

Memorandum of Agreement

between

The City of Everett and NRS, LLC (Professional Soccer Stadium)

This Memorandum of Agreement (“MOA”) is entered into as of the 6 day of November, 2023 by and between the CITY OF EVERETT, a municipality of the Commonwealth of Massachusetts with its principal place of business at 484 Broadway, Everett, MA 02149 (the “City”), and NRS LLC, a Delaware limited liability company with its principal place of business at One Patriot Place, Foxborough, Massachusetts 02035 (the “Proponent”), with Senator Sal DiDomenico, as a third-party overseer. Each of the City and the Proponent is sometimes individually referred to herein as a “Party” and they are referred to collectively as the “Parties.”

Recitals

- A. The Property is located at 173 Alford Street situated partly in the city of Everett and partly in the city of Boston, a parcel of land more particularly described in a deed filed at the Middlesex south registry district of the land court as document No. 1554521 and recorded with the Middlesex south registry of deeds in book 56211, page 350, and also filed with the Suffolk registry district of the land court as document No. 786425 and recorded with the Suffolk county registry of deeds in book 47428, page 145.
- B. Proponent is the proponent for the redevelopment of an existing, defunct power plant site, formerly operated by Constellation Energy, which calls for the demolition of existing structures on the subject site, the remediation of historic environmental contamination, and the construction of a world-class stadium with approximately 25,000 seats.
- C. In its current state, the subject parcel of land is restricted by its designation as a Designated Port Area (“DPA”). As a means to remove the subject parcel of land from the DPA designation, legislative language shall be introduced and must be voted upon by the Massachusetts State Legislature and signed into law by the Massachusetts Governor.
- D. The Parties acknowledge that, prior to the construction of a stadium, a full public hearing process before the City of Everett, including, but not limited to, Site Plan Review by the Everett Planning Board, is required.
- E. The Parties acknowledge that, prior to occupancy of a stadium, a Community Benefits Agreement (herein “CBA”) must be finalized and executed.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and the premises set forth herein, the Parties hereby agree as follows:

1. Community Benefits Agreement. Any items stipulated below shall serve as material elements of the final CBA, with a full understanding by the Parties that additional items will be negotiated into the final CBA.
 - a. Proponent shall dedicate approximately 4-acres of the site to publicly-accessible open space. To the greatest extent possible, the creditable open space shall be consolidated along the waterfront to create an enticing public park that includes a waterfront path consistent with Boston Harborwalk standards and public access to the Mystic River via a dock. Upon completion of the park, Proponent shall maintain the open space in a manner consistent with the City's public open spaces;
 - b. Proponent shall construct and maintain a waypoint station in near-proximity to the waterfront open space, which must include, at a minimum, publicly-accessible, ADA-compliant bathrooms, changing rooms, and water-filling station;
 - c. Proponent shall, at their expense, complete the construction of the waterfront walking path at the Project Site, and work with City and adjacent and applicable property owners, including Wynn MA LLC, to extend the waterfront walking path-- consistent with Boston Harborwalk standards--from the Project Site, under the Alford Street bridge, and connecting to the existing walking path located at Encore Boston Harbor;
 - d. Proponent shall make a one-time financial contribution in the amount of \$5,000,000 toward the construction of a four-season Community Center. This shall be considered a prepayment of "pilot" fees that may apply to the Project Site. Subsequently, Proponent shall make annual payments to the City in the amount of \$1,000,000 or a mutually agreed fee for each ticket sold, whichever is greater;
 - e. Proponent shall work with an Independent Advisory Group (IAG) to solicit input and feedback for the design of the on-site park and waypoint station;
 - f. In lieu of the City's standard Linkage Fee amount as codified in Section 4-5 of the City of Everett General Ordinances, the Proponent shall make a payment of \$10,000,000 to a housing stabilization fund, at the times and in the manner prescribed for the payment of the Linkage Fee in the Everett General Ordinances;
 - g. Proponent shall work with the City of Everett and the Mystic River Watershed Association on the design and implementation of a commercially reasonable trash management plan that prevents trash associated with the site from entering the river;
 - h. To help combat urban heat island effect, Proponent shall install grass rather than artificial turf for their field, but will be allowed to use a hybrid surface or artificial turf in future as necessary;

- i. Proponent shall purchase a hydroponic shipping container farm – commonly referred to as Freight Farms – to be gifted to the City and sited at a location of the City's choosing;
- j. Proponent shall allow the City and its organized youth soccer teams as well as band program to use the stadium and/or field for an agreed-upon number of events per year as long as such use does not jeopardize the integrity of the field or interfere with the primary use of the field for Major League Soccer;
- k. Proponent shall allocate an agreed-upon number of tickets to regular season home games of the New England Revolution to the City of Everett for no cost. For concerts and events held at the stadium, Proponent shall use commercially reasonable efforts to cause the promoter of such events to make an agreed-upon number of tickets available for Everett residents to purchase at face value;
- l. Proponent shall limit their on-site vehicular parking spaces (not including loading docks and similar areas) to 75. A separate agreement between Wynn and the Proponent shall be entered into to disallow overflow stadium parking at either the Encore Boston Harbor or Wynn's East of Broadway garages. In doing so, Proponent commits to funding a study and subsequent implementation of improved pedestrian infrastructure from the Sullivan Square MBTA Station to the Project Site to ensure protected and efficient access, subject to any relevant local and State approvals and availability of funds;
- m. Proponent shall contribute significantly toward local workforce development. For at least the first five years of operation, Stadium operations shall target a minimum of 50% of new full-time employment positions, all of which shall come with locally-competitive wages and benefits without a requirement of a college degree, to residents of the City of Everett. If such employees are not available in Everett, recruitment shall extend to Revere, Lynn, East Boston, Chelsea, Malden, and Charlestown. Prior to ramping up staffing, Proponent shall operate a satellite office within Everett City Hall to educate and attract Everett residents to apply for said positions;
- n. Proponent shall incorporate renewable energy initiatives into the project to the extent possible, will study ways to operate the stadium as net-zero, generating as much renewable energy onsite as possible and purchasing the remainder of their energy needs from renewable sources, and will incorporate commercially reasonable results from that study; and
- o. A one-time financial donation in the amount of \$750,000 shall be made by or on behalf of Proponent to Charlestown for improvements to Charlestown's athletic fields.

