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MEMORANDUM OF AGREEMENT 12 JAN 19 AM 10:48

TOWN OF WESTFORD
TOWN CLERK'S OFFICE

This Agreement is made on this 10th day of January, 2012, by and between the Town of Westford, a municipal corporation of 55 Main Street, Westford, Massachusetts acting by and through its Board of Selectmen (hereinafter the "Town") and Princeton Westford Apartment Homes, LLC., a Massachusetts Limited Liability Company with a principal place of business located at 1115 Westford Street, 4th Floor, Lowell, MA 01851 (hereinafter the "Developer").

RECITALS

The Developer is seeking various approvals from Town of Westford Boards, Commissions and Departments, for the development of property with approximately 90 acres of land located at 16 Littleton Drive, in Westford, Massachusetts, identified as Assessors Map 23, Lots 50, 51, 77, 80, 81, 82 (the "Subject Property"). The Developer is seeking approvals including, but not limited to, a Comprehensive Permit from the Westford Zoning Board of Appeals for a two hundred (200) unit mixed income apartment development including 20% of the units affordable to households earning less than 50% of the area median income (hereinafter the "Development"). The Westford Conservation Commission issued an Order of Conditions applicable to the Development on December 1, 2011.

As proposed, the Development includes the following components:

- Five (5) four story multi-family residential structures totaling approximately 279,567 square feet and 200 apartment units;
- Five (5) 6 bay enclosed garage buildings;
- One (1) 8 bay enclosed garage building;
- Related access road, emergency access road, surface parking lots and other utilities and infrastructure;
- An approximately 3,800 square foot one story clubhouse;
- An outdoor swimming pool;
- A 6,000 square foot retail building and related parking area; and
- A Waste Water Treatment Facility (WWTF).

The Development is depicted on two plan sets: "Town of Westford Zoning Board of Appeals Comprehensive Permit and Amended Order of Conditions" prepared by Allen & Major, Inc., dated July 14, 2011 revised through November 22, 2011, as may be amended, consisting of Forty Two (42) sheets and "Princeton Westford Apartment Homes a 200 Unit 40B Housing Complex," as may be amended, prepared by David White AIA, dated July 9, 2011, revised through August 30, 2011 consisting

of twenty-four (24) sheets. A complete list of all plan sheets is included in the Conditions of approval below.

AGREEMENT

Now, therefore, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, and contingent upon the Westford Zoning Board of Appeals approval of the above referenced Comprehensive Permit for the Development beyond all periods of appeal or any appeal having been determined in support of the Comprehensive Permit, the Town and Developer hereby agree as follows:

TRAFFIC MITIGATION

The Developer agrees to provide the following payments to the Town, pursuant to G.L. c. 44, s. 53A, or other lawful financing mechanism:

1. Not later than twenty (20) days after the end of the appeal period of all the permits required for construction of the Development if no appeal is filed (anticipated to be approximately April 1, 2012) or, if an appeal is filed, not later than thirty (30) days after any appeal is finally resolved in favor of upholding the issuance of the permit to construct the Development, the sum of One Hundred and Twenty Thousand (\$120,000.00) Dollars shall be provided to the Town of Westford.

These funds shall be expended by the Board of Selectmen in accordance with G.L. c. 44, s.53A, or other lawful financing mechanism and shall be used toward the cost of designing, permitting and/or constructing approved infrastructure improvements to portions of the Route 110 corridor that are projected to experience increased traffic volumes resulting from the Development, including but not limited to the intersection of Route 110 and Tadmuck Road, and off site sidewalks related to the Development and any expenses related thereto.

2. Not later than thirty (30) days after the issuance of the first structural building permit for the Development the sum of Two Hundred and Sixty-Two Thousand and Two Hundred (\$262,200.00) Dollars shall be provided to the Town of Westford.

