

EXHIBIT A

WELLS AVENUE MITIGATION FUND AGREEMENT

This Agreement (the "Agreement") is entered into as of _____, 2015 by and between the City of Newton, Massachusetts (the "City"), by and through its Board of Aldermen (The "Board") and Wells Avenue, LLC ("the LLC").

WHEREAS, the LLC owns the property located at 2 Wells Avenue in Newton (the "Property").

WHEREAS, the LLC has presented to the City its plans for redevelopment of the Property (the "Project"), and has further described the Project in the LLC's request for certain local approvals from the City, acting through the City's Board of Aldermen.

WHEREAS, the LLC desires to establish and fund an account under the control of the City that may be used to pay the cost of certain studies and transportation improvements as described below, and the City has agreed to the establishment and funding of this account and its management by the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LLC and the City hereby agree as follows:

1. Prior to the issuance of a building permit for the project authorized by Special Permit Board Order #125-15, the LLC shall cause the sum of \$67,500.00 (the "2 Wells Avenue Funds") to be contributed to the City pursuant to the provisions of M.G.L. Chapter 44, Section 53 A. Such sum shall be accounted for by the City as a special revenue fund hereinafter referred to as the "Wells Avenue Mitigation Fund" (the "Mitigation Fund"). The interest earned on the Mitigation Fund shall be added to the Mitigation Fund to be used for the same purposes. The City shall have exclusive control over the Mitigation Fund and the LLC shall have no claim on any monies in the Mitigation Fund and no ability to direct the use of any sums in the Mitigation Fund. Any 2 Wells Avenue Funds monies remaining in the Mitigation Fund after seven (7) years from the date the building permit for the project is issued shall be returned to the LLC without interest.

2. The Mitigation Fund's money shall be allocated and used for the purposes set forth in this paragraph 2: to pay for the cost of traffic and roadway improvements, studies/technical assistance, and transportation programs selected by the City that will mitigate potential impacts of the Project or improve traffic safety and flow at the intersection of Wells Avenue and Nahanton Street, the intersection of Nahanton Street and Winchester Street, and on Wells Avenue and Nahanton Street. The parties hereto acknowledge that the City's current intention is to use the Mitigation Fund to fund, in whole or in part, one or more of the improvements, studies/technical assistance, and programs identified in the preceding sentence. The City, however, reserves the right in its sole discretion to (a) determine the time when any listed additional improvements or programs shall be undertaken so long as the purpose of said additional improvements or programs is to mitigate the traffic impact of any project contributing funds to the Mitigation Fund; (b) specify the amount to be spent for such improvement or program, and (c) generally control all matters relating to the Mitigation Fund.

3. This Agreement represents the entire agreement of the parties with respect to the matters set forth herein.

4. The covenants, agreements, terms and conditions contained in this Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

5. This Agreement shall be governed by and constructed in accordance with the law of the Commonwealth of Massachusetts.

Executed as a sealed instrument on the day and year first above written.

WELLS AVENUE. LLC

By: _____

Title: _____

CITY OF NEWTON

By: _____