GRIST MILL AGREEMENT

This Agreement is made this 18th day of November, 2025 by and between the Town of Medfield, a Massachusetts municipal corporation and its successors and/or assigns as their interests may appear ("Town") and Thomas J. Courtney, Jr. and Julia L. Courtney, Trustees of the Courtney Family 2019 Realty Trust – Medfield u/d/t dated March 23, 2019 and identified by the Trustees Certificate recorded with the Norfolk County Registry of Deeds in Book 36772, Page 158, and its successors and/or assigns as their interests may appear ("Trust").

WHEREAS, certain unauthorized acts have taken place by the Medfield Grist Mill Committee and other members of the public on the land owned by the Trust at 6 Grist Mill Road, Medfield, MA 02052, which the Trust acquired by deed recorded with the Norfolk County Registry of Deeds in Book 36772, Page 160 ("Locus"); and

WHEREAS, the Trust would like the Town to remove certain improvements and other tangible property that were made to and placed upon Locus without the Trust's consent; and

WHEREAS, the Trust would like to stop all future unauthorized use of Locus by the Town and members of the public;

NOW THEREFORE, for the consideration of One Dollar ($1.00) the mutual covenants and agreements set forth herein, and other valuable consideration paid by the Town to the Trust, the Town and the Trust do hereby agree as follows:

1) The plan of Locus entitled, "Lot Survey Plan, 6 Grist Mill Road, Medfield, Massachusetts" drawn by O'Driscoll Land Surveying, Inc. dated October 8, 2021 shows the location of Locus and is attached hereto as Exhibit A and incorporated herein by reference.
2) The gravel/crushed stone/wood chips parking area is permitted to remain in place, except as set forth in Section 3 below, in its "as is" condition, per the decision of the Medfield Conservation Commission dated June ____, 2025, a copy of which is attached hereto as Exhibit B.

3) The Town shall remove all items of tangible property introduced by the Town from Locus in the area near the historic Grist Mill, including but not limited to, all furniture, Adirondack chairs, wooden trash receptable, old metal and wooden wagon frame on or before December 31, 2025, and the Town of Medfield WWII Memorial, including the square stone steps leading up to said Memorial on or before May 1, 2026. All said tangible personal property, including but not limited to said war memorial, shall be removed from Locus by the Town, at the Town's expense.

4) The Trust has given the Town of Medfield Fire Department a key to the locked gate, which the Trust installed on Locus, approximately as shown on Exhibit A, to prevent further unauthorized access on to Locus. Such access for the Town is to be used for (1) emergency access, (2) legitimate official activities carried out by Town public safety and public works departments, and (3) for the limited purpose of complying with the requirements of this Agreement upon at least 48 hours prior notice, and for no other purposes.

5) The Town shall indemnify and hold the Trust, Thomas J. Courtney, Jr. and Julia L. Courtney, as Trustees and individually ("Indemnified Parties"), harmless from any state or federal enforcement action concerning the unauthorized work in the resource area that was the subject of the Medfield Conservation Commission determination described in Clause #2 above, and harmless from any injury(ies), damage(s), or expenses(s) which the Indemnified Parties suffer as a direct result of a physical entry upon Locus, not authorized in writing in advance by Trust, except for the Town's need to enter upon Locus to complete the Towns' obligations specified in Clause #3 above, by any Town employee, contractor, or other person who is determined to be legally acting under both Town's control and direction at the time of the unauthorized entry, provided that this provision does not impose liability on Town resulting from action(s) of public safety or emergency personnel in the performance of their duties.

6) The Trustees hereby waive all claims for damages against the Town resulting from or related to the unauthorized deposit and/or spreading of any crushed stone, gravel, topsoil, mulch, or other driveway, roadway or parking material on Trustees' property and, except for the purposes of having to (1) defend any state or federal enforcement action referred to in Clause 5 above, and (2) enforce the terms of this Agreement, the Trustees also waive the right to bring any legal proceedings against the Town seeking money damages or equitable relief, based upon the

previously-described unauthorized actions and/or the unauthorized installment or placement of any structure, furniture, equipment or other tangible personal property on Locus prior to the date of this Agreement.

