

Town of Waukegan  
 Due: 10/3/10  
 4th installment

**EXHIBIT A**

<b><u>AMOUNT</u></b>	<b><u>DUE DATE</u></b>
\$60,000	Within 30 days of the first permanent certificate of occupancy for the Development (the "Initial Payment Date")
\$60,000	The first anniversary of the Initial Payment Date
\$60,000	The second anniversary of the Initial Payment Date
<u>\$60,000</u>	The third anniversary of the Initial Payment Date
\$60,000	The fourth anniversary of the Initial Payment Date

**EXHIBIT B to DEVELOPMENT AGREEMENT**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Community Events	\$6,000	\$10,000	\$10,000	\$10,000	\$10,000
Veteran's Memorial Wall	\$4,000				
Housing Trust Fund	\$25,000	\$25,000	\$50,000	\$0	\$0
Downtown Revitalization	\$25,000	\$25,000	\$0	\$0	\$0
Police	\$0	\$0	\$0	\$50,000	\$50,000

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made as of the \_\_\_ day of September, 2006 by and among the TOWN OF WAREHAM, a municipal corporation acting by and through its Board of Selectman and having an address at Wareham Town Hall, 54 Marion Road, Wareham, Massachusetts 02571 (the "Town") and, W/S Wareham Properties LLC, a Massachusetts limited liability company, having an address c/o W/S Development Associates LLC, 1330 Boylston Street, Chestnut Hill, Massachusetts 02467 ("W/S").

### WITNESSETH:

WHEREAS, W/S intends to acquire title to that certain land located in the Town of Wareham, containing approximately 75 acres, which land is located at the intersection of Cranberry Highway and Interstate 195 and is shown as Assessor's Map No. 85, Lots 1003A, 1002A and 1002C (the "Premises");

WHEREAS, W/S anticipates constructing on the Premises an approximately 695,000 square foot shopping center development, together with associated driveways, parking and loading facilities, (the "Development"); and

WHEREAS, this Agreement represents the understanding among the parties with respect to certain commitments of the Developer to the Town.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Upon the issuance of the first permanent certificate of occupancy for the Development, W/S agrees to pay \$300,000 to the Town in accordance with the schedule attached hereto as Exhibit A. The funds shall be earmarked for the uses outlined on Exhibit B.

2. Notices pursuant to this Agreement should be deemed sufficient if sent by registered or overnight mail to the parties at the following addresses:

TOWN:                   Town of Wareham  
                              Attn: Board of Selectman  
                              Wareham Town Hall  
                              54 Marion Road  
                              Wareham, Massachusetts 02571

W/S:                     c/o W/S Development Associates LLC  
                              1330 Boylston Street  
                              Chestnut Hill, Massachusetts 02467

with a copy to:           Goulston & Storrs  
                              400 Atlantic Avenue  
                              Boston, MA 02110

Attn: W/S Wareham Crossing

Notice shall be effective upon receipt or refusal of delivery whichever shall first occur.

3. This agreement shall inure to the benefit of and be binding upon the parties hereto.

4. This Agreement may be executed in counterpart originals. This Agreement may not be terminated amended modified or waived except if in writing and execute by the Town and W/S.

5. This Agreement may be terminated by W/S if W/S, for itself or its successors, abandons efforts to construct the currently proposed Development.

EXECUTED under seal as of the date and year first written above.

TOWN OF WAREHAM BOARD OF  
SELECTMAN

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

W/S WAREHAM PROPERTIES LLC

By: \_\_\_\_\_

Name:

Title: