

## MEMORANDUM OF AGREEMENT

**67-73 Nobscot Road, Sudbury, MA**

This Memorandum of Agreement (“MOA”) is dated as of the \_\_\_\_ day of ~~July, 2021~~June, 2022 and is by and between the Trustees of the Sudbury Housing Trust, a municipal housing trust established pursuant to G.L. c. 44, s. 55C, having an address of 278 Old Sudbury Road, Sudbury, MA 01776 (the “Trust”), and the Sudbury Housing Authority, established pursuant to G.L. c. 121B, having an address of 55 Hudson Road, Sudbury, MA 01776 (the “Authority”). The Trust and the Authority shall be together referred to herein as the “Parties”.

WHEREAS, the Parties have been made aware of a potential opportunity to acquire real property known and numbered as 67-73 Nobscot Road, Sudbury (the “Property”) for affordable housing purposes; and

WHEREAS, in connection with the potential acquisition of the Property, the Parties desire to conduct certain investigations and due diligence on the Property; and

WHEREAS, the Trust and the Authority desire to share the costs of such investigations and due diligence on the Property and desire to set forth herein the agreement between the Parties with respect to such cost sharing,

NOW THEREFORE, the Parties agree as follows:

1. Subject to the mutual agreement of the Parties, the Trust or the Authority may contract with such parties as may be qualified in order to have performed site feasibility and analysis, environmental investigation and analysis, title examinations, and such other investigation and due diligence on the Property, including legal services, as may be necessary or appropriate in order to evaluate whether to acquire the Property (collectively, the “Due Diligence”). Due diligence shall include legal fees reasonably incurred by the Town of Sudbury in connection with the Property.
2. The Trust agrees to be responsible for 50% of the cost of the Due Diligence up to a maximum amount of ~~\$2510~~\$2510,000.00.
3. The Authority agrees to be responsible for 50% of the cost of the Due Diligence up to a maximum amount of ~~\$2510~~\$2510,000.00.
4. The Trust and the Authority each agree to remit or otherwise make available to the other (or to the Town of Sudbury in the case of legal fees), its proportionate share of the cost of the Due Diligence performed within 30 days of receipt of an invoice for the services rendered.

(Signature page follows.)

SUDBURY HOUSING TRUST  
By Its ~~Trustees~~Chair:

~~Cynthia Howe~~Carmine Gentile, Chair

~~John Riordan~~, Vice Chair

~~Kelley Cronin~~

~~Janie Dretler~~

~~Carmine Gentile~~

~~Robert Hummel~~

~~Karl Pops~~

~~Susan Scotti~~

SUDBURY HOUSING AUTHORITY  
By Its Executive Director:

~~Sheila M. Cusolito~~