

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement"), dated as of _____, 2021, by Maple Multi-Family Land SE, L.P., a Delaware limited partnership ("Applicant"), is made in favor of the Town of Chelmsford, a municipal corporation of the Commonwealth of Massachusetts (the "Town"), acting by and through its Select Board (the "Select Board").

Reference is made to the following facts:

A. That Developer has an agreement to purchase a certain parcel of land at 255 Princeton Street, Chelmsford MA containing about 34 acres (the "Property").

B. The Property, now vacant, consisted of former academic buildings previously owned by the University of Massachusetts- Lowell. The Applicant proposes to use the Property for multifamily housing, as hereinafter described, together with related site improvements (collectively, the "Project").

C. That to permit the Project to proceed, the Applicant and the owner of the Property have [**Note: we should see if the Town will be filing the articles**] filed warrant articles with the Town for consideration at the October 2021 Annual Town Meeting (the "2021 Town Meeting"). The warrant articles (together, the "Zoning Amendments") would be presented in the following order and would:

- (1) Amend the Town's Zoning By-law ("Zoning By-law") to create a new UMass West Multi-Family Housing Overlay District; and
- (2) Amend the Town's Zoning Map to re-zone the Property to the UMass West Multi-Family Housing Overlay District.

D. The Applicant, voluntarily, has made certain commitments to the Town in furtherance of the Project, including furthering the Town's affordable housing supply, open space goals, and, to mitigate project impacts through additional improvements, whether with regard to traffic impacts, or the like, and it is the purpose of this Agreement to document such commitments.

E. That the Planning Board at its _____ meeting voted _____ to support the proposed Zoning Amendments.

F. That the Select Board at its _____ 2021 meeting voted _____ to support the proposed Zoning Amendments

NOW, THEREFORE, on the condition that the Chelmsford Town Meeting adopts the Zoning Amendments, with such amendments thereto as shall be agreed to by the undersigned, and provided that all subsequent steps shall be taken in order to cause such Zoning Amendments as they relate to the rezoning and zoning amendments to be incorporated into the Zoning By-Law (such as approval by the Attorney General), the Applicant purchases the Property, and provided

Commented [PH1]: Other than the traffic mitigation discussed below, what were the commitments made by the Applicant?

the Planning Board grants Site Plan Approval for the Project, the Applicant commits to the following:

1. Development.

(a) In the Applicant's sole discretion, the Applicant may, subject to applicable law, develop the Property for Multifamily Dwelling Units, as defined in the Zoning Amendments, together with associated site improvements. As of the date of this Agreement, the Applicant has presented the Town preliminary concept plans, attached as Exhibit ____, which the parties hereto acknowledge are subject to design modifications by the Applicant or through modification, made through the local permitting process.

(b) The obligations undertaken in this Agreement shall not be deemed to relieve the Applicant of any obligation to satisfy other applicable Town regulatory processes.

2. Traffic. The Applicant has done a comprehensive analysis of the traffic impacts of the Project and agrees to the following mitigation:

- a. The Applicant will submit to the Planning Board as part of any required Site Plan Approval, a Traffic Demand Management Program.
- b. Subject to obtaining all Town and State approvals, the Applicant will install a rapid flash pedestrian crossing at the main entrance driveway on Princeton Street.
- c. Subject to obtaining all Town and State approvals, the Applicant will provide [\$] for the installation of [#] of radar boards.
- d. Upon issuance of the building permit for the Project, the Applicant will donate [\$] to the Town to advance the 25% design drawings for the Massachusetts Transportation Improvement Program (TIP) plans for the TIP project at the intersection of North and Princeton Streets and Princeton and Richardson Streets.
- e. The Applicant will fund an account pursuant to M.G.L. c. 44, § 53G with up to eight thousand (\$8,000.00) dollars for a traffic peer review consultant to review and comment on the Applicant's Traffic Impact Report and to attend one Planning Board Hearing.

3. Development Areas.

- a. The Applicant will grant an easement on an approximately 23,000 SF parcel of land at the intersection of Augusta Way and St. Andrews Way to the residents of the Meadowood community for their use and enjoyment as shown on the attached plan at Exhibit ____. If the community desires to make any modifications to the land (paving, structures, etc.) they will need permission from The Applicant, who can approve or deny at their discretion. The Applicant will not disturb the existing wetlands and will

Commented [PH2]: Do we have a bid from a traffic engineering firm indicating that this review can be completed for \$8,000 or less? Is one Planning Board hearing sufficient for the peer review traffic engineer? This provision seems to bind the Town without providing any actual benefit (since the Planning Board can require a peer review consultant irrespective of a development agreement).

not build any structures or permanent features within the 50 foot “no build” radius

Commented [PH3]: Is this a benefit being provided to the Town?