7) Nothing herein shall limit or prohibit the right of the Town to exercise all existing properly recorded and accepted conservation, sewer and drainage easement rights of the Town over, under or through Locus.

8) The Trust acknowledges that certain private trail easements are in place from the developer that may provide private access rights over Locus via any such trail easements and that the Town shall not be responsible in any way for the exercise of such private property rights.

9) The Town shall not take any action to request and/or demand removal of the locked gate referred to in clause 4 above.

10) This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with the schedules, exhibits and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement signed on behalf of each of the parties hereto.

11) The Town shall remove the trash receptacle on Town property in the area of the Grist Mill. However, if the Town elects to keep a trash receptacle on Town property in the area of the Grist Mill, the Town shall empty the said trash receptacle regularly to prevent the trash from overflowing said receptacle.

12) In the event either party must bring legal proceedings to enforce the terms of this Agreement, the non-prevailing party in such proceedings shall indemnify and hold the prevailing party harmless for all court costs and reasonable attorneys' fees incurred by the prevailing party for such proceedings.

13) Neither the failure nor any delay by any party in exercising any right under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right. To the maximum extent permitted by applicable Law, (i) no claim or right arising out of this Agreement or the documents referred to in this

Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties hereto; (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

14) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

15) This Agreement, and any claims that arise out of or result from this Agreement, will be governed by and construed under the laws of the Commonwealth of Massachusetts without regard to any conflicts of laws principles that would require the application of any other law.

16) This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

17) All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand; (ii) sent by facsimile with confirmation of transmission by the transmitting equipment; (iii) received by the addressee, if sent by certified mail, return receipt requested; or (iv) received by the

addressee, if sent by a nationally recognized overnight delivery service, return receipt requested, in each case to the appropriate addresses or facsimile numbers set forth below (or to such other addresses or facsimile numbers as a party may designate by notice to the other parties in accordance with this Section 14):

If to Town:

Ms. Kristine Trierweiler, Town Administrator
Medfield Town House
459 Main Street
Medfield, MA 02052
T (508) 906-3011
E ktrierweiler@medfield.net

with a copy to:

Mark G. Cerel, Esq.
5 N. Meadows Road
Medfield, MA 02052
T (508) 359-5536
E mcerel@franklinma.gov

If to Trust:

Thomas J. Courtney, Jr., Trustee
Julia L. Courtney, Trustee
6 Grist Mill Road
Medfield, MA 02052
T (413) 358-0192 / (508) 873-1196
E tomcourtneyjr@gmail.com / juliacourtney4@gmail.com

with a copy to:

Edward V. Cannon, Jr., Esq.
Doherty, Dugan, Cannon, Raymond & Weil, P.C.
124 Grove Street, Suite 220
Franklin, MA 02038
Attn: Edward V. Cannon, Jr.
T (508) 541-3000 x218
E evc@ddcrwlaw.com

{signature pages follow}

Signed as a sealed instrument this 18th day of November, 2025.

Courtney Family 2019 Realty
Trust – Medfield

By: Thomas J. Courtney Jr.
Thomas J. Courtney, Jr., Trustee

By: J. Courtney
Julia L. Courtney, Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 18th day of November, 2025, before me, the undersigned notary public, personally appeared Thomas J. Courtney, Jr. and Julia L. Courtney, Trustees as aforesaid, authorized signatories, proved to me through satisfactory identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory , to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Mackenzie Wilson
Notary Public Mackenzie Wilson
My Commission Expires: 11/22/2030

Mackenzie M. Wilson
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
November 22, 2030

Signed as a sealed instrument this ____ day of _____, 2025.

Town of Medfield Select Board

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____ , a member of the Town of Medfield Select Board, authorized signatory, proved to me through satisfactory identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory , to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Medfield Select Board.

_____
Notary Public
My Commission Expires: