

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TOWN OF BROOKLINE AND PELHAM-PLEASANT TRUST

This Memorandum of Agreement between the Pelham-Pleasant Trust, with a principal place of business at 71 Third Avenue, Burlington, Massachusetts 01803, their successors and assigns (“hereinafter collectively referred to as “NORDBLOM”) and the Town of Brookline, a municipal corporation (“Town”), located in Norfolk County, Massachusetts and acting by and through its Select Board (the “Board”), (collectively referred to as the “Parties”) is made and entered into this ____ day of _____, 2026, upon the mutual promises and obligations hereinafter set forth and additional consideration which the parties acknowledge is adequate and appropriate, upon the following terms and conditions:

WHEREAS, certain Brookline voters (the “Petitioners”) have submitted a zoning by-law amendment (the “Proposed Zoning Amendment”) for consideration at a Special Town Meeting commencing November 17, 2026, which would, if passed, create an overlay district (the “Pleasant Street Multifamily Overlay District”);

WHEREAS, NORDBLOM seeks to construct a multifamily project which is currently conceived as including a residential building (the “Residential Building”) and which may include commercial space and both above and below grade structured parking (hereinafter collectively referred to as the “Project”), all of which will be built in compliance with the Proposed Zoning Amendment and any Special Permit issued pursuant to its requirements, a description of the proposed Project, to be further refined through the Special Permit and Design Review process, is attached hereto as Exhibit A;

WHEREAS, the proposed location for the Project is made up of one parcel located at 26 Pleasant Street in Brookline, Massachusetts, all as more particularly described in the legal descriptions contained in Exhibit B, attached hereto and incorporated herein by reference (collectively referred to as the “Property” or the “Site” unless otherwise indicated) and all located within the Pleasant Street Multifamily Overlay District;

WHEREAS, the Parties agree that the Project will benefit the Town in many ways including but not limited to: providing fourteen (14) affordable units on-site in the Residential Building representing 15% of the proposed 96 residential units; providing improvements to the public realm including infrastructure improvements and landscaping, improved pedestrian and bicycle amenities, and improved site design and aesthetics;

WHEREAS, in recognition of the intent and spirit of the vision of the Petitioners as expressed in the Proposed Zoning Amendment, NORDBLOM has expressed its commitment to work with the Town to provide a project with a building of high-quality architecture, urban and sustainable design;

WHEREAS, the Parties agree that the Project is beneficial to the Coolidge Corner Neighborhood and the Town, but will also have impacts on the Town; accordingly, if NORDBLOM proceeds with the Project, NORDBLOM agrees to take steps to mitigate the impacts of the Project on the Town as hereinafter set forth;

WHEREAS, the provisions of this Agreement are available for consideration by the Planning Board and the Brookline Zoning Board of Appeals ("Board of Appeals") in reviewing any application for a Special Permit(s) for the Project;

WHEREAS, the Parties wish to enter into this Agreement to memorialize their mutual understandings and obligations with respect to the Project and those certain permits and approvals required for the Project, as well as any other agreements between NORDBLOM and the Town pertaining to the Project, all on the terms and conditions hereinafter set forth;

WHEREAS, the Parties have discussed the terms and conditions to be included in this Agreement in connection with the Project and in order to mitigate impacts upon the Town;

NOW THEREFORE, in consideration of the promises and mutual obligations of the Parties hereto and upon good and valuable consideration the receipt and sufficiency of which the Parties acknowledge, each of them does hereby covenant and agree as follows:

