

**DEVELOPMENT AND IMPACT FEE
(HOST COMMUNITY) AGREEMENT
BY AND BETWEEN
THE TOWN OF ROCKLAND AND
W. N. REALTY, LLC**

OUTDOOR ADVERTISING BILLBOARD

WHEREAS, the Rockland Town Meeting of May 6, 2019 voted pursuant to Article 27 of the Annual Town Meeting Warrant to amend the Town of Rockland Zoning By-Laws by adding a new §415-21.3, Route 3 Corridor Sign Overlay District such that off-premise and billboard signs may be allowed in the Route 3 Corridor Sign Overlay District by way of special permit from the Zoning Board of Appeals, subject to certain dimensional and other requirements (the "Zoning By-Law Amendment");

WHEREAS, W. N. Realty LLC ("WN"), a Massachusetts Limited Liability Company with its principal office located at 24 Summit Drive, Hingham MA 02043, is the owner of or of certain real property located in the Route 3 Corridor Sign Overlay District (the "Property");

WHEREAS WN proposes to install an outdoor advertising billboard on the Property, being a portion of the real property owned by W. N. Realty LLC at 61 Accord Park Drive, Rockland, Massachusetts. Said billboard to be located on Parcel 11 on Map 5 of the Rockland assessor's map approximately as shown of the sketch plan attached hereto as Appendix A. The deed for the real property being recorded at the Plymouth County Registry of Deeds in Book 45423, Page 323.

WHEREAS, seeks to construct, install and operate a monopole outdoor advertising structure having two (2) sign faces (the "Billboard") for third party advertising at the Property in the event that all requisite local, state and federal approvals are obtained by WN for the installation of said Billboard;

WHEREAS, the Town of Rockland ("Town"), a Massachusetts municipal corporation, with its Town Hall located at 242 Union Street, Rockland, Massachusetts, seeks to be compensated for any impact to the Rockland community associated with the construction, installation and operation of the monopole outdoor advertising structure in the event that all requisite local, state and federal approvals are obtained by WN for the installation of said Billboard; and

WHEREAS, the Town seeks to limit both in time and manner the Billboard and any impacts therefrom, including, but not limited to, limiting the term of the Billboard to fifty (50) years.

NOW THEREFORE, WN, and the Town hereby agree to the following terms, conditions and requirements of this Development and Impact Fee Agreement ("Agreement") in connection with the Billboard to be installed at the Property pursuant to said Zoning By-Law Amendment:

(a) WN agrees to pay an impact fee to the Town in the amount of Sixty Thousand Dollars (\$60,000) per year for each of the first five (5) years; from Year 6 through Year 10 the annual payment shall increase Five Thousand Dollars (\$5,000) for each year beginning in Year 6; from Year 11 through Year 15 the annual payment shall increase Five Thousand Dollars (\$5,000) for each year beginning in Year 11; from Year 16 through Year 20 the annual payment shall increase Five Thousand Dollars (\$5,000) for each year beginning in Year 16; from Year 21 through Year 25 the annual payment shall increase an additional Five Thousand Dollars (\$5,000) for each year beginning in Year 21; from Year 26 through Year 30 the annual payment shall increase an additional Five Thousand Dollars (\$5,000) for each year beginning in Year 26; from Year 31 through Year 35 the annual payment shall increase an additional Five Thousand Dollars (\$5,000) for each year beginning in Year 30; from Year 35 through Year 40 the annual payment shall increase an additional Five Thousand Dollars (\$5,000) for each year beginning in Year 35; from Year 40 through Year 45 the annual payment shall increase an additional Five Thousand Dollars (\$5,000) for year beginning in Year 40; from Year 45 through Year 50 the annual payment shall increase an additional Five Thousand Dollars (\$5,000) for each year beginning in Year 45 (See Appendix B which is incorporated by reference into this Agreement, for a list of payments.) Said amounts to be paid to the Town on the condition that: (i) the Zoning Board of Appeals grants a Special Permit for the construction, installation, operation, maintenance and repair of the Billboard, or impose unreasonable condition(s) which would nullify the intent of this Agreement and all applicable appeal periods have expired without an appeal having been taken; (ii) the Building Inspector issues a building permit for the erection and installation of said Billboard and all applicable appeal periods have expired without appeal; and (iii) all other necessary local, state and/or federal permits, licenses and approvals for the construction and installation of said Billboard have been issued (See also sub-paragraph (c) below) and all applicable appeal periods having expired without appeal or WN constructs the Billboard while the matter is on appeal, whichever is first to occur. WN shall pay the first year's impact fee to the Town within five (5) business days after all conditions set forth in the preceding sentence (permits, licenses and approvals issued) have been completed and any applicable appeal periods have expired as set forth above. All subsequent annual payments shall be made on or before this anniversary date.