These funds shall be expended by the Board of Selectmen in accordance with G.L. c. 44, s.53A, or other lawful financing mechanism and shall be used toward the cost of designing, permitting and/or constructing approved infrastructure improvements to portions of the Route 110 corridor that are projected to experience increased traffic volumes resulting from the Development, including but not limited to the intersection of Route 110 and

Tadmuck Road and off site sidewalks related to the Development and any expenses related thereto.

Prior to voting to expend any such funds, the Board of Selectmen shall solicit comments regarding the expenditure of such funds from, at least, the Board of Appeals, Highway Department, Engineering Department, Police Department, Fire Department, and Planning Department.

PEDESTRIAN IMPROVEMENTS

3. The Developer agrees to perform the following pedestrian improvements prior to issuance of a Certificate of Occupancy for the Development or any part thereof as modified by terms below:
 - a. Developer shall design, permit and construct a sidewalk on the north side of Littleton Road, extending generally from the existing easterly sidewalk terminus on the Tech Park East property (022 0124 0004) northeasterly toward Tadmuck Road so as to tie into sidewalks anticipated to be included in the eventual reconstruction of the intersection of Route 110 and Tadmuck Road. The Sidewalk design and construction shall conform materially to the plan set and design details that are a part of the 1999 Route 110 Master Plan, and attached to this Agreement as Exhibit A.
 - b. To the extent that any such construction requires work on land not controlled by the Developer, the completion of such work shall be subject to each such property owner's reasonable consent, including granting of permissions, temporary and/or permanent easements to the Town of Westford as may be necessary. The Developer is responsible to use commercially reasonable efforts to obtain such easements for the construction and perpetual use of the sidewalk from private property owners. The Town agrees that it shall make reasonable efforts to assist the Developer in obtaining any such permissions and easements. Copies of all executed easements shall be placed on file with the Westford Engineering department.
 - c. Developer costs for the design, permitting, and construction of the sidewalk shall not exceed \$120,000. Should the documented costs related to the requirements above total less than \$120,000, then the difference shall be paid in accordance with item number 2 above (Traffic Mitigation).

PUBLIC SAFETY

4. Prior to issuance of any structural building permit for the Development, the Developer agrees to construct at its sole cost and expense the secondary

emergency access road and related pedestrian improvements and lighting to South Chelmsford Road, for the use of emergency vehicles and personnel only, in material conformance with the License issued by the Board of Selectmen and the plans and conditions that are part of the Comprehensive Permit being considered (and ultimately issued) by the Board of Appeals.

MATERIAL SUPPORT TO TOWN PLANNING

5. The Developer agrees that its transportation engineers shall make reasonable efforts to provide transportation support for items already investigated related to listing the Tadmuck/Route 110 Intersection in the regional Transportation Improvement Program (TIP). These services are anticipated to include summary memos, background traffic data used for the comprehensive Permit and the MEPA Final Environmental Impact Report (FEIR).

Miscellaneous Provisions

1. **Invalidity.** The Town and the Developer agree that if the Comprehensive Permit is not approved by the Board of Appeals and subsequently filed with the Town of Westford Clerk, or is denied in any way by any Town of Westford Board, Commission or Department, or any action by the Commonwealth of Massachusetts or by a court of competent jurisdiction, then the provisions of this Agreement and any related amendments or obligations referenced herein shall be null and void.

The Town and the Developer further agree that if the Developer determines after the date of this Agreement in its sole discretion it is not feasible to build the Development as defined herein for any reason economic or otherwise and the agreement cannot be amended to the mutual satisfaction of the parties then the Developer at its option, upon written notice to the Board of Selectmen and Board of Appeals, may terminate this Agreement and the Developer may develop the property under all applicable laws, and subject to permitting, including without limitation those of the Commonwealth of Massachusetts, and/or the Bylaws and regulations of the Town of Westford. This shall not be construed to entitle the Developer to exercise the Comprehensive Permit issued by the Board of Appeals without complying with all elements of this Memorandum of Agreement.

