

## Exhibit E

### SITE PLAN MODIFICATIONS TO BE REQUESTED BY SELLER

In addition to any site plan conditions referenced in Exhibits A and B, the Seller, as a specific requirement of the Agreement, agrees to submit the following Site Plan Modification requests, pursuant to Town Code §18-256, *et seq.*

1. The Building:
  - a. Seller agrees that Option 1, dated February 7, 2018, and attached hereto as **Sub-Exhibit A**, shall apply to the architectural form of the Building.
  - b. The Building shall have a maximum height of forty-five feet (45') and shall not be increased in height for any reason, including garage access of handicapped vehicles.
  - c. No doors or windows shall be constructed on the back of the Building. All access to the back of the Building shall be in connection with access to the Reciprocal Easement (described below) affecting the Eight Foot Setback area (also described below).
  - d. No lights of any kind, including floodlights, security lights, or other illumination, within or outside of the Building, shall directly shine into the Neighbors' real property.
  - e. The Seller shall not permit any rooftop parking.
  - f. Any equipment necessary for the maintenance of the Building, including HVACs, shall be reasonably aggregated in the center of the roof, which shall be screened, and shall face toward Mill Street.
  - g. The Seller shall permit no use of the roof for any activity except as permitted by the Town. Such use shall remain limited to the approved HVAC, elevator areas, and possibly solar panels, which shall not be enlarged for any such additional purposes.
  
2. Setbacks:
  - a. The parties agree that between the rear of the Building (the side facing opposite of Mill Street) to the Neighbor's lot lines, the Seller shall provide an eight-foot (8') setback ("Eight Foot Setback"). Except as contained in this Agreement, the Eight Foot Setback shall meet all of the Town planning and zoning requirements for the Building and for construction setbacks, without any further waivers or exceptions after approval of this Agreement by the Town.
  - b. The Town understands and has not objection to the Seller and its neighbors granting one another a private reciprocal easement ("Reciprocal Easement") in the Eight Foot Setback area. The Town is not a party to the Reciprocal Easement and parties to the Reciprocal Easement shall have no recourse to the Town for enforcement of such easement.

- c. In order to avoid damaging any trees owned by neighbors during construction of the Building, or afterwards, the Seller shall undertake no excavation within the Eight Foot Setback area.
  - d. During construction of the building, the Eight Foot Setback area shall be filled in and graded at an elevation consistent with the adjoining neighbors' yards.
  - e. During construction of the building and afterwards, the Seller shall provide proper and adequate drainage in the Eight Foot Setback area.
3. Access, fencing, and walls:
- a. The Seller has worked with the adjoining neighbors who hereby waive any demand or interest to require the Seller to construct a six-foot retaining wall, or other demarcation wall, at their lot lines.
  - b. The Seller shall erect new and adequate fencing, including at the edges of the Building, to limit access (except for maintenance as provided herein) to the Eight Foot Setback area. In addition to such fencing at edges of the Building, the Seller shall extend fencing from the Building to the fencing separating the Goldbergs' and Cooneys' properties and also shall extend fencing from the Building to the fencing separating Mai's and the Cooneys' properties. All references to property owners are based on the current legal owners' names listed on the tax records for the referenced adjoining properties.
  - c. Except as necessary during construction, the Seller shall not remove any existing fences at the neighbors' property line. The Seller shall repair and replace any fencing so removed or damaged.
  - d. The Seller shall construct on the rear side of the Building fences to prevent ingress and egress into the Eight Foot Setback area for anything but necessary maintenance by the Seller as provided herein.
  - e. New fences may be constructed or permitted for private use by the adjoining neighbors within the Eight Foot Setback area.
4. Any Site Plan Modification may only be amended or modified only with the consent of the Town Council as provided by the Code of the Town of Vienna.