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A Professional Association of Individual Attorneys and Not a Partnership

JUL 30 2018

**PLANNING BOARD
GRAFTON, MA**

R. Norman Peters
Michael W. Sowyrda
James M. Cahn
Elizabeth Valdes

EXHIBIT 6

July 30, 2018

Hand delivered

Robert Hassinger, Chair
Planning Board
Town of Grafton
30 Providence Road
Grafton, MA 01519

RE: Minor Modification to Site Plan
198 Worcester Street (the "Premises")

Dear Mr. Hassinger:

First, on behalf of my client and me, we would like to thank the Board for its willingness to schedule a special meeting tonight regarding this matter.

At the Board's meeting on July 23, 2018, it considered the request of my client, Sargon Realty, LLC, to substitute a new site plan for the Premises pursuant to Section 1.3.3.10 of the Grafton Zoning Bylaw. Opposition was presented by Doug Radigan, attorney for Louise Schofield, whose property is located at 202 Worcester Street and abuts the Premises to the Southeast.

The Board opted to continue the matter to this evening to give the parties an opportunity to resolve their concerns. I am happy to report that they have indeed resolved same and have executed a settlement agreement, a copy of which is enclosed.

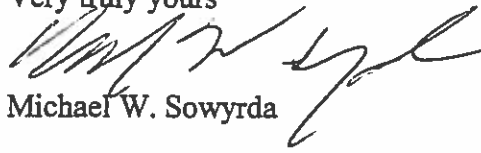
Further, I am pleased to report that the initial indication from Mass DOT are that the request to place a walkway from 204 Worcester Street to 198 Worcester Street in the islands in the State's right-of-way is "feasible," with "minor adjustments". I enclose a copy of my client's initial proposed layout.

Robert Hassinger, Chair
Planning Board
Town of Grafton
July 30, 2018
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Finally, I am pleased to enclosed a copy of the executed license agreement for parking at 204 Worcester Street, which was referenced in the initial application for approval.

Having received this additional and critical information, I respectfully request on behalf of the LLC that the Board grant approval for this plan substitution under Section 1.3.3.10. If you have any questions, please feel free to contact me.

Very truly yours



Michael W. Sowyrda

cc: Sargon Hanna, Manager

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PLANNING BOARD
GRAFTON, MA

SETTLEMENT AGREEMENT

This Settlement Agreement (hereafter, "Agreement") is entered into by and between, on the one hand, Sargon Realty, LLC ("Sargon Realty") and, on the other hand, John and Louise Schofield ("Schofields").

RECITALS

WHEREAS, Sargon Realty is the owner of the property located at 198 Worcester Street, North Grafton, Massachusetts ("198 Worcester Street");

WHEREAS, Louise Schofield is the owner of the property located at 202 Worcester Street, North Grafton, Massachusetts ("202 Worcester Street");

WHEREAS, Sargon Realty, wishes to obtain approval for a "Substitute Site Plan," dated July 18, 2018, prepared by Bertin Engineering, Inc. (the "Substitute Plan") which includes a revised parking plan for 198 Worcester Street which is necessary for the opening of Reunion Tap & Table as a 153 seat restaurant.

WHEREAS, Schofield objected to the Substitute Plan.

WHEREAS, solely to avoid the expense and distraction of litigation, the Parties have agreed to enter into a compromise resolution of a good faith dispute on the terms set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties and mutual covenants set forth herein and of other good and valuable consideration, receipt of which is hereby acknowledged, Sargon Realty and Schofield, hereby agrees as follows:

1. Incorporation of Recitals | The above Recitals are incorporated herein by reference as if fully stated herein.

2. Consideration |

(a) Effective only upon receipt of the duly executed Agreement, Schofields will:

(i) file a letter of support at or prior to the next meeting of the Grafton Planning Board at which approval of the Substitute Site Plan is on the agenda, which letter shall state in part that they are withdrawing their objection to same and now support the site plan approval of such Substitute Plan or materially similar plan, including but not limited to as a minor site plan modification; and

(ii) will publicly support and shall not object to Sargon Realty's efforts for approval of the Substitute Plan or materially similar plan and obtaining of a Certificate of Occupancy, and shall report same to the Grafton Planning Board that they are withdrawing their objections at any public meeting or hearing regarding same as reasonably requested by Sargon Realty.

