

## TERM SHEET

1. Upon entering this Agreement, \_\_\_\_\_ will issue a press release announcing that it has reached agreement with the Library.
2. \_\_\_\_\_ will not encourage or support, directly or indirectly, or through any social media outlet, any ongoing opposition effort or statements opposing the Project. or encourage or support, financially or otherwise, a third party appeal, if any, to the P&Z's decision.
3. The Library's obligations under this Agreement beyond P&Z's deliberations and decision following public hearing are expressly conditioned on P&Z approving the Library's applications for the Project in full, meaning without imposition of any condition regarding preservation of the 1913 Building, or of any condition that, in the Library's sole and complete discretion and view, makes the Project incapable of completion.
4. If any appeal is taken of the P&Z approvals of the Project, by anyone, or in the event a citizen's referendum is filed with sufficient support to challenge the Town's investment in the Project, the Library, in its sole and complete discretion, may declare the Agreement null and void, subject to possible renegotiation at the Library's discretion upon resolution of any appeal or referendum in a manner the Library deems favorable to its interest.
5. For purposes of this Agreement, the Library and \_\_\_\_\_ agree that the "1913 Building" shall mean the 65' x 20' east-facing façade and front rooms of the existing structure, OR if desired by \_\_\_\_\_ the entire portion of the structure built in 1913 plus the 1936 addition.
6. Upon entering this Agreement, the Library will share with \_\_\_\_\_ and the Director of Public Works all reports and information regarding the presence of hazardous materials in the existing structure, including the 1913 Building, and its plan for remediation, to begin in a later phase of the Project, prior to when the existing structure is scheduled for demolition. \_\_\_\_\_'s contractor will have reasonable opportunity to inspect the 1913 Building and to have input into the Library's remediation plan for the 1913 Building.
7. At the time it receives its Building Permit, the Library will provide to \_\_\_\_\_ and the Town an estimated Project Timeline, to include the estimated date when demolition will begin of the existing structure of which the 1913 Building is part. This estimate will be updated by the Library as the project continues, in order to enable \_\_\_\_\_ to plan for the removal and relocation of the 1913 Building.
8. Within 30 days of receipt of its Building Permit, the Library will provide \_\_\_\_\_ with a description of how its contractor will demolish the existing building.
9. Within 60 days for receipt of the Library's demolition plan, \_\_\_\_\_ at its expense will provide to the Library a complete engineering plan, including drawings, prepared by or for its contractor, describing the process for removal and relocation of the 1913 Building, to include in particular (a) how the 1913 Building should be separated from the existing structure, to be performed by the Library's contractor at \_\_\_\_\_'s expense; (b) how the

1913 Building should be braced for movement/transport, also to be performed by the Library's contractor at \_\_\_\_\_'s expense; (c) how the 1913 Building is to be moved/transported by \_\_\_\_\_'s contractor at \_\_\_\_\_'s expense; and (d) how the 1913 Building is to be placed at its new location, by \_\_\_\_\_'s contractor at \_\_\_\_\_'s expense. ("Relocation Engineering Plan").

10. The Library and its contractor will have opportunity to review and comment on the Relocation Engineering Plan, and within 30 days from the date it was provided by \_\_\_\_\_ to the Library, the contractor(s) for the Library and contractor(s) for \_\_\_\_\_ will agree on (a) the scope of work of the Relocation Engineering Plan; (b) a reasonable estimation of the approximate cost of each phase of the Relocation Engineering Plan, described, above; and (c) the maximum expense that the Library will incur to separate the 1913 Building and to brace it for removal/transport by \_\_\_\_\_'s contractor, as described in the Relocation Engineering Plan.

11. As the Project proceeds, the Library will provide \_\_\_\_\_ ninety (90) day written notice its intention to commence demolition of the existing structure, so that \_\_\_\_\_ (a) can make the disclosures, described below in Para. 12; (b) can ensure the designated relocation site of the 1913 Building has been prepared; and (c) can prepare to conduct the removal and relocation work outlined in the Relocation Engineering Plan.

12. \_\_\_\_\_ will demonstrate in writing, at the time the Library gives its ninety (90) day notice of intent to commence demolition, to the satisfaction of the Library and the Town, that \_\_\_\_\_ (a) has valid legal rights to a site for relocation of the 1913 Building; (b) has engaged in writing a contractor capable of accomplishing removal and relocation of the 1913 Building in accordance with the Relocation Engineering Plan, and that is ready, willing and able to perform the removal and relocation described therein; and (c) has secured ready funds for the reasonable estimated cost of the separation, bracing, removal and relocation of the 1913 Building, as estimated in the Relocation Engineering Report.