If WN or an affiliate enters into any future billboard development or impact fee agreement (or an equivalent) with any Massachusetts city or town (other than the City of Boston) ("municipality") within five (5) years of this Agreement, WN shall notify the Town of the agreement and, if requested in writing by the Town, WN shall provide the Town with a copy of said agreement (the "Other Municipal Agreement"). The Town may evaluate the Other Municipal Agreement, and the Town shall have the option of receiving the same fee payments (based per single billboard with two (2)

sign faces) as reflected in the Other Municipal Agreement (which shall include any upfront payment methodology) for the term of the Other Municipal Agreement (not to exceed the term of this Agreement). If the Town chooses that option and if this Agreement continues for a period of time after the expiration of the Other Municipal Agreement, fee payments to the Town in such remaining period of time pursuant to this Agreement shall revert back to the original schedule of fee payments as set out herein. This process may be repeated by the Town at any time during the five (5) year period set out in this paragraph.

(b) WN shall, in good faith, proceed expeditiously ahead with the process of permitting the Billboard including its application for a Special Permit from the Rockland Zoning Board of Appeals. In the event of any appeal of a necessary local, state and/or federal permit, license and/or approval for the construction and installation of said Billboard by a third party, including any appeal of a Special Permit issued by the Zoning Board of Appeals or building permit issued by the Building Commissioner, WN shall vigorously defend the grant thereof in a manner consistent with applicable law and any and all payments required hereunder shall be suspended during the appeal. If WN constructs the Billboard under the terms of a Special Permit, anything herein to the contrary, the payments set forth shall commence upon the completion of construction of the Billboard.

(c) WN's obligation to make the above-referenced impact fee payments (the initial and all subsequent payments) to the Town for the full term of this Agreement (50 years) shall be in effect and continue in full force and effect, except for WN's inability to obtain necessary local, state and/or federal permits, licenses and approvals as set out in Paragraph (a) above or condemnation as set out in Paragraph (d) below. As such the impact fee payment obligation continues, for instance: (i) regardless of the location in the Route 3 Corridor Sign Overlay District WN constructs the Billboard; (ii) in the event WN decides not to proceed ahead with the Billboard, or is not proceeding ahead with the Billboard for a reason(s) other than a denial or successful appeal of a necessary permit, license or approval after a timely and good faith application therefore by WN, or (iii) in the event that WN removes the Billboard for any reason, including, but not limited to, any change in available technology, prior to the end of the fifty (50) year term of this Agreement. WN's obligation to make the above-referenced impact fee payments shall not be affected, in whole or in part, as a result of WN's ability or decision to erect and/or maintain a particular type of Billboard, including, but not limited to, an electronic or digital billboard.

(d) WN shall submit an application for all required state and local permits and approvals within ninety (90) days from the date of this Agreement and proceed with reasonable diligence in obtaining such permits and approvals (hereinafter the "Permit Application Deadline"). WN shall have six (6) months from the Permit Application Deadline to obtain all state and local permits and approvals (the "Permitting Deadline"). If despite diligent efforts WN has not obtained all state and local permits within the Permitting Deadline, WN shall be entitled to one three (3) month extension of the Permitting Deadline by advance written notice given to the Town not later than thirty (30) days prior to the end of the Permitting Deadline. In the event that WN

has not obtained all state and local permits within the Permitting Deadline or Permitting Deadline as extended herein, the Town shall have the right without any recourse to WN to terminate this Agreement and shall be free to enter into another agreement with any other person or entity.