3. Provided that: (i) a 153-seat restaurant is operating at 198 Worcester Street; or (ii) the owners, tenants, licensees, employees and invitees of 198 Worcester Street or any business therein have the right to park at 204 Worcester Street by license, easement or otherwise; in exchange for Schofield's public support and withdrawal of objection as provided in Section 2 above, Sargon Realty agrees as follows:

a. Insurance.

(i) Sargon Realty or its successor and assign shall maintain, at its expense, the following insurance policies, and shall deliver to Schofield evidence of the following insurance coverage: (1) Commercial General Liability in amounts of at least one million (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) in aggregate listing the owner of 202 Worcester Street (presently Louise R. Schofield) as an additional insured. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Schofield's. All of the aforesaid insurance shall be written by one or more insurance companies with a Best rating of at least "A" (or other equivalent rating). Schofield's acknowledge that Sargon Realty's current insurance is provided through Lloyd's, but that Sargon Realty intends to seek more conventional insurance placement upon occupancy of the restaurant.

(ii) Any policy increases to the minimum amount of Commercial General Liability Insurance maintained by Sargon Realty shall also benefit 202 Worcester Street as an additional insured.

b. Snow Removal.

The parties will work cooperatively on selecting a single contractor for snow removal and sanding services for the winter for the benefit of both parties. Each party shall bear its proportionate cost of any services provided by the contractor. If the parties are unable to agree they are free to contract on its own for such snow removal services. Such proportionate cost shall be determined by such contractor for joint services. Any services provided on specific, special request by either party shall be paid for by such party.

Whether the parties select a mutual snow removal contractor or its own, 202 Worcester Street shall be permitted to push (and store) any snow from its property to the rear lower level of 198 Worcester Street in an area and manner to be designated by Sargon Realty. To the extent that snow volume mandates removal of snow off-site, each party shall pay their proportionate share of same.

c. Access.

Sargon Realty shall direct any invitee or licensee of 198 Worcester Street that utilizes parking at 204 Worcester Street (the "204 Spaces") to use the public right of way to access 198 Worcester Street. Additionally, from 5 PM on Thursdays through close of business of the proposed restaurant ("Reunion") on Saturday night (the "Restriction Period"), Sargon Realty agrees: (i) to require Reunion not to direct any patrons to use the 204 Spaces unless their vehicle is parked by a valet; and/or (ii) to permit non-valet parking at 204 Worcester by only Reunion employees. This restriction pursuant to Section 3(c) shall terminate upon Sargon Realty obtaining permission

from the Mass Dept. of Transportation (and any other entity required) and installing a walkway within the public right of way in front of 202 Worcester Street for 198 Worcester Street's patrons to transit by foot between the 204 Spaces and 198 Worcester Street.

Sargon Realty shall provide Schofields with written evidence when and if such permits and approvals are obtained. If permitted to do so, Sargon Realty shall install the walkway at its sole cost. All work performed by Sargon Realty and its contractors installing the sidewalk in front of 202 Worcester Street shall be performed in a workmanlike manner and in compliance with all governmental permits or approvals and all applicable laws, rules and regulations.

Sargon Realty shall take reasonable precautions to minimize disruption to the use of the 202 Worcester Street during the construction of the sidewalk and avoid any damage or injury to 202 Worcester Street.

d. Signage.

(i) Both 198 Worcester Street and 202 Worcester Street may display signs directing their respective patrons, employees and invitees as to where they are allowed to park consistent with this agreement. The parties will work on a notice system or the like so that cars are given warning before they are towed.

(ii) Neither party may place or maintain signs on any of the easement spaces initially provided for in a deed recorded with the Worcester District Registry of Deeds in Book 8190, Page 287 suggesting in any manner that such spaces are only available for parking by the owners and tenants of the property on which the spaces are located.

e. Fence section replacement.