1. All references herein to the following terms shall have the meanings hereinafter set forth:
 - a) All references to the "Proposed Zoning Amendment" shall be construed as a reference to the text of a Warrant Article prepared for the Town Meeting commencing November 17, 2026, or any Special Town Meetings held concurrently, a copy of which is attached hereto as Exhibit C, as such text may be amended at any such Town Meeting, provided that such amendments (hereinafter referred to as "Amendment(s)") do not impose burdens on the Project which are materially adverse to the financial feasibility of the Project in the reasonable judgement of NORDBLOM (which may include construction or operation costs). The Proposed Zoning Amendment as presented in the Reports of the Select Board and Advisory Committee for the contemplated Special Town Meeting, along with any Amendments thereto prepared by the Select Board, Planning Board, or Advisory Committee submitted with the Combined Reports for the relevant Special Town Meeting will be considered

not to be materially adverse to the financial feasibility of the Project, unless NORDBLOM has indicated such in writing within 7 days of the Combined Reports being posted to the Town website or prior to the commencement of the night of Town Meeting where the Proposed Zoning Amendment and any Amendment(s) in the Combined Reports are to be considered, whichever is earlier. Any other Amendments proposed to the Proposed Zoning Amendment, presented in Supplements to the Combined Reports after the original Combined Reports are posted to the Town website or otherwise (for example, on the floor of Town Meeting), shall be considered materially adverse to the financial feasibility of the Project unless NORDBLOM has indicated that is not the case in writing. If any such Amendment/s to the Proposed Zoning Amendment as passed do impose burdens on the Project which are materially adverse to the financial feasibility, as that term is defined in this section, of the Project and as a result NORDBLOM decides in its sole discretion not to proceed with the Project or that the Amendment/s prohibits NORDBLOM from proceeding with the Project as proposed, then NORDBLOM shall so notify the Town in writing, and in such case this Agreement shall become null and void and of no force and effect. It shall be the Town's responsibility to provide the relevant Combined Reports and all Amendment(s) to NORDBLOM in a timely manner so as to facilitate NORDBLOM's ability to review any Amendment regardless of when and how it is filed with Town Meeting for consideration.

- b) All references to the "Town Meeting Approval Conditions" shall be construed as references to: (i) approval by the November 2026 Special Town Meeting or any concurrent Special Town Meetings and the Attorney General of the Proposed Zoning Amendment; (ii) authorization by Town Meeting for the Select Board to execute this Agreement and any other documents or agreements necessary or appropriate for implementation of the proposed Project; (iii) written confirmation from NORDBLOM to the Town that the Proposed Zoning Amendment, to the extent it has been modified from the form it was passed by Town Meeting, such as in the course of review by the Attorney General, will allow it to proceed with the Project as currently contemplated including as modified with NORDBLOM's approval, and in each case with challenge periods to all such Town Meeting actions having passed (which, in the case of the Proposed Zoning Amendment, shall be the challenge period under G.L. c. 40, Secs. 32 and 32A) with no challenges by unrelated third parties pending or, if any of such actions is/are challenged, the same having been finally disposed of in a manner favorable to the Town Meeting action, not later than June 1, 2032.
2. Upon satisfaction of the Town Meeting Approval Conditions, NORDBLOM shall immediately record this Agreement with the Norfolk Registry of Deeds and/or

Norfolk Registry District of the Land Court, as appropriate and at its own expense and shall provide evidence of such recording to Town Counsel. In the event the Town Meeting Approval Conditions are not satisfied by June 1, 2032, this Agreement shall become null and void and of no force and effect.

3. Upon satisfaction of the Town Meeting Approval Conditions, NORDBLOM agrees to use commercially reasonable efforts to diligently apply for all permits and approvals necessary to proceed with the Project subject to financing and economic conditions and to act on such permits and approvals no later than June 1, 2032.
4. Voluntary Special Permit Conditions: NORDBLOM hereby acknowledges that the following conditions of the Special Permits for the Project shall be acceptable to NORDBLOM and shall not be grounds for objection to the Special Permits granted by the Board of Appeals:
 - a) The Project's dimensions, unit mix, lot placement, and other characteristics shall be construed, where appropriate, by reference to the development proposal of one building containing residential apartments and potentially ground-floor commercial space, which is described in more detail in Exhibit A, incorporated herein, and may be modified during the design review process and the special permit process. The ultimate proposal shall in all cases comply with the Proposed Zoning Amendment. As shown on the plans in Exhibit A, NORDBLOM commits to a ground floor height that could accommodate retail space in the future, at least twelve (12) feet, as measured from finished ceiling of the ground floor to finished floor of the ground floor.
 - b) All buildings shall be fossil fuel free and meet the Town of Brookline sustainability requirements or the State requirements, whichever is greater, at the time NORDBLOM applies for the building permit(s) for each respective phase of the Project.
 - c) For the Residential Building, parking fees must be separate (unbundled) from any rental, lease, sale, employment, contract, or other arrangement that permits a user to occupy the building.
 - d) All illuminated exterior signage shall be designed and installed with the ability to be automatically dimmed after midnight.
 - e) If determined to be appropriate by the Zoning Board of Appeals following consultation with the Department of Public Works, NORDBLOM will construct a raised crosswalk across Pleasant Street in front of the Coolidge Corner branch of the library.