In the event that WN loses the Billboard due to condemnation, the Town Administrator and the Board of Selectmen agree to expressly support and take no action to prohibit WN from reconstructing and/or replacing such Billboard (provided that the size, height and dimensions of same do not exceed that of the Billboard which was lost due to said condemnation) on the same lot, or if such lot is no longer available for said purpose, another location that complies with the Zoning By-Law Amendment, including zoning approvals pursuant thereto (the "Replacement Billboard"), subject to applicable law, (including, but not limited to, acknowledging the Town Administrator's and/or Board of Selectmen's consent to any state or federal governmental authority for said Replacement Billboard), it being expressly understood that said Replacement Billboard would be fully subject to this Development Agreement, including being limited to the remaining years of said 50-year limitation contained herein and WN would not be required to pay an additional impact fee beyond required by this Agreement for said Replacement Billboard for the remainder of the original fifty (50) year term.

(e) The term of the Billboard shall be limited to fifty (50) years. At the end of the 50-year term, the Billboard, which shall include all foundational and other structural components, must be removed by WN, unless a new Development and Impact Fee Agreement is entered into by the Town in the Town's sole discretion, and all Town and State permits and approvals are obtained.

(f) WN shall make its Billboard available to the Town and/or Rockland based non-profit organizations, as follows:

(i) Non-Electronic/Non-Digital Billboards

If requested by the Board of Selectmen (for purposes of this Agreement, reference to the Board of Selectmen shall also be deemed to include and authorize the Town Administrator), WN shall provide to the Town, subject to availability, but in no event less than thirty (30) days per year if so requested by the Board of Selectmen, space on either side of the Billboard for Town messages (which messages shall be designed, constructed and installed at WN's sole cost and expense). If requested by the Board of Selectmen, WN shall, pursuant to this provision, provide the Billboard to a Rockland based non-profit organization in lieu of the Town. The final selection of the Rockland-based non-profit shall be made by WN. If requested by the Board of Selectmen, WN shall, at its sole cost and expense, design, construct and install: (i) a permanent "underwrapped" background Town message in form and substance acceptable to the Town and WN, which message will be displayed subject to the availability requirements set forth

above; and/or (ii) an industry standard “belt” sign along the bottom of the Billboard for a Town message, if approved as part of the Special Permit, and subject to any other requisite governmental approvals, and subject to internal approval by WN.

(ii) Electronic/Digital Billboards

With respect to an electronic/digital billboard, WN shall place an electronic/digital Billboard message for the Town on the electronic/digital Billboard when the Billboard is not otherwise displaying a message: (i) for a WN customer; (ii) pursuant to a requirement or agreement with the federal or state government; or (iii) when WN is periodically displaying notice of the availability of the Billboard for advertising, but in no event less than ten (10) hours per month regardless of such other usage. WN and the Town shall cooperate with respect to the implementation of this provision. If requested by the Board of Selectmen, WN shall assist the Town with the design of messages. If requested by the Board of Selectmen, WN shall, pursuant to this provision, provide the Billboard to a Rockland based non-profit organization in lieu of the Town’s allocated billboard time not to exceed ten (10) hours. The final selection of the Rockland-based non-profit shall be made by WN. If requested in writing by the Town, WN shall provide documentation of such electronic displays of messages pursuant to this paragraph for the twelve (12) months prior to said request.

(g) The Billboard shall comply with the following requirements, conditions and restrictions:

- (i) The Billboard, if electronic, shall use automatic level controls to reduce light levels at night and under cloudy or other darkened conditions;
- (ii) The Billboard shall be turned off from 1 a.m. to 5 a.m. daily;
- (iii) The following types of Billboard are prohibited: animated, projected, moving or giving the illusion of movement (including any moving parts), scrolling, flashing, revolving, blinking, and intermittently illuminated, signs, beacons (or any light directed at any location other than the sign itself), searchlight, pennant, and inflatable sign, including balloon; with physical movements of any kind; changeable copy or message that change at intervals of more than once every eight (8) seconds; tri-vision; video or that otherwise give the illusion of video or moving images; with sound; with pyrotechnics; and/or which by reason of position, wording, illustration, size, shape or color obstruct, impair, obscure, interfere with the view of, or may be confused with any traffic control signal or device or which may otherwise obstruct or interfere with traffic. Changes of image shall be

instantaneous as seen to the human eye and shall not use fading, rolling, window shading, dissolving or similar effects. To the extent a Billboard, including with changeable copy or message, simply changes at intervals of not more than once every ten (10) seconds without otherwise being intermittently illuminated or flashing, etc., said sign shall not be deemed to be intermittently illuminated or flashing for purposes of this Agreement or otherwise in non-compliance with these restrictions.

