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April 4, 2013

President and Members
Marlborough City Council
City Hall Main Street
Marlborough, MA 01752

RE: Results Way Mixed Use Overlay District
Master Concept Plan and
Development Agreement

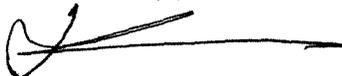
Dear President and Members:

I represent Atlantic Realty Marlboro, LLC the developer of the property formerly known as the HP Property on Forest Street. Enclosed herewith please find Proposed Master Concept Plan and Development Agreement for the Results Way Mixed Use Overlay District as provided for in the Zoning Code Article VI Section 650-33. This overlay district covers said property.

Please forward these matters to the appropriate City Council committee for consideration and action.

If you have any questions regarding this matter, please feel free to contact me at your convenience.

Respectfully yours,



David P. Gadbois
Attorney at Law

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into as of the ____ day of _____, 2013, by Atlantic Realty Marlboro LLC (hereinafter with any nominee, successor or assign, the "Developer"), and the City of Marlborough, Massachusetts (hereinafter, the "City").

WHEREAS, Developer is the owner of approximately 110 acres of land known as __ Forest Street, Marlborough, Middlesex County, Massachusetts, which land is more particularly described in a deed from _____ recorded with the Southern Middlesex Registry of Deed (hereinafter, the "Registry") in Book _____, Page _____ as further described in Exhibit "A" amended hereto (hereinafter, the "Property");

WHEREAS, the Developer desires to develop the Property for a mixed use development as permitted under the Forest Street Overlay District (the "Overlay Zoning") adopted by the City on December __, 2012 to include a variety of uses including, without limitation, office, multi-family residential, retail and restaurant uses and to construct buildings and structures thereon (hereinafter, the "Project"), to be located on one or more subdivided portions of the Property (each, hereinafter a "Development Parcel"); and

WHEREAS, as required under the terms of Overlay Zoning in consideration for the City's Overlay Zoning, the Developer agrees to impose on the Property the limitations set forth herein, for the benefit of the City, which shall have the power to enforce the terms hereof; and

WHEREAS, the Developer and the City wish to set forth herein their agreement on the aforementioned matters.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby declares the following development restrictions on the Property and Developer and the City agree as follows:

1. The Developer, for itself and its successors and assigns, hereby imposes on the Property the limitations and obligations set forth below, which limitations and obligations shall be for the benefit of and be enforceable by the City. The terms hereof shall bind the Property for a period of twenty (20) years from the date this Agreement is recorded with the Registry, which Agreement shall be senior in priority to any liens, encumbrances or mortgages. It being the intent of the parties that, except as otherwise set forth herein, the Agreement shall run with the Property for said twenty (20) years, notwithstanding any foreclosure of any lien on the Property by any entity. The Agreement is subject to the terms of M.G.L. Chapter 184, as hereinafter provided.

2. The Developer shall enter into a reciprocal easement agreement (hereinafter, the "Reciprocal Easement Agreement") governing, at a minimum, vehicle and pedestrian access and shared parking in those areas identified on _____ (hereinafter, the "Concept Plan") as "_____". The

Developer shall provide the City with a copy of the executed Reciprocal Easement Agreement, as recorded with the Registry.

3. The Developer shall work with the City Council to identify a mutually agreeable location for easement areas for bike and/or pedestrian recreation activities. The easements shall be in form and substance satisfactory to the Developer. It is the intention of the parties that, to the fullest extent permitted by law, these easements constitute an "interest in land" under M.G.L. Chapter 21, Section 17C and the parties hereto shall be afforded all the rights, protection and privileges and benefits granted thereunder.

4. The owner of any Development Parcel containing residential use shall make a one-time payment to the City prior to the issuance of any building permit for the construction of a residential dwelling unit on such Development Parcel equal to One Thousand Dollars (\$1,000.00) per residential dwelling unit (hereinafter, such amounts being referred to as the "Residential Development Contribution"). The Residential Development Contribution shall be used by the City acting through the City Council to assist the City in the identification and implementation of zoning, economic and other strategies to foster professional, retail and commercial development incentives as well as the development of affordable housing which may, including, without limitation, the preparation of a Housing Protection Plan in accordance with the rules and regulations of the Massachusetts Department of Housing and Community Development (760 CMR 56.03(4)) and the fostering of the implementation of the goals and objectives set forth in such plans. The payment of the Residential Development Contribution by the owner of any Development Parcel containing residential use is made in recognition of the benefits to the Property of such undertakings by the City.

