DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter, the "Agreement") is entered into as of the 20th day of November, 2019, by Montvale Land LLC (hereinafter with any nominee, successor or assign, the "Developer"), and the City of Woburn, Massachusetts (hereinafter, the "City").

WHEREAS, Developer is the owner of approximately 60.95 acres of land known as 2 Hill Street, Woburn, Middlesex County, Massachusetts, which land is a portion of the land described in a deed from Kraft Heinz Foods Company recorded with the Middlesex South District Registry of Deeds (hereinafter, the "Registry") in Book 70603, Page 125, and is more particularly described in Exhibit "A" appended hereto (hereinafter, the "Property"); and

WHEREAS, the Developer desires to develop the Property in phases (each, a "Phase") for a mixed use development as permitted under the Technology and Business Mixed Use Overlay District (the "Overlay Zoning"), adopted by the City on September 8, 2016 as Section 28 of the City of Woburn Zoning Ordinance (the "Zoning Ordinance"), made applicable to the Property by the City on June 21, 2018, and as reflected conceptually on the Master Concept Plan submitted at the time of rezoning and subsequently approved by the City Council in accordance with Section 28.4. on October 2, 2019, which is attached hereto as Exhibit B; and

WHEREAS, the phased mixed use development may include a variety of uses such as lab, office, research and testing biotechnology, multi-family residential, senior housing, assisted living, memory care, retail, restaurant, surface and structured parking, and open space uses, and to construct buildings and structures thereon (hereinafter, the "Project"), to be constructed in phases and located on one or more subdivided portions of the Property (each, hereinafter a "Development Parcel"), substantially as shown on the Master Concept Plan in Exhibit B and which will require completion of the mitigation measures outlined in Exhibit "C" ("Mitigation Obligations") attached hereto in accordance with Section 7 hereof; and

WHEREAS, as required under the terms of Section 28.12.9 of the Zoning Ordinance, 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, pursuant to Section 28.4.5 of the Zoning Ordinance, projects subject to the Overlay Zoning are not subject to the provisions of Section 18 of the Zoning Ordinance entitled "Development Impact Mitigation"; 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 the Developer and the City agree as follows:

1. The Developer, for itself and its nominees, 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 be senior in priority to any liens, encumbrances or mortgages hereinafter recorded against the Property or any Development Parcel.

2. The Developer and any developer of a Development Parcel shall ensure that all aspects of construction and use are consistent with the approved Master Concept Plan for this parcel. Any deviation from the Master Concept Plan may require amendment(s) to this Agreement. The Developer and any developer of a Development Parcel shall perform all required mitigation work and fulfill all conditions of Site Plan Review and/or Special Permit(s) that may be imposed by the City Council (the "City Council") as a condition of retaining said Permit(s) or approval(s).

3. The Developer shall subject all or portions of the Property to a reciprocal easement agreement (hereinafter, the "Reciprocal Easement Agreement") governing, at a minimum, vehicle and pedestrian access and shared parking among the Development Parcels. The Reciprocal Easement Agreement may also assign any of Developer's rights and obligations under this Agreement to individual developers of each Phase or Development Parcel (each, a "Phase Developer" or "Parcel Developer") in accordance with the terms of Section 20 below. Developer, at its sole expense, shall record at the Registry the executed Reciprocal Easement Agreement and shall provide the City Solicitor's Office with a copy of the recorded Reciprocal Easement Agreement.

4. The Developer shall work with the City Council to identify mutually agreeable locations on portions of the Property for recreational activities, and the Developer shall designate such areas in connection with obtaining special permit and/or site plan review approval from the City Council for each Phase pursuant to the Overlay Zoning. It is the intention of the parties that, to the fullest extent permitted by law, to the extent the owner(s) of any applicable Development Parcel(s) allow for public use of each of these areas (subject to owner(s)'s rules and regulations), such owner(s) shall be the holder of an "interest in land" under M.G.L. Chapter 21, Section 17C and shall be afforded all the rights, protection and privileges and benefits granted thereunder.

5. To assist the City in economic development activities, the Developer shall (at no out of pocket cost to the Developer) cooperate with and support the City in any application to obtain grant financing or public monies for public improvements which provide a direct or indirect benefit to the Property. At its discretion the City (at no out of pocket cost to the City) will not obstruct and may cooperate with and support the Developer and the developer of any Development Parcel in obtaining any required permits and approvals necessary to construct or operate the Project or any Phase

therein, including, without limitation, completion of Project review under the Massachusetts Environmental Policy Act and any associated state permits and approvals.