Provided that the owner of 204 Worcester Street does not object to same, Sargon Realty does not object to the reinstallation by Schofield at her sole cost and expense of that portion of the fence previously knocked down as shown in the photograph attached herewith and 198 Worcester Street will not object.

4. Term.

This Agreement shall be in effect for only so long as 198 Worcester Street utilizes parking spots located at 204 Worcester Street to service 198 Worcester Street.

5. Easement Space Count.

The parties agree that, to accommodate any change in use of 198 Worcester Street which increases the applicable zoning parking requirement under the Grafton Zoning Bylaw as applicable to 198 Worcester Street beyond 88 spaces, Sargon Realty must create or otherwise secure additional parking commensurate with such increase.

6. Miscellaneous

- (a) The Parties agree that time is of the essence in the performance of this Agreement.
- (b) This Agreement and the documents executed in connection herewith reflect the entire agreement of the Parties and supersede any and all prior oral or written understandings and agreements with respect to the subject matter hereof. This Agreement may not be amended, changed, modified, released, or discharged except by a writing signed by the Parties or their duly authorized representatives.
- (c) The Parties agree and acknowledge that this Agreement is the result of a compromise and shall not be construed as an admission by any of the Parties hereto.
- (d) This Agreement may be executed in one or more counterparts. Facsimile or pdf signatures shall have the same force and effect as original signatures.
- (e) Each Party hereto agrees to execute any document or take any action reasonably necessary to effectuate the terms of this Agreement
- (f) The Parties acknowledge that they have had the opportunity to consult with legal counsel and an accountant of their choosing prior to entering into this Agreement, and that they enter this Agreement knowingly and voluntarily relying upon only the representations and warranties and terms and conditions contained in this Agreement and the agreements executed in connection herewith.
- (g) The Parties cooperated in the drafting of this Agreement. Therefore, in the construction of this Agreement, the provisions hereof shall not be construed against any Party.
- (h) This Agreement and its enforceability shall be governed by the laws of the Commonwealth of Massachusetts.
- (i) In the event that any Party brings an action to enforce this Agreement, and the other Party is required to employ counsel to enforce its rights, the prevailing Party shall recover its reasonable attorneys' fees and costs incurred therein.
- (j) No failure to exercise and no delay in exercising any right, power or remedy under this Agreement shall impair any right, power or remedy which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any Party be deemed a waiver of any default or breach subsequently arising.
- (l) This Agreement is executed as an instrument under seal and shall be binding on and inure to the benefit of each of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties, for themselves or by their duly authorized representatives, have entered and affixed their signatures to this Agreement on the dates set forth below.

Executed as a sealed instrument this ____ day of July, 2018.

SARGON REALTY, LLC

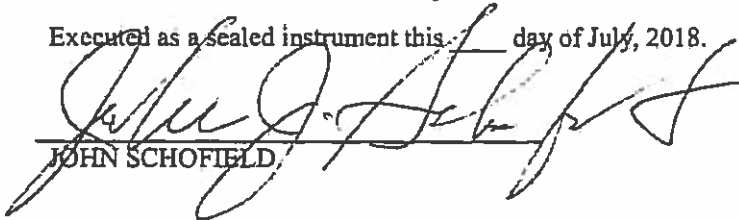
By:

Executed as a sealed instrument this ____ day of July, 2018.



LOUISE SCHOFIELD

Executed as a sealed instrument this ____ day of July, 2018.



JOHN SCHOFIELD

IN WITNESS WHEREOF, the Parties, for themselves or by their duly authorized representatives, have entered and affixed their signatures to this Agreement on the dates set forth below.

Executed as a sealed instrument this 30 day of July, 2018.


SARGON REALTY, LLC

By: Sargon Hanna manager

Executed as a sealed instrument this ____ day of July, 2018.