- f) If determined to be appropriate by the Zoning Board of Appeals following consultation with the Department of Public Works, NORDBLOM will reconstruct the existing apex wheel chair ramp adjacent to the Site at the corner of Pleasant St and John St with a curb extension with two directional ramps; one for the John St crossing and one for the Pleasant St crossing and construct a new wheel chair ramp on the south side of Pleasant Street.
- g) If determined to be appropriate by the Zoning Board of Appeals following consultation with the Department of Public Works, NORDBLOM will furnish and install one pair of rectangular rapid flashing beacons in conjunction with a crosswalk across Pleasant Street or John St.
- h) If determined to be appropriate by the Zoning Board of Appeals following consultation with the Department of Public Works, NORDBLOM will extend the curbs along Pleasant Street between John Street and James Street, extend the curbs along John Street between Pleasant Street and Green Street and create up to five new tree pits in the curbs.
- i) As an alternative to (h), if determined to be appropriate by the Zoning Board of Appeals following consultation with the Department of Public Works, at the time of construction NORDBLOM will replace existing sidewalks around the property frontage in concrete, using asphalt behind mature street trees, but this shall not be construed to impose upon NORDBLOM the responsibility for ongoing sidewalk maintenance.
- j) NORDBLOM will mitigate construction impacts to public sidewalks, street curbs, street pavement, trees, and landscaping. NORDBLOM will complete this mitigation with the approval of and in coordination with the Town's Department of Public Works. All work required under this paragraph shall be related specifically to mitigation of the construction for this Project.
- k) In support of the Town's goals related to climate action and resiliency, in particular its goal of promoting building material salvage and reuse by adopting policies that require deconstruction, setting diversion targets, and offering permitting incentives to encourage recovery over disposal:
 - i. NORDBLOM will create and implement a Waste Management Plan utilizing a template recommended by the Town's Sustainability Division, to determine what materials NORDBLOM will generate in advance of demolition and identify specific waste diversion opportunities, if any, for those materials, be it through deconstruction, source separation, or mixed construction and demolition (C&D) recycling, depending on cost and feasibility of such options, if any.

- ii. NORDBLOM will share findings and provide feedback to the Town's Sustainability Division with a minimum commitment of two information-sharing discussions about the Waste Management Plan and feasibility of implementation of any options and the process with the Sustainability Division at mutually agreed upon checkpoints before and after demolition.
 - iii. NORDBLOM will explore sustainable design elements and site features, such as those described in the memorandum attached hereto as Exhibit D. This provision shall not be interpreted as superseding or granting a waiver from any obligation from other provisions of this MOA or any other source including, but not limited to, local, state, and federal regulations, laws, or statutes.
- l) Prior to issuance of a Building Permit the Owner/Applicant shall file a landscape plan for review and approval by the Director of Regulatory Planning and Town Tree Warden.
- 5. NORDBLOM agrees to include with the materials it submits for its Special Permit application and accompanying Design Review a potential design for the Project that contains no vehicular egress or ingress on Pleasant Street. The alternate design submitted pursuant to this subsection must be sufficiently developed to allow the Planning Board and any associated Design Advisory Team to make an informed decision between the design that includes vehicular egress and ingress on Pleasant Street and the design that does not. Upon a showing by NORDBLOM that a design for the Project without vehicular egress or ingress on Pleasant Street curb cut is infeasible, the Assistant Director of Regulatory Planning may exempt NORDBLOM from the requirements of this subsection, but a decision to do so shall not operate to bar the Design Advisory Team, Planning Board, Zoning Board of Appeals, or any other entity from recommending or requiring a partial or total curtailment of vehicular egress or ingress on Pleasant Street as a condition of a Special Permit for the Project.
- 6. NORDBLOM agrees to make a contribution to the Town pursuant to this MOA for improvements in the public realm in an amount equal to \$50,000 ("the contribution"), with the monies to be transmitted to the Town at the time of the issuance of any building permit for the Project. Potential uses for the contribution include, but are not limited to:
 - a) Construction of a crosswalk at the intersection of Dwight and Pleasant Streets;
 - b) Construction of a crosswalk at the intersection of John and Pleasant Streets;