2. Environmental, Climate and Open Space Considerations.

- a. The Proponent shall adhere to the updated Massachusetts Contingency Plan regulations (in effect as of March 2024) for brownfields sites with respect to the Property redevelopment;
- b. The Proponent shall commit to elevating the Property to approximately NAVD88 +14' while maintaining the Property shoreline to facilitate meaningful public interaction with the water, and will use commercially reasonable efforts to either (1) cause the shoreline to be elevated to at least NAVD88 +16 feet (the projected 2070 1% storm +1'), consistent with coastal flooding resilience elevations along the lower Mystic and Charles Rivers, or (2) install storm-surge barriers, while maintaining the site shoreline to facilitate meaningful public interactions with the water;
- c. There shall be no residential housing, short-term, or long-term stay units on the Property;
- d. Construction and operation of the stadium shall maintain at least the following DPA attributes: a restored seawall, roadway access, and deepwater docking capabilities (e.g., large ferries);
- e. In its present state, the Property does not have vehicular access to Robin Street. The Proponent shall not interfere with use of Robin St. and will work with owners of adjacent properties and the City to develop an adequate truck route from the Mystic River to the first public way (Rover Street) for maritime industrial purposes; provided that the Proponent shall have the right to limit access to these routes during events at the stadium; and
- f. The Property is subject to several easements granted to Eversource that are necessary to maintain existing electrical grid operations and maintenance. The Proponent has an obligation to Eversource to refrain from interfering with Eversource operations. Eversource will interact with the Massachusetts Department of Public Utilities and ISO-New England to protect both the reliability and needed expansion of the electrical grid, especially as a critical conduit for offshore wind energy. The Proponent shall use commercially reasonable efforts to support such activities.

3. Termination of MOA.

- a. This MOA shall be effective when:
 - i. The legislation regarding removal of the subject parcel of land from the Designated Port Area becomes effective; and
 - ii. The stadium is permitted for construction and occupancy.

- b. This MOA shall terminate automatically, without the need for further action by either Party, if a stadium is not permitted for construction and/or occupancy.

Upon request of either Party, the Parties shall confirm the termination of this MOA in a writing reasonably acceptable to both Parties.

4. Miscellaneous Provisions.

- a. Third-Party Oversight. The Parties agree that Senator Sal DiDomenico is a Third-Party Overseer of this MOA, with concomitant rights to enforce the terms and conditions thereof, and that neither of the Parties may modify, waive, or release any of the Parties' respective obligations under this agreement without Senator Sal DiDomenico's written consent. Senator DiDomenico shall act as Third-Party Overseer for only as long as he shall hold such office and his role as overseer shall end upon the issuance of a building permit for the proposed project.
- b. Successors and Assigns. This MOA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, the Proponent shall not have the right to assign its rights and obligations hereunder without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed.
- c. Integration; Amendment. This MOA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. No change or modification of this MOA shall be valid unless made in writing and signed by the Parties.
- d. Governing Law. This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.
- e. No Waiver. Any failure by either Party to enforce the provisions of this MOA shall in no way constitute a waiver by either Party of any of its rights hereunder, unless such waiver is in writing.
- f. Severability. If any provision of the MOA shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this MOA shall be affected.
- g. Binding Agreement. Each of the persons signing below hereby represents and warrants that he is the duly authorized representative and agent of his respective Party and that he is fully authorized to execute this MOA on behalf of his respective Party.
- h. Limited Liability. No officer, director, elected or appointed official, employee, agent, member, manager or partner of either Party shall have any personal liability hereunder.

- i. Counterparts. This MOA may be executed in counterparts which, together, shall form but one original.
 - j. Recitals. The recitals set forth at the beginning of this MOA shall be incorporated herein as if fully re-stated.
5. Notices. All correspondence and notices regarding this MOA may be sent by electronic mail to the addresses set forth below; provided however, that any default notice under this MOA shall be sent by United States Postal Service, postage prepaid, hand delivery, or recognized overnight courier service, to the addresses set forth below. Any such notice shall be deemed to have been duly given or served on the date delivered, served or delivery is first refused, if by personal service. Either Party may change its address for notice by written notice given to the other by electronic mail. Notice by a Party under this MOA may be given by counsel to such Party.

If to Proponent: NRS LLC
One Patriot Place
Foxborough, Massachusetts 02035
Attention: President
Email:

If to the City: City of Everett
484 Broadway
Everett, MA 02149
Attention: Mayor Carlo DeMaria

If to Senator DiDomenico: Office of Senator DiDomenico
24 Beacon St.
Room 405
Boston, MA, 02133

with a copy to: Blatman, Bobrowski, Haverty & Silverstein, LLC
9 Damonmill Square, Suite 4A4
Concord, Massachusetts 01742
Attention: Jonathan Silverstein, Esq.
Jms@bbhslaw.com

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this MOA as of the date first written above.

CITY OF EVERETT

By: Carlo De Maria, Jr.
Name: Carlo De Maria, Jr.
Title: 11/06/23 - Mayor

Approved as to form:

By: [Signature]
Name: Colleen Mejia, Esq.
Title: City Solicitor

NRS LLC

By: [Signature]
Authorized Signatory