13. Within thirty (30) days from the time \_\_\_\_\_ has made the disclosures listed in Paragraph 9, above, \_\_\_\_\_ will pay to the Library the estimated cost for the separation of the 1913 Building and the bracing of it for removal, to be performed by the Library contractor, as agreed between the parties in the Relocation Engineering Plan, described, above, in Paragraphs 9 and 10.

14. The Library will, at its cost, use its best efforts to remediate hazardous materials its investigation has revealed in the existing structure, including the 1913 Building.

15. The Library will, at the cost of \_\_\_\_\_, as estimated in the Relocation Engineering Plan, use its best efforts, to separate the 1913 Building from the existing structure, and to brace/secure it for removal and relocation by \_\_\_\_\_.

16. Following completion of the separation of the 1913 Building from the existing structure and bracing/securing of the 1913 Building, the Library will provide \_\_\_\_\_ written notice that the 1913 Building is ready for removal and relocation by \_\_\_\_\_.

17. The Library will allow \_\_\_\_\_s contractor reasonable access to the Library site necessary for the inspection of the 1913 Building, and for removal and relocation work to be undertaken and completed.

18. \_\_\_\_\_ will remove the 1913 Building within forty-five (45) days from the date of the Library's written notice that the 1913 Building is ready for removal and relocation. \_\_\_\_\_will restore the Library site from any damage caused by the removal that is inconsistent with, or will add cost to, development of the site under the Project.

19. The parties will seek to use the Town Director of Public Works to resolve any question or claim, finally and without any appeal to any other forum, regarding the Relocation Engineering Plan, the performance by the Library's contractor or \_\_\_\_\_'s contractor of their respective roles in the remediation of hazardous material, separation of the 1913 Building from the existing structure, bracing/securing the 1913 Building for removal, and then its removal/relocation.

20. The removal and relocation of the 1913 Building will be a "where is/as is" situation, beginning with the Library's separation and bracing/securing of the structure for removal, as outlined in the Relocation Engineering Plan. Further, neither the Library nor the Library's contractor, beyond best efforts to perform the work described in the Relocation Engineering Plan, to accomplish the separation of the 1913 Building and bracing of it for removal by\_\_\_\_\_, either guarantees success in removing and relocating it, or will be responsible for anything that happens once removal begins, or for the success of the removal/relocation efforts, or any aspect of cost relating to the removal and relocation effort over the estimated cost, or of the suitability of the 1913 Building for relocation.

21. The time for performance and the obligations of \_\_\_\_\_to the Library under Paragraphs 9, 10, 12, 13, and 18, above, are expressly agreed to be "of the essence," meaning intended to be strictly performed by\_\_\_\_\_, without discretion or opportunity to extend or postpone for any reason. The breach by \_\_\_\_\_of any of the obligations in these Paragraphs 9, 10, 12, 13, and 18, above, whether in substance or in meeting the time provided for performance, however slight, is agreed by \_\_\_\_\_to constitute both irreparable harm to the Library, and also irrevocable and material breach by\_\_\_\_\_, resulting in nullification of this Agreement, at the Library's option, in which case \_\_\_\_\_will be deemed to have waived all its rights thereunder and to have abandoned its intent and effort as regards removal and relocation of the 1913 Building. The Library may then proceed to demolish and to remove the 1913 Building, as allowed by its Town approvals and under law, without any further obligation whatsoever to\_\_\_\_\_. \_\_\_\_\_acknowledges that the Library's concern that the removal of the 1913 Building not delay or complicate the completion of the Project is a valid reason for elevating these specific contractual obligations to the most rigorous timeliness standards and the most severe consequences for breach described herein.

22. The time for performance and the obligations of \_\_\_\_\_to the Library under the remainder of the terms of this Agreement other than those under Paragraph 9, 10, 12, 13, and 18, above, and those of the Library to \_\_\_\_\_are expressly agreed to be material and important, meaning that, if not timely performed, may be enforced by notice to the party failing

to comply, and opportunity to cure; or, that failing to secure compliance, by declaration of breach and pursuit of contract remedies as allowed by law.

23. \_\_\_\_\_ will provide customary disclosures of insurance coverage for itself and its contractor, and for the Library before its contractor commences work, to cover all removal and relocation activity taking place on Library property, and an indemnification agreement and bond for any claims or liabilities that may be asserted against the Library arising from \_\_\_\_\_'s and its contractor's presence on site for removal and relocation of the 1913 Building.

24. None of the Library's and \_\_\_\_\_'s communications or discussions with one another or regarding this Agreement will be deemed private or confidential, under any legal theory, and may be freely disclosed by either or both, without the consent of the other, to the public, to the press, or to any regulatory authority or Town agency, including P&Z, the Town Council, and the Board of Selectmen, and Board of Finance.