2. **Compliance.** Town of Westford and other necessary permit approvals. The Developer shall continue to pursue the necessary permits in a timely and diligent manner.
3. **Intent to Bind Successors and Assigns.** The foregoing obligations of the Developer shall be binding upon and inure to the benefit and burden of the Developer, its parents, subsidiaries, affiliates, successors, and assigns. This

Agreement shall survive and take precedence over a foreclosure regarding the Property.

4. **Effect; Amendment.** This Agreement shall not take effect until voted, by majority vote, and executed by the Board of Selectmen after review and endorsement by the Board of Appeals. Upon such vote, this Agreement may not be amended in any respect except by further majority vote of the Board of Selectmen and agreement of the Developer. Any such amendment shall be in writing and shall be preceded by review and endorsement by the Board of Appeals.
5. **Required Notice.** Unless otherwise specified in this Agreement, any notice to be given under this Agreement shall be in writing and signed by the party (or the party's attorney) and shall be deemed to have been given (a) when delivered, if delivered by hand, or (b) three business days after the date mailed, if mailed by registered or certified mail, all charges prepaid, in either event addressed as follows:

In the case of the Town to:

Westford Board of Selectmen
and
Westford Board of Appeals
55 Main Street
Westford, MA 01886

With a copy to:

Kopelman and Paige, P.C., Westford Town Counsel
101 Arch Street, 12th Floor
Boston, MA 02110

And in the case of the Developer to:

Princeton Westford Apartment Homes, LLC
1115 Westford Street, 4th Floor
Lowell, MA 01851
Attn: Andrew M. Chaban

By such notice, either party (or such party's attorney) may specify a new name or address, which thereafter shall be used for subsequent notices.

6. **Default and Notice**

- a. By Developer. If the Developer shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than thirty (30) days after written notice to the

Developer [or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time, but not exceeding sixty (60) days], Westford shall have the right to (i) terminate this Agreement; (ii) withhold or rescind or revoke any approval issued by Westford or its Boards, Commissions or Departments; or (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance.

- b. By Westford. If Westford shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than thirty (30) days after written notice to Westford [or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time, but not exceeding sixty (60) days], Developer shall have the right to (i) terminate this Development Agreement; or (ii) exercise any other remedy available at law or in equity, including commencing an action for specific performance.

7. **Effective Date of Agreement.** This Agreement shall be effective as of the date it shall be executed by both Developer and the Town.
8. **Dispute Resolution.** Prior to the initiation of any court proceeding regarding the terms of this Agreement or performance hereunder, the Town and the Developer agree that they will first consult with each other and attempt to resolve the dispute.
9. **Applicable Law; Construction.**
 - a. This Agreement shall be deemed to have been executed within the Commonwealth of Massachusetts, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts. Any action to compel compliance with or alleging violation of this Agreement shall be commenced in a court of competent jurisdiction in the Commonwealth of Massachusetts.
 - b. This Agreement is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

Endorsed by the Westford Zoning Board of Appeals

Robert Herrmann

Robert Herrmann, Chair

Executed under seal as of the date first above written.

Town of Westford

By the Westford Board of Selectmen

Andrew Briscoe

Kelly Ross

James Hill

Robert J. J.

Samuel D. Donnell

Princeton Westford Apartment Homes, LLC

By: Princeton MGR, Inc., its Manager

By: [Signature]

By: Andrew M. Chaban

Its: President, but not individually

As authorized in accordance with _____

Exhibit A

Applicable Route 110 Master Plan Sheets and Tadmuck Intersection Design showing sidewalk.

**MAS LEN FLANN
TOWN OF
WESTFORD, MA**

CHARACTER DISTRICT

- 1. RESERVATION DISTRICT CHARACTERISTICS**
- open fields
 - barns
 - stone walls
 - scattered traffic signs
 - presence of traffic signs
 - irregular building
 - sandy terrain
 - irregular setbacks and setbacks
 - irregular setbacks, that are irregular and contribute to the desired rural atmosphere
 - distant, secondary scale, distant, secondary scale, low density development