(iii) The Billboard may be double sided and shall not exceed the dimensional requirements of the zoning bylaw. No more than one sign face may be visible to drivers facing the same direction. The Billboard shall be mounted on a pedestal or other support structure which shall not exceed 50 feet in height from the elevation of the Route 3 State Highway immediately adjacent thereto to the highest point of the sign. The bottom of the Billboard shall not exceed the height from the normal grade as calculated pursuant to the applicable Zoning Bylaw.

(iv) The Billboard shall comply with the provisions of the Massachusetts Outdoor Advertising Regulations and the Town of Rockland Zoning Bylaws, including Section 415-21.3, as amended by the Zoning Bylaw Amendment, which are incorporated by reference herein.

(h) WN shall provide a financial surety to the Town, in an amount to be determined by the Zoning Board of Appeals at the time of approval of the special permit (if approved) or at any time thereafter as determined by the Building Inspector, which will cover the full cost of the removal of any portion of the Billboard (including all foundational and other structural components) which is found to be abandoned or discontinued, or is in disrepair, and which has not otherwise been removed by WN, whether voluntarily or as ordered by the Town, an administrative agency or a court. Upon removal of the Billboard, as defined herein, by or as ordered by the Town, WN shall be responsible for any costs, including attorney fees and legal costs incurred by the Town in excess of such financial surety, which shall be paid to the Town within twenty-one (21) days of a written demand by the Town. Alternatively in the event there are any funds from the financial surety remaining after such removal by the Town, said financial surety shall be returned to WN without interest.

(i) This Agreement shall not be deemed to limit the legal authority of the Zoning Board of Appeals with respect to the Zoning Board of Appeals' review of or decision regarding a special permit application pursuant to the Zoning By-Laws and other applicable provisions, as may be amended, or obligate the Zoning Board of Appeals to grant a Special Permit.

(j) WN has provided the Town with a copy of its policy not to accept any sexual oriented businesses as advertisers and further states that it will not of its own volition allow any sexual oriented businesses to advertise on the Billboard, if approved. Said policy is a

WN policy and nothing herein shall be deemed to impose a contractual requirement on WN contrary to applicable law.

This Agreement shall apply to WN and its successors, transferees and assigns. It shall be enforceable by WN (its successors, transferees and assigns) and/or by the Town. WN shall have a registered agent in Massachusetts to the extent required by applicable law, including as applicable or required for non-Massachusetts corporations and companies. The Town shall have the right to record, or otherwise have WN record, at WN's expense, this Agreement (or notice thereof approved by the Town) at the Plymouth County Registry of Deeds. Said recording shall reference the book and page number of the deed vesting ownership in the real property on which the Billboard is to be or has been placed.

No entity or individual other than WN shall apply to the Town or a Town board or official for any zoning permit or approval, building permit or other permit for the Billboard, nor shall any other entity or individual be granted any such permit or approval.

Notwithstanding any Special Permit issued by the Town, including by its Zoning Board of Appeals, the right to maintain and operate the Billboard on the Property is hereby limited to WN and no other party shall have any right to maintain or operate a Billboard on the Property, except for an assignee or transferee or other successor in interest of WN which receives the written consent of the Board of Selectmen of the Town, which consent shall not be unreasonably withheld, and subject to the assignee or transferee or other successor in interest agreeing and complying with all provisions and obligations of the Agreement including all payments obligations to the Town. (See also below.)

This Agreement constitutes the entire agreement between parties and supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof. Amendments or modifications to this Agreement must be mutually agreed to in writing by WN and the Town.

By executing this Agreement, WN hereby agrees not to bring a legal or other action challenging the validity or terms of this Agreement. WN may, however, bring a legal action to enforce the terms of this Agreement, subject to applicable law. All parties hereto agree that exclusive jurisdiction and venue over any dispute arising out of this Agreement shall be in the Plymouth County Superior Court and the parties hereto hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute. However, in the event the Superior Court does not have subject matter jurisdiction the matter or dispute must be brought in the Hingham District Court. Alternative dispute resolution may be entered into only with the express written consent of the Town in its sole discretion. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

If for any reason any nonmaterial provision of this Agreement is unenforceable according to its terms, or is otherwise void, said provision shall be considered a separate, distinct, and independent part of this Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that any material provision of this Agreement is unenforceable according to its terms, or is otherwise void, the parties agree

to immediately enter into negotiations in good faith and make equitable amendments to restore the relative burdens and benefits of this Agreement.