- c) Planting of trees or other natural infrastructure along neighboring streets;
- d) Pedestrian-friendly lighting at locations adjacent to or near the Site.

Subject to the approval of the Director of the Public Works Department or their designee, the contribution may be reduced by an amount equivalent to the cost to NORDBLOM of meeting a potential use of the contribution.

7. NORDBLOM agrees to the following, in accordance with to the Town of Brookline Tree Preservation By-law Rules and Regulations (“Tree Preservation Regulations”):

- a) Retention of the trees located at or near the border between the Site and the adjacent parcel located at 50 Pleasant Street, with such trees to be protected in accordance with the Town of Brookline Tree Preservation By-Law and accompanying regulations, and in a manner that prioritizes preservation of the existing trees;
 - b) In no circumstance shall NORDBLOM allow the total tree canopy for the Project’s lot, to drop below 2% of the lot area, approximately 509 square feet, as determined by the Tree Warden.
 - c) Subject to the demand of and agreement with the owner of property adjacent to the Site, replacement of any Protected Tree (as defined by the Tree Preservation Regulations) that is subject to Tree Retention on neighboring properties and is deemed dead, unviable or hazardous in writing by a Certified Arborist within a period of [5] years from the granting of a Certificate of Occupancy. Any replacement tree must be between [3] and [6] inches Diameter at Breast Height. Any replacement tree that is deemed dead, unviable or hazardous in writing by a Certified Arborist within a period of [5] years from the date of its planting will be similarly replaced by a replacement tree.
8. No later than the issuance of a Certificate of Occupancy, NORDBLOM and the Town shall enter into a Maintenance Agreement, in a form approved by the Commissioner of Public Works, for the upkeep of the landscaping and associated features on the Town-owned property adjacent to the Site and extending to the curb-line, such as planters, street trees, and snow and leaf removal. Nothing contained in this subsection shall be construed to require NORDBLOM to maintain or repair sidewalks other than snow removal.
9. Subject to reasonable availability of materials and assessment of feasibility, NORDBLOM will seek to participate in a low-carbon concrete installation pilot program regarding the installation and maintenance of no less than 200 square feet of low-carbon concrete sidewalk, patio, or hardscaping on a mutually agreed

upon location. NORDBLOM commits to sharing information about installation and wear-and-tear with the Town's Sustainability Division at regular intervals.

10. NORDBLOM agrees to explore options with its consultants and contractors for the use of sustainable materials and non-combusting, non-emitting thermal energy for both the construction of the Project and its ultimate use.
11. NORDBLOM acknowledges that it is solely responsible for the items listed below in the subparts to this Section as they relate to and are required for this Project, and that it does not expect contribution from the Town other than what is required by law or regulation:
 - a) Water and sewer infrastructure costs
 - b) Utilities capacity analysis

12. Undertakings of the Town:

On [Date of vote?], 2026 the Select Board voted to recommend favorable action on the Proposed Zoning Amendment and a Warrant Article related to the general authorization for this Memorandum of Agreement subject to the terms and conditions of this Agreement and shall convey its votes and favorable report to the Advisory Committee and in the Combined Reports (or any supplements thereto) which shall be delivered to all Town Meeting Members. The Select Board shall support and undertake action necessary to obtain the expedited approval of the Attorney General of The Commonwealth of Massachusetts of the Proposed Zoning Amendment by Town Meeting. The Select Board shall also, to the extent appropriate, cooperate with NORDBLOM and shall encourage Town staff to cooperate with NORDBLOM in reviewing in a timely and expeditious manner any required permits and approvals for the Project.