- 2. TRANSITION DISTRICT CHARACTERISTICS**
- open space re-oriented
 - high density development
 - irregular setbacks
 - irregular setbacks, that are irregular and contribute to the desired rural atmosphere
 - irregular setbacks, that are irregular and contribute to the desired rural atmosphere
 - irregular setbacks, that are irregular and contribute to the desired rural atmosphere
 - irregular setbacks, that are irregular and contribute to the desired rural atmosphere

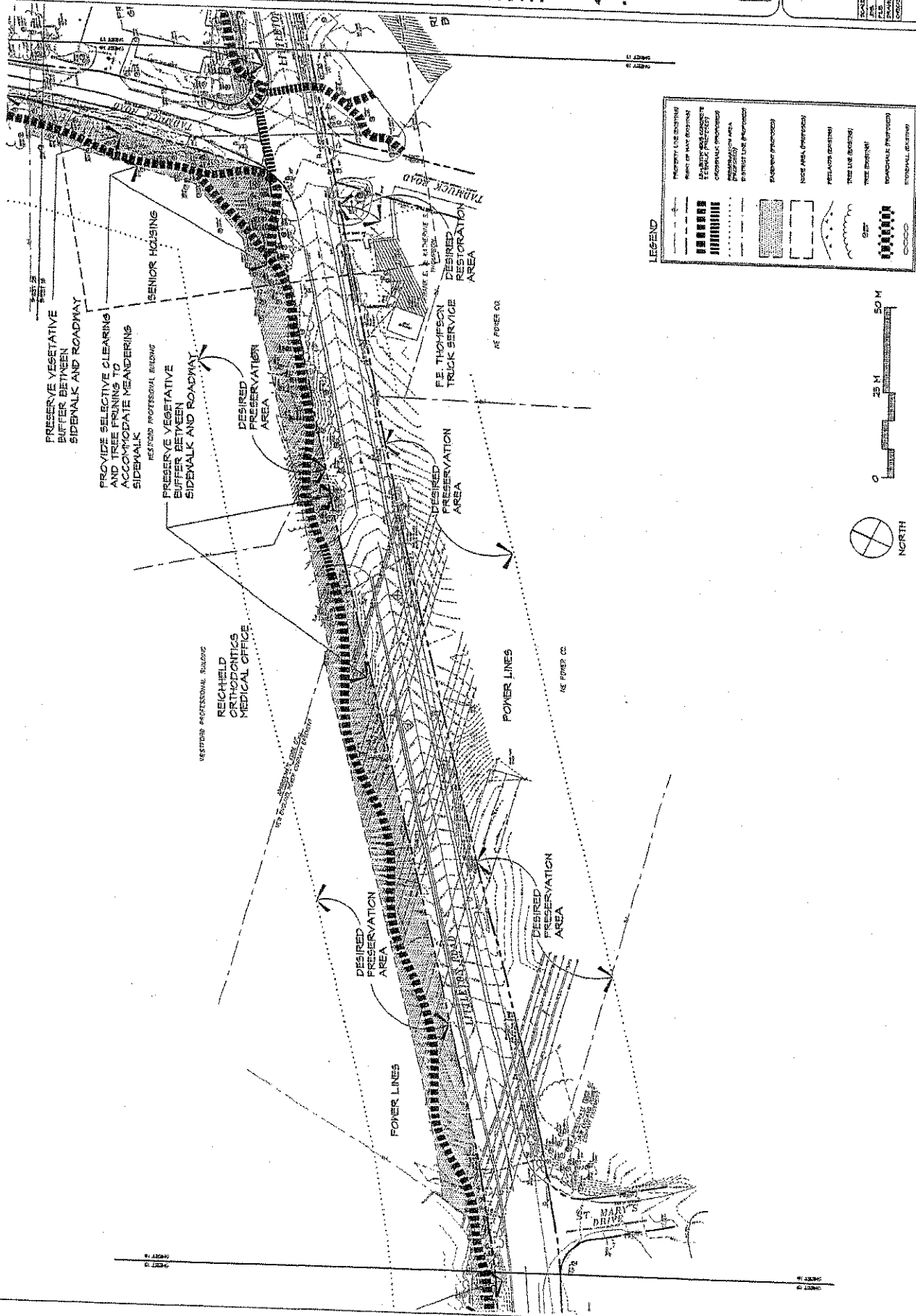
- 3. COMMERCIAL AND SERVICES DISTRICT CHARACTERISTICS**
- parking lots
 - street lights
 - commercial signs
 - roadways
 - traffic signals
 - irregular setbacks
 - irregular setbacks, that are irregular and contribute to the desired rural atmosphere
 - irregular setbacks, that are irregular and contribute to the desired rural atmosphere