LOUISE SCHOFIELD

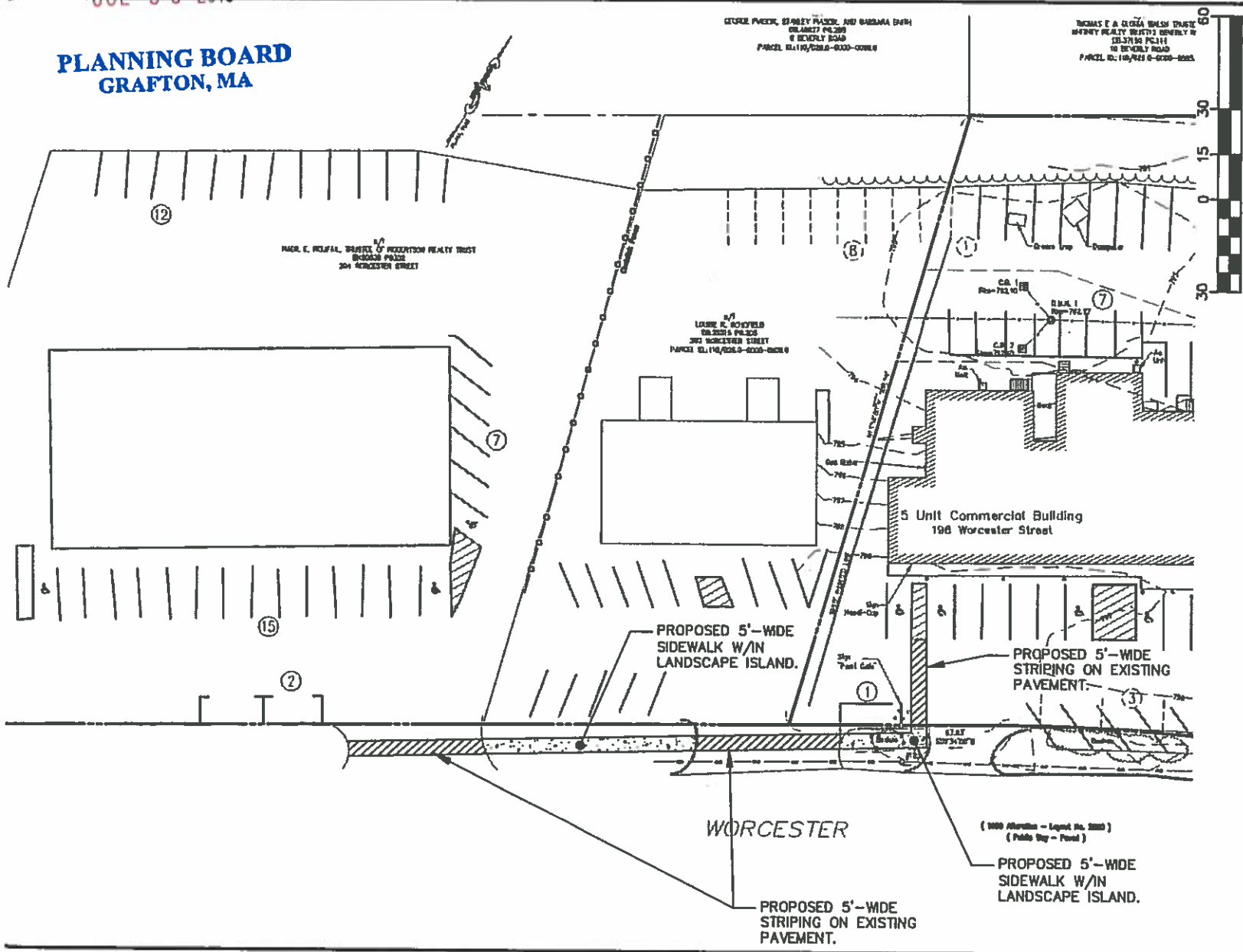
Executed as a sealed instrument this ____ day of July, 2018.

