

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of _____, ~~2021~~2022, by Maple Multi-Family Land SE, L.P., a Delaware limited partnership (“Applicant”) and 255 Princeton Realty Holdings LLC, a Massachusetts limited liability company (“Property Owner”), 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”) from the Property Owner.

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 Select Board has filed warrant articles with the Town for consideration at the ~~January~~February 2022 Special Town Meeting (the “2022 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 _____ 2022 meeting voted _____ to support the proposed Zoning Amendments.

F. That the Select Board at its _____ ~~2021~~2022 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 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 Dwellings, as defined in the Zoning Amendments, together with associated site improvements. The Multifamily Dwelling property may be developed with up to Three Hundred Forty (340) units and the Applicant agrees to limit the total aggregate number of units on the Property to not exceed Three Hundred Ninety-Four (394). As of the date of this Agreement, the Applicant has presented the Town preliminary concept plans, attached as **Exhibit A**, which the parties hereto acknowledge are subject to design modifications by the Applicant and modifications made through the local permitting process.

(b) The Project shall be served by a private wastewater treatment plant and the Applicant will not seek to tie in to the Town sewer.

(c) 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 fund and 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 fund and install two (2) radar boards.
- d. Upon issuance of the building permit for the Project, the Applicant will donate up to \$250,000.00 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, which amount shall be verified by quotes provided by the Town to the Applicant.
- e. The Applicant will fund an account pursuant to M.G.L. c. 44, § 53G for the reasonable costs of peer review consultants including, but not limited to, traffic, stormwater, architecture, landscaping and lighting to review and comment on the Applicant's Traffic Impact Report and to attend one Planning Board Hearing.

- f. In accordance with the Planning Board's Policy on Traffic and Pedestrian Mitigation, the Applicant will contribute \$100.00 per parking space to the Town of Chelmsford for traffic, pedestrian and safety improvements.
- g. Subject to obtaining any required Town or State approvals, the Applicant will install traffic signage for neighboring streets to minimize neighborhood impact including, but not limited to, reducing cut-through traffic. The quantity, types and location of signs shall be determined during the permitting process.
- h. The Applicant shall cooperate with the Town in the Town's efforts to secure a MassWorks grant for the transportation improvements at the intersections of Princeton and North Streets and Princeton at Richardson Streets.

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, and up to a 15 foot easement on the Northern Portion of Augusta Way from Princeton Street to the 23,000 SF parcel, to the residents of the Meadowood community for their use and enjoyment as shown on the attached plan at Exhibit A. 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 sole discretion. The Applicant will not disturb the existing wetlands and will not build any structures or permanent features within the 50 foot "no build" radius.
- 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 abutting properties.
- c. During the Site Plan Approval process, the Applicant will work with the Chelmsford Historical Commission to create a display on the Property to illustrate the history of the Property. Such display shall be located in a mutually acceptable location nearby an internal sidewalk. The Applicant will spend up to \$30,000.00 to create the display, including design and approval costs.

4. Affordable Housing.

- a. 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 (DHCD) 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 (approximately 2% of the total units) compliant with (i)-(iii) above. The Applicant shall prepare and submit to the Town a completed Local Action Unit application package within thirty (30) days of the receipt of all local permits and approvals (exclusive of building permits) for the Town's submittal to DHCD. At the Town's election, in the alternative, the Applicant will contribute the value of these six (6) units as a payment as specified in paragraph 4(c) below, for a total payment in lieu of ~~fourteen~~ twelve (12) units.

- b. Applicant has agreed to sell a 2.09 acre portion of the Property, shown on Exhibit A, to Strafford Capital Group (SCG), or a similar housing developer, to permit and construct no more than fifty-four (54) units, one hundred percent (100%) of them to be affordable to income qualified buyer's or renter's households making no more than 80% of the Area Median Income. In addition, Applicant has agreed to provide SCG: (i) sewer infrastructure, access to and capacity in the private wastewater treatment plant on Applicant's development site sufficient to support the SCG project with a pipe "stubbed" at the SCG parcel lot line; (ii) stormwater infrastructure design for the SCG parcel, which design will be incorporated into the overall stormwater design of the Applicant's project; (iii) clearing and rough grading of a pad site for the SCG project, stabilized with a base landscaping package of grass; (iv) provide a driveway from Princeton Street to the entire development with a "curb cut" for the SCG project lot; and (v) subsidize utility bills for shared water and sewer service and common shared facility operational costs.
 - c. Pursuant to the values identified in Article XXIII, Section 195-137(D) of the Chelmsford Zoning By-law, the Applicant shall contribute the value of six (6) affordable housing units at a total value of \$360,000.00 to whatever development entity is chosen pursuant to paragraph 4.b, above.
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 as noted in paragraph 2.b.
 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. Landscaping around the streetscape at the entrance to the project site on Princeton Street shall be completed during the first phase of the project.

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. School Children. Prior to the issuance of a Certificate of Occupancy, the Applicant shall contribute \$180,000.00 to the Town to be used in the Town's sole discretion for school purposes.
8. Conservation Restriction. Following the issuance of a Certificate of Occupancy, the Applicant agrees to place a perpetual conservation restriction ("CR") on a minimum of a 6.75 acre portion of the Property. The Applicant agrees that it shall work with the Conservation Commission to develop a plan for invasive species management and that, subject to obtaining all required approvals, it shall be responsible for implementing the invasive species management plan. The parties agree that such CR shall be a "local" CR and shall not be submitted to the State for approval pursuant to M.G.L. c. 184, §§ 31-32.

9. Binding Effect. This Agreement shall be binding on the Town, the Applicant, the Property Owner, and their 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 and successors in title to the Property Owner. The parties agree that the Agreement shall be filed with the land records of Middlesex County.
10. Amendments. This Agreement may only be amended by a writing signed by all parties, following a duly noticed public meeting.
11. 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.
12. Agreement Benefits Town. This Agreement is for the benefit of the Town and can be enforced by the Town in accordance with applicable law.
13. 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.
14. 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, L.P., a
Delaware limited partnership

By: Maple Multi-Family Development, L.L.C., a
Texas limited liability company, its General Partner

By: _____
Andrew L. Huntoon Vice President

COMMONWEALTH OF MASSACHUSETTS

ss.

~~2021~~2022

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: _____

255 PRINCETON REALTY HOLDINGS LLC,
a Massachusetts limited liability company

By: _____
Lijun Cui, Manager

COMMONWEALTH OF MASSACHUSETTS

ss. _____,

~~2021~~2022

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 255 Princeton Realty Holdings LLC, before me.

Notary Public

My Commission Expires: _____

Select Board of the Town of Chelmsford

By: _____

By: _____

By: _____

By: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

ss. _____,

~~2021~~2022

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Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

ss. _____,

~~2021~~2022

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COMMONWEALTH OF MASSACHUSETTS

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~~2021~~2022

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Notary Public

My Commission Expires: _____

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Summary Report	
Title	compareDocs Comparison Results
Date & Time	1/12/2022 4:40:37 PM
Comparison Time	0.92 seconds
compareDocs version	v5.0.200.14

Sources	
Original Document	[#5307086] [v17] Draft Development Agreement 12.21.21.docx
Modified Document	[#5307086] [v18] Draft Development Agreement 1.12.22.docx

Comparison Statistics	
Insertions	9
Deletions	8
Changes	4
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	21

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Comments	Word	False
Include Field Codes	Word	True
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Include Footnotes / Endnotes	Word	False
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	False
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print