13. Miscellaneous:

- a) Nothing herein shall be construed to eliminate NORDBLOM's ability and right to use the Site as a parking lot unless and until the Project is built.
- b) It is the intent of the Parties that the obligations in this Agreement shall run with the land comprising the Project and be binding upon and inure to the benefit and burden of NORDBLOM and its mortgage lenders and their heirs, successors and assigns during their respective periods of ownership of and/or interests in the Project and its components and shall survive any transfer of the Property or any portion thereof. NORDBLOM agrees to provide a copy of this Agreement to any transferee of the Property or any portion thereof. In the event that NORDBLOM sells, transfers or assigns all or a portion of its rights

in the Site or the Project, it shall notify the Town of the name, address and other contact information of the successor or assignee no later than thirty (30) days before the closing on the sale or transfer of the Site or any interest therein to the successor or assignee.

- c) Each of the Parties signing below hereby represents and warrants that it is authorized to enter into this Agreement and execute the same on behalf of, and to bind legally, such Party. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties, all of which together will constitute one instrument and will be enforceable against the parties
- d) All notices or requests required or permitted hereunder shall be in writing and addressed, if to the Town as follows:

Select Board
Town of Brookline
333 Washington Street
Brookline, MA 0 2445

with a copy to:

Town Counsel
Office of Town Counsel
333 Washington Street
Brookline, MA 02445

If to NORDBLOM addressed as follows:

Robert C. Nordblom, [? Trust]
[Address?]
[Burlington?], MA [Zip Code?]

And a copy to:

Jeffrey Allen, Esq.
Lawson & Weitzen, LLP
88 Black Falcon Avenue, Suite 345
Boston, MA 02210

Each of the Parties shall have the right by notice to the other to designate additional parties to whom copies of notices must be sent, and to designate changes in address. Any notice shall have been deemed duly given if mailed

to such address postage prepaid, registered or certified mail, return receipt requested, on the date the same is received or when delivery is refused, or if delivered to such address by hand or by nationally recognized overnight courier service, fees prepaid, when delivery is received or when delivery is refused, or if transmitted by facsimile or other electronic means with confirmatory original by one of the other methods of delivery herein described, on the date so transmitted by facsimile or other electronic means.

- e) If and to the extent that either of the Parties is prevented from performing its obligations hereunder by an event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the Parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof to confer the benefits to each respective party as contemplated by this Agreement. For purposes of this Agreement, the term force majeure shall mean any cause beyond the reasonable control of the affected party, including without limitation: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; failure of transportation, strikes, lockouts; actions of labor unions; condemnation, laws or orders of governmental or military authorities, requirement of statute or regulation, action of any court, regulatory authority, or public authority having jurisdiction; or any other cause similar to the foregoing, not within the reasonable control of such party obligated to perform such obligation. With respect to any particular obligation of NORDBLOM only, the term force majeure shall include the denial of, refusal to grant or appeals of any permit or approval of any public or quasi-public authority related to Town Meeting Approval Conditions official, agency or subdivision and any litigation brought by a third party relating to such particular obligation.
- f) Failure by NORDBLOM to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until NORDBLOM fails to commence to cure, correct or remedy such failure within sixty (60) days of the receipt of written notice of such failure from the Town to NORDBLOM and thereafter fails to complete such cure, correction or remedy within ninety (90) days of receipt of such written notice or, with respect to defaults which cannot reasonably be cured, corrected or remedied within such ninety (90) day period, within such additional period of time as is reasonably required to remedy such default, provided NORDBLOM exercises due diligence in the remedying of such default and notifies the Town of the steps being taken to remedy the default.
- g) The Parties agree that time is of the essence with respect to the obligations of the Parties as set forth herein. Subject to market conditions and financing