JOHN SCHOFIELD

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PLANNING BOARD
GRAFTON, MA



DRAWN BY: FMB	CHECKED BY:	CLIENT:
	FRANK W. BICCHIERI, P.E. PROFESSIONAL ENGINEER MA. LIC. NO.: 47987	SARGON REALTY, LLC 58 BRIGHAM HILL ROAD GRAFTON, MA 01519
CALISTO BERTIN, P.E. PROFESSIONAL ENGINEER MA. LIC. NO.: 10540 CT. LIC. NO.: 12585 RI. LIC. NO.: 46884 NH. LIC. NO.: 9388	FRANK W. BICCHIERI, P.E. PROFESSIONAL ENGINEER MA. LIC. NO.: 47987	SITE ADDRESS: 198-202 WORCESTER STREET GRAFTON, MA 01519
BRUCE A. FITZBACK, P.L.S. PROFESSIONAL LAND SURVEYOR MA. LIC. NO.: 37731	BRUCE A. FITZBACK, P.L.S. PROFESSIONAL LAND SURVEYOR MA. LIC. NO.: 37731	B BERTIN ENGINEERING 30 ELM STREET SOUTHBRIDGE, MA 01550 P 508.765.0195 F 508.765.0193 www.bertinengineering.com PROJECT # 198-174 SCALE 1"=30' DATE 7/24/18

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PLANNING BOARD
GRAFTON, MA

LICENSE AGREEMENT

License Agreement made this _____ day of July, 2018 by and between Nabil E. Roufail, Trustee of ROBERTSON REALTY TRUST having a usual place of business at 7 Deer Run, Charlton, MA 01507 ("Licensor") and Sargon Hanna, Trustee of SARGON REALTY TRUST, having a usual place of business at 58 Brigham Hill Road, Grafton, MA 01519 ("Licensee").

FACTUAL BACKGROUND

Licensor owns property located at 204 Worcester Street, Grafton, MA (the "204 Parcel"). Licensee owns property located at 198 Worcester Street, Grafton, MA (the "198 Parcel"). Licensee seeks a license from Licensor to park on the 204 Parcel cars associated with the use of the 198 Parcel, including without limitation uses by tenants and occupants of such 198 Parcel, including without limitation their invitees. Licensor is willing to grant such license on certain terms and conditions, which the parties desire to confirm.

NOW, THEREFORE, the parties agree as follows:

1. Grant of Non-Exclusive License.

In connection with Licensee's use of the 198 Parcel, including without limitation uses of the 198 Lot by Licensee, its tenants and assigns, Licensor hereby grants to Licensee, its tenants and assigns a non-exclusive license to park up to fourteen (14) vehicles on the 204 Lot (the "Licensed Spaces"). The parties shall mutually agree on the location of such spaces. This License shall not be recorded with the Worcester District Registry of Deeds and shall be void if so recorded, and shall be terminable at the option of either party upon sixty (60) days prior written notice to the other, with a copy of such notice being sent to the Chairman of the Grafton Planning Board.

2. Primary Use of Spaces.

Licensee agrees to use the Licensed Spaces primarily for employee parking.

3. Licensor as Additional Insured.

Until this License is terminated or revoked, Licensee shall list Licensor as an additional insured on its comprehensive general liability policy and provide proof of such listing to Licensor from time to time as reasonably requested by Licensor, but in no case more often than twice a year.

4. Indemnity.

Licensee hereby indemnifies and/or holds harmless Licensor, its heirs, successors and assigns from and against any and all claims (the "Claims"), including but not limited accidents, personal injury, death and/or property damage, tort liability, penalties, losses, costs and expenses, arising directly or indirectly from the exercise of the parking rights on the 204 Parcel by Licensee, its tenants, occupants and assigns, or others claiming through Licensee.

5. Miscellaneous.

a. In consideration of the grant of this license, Licensee agrees to pay Licensor the sum of up to Five Hundred and no/100 Dollars (\$500.00) to reimburse Licensor for legal fees incurred in the review and negotiation of this license.

b. This agreement shall be construed according to the laws of the Commonwealth of Massachusetts. The parties agree that this agreement may only be amended by a writing signed by both parties hereto, may only be revoked or terminated by either party on thirty days prior written notice and shall not be construed as creating a tenancy. The parties further agree that this document shall not be recorded.

Executed as a sealed instrument this 20 day of July, 2018.

ROBERTSON REALTY TRUST

by: NABIL ROUFAR
Nabil E. Roufail, Trustee as aforesaid

SARGON REALTY TRUST

by: SARGON HANNA
Sargon Hanna, Trustee as aforesaid