- b. The Applicant has been, and will continue to, work with abutting property owners to provide those abutting property owners landscaping and/or fencing so as to mitigate the impact of the Project on those abutting property owners. While not yet finalized, the parties acknowledge that such mitigation may be on the Property or on abutting properties, subject to written agreements with any such abutting property owners allowing such work on those properties.

Commented [PH4]: Again, is this a benefit being offered to the Town, or is this a benefit for abutting property owners? If it is not a benefit to the Town, should it be in the development agreement?

- 4. Affordable Housing. The total number of affordable units among all the projects within the UMW MFOD will be up to 15% of the total units, provided that (i) any one project may be permitted at lesser or greater percentage (ii) further that all affordable units shall be eligible to be considered affordable by the Department of Housing and Community Development and be counted toward the Commonwealth of Massachusetts Subsidized Housing Inventory; and (iii) the units are subject to perpetual restriction using the rental price and to be mandated through a fair and equitable process to income qualified buyers’ or renters’ households making no more than 80% of the Area Median Income. The Applicant shall provide six (6) affordable units (2% of the total units) compliant with (i)-(iii) above.

Commented [PH5]: We are going to want something requiring the required Local Action Unit Regulatory Agreement to have been completed and submitted to the Town prior to the issuance of site plan approval. The units are not countable on the SHI until the LAU Regulatory Agreement has been execute by DHCD.

- 5. Pedestrian Improvements. The Applicant will provide sidewalk access throughout the development to all buildings, in addition to providing access to the existing pedestrian sidewalk on Princeton Street, made accessible by a crosswalk.

Commented [PH6]: This seems like a benefit to the development, not to the Town.

- 6. Landscaping and Lighting Requirements.

- a) Perimeter Buffer: Where existing dense plantings do not exist, the perimeter of the developed portion of a project site shall be supplemented with landscaping that will serve to reduce abutter’s view of the project and enhance existing mature vegetative buffer where possible. A perimeter fence may be installed within required setbacks in coordination with the abutters to provide additional physical barriers for security and/or additional screening.

- b) Parking Buffer: There shall be plantings along the edge and interiors of the surface parking areas to mitigate the heat island effect caused by surface parking. Efforts will be made to ensure that any plantings within the parking area will visually connect the project with the existing mature vegetation buffer. All new planting material shall be consistent with the existing species on a project site.

- c) Landscaping Around Structures. There shall be plantings along the perimeter of the buildings where possible. All new planting material shall be consistent with the existing species on a project site.

d) Lighting. A lighting plan shall be required in conjunction with the site plan review. Lighting shall be designed be “dark sky” compliant and to illuminate the subject property and shall not encroach onto abutting properties. All lighting shall be directed away from adjoining property with no light spillover and shall comply with Section 195-34 of the Town Bylaws.

e) Retaining Walls. At property lines where a grade or elevation change occurs between the development and direct abutters, the Applicant will install a retaining wall near the property line to maintain the current grade of the direct abutters.

f) The Applicant, during Site Plan Review, will design and locate a suitable playground on site for the residents of the Property.

7. Binding Effect. This Agreement shall be binding on the Town, the Applicant, and its subsidiaries, affiliates, successors and assigns, such that the obligations of the Applicant in this Agreement are intended to run with the Property, regardless of who occupies the Project or owns the Property, thereby binding successors in occupancy to the Applicant. Nevertheless, the parties agree that the Agreement may not be assigned, sold or transferred to any third party purchaser not affiliated or is not a subsidiary of Applicant or a single purpose entity created by Applicant. The parties agree that the Agreement shall be filed with the land records of Middlesex County.
8. Amendments. This Agreement may only be amended by a writing signed by both parties, following a duly noticed public meeting.
9. No Waiver. The failure of the Town to enforce this Agreement shall not be deemed a waiver of the Town’s right to do so thereafter. If any provision of this Agreement or its applicability to any person or circumstance shall be held to be invalid, the remainder thereof, or the application to other persons or circumstances, shall not be affected.
10. Agreement Benefits Town. This Agreement is for the benefit of the Town and can be enforced by the Town in accordance with applicable law.
11. Applicable Law. This Agreement shall be governed by and according to the laws of the Commonwealth of Massachusetts, as amended from time to time. Any action brought by the Town hereunder may be brought in the Superior Court in and for the County of Middlesex, and the Applicant hereby agrees to the jurisdiction of such court.
12. Term of Agreement. This Agreement and the terms and conditions hereof shall be applicable in perpetuity except for those provisions herein which expire by their own terms.

IN WITNESS WHEREOF, this Agreement has been signed as an instrument under seal as of the day and year first above written.

Maple Multi-Family Land SE, LP

By: _____

COMMONWEALTH OF MASSACHUSETTS

ss. _____, 2021

Then personally appeared the above-named _____ and
acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed
of Maple Multi-Family Land SE, LP, before me.

Notary Public

My Commission Expires: _____

Select Board of the Town of Chelmsford

By: _____

By: _____

By: _____

By: _____

By: _____

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