6. The City Council, in connection with (a) 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 or (b) contemplation of payment(s) in lieu of mitigation in accordance with paragraph E of Exhibit C, Mitigation Obligations, shall be permitted to retain the experts and consultants reasonably determined by it to be necessary to conduct an appropriate review of any such application, including but not limited to zoning, utility, environmental/conservation and traffic/transportation-related matters. The reasonable costs and expenses of such experts and consultants shall be paid by the owner of the Development Parcel(s) submitting such application. The City Council shall obtain at least three (3) written quotations from qualified experts and/or consultants and shall select the lowest-cost entity who is qualified to perform the work in its opinion. The Council shall provide such owner with the name of the Council's preferred expert along with the proposed scope of services and cost. Such owner shall have five (5) business days from the date of such owner's receipt of the City Council's proposed selection, to file with the City Clerk written notification that the owner either approves or objects to that proposed selection, and any such written objection shall specify the reasons therefor. If the owner fails to file written notice of objection within five (5) business days, 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. In the event an alternative selection is required, the owner shall not be required to approve of this consultant or have a right to object to the selection. An owner shall, within five (5) business days of approving a selection or within five (5) business days of the Council making an alternative selection, deliver payment to the City in an amount equal to the cost of services to be provided by the selected expert(s) that has/have been approved pursuant to the foregoing.

7. Subject to the issuance of all required permits and approvals and the sufficiency of Hill Street as a right of way providing adequate access to the Property, and to mitigate potential impacts resulting from the development of the Property, the Developer shall satisfy the Mitigation Obligations set forth on Exhibit C appended hereto. If all required permits and approvals are not obtained or if Hill Street is insufficient as a right of way to adequately mitigate potential impacts from traffic resulting from development of the Property, then this Agreement shall be null and void and no construction of the Project may commence.

A. The City and Developer acknowledge that Developer intends to complete the Mitigation Obligations in connection with the development of the Project. Recognizing that the Mitigation Obligations shall be binding only to the extent that the City shall provide the required permits, approvals and consents for each of them, the City and Developer agree that the Mitigation Obligations are expressly contingent upon the City Council and/or the City having granted all Special Permits and/or site plan approvals required under the Overlay Zoning and the issuance of all other permits, approvals, licenses and consents (governmental, federal, state, local or private) required for the relevant portion

of the Mitigation Obligations. If, despite the diligent efforts of the Developer to obtain the required governmental and private permits and consents, if such permits, approvals and consents do not issue, are not obtained, or are not final and effective within twelve (12) months following application therefor, the City may elect to waive any portion of the Mitigation Obligations for any item and may instead require contribution by the Developer in an amount agreed upon between the Developer and City in accordance with the "Payment in Lieu of Mitigation" provisions in Exhibit C, which payments shall be deemed to be in full satisfaction of the Mitigation Obligations with respect to a specific mitigation item(s) listed in Exhibit C. Any payments to the City by the Developer shall be disbursed by the City in accordance with subparagraph B, below. If the City Council declines to fully or partially waive any portion of the Mitigation Obligations, and if subsequent negotiations with the Developer do not resolve the issue to the mutual satisfaction of the City and Developer, the parties may subject the matter to arbitration.

B. In the event that the Developer shall make payment(s) to the City Council in lieu of the construction of any of the Mitigation Obligations, then the City, as from such expenditures and the improvements effectuated thereby provided above and at the direction of the City Council, shall expend all such sums within the Project area.

C. In connection with the construction of the Mitigation Obligations under this Section 7, the City shall take all such reasonably necessary action including endorsements of applications to obtain any and all federal, state and local permits, approvals and licenses and private consents (specifically excluding hostile land takings or eminent domain proceedings) that are reasonably necessary for the construction of the Mitigation Obligations and entering into agreements to allow for the construction and/or installation of the Mitigation Obligations. It is expressly understood by the Developer and City that it is the obligation of the City, at no cost to the City, to obtain such permits, approvals and licenses only where the City must legally act as applicant or signatory.

D. The Developer shall be responsible for the relocation of any on-site municipal services and infrastructure necessary to support the Project on the relevant area of the Property at the Developer's sole cost and expense provided the City cooperates with the Developer in connection with the design, and permitting necessary to accomplish these obligations.

8. The City shall have the right to enforce the terms hereof insofar as they pertain to the Developer or to the owner of a specific Development Parcel, including, without limitation, Section 4 (identify mutually agreeable locations on the Property for recreational activities), and Section 5 (cooperating and supporting the City in applying for grant financing or public monies for public infrastructure improvements). The City may elect to exercise such rights by appropriate legal proceedings for monetary and/or injunctive and other equitable relief, and such proceedings 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. The City shall have the option to enforce the terms hereof, but does

not have the obligation to do so. The Developer or the owner of a Development Parcel, as applicable, shall reimburse the City for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the City in enforcing this Agreement against the Developer, provided that the Developer or the owner of a Development Parcel, as applicable, is finally adjudged to be in violation of this Agreement by a court of competent jurisdiction or the Developer or the owner of a Development Parcel, as applicable, acknowledges the same in writing. This reimbursement obligation shall survive the expiration or earlier termination of this Agreement.

9. The Developer or the owner of a Development Parcel, as applicable, shall have the right to enforce the terms hereof insofar as they pertain to the City. The City may elect to exercise such rights by appropriate legal proceedings for monetary and/or injunctive and other equitable relief, and such proceedings 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. The Developer or the owner of a Development Parcel, as applicable, shall have the option to enforce the terms hereof, but does not have the obligation to do so.