Notices provided under this Agreement shall be forwarded in one of the following ways: (i) hand delivered (signature required), (ii) sent by express mail (signature required) or (iii) by certified mail/return receipt requested to, to the addressees below. Each party may change its designee by providing written notice to the other party and shall do so when the designee changes.

Notices to WN shall be sent to:
W. N. Realty LLC
24 Summit Drive
Hingham MA 02043
Attention: Richard Walker, Manager

Copy to:

Steven M. Guard, Esq.
GUARD LAW LLC
1165 Washington Street
Hanover, MA 02339

Notices to the Town of Rockland shall be mailed to:

Rockland Town Hall
242 Union Street
Rockland, Massachusetts 02370
Attention: Town Administrator

Copy to:

Rockland Town Counsel
Same Town Hall address as above

This Agreement may be signed in any number of counterparts, and each thereof shall be deemed to be an original, and all of such counterparts are one and the same agreement.

Each party to this Agreement hereby certifies that the person executing this Agreement on its behalf has full authority to execute this Agreement on behalf of said party.

Absent compliance with the requirements, including impact fee payments, set out in this Agreement, no billboard shall be constructed, installed or operated at the real property referred to herein. As referenced above, the deed for the real property being recorded at Plymouth County Registry of Deeds in Book 45423, Page 323.

[Signature pages follow]

Executed as a sealed instrument, covenant and agreement this 10th day of Dec, 2021.

W. N. REALTY LLC

By: _____

Print Name: Richard Walker, Manager

By: _____

Print Name: Thomas Norton, Manager

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

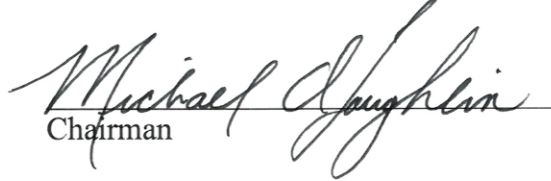
On this 10th day of December, 2021, before me, the undersigned notary public, personally appeared the above-named Richard Walker and Thomas Norton of W. N. Realty LLC and proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is above, and acknowledged to me that he signed it voluntarily on behalf of WN Realty LLC for its stated purpose.

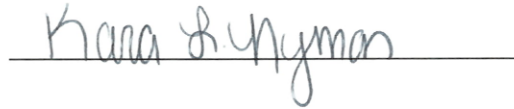


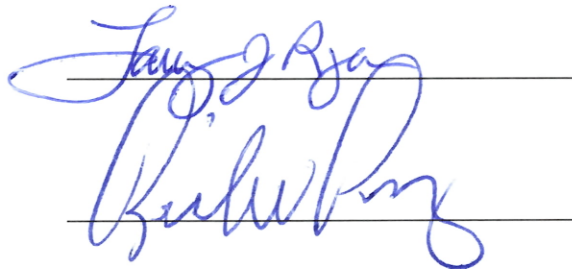
Steven M. Guard (official seal)
Notary Public
My Commission Expires:

[Signatures continue on next page]

TOWN OF ROCKLAND
By its Board of Selectmen

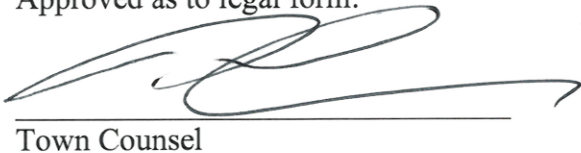

Chairman







Approved as to legal form:


Town Counsel

and By its Town Administrator



COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

On this 7 day of Dec., 2021, before me, the undersigned notary public, personally appeared the above-named M. O'Laughlin, K. Hyman, L. Ryan, R. Healy, T. Needham members of the Board of Selectmen of the Town of Rockland, and Doug Lapp, Town Administrator of the Town of Rockland, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed above, and acknowledged to me that they signed it voluntarily on behalf of the Town of Rockland for its stated purpose.

 (official seal)
Notary Public R. W. Gorman
My Commission Expires: 10/30/26

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