availability, NORDBLOM agrees to use best efforts to diligently apply for the necessary special permits and then expeditiously as possible after the issuance of the Special Permit(s) for the Project to apply for all necessary building permit(s) and to diligently commence work on the Project subject to the terms herein. The Town agrees to request an expedited determination from the Office of the Attorney General with respect to any Proposed Zoning Amendment.

- h) The obligations of NORDBLOM do not constitute the personal obligations of NORDBLOM's employees, directors or officers and the Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. In no event shall NORDBLOM be liable for any incidental, indirect, punitive or special or consequential damages.
- i) Each Party agrees from time to time, upon not less than ten (10) days' prior written request from the other, to execute and deliver a statement in writing certifying that this Agreement is in full force and effect (or if there have been any modifications, setting them forth in reasonable detail), and that there are no uncured defaults of either Party under this Agreement (or, if not, specifying the respects in which the requesting party is not in compliance in reasonable detail), in form reasonably acceptable to and which may be relied upon by any prospective purchaser, tenant, mortgagee or other party having an interest in the Property and any component of the Project. Upon full performance by NORDBLOM of its obligations hereunder, the Town, at NORDBLOM's request, shall issue a statement in a form appropriate for recording with the Norfolk County Registry of Deeds and filing with the Norfolk Registry District stating that all of the terms of this Agreement have been satisfied.
- j) Whenever the consent or approval of any party is required under this Agreement, such consent or approval shall not unreasonably be withheld, delayed or conditioned.
- k) This Agreement shall be deemed to have been executed within the Commonwealth of Massachusetts and the rights and obligations of the Parties shall be governed by Massachusetts law. Any action to enforce the terms of this Agreement shall be brought in Norfolk County Superior Court.
- l) If any provision of this Agreement or the application of such provision to any person or circumstances shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of the provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and shall be valid and enforceable to the fullest extent.

- m) This Agreement sets forth the entire agreement of the Parties with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This Agreement may be modified only in a written instrument signed by the Select Board and NORDBLOM. The Parties do not intend for any third party to be benefited hereby.
- n) This Agreement shall be deemed null and void and of no force and effect if Town Meeting Approval Conditions are not met.

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

[?] TRUST

TOWN OF BROOKLINE,
By and through its Select Board

By _____

[Trustee Name?],
Trustee,
[Trust Name?]

Dated: _____

Dated: _____

ADD signatory entities for each parcel if different:

XXXXXXXXXXXXX LLC

By _____ Dated: _____

XXXXXXXXXXXXXXXXXX

Duly Authorized on behalf of XXXXXXXXXXXXXXXX

XXXXXXXXXXXXX Trust,

By _____ Dated: _____

Trustee of the

XXXXXXXXXXXXX Trust

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

I hereby certify that on this _____ day of _____, 2026, personally appeared the above named _____, and provided identification in the form of _____, and who executed the foregoing as his free act and deed as _____ of the _____ LLC.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

I hereby certify that on this _____ day of _____, 2026, personally appeared the above named _____, and provided identification in the form of _____, and who executed the foregoing as his free act and deed as _____ of the _____ LLC.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

I hereby certify that on this _____ day of _____, 2026, personally appeared the above named _____, and provided identification in the form of _____, and who executed the foregoing as his free act and deed as _____ of the _____ LLC.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

I hereby certify that on this _____ day of _____, 2026, personally appeared the above named _____,
_____, _____,
_____, and _____, personally known to

me and who executed the foregoing as their free act and deed as members of the Select Board of the Town of Brookline acting on behalf of the Town of Brookline.

Witness our hands and seals at Norfolk County, Brookline, Massachusetts, this ____ of _____, 2026.

Notary Public
My Commission Expires:

DRAFT