5. To assist the City in economic development activities, the Developer shall (at no out of pocket cost) cooperate with and support the City in its application to obtain grant financing or public monies for public infrastructure improvements which monies provide a direct or indirect benefit to the Property. The City shall (at no out of pocket cost) cooperate with and support the Developer in its application to obtain any required permits and approvals for the Project, including, without limitation approval for the Project under the Massachusetts Environmental Policy Act.

6. The City Council, in connection with its review of any special permit and/or site plan review application submitted in connection with any Development Parcel(s) under the terms of the Overlay Zoning, shall be permitted to retain the experts and consultants reasonably determined by the City Council as necessary to conduct an appropriate review of any such application. The reasonable costs and expenses of such consultants shall be paid by the owner of the Development Parcel(s) submitting such application. The City Council shall provide such owner with the name, scope of services and projected costs of the consultant it desires to retain. Such owner shall have five (5) business days to approve or object to the City Council's proposed selection and any such objection shall be in writing and shall specify the reasons for objection. If the owner fails to object, the owner shall be deemed to have approved the City Council's selection. If the owner objects and the basis for

objection cannot be resolved, the City Council shall provide the owner with an alternative selection. An owner shall, within 30 days of such owner's receipt, pay any invoice provided to such owner by the City Council relating to services provided by a selected consultant that has been approved pursuant to the foregoing, in connection with a special permit and/or site plan review application submitted in connection with any Development Parcel(s) owned by such owner.

7. The Developer, within ___ days of the filing of the first special permit and/or site plan review application in connection with any Development Parcel(s) under the terms of the Overlay Zoning, shall contribute Ten Thousand Dollars (\$10,000.00) to the City to allow the City, acting by and through the City Council, to undertake the analysis of the feasibility of implementing a shuttle or other transportation service to serve the Property as well as other properties and connecting to other locations in the City including the downtown corridor as well as other transportation hubs such as, but not limited to, commuter rail stations. Upon completion of the foregoing analysis and upon written request from the City, the Developer shall contribute an additional Forty Thousand Dollars (\$40,000.00) to assist the City in implementing a pilot program based upon the findings of this analysis or, in the alternative, another traffic initiative selected by the City.

8. To mitigate potential impacts from traffic resulting from the development of the Property, within ___ days of the filing of the first special permit and/or site plan review application in connection with any Development Parcel(s) under the terms of the Overlay Zoning, the Developer shall pay to the City a "Traffic Mitigation Payment" equal to the product of \$1,500.00 multiplied by the number of parking spaces shown on the Concept Plan in excess of 2,910 (the number that existed prior to redevelopment). For the purpose of this Agreement, a parking space is defined as an area that is paved or a structure constructed, regardless of whether the spaces are actually striped or otherwise delineated. The funds paid hereunder shall be used by the City, acting by and through the City Council, to undertake traffic analysis and/or improvements that will have a direct impact on the transportation infrastructure serving the Property. Notwithstanding the foregoing, the owner of the Development Parcel identified as _____ on the Concept Plan shall have no obligation for any payments under this Paragraph 8.

9. The City shall have the right to enforce the terms hereof against the owner of any Development Parcel(s) by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violation by such owner, including, without limitation, specific performance and/or relief requiring removal of any improvements constructed on such Development Parcel in violation of the terms hereof (it being agreed that the City has no adequate remedy at law), and shall be in addition to, and not in limitation of, any and all other rights and remedies available to the City in law and in equity. A default hereunder by the owner of a Development Parcel or Development Parcels shall not constitute a default hereunder by owner of any other Development Parcel or Development Parcels, and the City shall have no right to enforce the terms hereof against the owner of a Development Parcel except in the event of a violation related to the Development Parcel(s) owned by such owner. The City shall have the option to enforce the terms hereof, but does not have the

obligation to do so. By its acceptance of this Agreement, the City does not undertake any liability or obligation relating to the condition of the Property. ~~nor does the City's~~ execution of this Agreement operate as a waiver of the requirements of any state or local laws, rules, regulations, or bylaws applicable to the use of the Property or any part thereof. The owner of any Development Parcel(s) shall reimburse the City for all reasonable costs and expenses (including without limitation attorneys' fees) incurred in by the City in enforcing this Agreement against such owner and/or its Development Parcel(s) or in remedying or abating any violation on such Development Parcel(s), provided that such owner is adjudged to be in violation of this Agreement by a court of competent jurisdiction or such owner acknowledges the same. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

