

**First Amendment to Memorandum of Understanding (the “First Amendment”) between  
ND Acquisitions LLC (the “Developer”) and  
the Town of Lexington, Massachusetts (“Town”), as joined by the Belmont Country Club,  
Inc. (“BCC”)**

For 55 and 56 Watertown Street, Lexington (collectively, the “Property”)

November \_\_\_, 2018

**WHEREAS;** the Developer is under contract with BCC to purchase the two parcels comprising the Property in order to construct a development consisting of senior independent living and assisted senior living residences and an adjoining development consisting of memory care residences (the “Project”);

**WHEREAS;** the Developer has proposed to rezone the Property to create a Planned Development District PD-3 to allow for the development and use of the Property for the Project;

**WHEREAS;** the Developer and Town, acting through its Board of Selectmen, entered into a Memorandum of Understanding dated November 5, 2018 (the “MOU”), pursuant to which the Developer agreed to provide mitigation measures to be completed by the Developer in connection with the development of the Project;

**WHEREAS;** BCC, as the current owner of the Property and the owner of an adjoining parcel described in the MOU agreed to enter into a separate agreement with Town to subject a portion of BCC’s land not sold to the Developer to a conservation restriction as set forth in Section VIII.A of the MOU;

**WHEREAS;** Town and the Developer now seek to amend the MOU to provide for additional mitigation in connection with the Project;

**WHEREAS;** pursuant to Paragraph XII.J of the MOU, BCC agrees that this amendment does not affect BCC’s obligations under the MOU in any way;

**NOW THEREFORE,** in consideration of the promises herein contained and for other good and valuable consideration, Town and the Developer hereto agree to amend the MOU as follows:

1. Amend Section III by:
  - a. Relabeling it Section III.a;
  - b. Amending the first sentence by adding the phrase “and three (3) of the assisted living units within the Waterstone building” after the words “Independent Living Units”;
  - c. Amending the last sentence by adding the words “or agreements” after the word “agreement”; and
  - d. Adding a new section 3.b that reads as follows:

The Developer agrees to provide six (6) moderate income units to be available to residents who earn between 100-150% of area AMI (the “Moderate Income Units”). Four Moderate Income Units will be provided at Waterstone (independent or traditional assisted living depending on demand) and two Moderate Income Units will be provided at Bridges. Fees for these units will be calculated by taking the then-monthly market fee for comparable units/services and discounting it by 33%. The Moderate Income Units will also be subject to a separate Moderate Income Unit Agreement with the Town.

2. Amend Section IV to increase the one-time payment to the Town for Emergency Response Services from \$150,000 to \$250,000.
3. Amend Section V to add the following sentence at the end: The Developer shall engage and fund a third party sustainability consultant to evaluate all aspects of the building design and building systems, including the feasibility of using alternative energy sources and solar readiness. The Developer shall meet with and provide the written evaluation to the Sustainable Lexington Committee prior to Site Plan Review.

Except as otherwise set forth herein, all other terms and conditions contained in the MOU shall remain unchanged and in full force and effect.

Executed under seal as of the date first set forth above.

TOWN OF LEXINGTON  
BOARD OF SELECTMEN

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DEVELOPER:

ND Acquisitions, LLC

a Massachusetts limited liability  
company

By: ND Real Estate, Inc., its Manager

By: \_\_\_\_\_  
Name:  
Title:

## ACKNOWLEDGEMENT

Belmont County Club, Inc. hereby acknowledges and agrees that the First Amendment to the MOU does not affect its obligations pursuant to Paragraph VIII.A of the MOU.

Belmont Country Club, Inc.

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

Name:

Title: