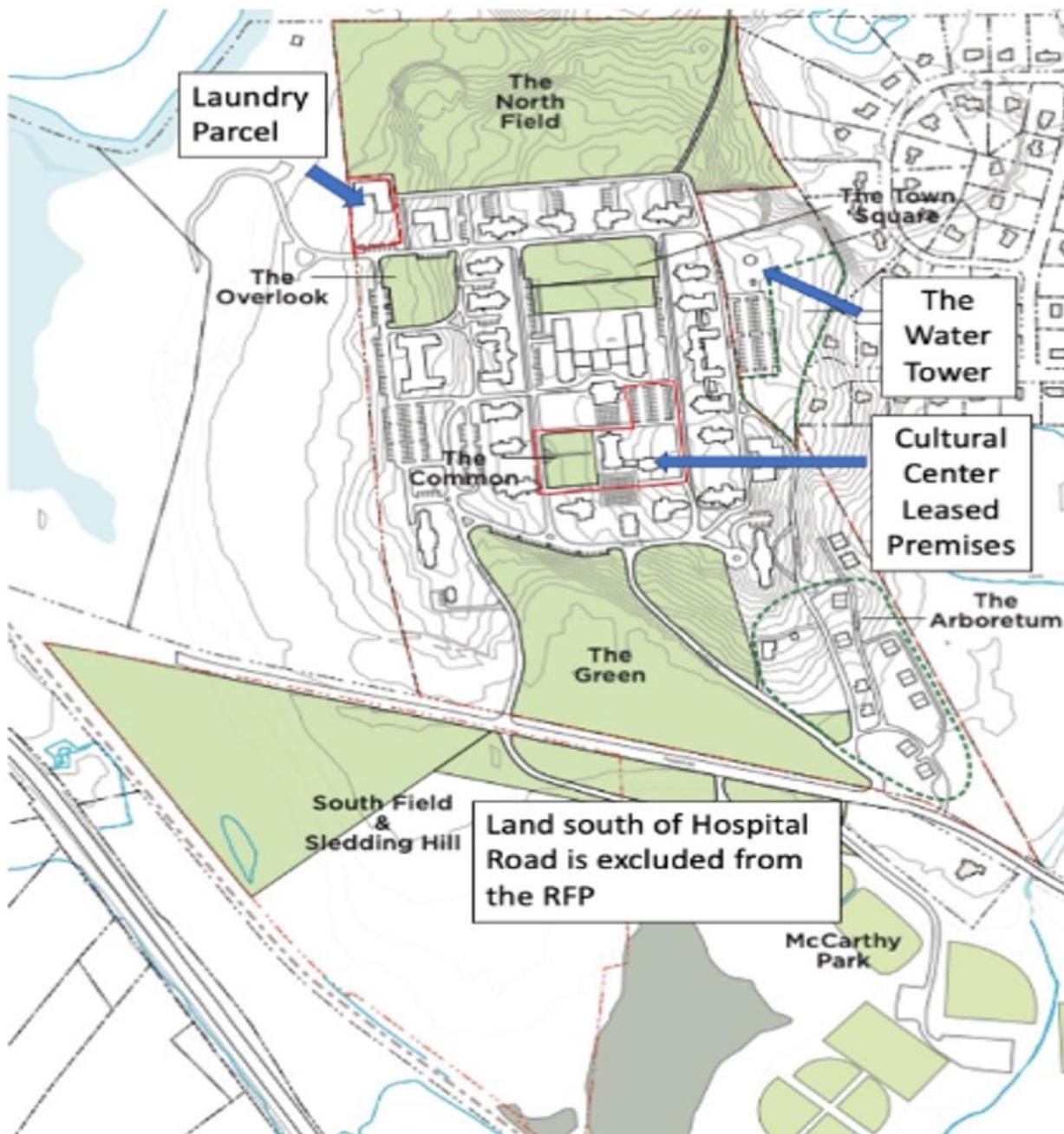


EXHIBIT B

DUE DILIGENCE ACTIVITIES

DISCIPLINE	CONSULTANT	SCOPE OF TRINITY DUE DILIGENCE SERVICES
Developer	Trinity Acquisitions LLC	<ul style="list-style-type: none"> • Mutual agreement with Town on strategy for gun range • Conversations with Town and relevant state Agencies (EOHED, MHC, DCAM) regarding Project • Agreement with CAM on scope of work and program
Fiscal Analysis	Fougere	<ul style="list-style-type: none"> • Updated fiscal impact report • Preliminary infrastructure maintenance costs and snow removal
Market Study	Byrne McKinney	<ul style="list-style-type: none"> • Rental market study
Noise/Gun Range	Acentech	<ul style="list-style-type: none"> • Feasible plan for gun range mitigation
Hazardous Materials Scan	Vertex	<ul style="list-style-type: none"> • Test 4 buildings for lead paint, asbestos, hazardous materials
Environmental	McPhail Associates	<ul style="list-style-type: none"> • Environmental assessment report
Existing Conditions	Existing Conditions	<ul style="list-style-type: none"> • As built survey for all major buildings
Design	ICON	<ul style="list-style-type: none"> • Schematic plans
Utilities, Access, Easements, Flood Zone, Traffic	VHB	<ul style="list-style-type: none"> • Updated traffic study • Preliminary updated water and sewer capacity study
Permitting	Fort Point	<ul style="list-style-type: none"> • Review of existing permitting documents • Updated list of all required federal, state and local permits
Historic	PAL	<ul style="list-style-type: none"> • Coordinate with Town officials on compliance with MOA and preserving building eligibility for credits • MHC and NPS Part I submission and approval
Legal & Title	Robinson & Cole	<ul style="list-style-type: none"> • PDA, Term Sheet, LDA, title report

EXHIBIT C
RIGHT OF ENTRY AND LICENSE AGREEMENT

For Access to Property for the Purpose(s) Hereinafter Described

Property Owner(s):	Town of Medfield 459 Main Street Medfield 02052
Property Address:	Hospital Road Medfield MA Shown on Plan 4 of Book 634 of 2014 (the “Property”)
Description of the Work to be Performed:	Site assessment activities solely as defined specifically herein.

THIS RIGHT OF ENTRY AND LICENSE AGREEMENT (this “Agreement”) is made as of this ____ day of December, 2021, by and between Town of Medfield, acting by and through the Board of Selectmen, a Massachusetts municipality with an address of 459 Main Street, Medfield, Massachusetts 02052, the record owners (the “Owner”) of property located at Hospital Road, Medfield, Massachusetts (the “Property”), and Trinity Acquisitions LLC, a Massachusetts limited liability company with an address of 75 Federal Street, Boston, Massachusetts, 02110, its employees, assignees, consultants and contractors (collectively, the “Trinity”).

RECITALS

WHEREAS the Trinity desires to have a license and privilege to enter onto the Property for the purpose of performing assessment activities related to the redevelopment of the Property in accordance with the Provisional Development Agreement attached hereto and incorporated herein by reference, including all attachments thereto specifically, Trinity will undertake the activities set forth on Exhibit C-1 (collectively the “Work”); and

WHEREAS the Owner desires to allow the Trinity to enter upon the Property for the purpose of conducting the Work and any other activities incidental thereto.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth herein, the parties agree as follows:

RIGHT OF ENTRY