10. The restrictions hereby conveyed do not grant to the public in general any right to enter the Property. All other rights not expressly granted hereby are reserved to the Developer, including, without limitation, fee ownership of the Property.

11. Each of the parties hereto shall be responsible for their own attorney's fees incurred in connection with the preparation and review of this Agreement and matters arising hereunder.

12. The City agrees from time to time to execute a certificate in form and substance reasonably satisfactory to the owner of any Development Parcel evidencing such owner's compliance with the terms and conditions of this Agreement, provided, that such owner is then, in fact, in compliance with the terms and provisions of this Agreement and if not, such certificate shall specify such owner's non-compliance.

13. After the recording of this Agreement, this Agreement can only be modified if such modification is in writing signed by the City and the owner of all Development Parcels affect by such modification.

14. Any notice hereunder shall be in writing and shall be deemed duly given upon receipt if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the City or the Developer, as applicable, at the addresses set forth below; provided, however, that the City, the Developer and/or any owner of a Development Parcel may, from time to time, designate an additional or substitute address for such notices (provided, that such designation must be made by notice given in accordance with the foregoing).

To the City of Marlborough:

City of Marlborough
140 Main Street
Marlborough, MA 01752
Attention: Mayor

With a copy (which shall not constitute notice) to:

City Solicitor
City of Marlborough
140 Main Street
Marlborough, MA 01752

To Developer:

Atlantic Realty Marlboro LLC
c/o Atlantic Management, Inc.
205 Newbury Street
Framingham, MA 01701
Attention: President

With a copy to:

Rierner & Braunstein LLP
7 New England Executive Park
Burlington, MA 01803
Attention: Robert C. Buckley, Esq.

15. Each and every term, condition and provision hereof shall be fully enforceable and binding on the City and the Property (and/or each Development Parcel, as applicable).

16. This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Massachusetts.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this instrument is sealed and delivered as of this ____ day of _____, 2013.

Atlantic Realty Marlboro LLC
By its Manager

City of Marlborough

By: _____
Arthur Vigeant, Mayor

By: _____

Title: _____

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared _____, the Manager of Atlantic Realty Marlboro LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose.

(official seal)

Notary Public
My Commission Expires: _____

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared Arthur Vigeant, Mayor of the City of Marlborough, as aforesaid, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the City of Marlborough.

(official seal)