- 4. GATEWAY DISTRICT CHARACTERISTICS**
- defined, primarily by their location at city limits to the town

SCALE
1" = 100'
1" = 200'
1" = 300'
1" = 400'
1" = 500'

SELLER'S

DATE	NO.	BY
DATE	NO.	BY
DATE	NO.	BY
DATE	NO.	BY
DATE	NO.	BY



LEGEND

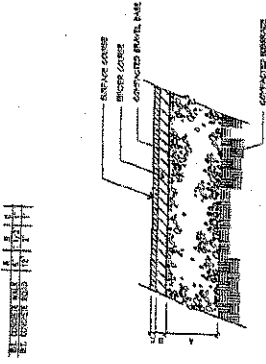
- PROPERTY LINE (DOTTED)
- UTILITY LINE (DOTTED)
- DESIRED PRESERVATION AREA (HATCHED)
- RESTORATION AREA (HATCHED)
- SENIOR HOUSING (HATCHED)
- VEGETATIVE BUFFER (HATCHED)
- POWER LINES (DOTTED)
- RE POWER CO. (DOTTED)
- THOMPSON ROAD (DOTTED)
- ST. MARY'S DRIVE (DOTTED)
- RE POWER CO. #2 (DOTTED)

D/C Paul Campbell & Associates, Inc.
100 West Street
Westford, Massachusetts 01581

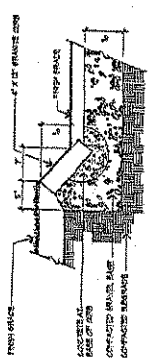
DATE OF DRAWING
NOVEMBER 1987
DRAWN BY
CHECKED BY
APPROVED BY

SITE
DETAILS

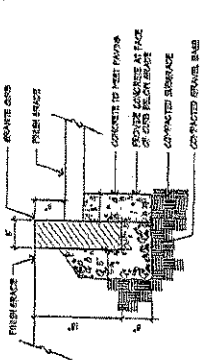
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PLAN	11/87	PC	1
SECTION			
NO.			
TOTAL			



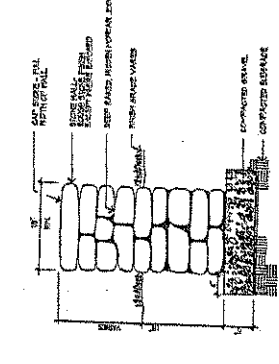
1 CURB CUT AND RAMP
SCALE: 1" = 1'-0"



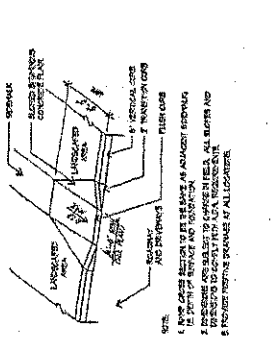
2 VERTICAL GRANITE CURB
SCALE: 1" = 1'-0"



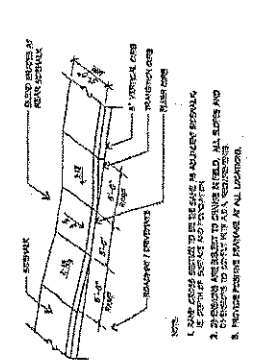
3 SLOPED GRANITE CURB
SCALE: 1" = 1'-0"



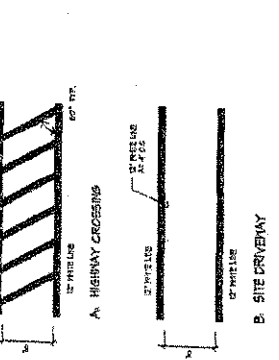
4 BITUMINOUS CONCRETE PAVEMENT
SCALE: N.T.S.