1. The Owner hereby grants to the Trinity the right to enter upon the Property in order to undertake the Work on the Property access the area at reasonable times in accordance with Paragraph No. 2 hereof, to conduct the Work. Trinity will undertake and complete the Work in compliance with all applicable laws and requirements and at its sole cost and expense.
2. Any areas disturbed as a result of the access granted herein shall be restored as nearly as practical to their original condition. Specifically, any excavated areas will be backfilled with the original material plus an amount of fill equivalent to that removed (excepting therefrom any nominal amounts that may be removed for analysis) and the original sod, mulch or stone will be replaced. It is understood and agreed that all equipment and personnel required for the aforesaid assessment or activities related thereto shall be determined by the Trinity at its sole discretion. It is further understood that all work, whether related to the assessment or to the restoration of disturbed areas, will be conducted between 8:00 a.m. and 5:00 p.m. Monday through Friday only, and with three (3) days advance notice to the Owner.
3. Trinity hereby assumes the entire and complete risk of entering on the Property to perform the assessment activities described above, and agrees to assume, on behalf of itself and its employees, assignees, consultants and contractors, the risk of operations permitted by this Agreement. Trinity shall release, indemnify and hold the Owner harmless for personal injury to the Trinity's employees, assignees, consultants and contractors, and for loss of or damage to the property and equipment of the Trinity, its employees, assignees, consultants and contractors while on the Property. Further, Trinity agrees to release, indemnify and hold the Owner harmless from, for and against any and all claims which may be the result of the Trinity's work during the course of undertaking the Work. Trinity shall be responsible for any loss of or damage to the Property. Trinity shall provide to the Owner a Certificate of Insurance with the Owner listed as additional insured. Such insurance coverage shall be maintained for the duration of the work, as follows: comprehensive general liability insurance written on an occurrence basis, including completed operations coverage; products liability coverage and independent contractors liability coverage, with a combined single limit provision for bodily injury and/or property damage of at least \$1,000,000.00; comprehensive automobile liability insurance with a single limit provision, written on an occurrence basis, covering all owned vehicles, hired vehicles and non-owned vehicles for all personal injury, death and property damage, of at least \$1,000,000.00; professional liability coverage, if applicable, including errors and omissions coverage, of at least \$1,000,000.00 for each claim and as an annual aggregate; and worker's compensation liability insurance within statutory limits. With the exception of the professional liability coverage, all of the above insurance coverage should be primary, non-contributory and include a waiver of subrogation.
4. Trinity shall provide copies of the results of the Work undertaken from the Property to the Owner at no cost to the Owner, upon completion, and shall provide to the Owner's related professionals access during the work. Trinity shall notify the Owner of the date and time of any of the Work being undertaken three (3) days hours prior to any Work activity, and the Owner's

professional may accompany Trinity on-site simultaneously during the performance of Trinity's Work. At no time shall the Trinity be delayed in scheduling or in its work due to the availability, unavailability or presence or non-presence of the Owner's professionals.