Notary Public
My Commission Expires: _____

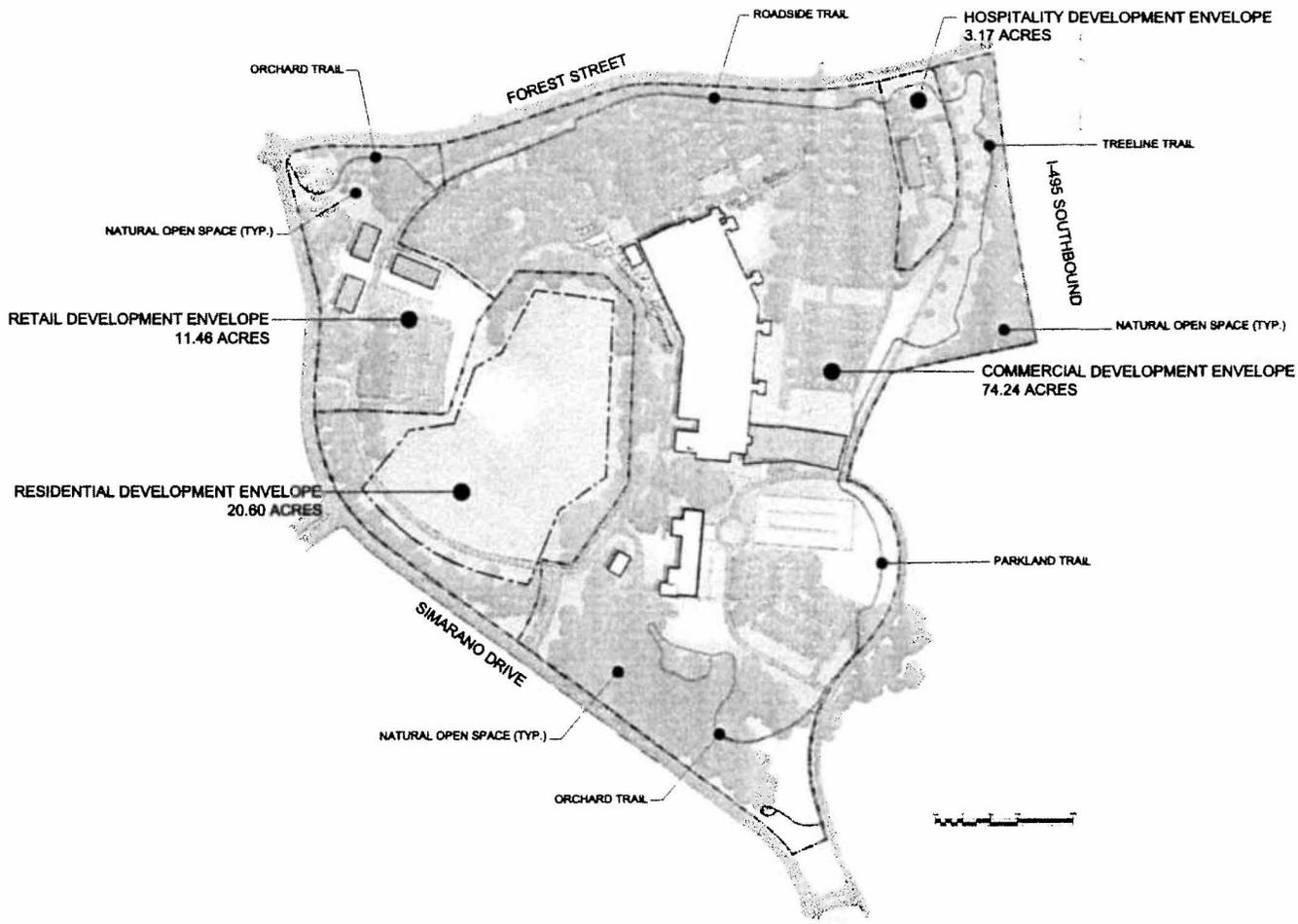
EXHIBIT "A"

03375/21

1515459.5



STAMER MARK & MOORE ASSOCIATES
 1000 Massachusetts Avenue
 Cambridge, Massachusetts 02138
 P 617 847 8400 F 617 848 4820



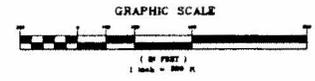
MANAGEMENT
**RESULTS WAY
 MIXED OVERLAY
 DISTRICT**
 FOREST STREET /
 SIMARANO DRIVE /
 RESULTS WAY
 HANLBOROUGH, MA

DATE:	01/15/2014
SCALE:	AS SHOWN
PROJECT:	RESULTS WAY
DESIGNER:	SMMA
CHECKED BY:	SMMA
PROJECT NUMBER:	SMMA
FILE NAME:	SMMA
DATE:	01/15/2014

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NOTE:
 1. BUILDINGS AND LAYOUT SHOWN ON THIS PLAN ARE FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL BUILDING AND LAYOUT CONFIGURATIONS WILL VARY.
 2. PROPOSED STRUCTURES WILL COMPLY WITH PARAGRAPH F - "DIMENSIONAL REQUIREMENTS" OF ARTICLE 650-33 RESULTS WAY MIXED OVERLAY DISTRICT (RWMUOD)
 3. IMPERVIOUS COVERAGE IN THE RWMUOD WILL NOT EXCEED 60% OF THE TOTAL AREA OF THE RWMUOD.

PARKING:
 SURFACE PARKING = 3171 SPACES
 STRUCTURED PARKING = 900 SPACES
 TOTAL = 4071 SPACES



**FIGURE 2:
 DRAFT
 MASTER PLAN**

MASTER 2