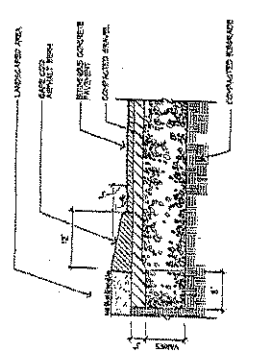
5 CURB CUT AND RAMP
SCALE: N.T.S.



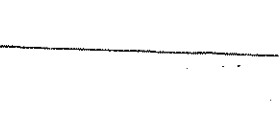
6 VERTICAL GRANITE CURB
SCALE: N.T.S.



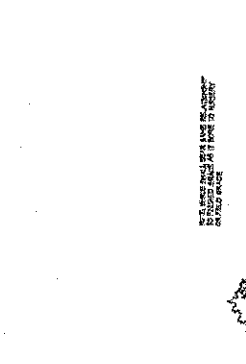
7 STONE WALL SECTION
SCALE: N.T.S.



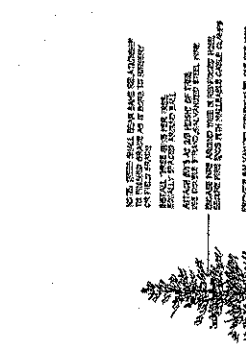
8 CAFE COD ASPHALT BEAM
SCALE: 1" = 1'-0"



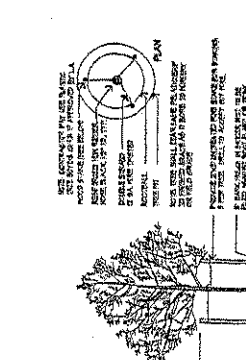
9 WOOD GUARD RAIL
SCALE: N.T.S.



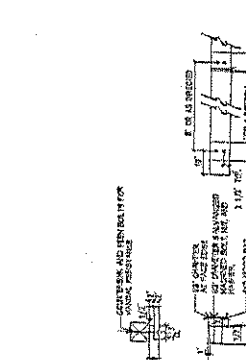
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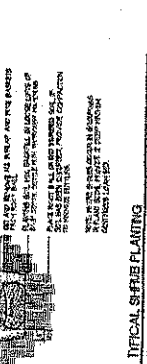
11 VERTICAL GRANITE CURB
SCALE: N.T.S.



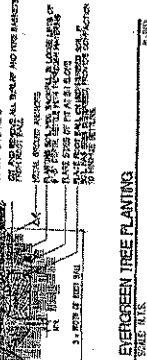
12 STONE WALL SECTION
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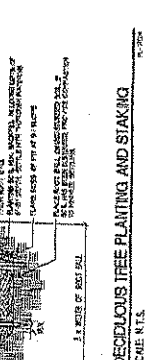
13 CURB CUT AND RAMP
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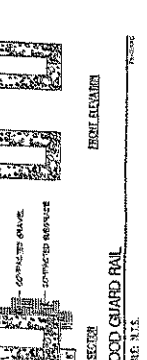
14 DECIDUOUS TREE PLANTING AND STAKING
SCALE: N.T.S.



15 EVERGREEN TREE PLANTING
SCALE: N.T.S.



16 EVERGREEN TREE PLANTING
SCALE: N.T.S.



17 DECIDUOUS TREE PLANTING AND STAKING
SCALE: N.T.S.



18 DECIDUOUS TREE PLANTING
SCALE: N.T.S.



19 EVERGREEN TREE PLANTING
SCALE: N.T.S.



20 EVERGREEN TREE PLANTING
SCALE: N.T.S.



21 DECIDUOUS TREE PLANTING AND STAKING
SCALE: N.T.S.