5. The Owner agrees to cooperate with the Trinity in its application(s) for local permit(s), license(s) and/or other approval(s), if any, required for performance of the aforesaid Work, including but not limited to application(s) to the Medfield Conservation Commission for work proposed in areas subject to the Wetlands Protection Act, G.L. c. 131, § 40, or the Medfield Wetlands By-Law. As the holders of title to the Property, the Owner agrees, if necessary, to co-sign any application(s) for local permit(s), license(s) and/or other approval(s), as aforesaid; provided, however, that any and all costs and expenses with said application(s) and related to the assessment activities shall be borne by Trinity. The Owner agrees not to contest Trinity's application for any required permit(s), license(s) or approval(s), for the activities as specified in Paragraph No. 1 above, nor shall the Owner challenge the grant or issuance of same; provided, however, that Trinity shall accept sole responsibility for and satisfy at its sole expense any and all conditions of any such permit(s), license(s) or approval(s). In no event shall any provision of this Agreement require that the Owner grant Trinity access to perform work pursuant to a permit, license or other approval with one (1) or more conditions that Trinity does not, in writing, agree to accept sole responsibility for and satisfy at its sole expense.

6. All notices or other submissions required by or appropriate under this Agreement shall be sent by first-class mail, facsimile, overnight delivery service or certified mail, return receipt requested, to the Owner or Trinity, as applicable, at the addresses listed in the paragraph preceding the Recitals.

7. The Owner and Trinity hereby represent that they have each read this Agreement in its entirety, that they fully understand all the provisions hereof and that they are voluntarily entering into this Agreement having each had the opportunity to consult with counsel.

8. This Agreement shall be valid through _____, 2022, except that Trinity's obligations and acknowledgements under Paragraph Nos. 2 through 5 shall survive the expiration of this Agreement. Said date may be extended only with the consent of the Owner, which consent shall not be unreasonably withheld, and only upon modification hereof.

By signing below, the Owner acknowledge that they are granting a license and privilege to the Trinity, as aforesaid, and authorizing the above-described work to proceed.

IN WITNESS WHEREOF, the parties have executed and acknowledged this Agreement as of the date first above written.

The Town of Medfield
Board of Selectmen

By: _____

Its Chair, Duly Authorized

Trinity Acquisitions LLC

By: _____

EXHIBIT C-1
DUE DILIGENCE ACTIVITIES

DISCIPLINE	CONSULTANT	SCOPE OF TRINITY DUE DILIGENCE SERVICES
Developer	Trinity Acquisitions LLC	<ul style="list-style-type: none"> • Mutual agreement with Town on strategy for gun range • Conversations with Town and relevant state Agencies (EOHED, MHC, DCAM) regarding Project • Agreement with CAM on scope of work and program
Fiscal Analysis	Fougere	<ul style="list-style-type: none"> • Updated fiscal impact report • Preliminary infrastructure maintenance costs and snow removal
Market Study	Byrne McKinney	<ul style="list-style-type: none"> • Rental market study
Noise/Gun Range	Acentech	<ul style="list-style-type: none"> • Feasible plan for gun range mitigation
Hazardous Materials Scan	Vertex	<ul style="list-style-type: none"> • Test 4 buildings for lead paint, asbestos, hazardous materials
Environmental	McPhail Associates	<ul style="list-style-type: none"> • Environmental assessment report
Existing Conditions	Existing Conditions	<ul style="list-style-type: none"> • As built survey for all major buildings
Design	ICON	<ul style="list-style-type: none"> • Schematic plans
Utilities, Access, Easements, Flood Zone, Traffic	VHB	<ul style="list-style-type: none"> • Updated traffic study • Preliminary updated water and sewer capacity study
Permitting	Fort Point	<ul style="list-style-type: none"> • Review of existing permitting documents • Updated list of all required federal, state and local permits
Historic	PAL	<ul style="list-style-type: none"> • Coordinate with Town officials on compliance with MOA and preserving building eligibility for credits • MHC and NPS Part I submission and approval
Legal & Title	Robinson & Cole	<ul style="list-style-type: none"> • PDA, Term Sheet, LDA, title report