10. As a condition to exercising the remedies afforded under Sections 8 and 9 of this Agreement, in the event that any party is in default of its obligations under this Agreement, the other party shall provide notice of the same to such party as provided in Paragraph 15 below, which notice shall describe the default in reasonable detail. Such defaulting party shall thereafter have thirty (30) days to cure such default, or, if such default is not susceptible to a cure within thirty (30) days, shall commence the curing of such default within thirty (30) days and diligently prosecute such cure to completion. A defaulting party shall not be considered to be in breach of this Agreement for so long as such party is unable to complete any work or take any action required hereunder due to a *force majeure* event or other events beyond the reasonable control of such party.

11. 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.

12. 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.

13. The City agrees from time to time and for a reasonable fee to execute a certificate, within twenty-one (21) days of written request therefor, in form and substance reasonably satisfactory to the Developer and/or 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. The City agrees that such certificate may be relied upon by such owner's lenders, mortgagees, and prospective tenants and purchasers.

14. The Developer, at its sole expense, shall record this Agreement at the Middlesex South Registry of Deeds. After it has been recorded, this Agreement can only be modified if such modification is in writing signed by the City, the Developer and, if applicable, the owners of all Development parcels affected by such modification. Thereafter, the Agreement shall be referenced in each deed conveying an interest in a Development Parcel.

15. This Agreement can only be modified if such modification is approved by a majority of the City Council and is in writing and signed by the City, the Developer and, if applicable, the owners of all Development Parcels affected by such modification. A copy of this Agreement and any amendments thereto shall be kept on file with the City Clerk of the City of Woburn along with a copy of all City Council vote(s) approving any amendment(s) to the Agreement.

16. Any notices 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 Woburn:

City of Woburn
10 Common Street
Woburn, MA 01801
Attention: Mayor

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

City of Woburn
10 Common Street
Woburn, MA 01801
Attention: City Solicitor's Office

To Developer:

Montvale Land LLC
Leggat and McCall Properties
10 Post Office Square
Boston, MA 02109
Attention: President

With a copy to:

Murtha Cullina LLP
99 High Street
Boston, MA 02110
Attention: Joseph R. Tarby, III, Esq.

17. The City, at no cost to the City, will cooperate and support Developer by negotiating and executing any necessary agreements with the owners of the properties abutting Hill Street, including the owner of 333 Montvale Avenue and MassDOT, for the widening and reconstruction of Hill Street, on terms satisfactory to the City. Developer, at no cost to the City, shall undertake such widening and relocation work in compliance with the terms and provisions of any such agreements.

18. 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).

19. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

20. While market conditions shall dictate the mix of uses, timing and phasing of the development of the Project upon the Property, at present it is envisioned that the Developer or the proponent of a Phase of the Project will apply to the City Council for approval of a special permit and/or site plan review for the initial Phase(s) within twelve (12) months of the date of this Agreement.

21. This Agreement shall run with title to the Property and each Development Parcel and shall be binding upon the Developer and the proponent of any Phase insofar as each is the owner of an interest in the Property or any Development Parcel, and each of its successors or assigns as to the obligations which arise under this Agreement during their respective periods of ownership. Each predecessor-in-title shall be forever released from this Agreement upon procuring a written acknowledgment from its immediate successor, addressed to the City, acknowledging and agreeing that such successor-in-title is bound by the terms of this Agreement and that this Agreement shall be enforceable against such successor by the City Council with respect to such successor's Development Parcel. In furtherance of the foregoing, the developer and the City agree that the Developer may, in the Reciprocal Easement Agreement, assign any and all of its rights and obligations under this Agreement to record owners of Development Parcels within the Property, and that the recording of the Reciprocal Easement Agreement and delivery of a copy to the City Solicitor's office as required by Section 2 above shall constitute notice to the City of such assignment.

22. The obligations of the Developer and/or the proponent of any Phase do not constitute personal obligations of their members, trustees, partners, directors, officers, investors, lenders or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The liability of the Developer or the proponent of

any Phase is in all cases limited to their interest in the Property or subdivided portion thereof at the time such liability is incurred and shall not extend to any other portion of the Property for which another party owns or has assumed responsibility pursuant to Section 19.

23. The City Council has approved the provisions of this Agreement and has authorized the Mayor to execute this Agreement on the City's behalf. Such approval and authorization are set forth in an order attached hereto as Exhibit D, to be recorded herewith by the Developer at its sole expense, with a copy of the recorded document to be provided to the City Solicitor's Office.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this instrument is sealed and delivered as of this ___ day of November, 2019.

Montvale Land LLC

By:_____
Eric B. Sheffels

Title: Administrative Member

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 21st day of November, 2019, before me, the undersigned notary public, personally appeared Eric Sheffels, proved to me through satisfactory evidence of identification, which was a valid driver's license and/or that he was personally known to me, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Administrative Member of Montvale Land LLC, a Delaware limited liability company.

MELISSA M. DIGAETANO
Notary Public
Massachusetts
My Commission Expires
May 4, 2023

Melissa DiGaetano

Notary Public

[*Signatures continue on following page*]

City of Woburn

By: _____
Scott D. Galvin, Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 19th day of November, 2019, before me, the undersigned notary public, personally appeared Scott D. Galvin, proved to me through satisfactory evidence of identification, he is personally known to me, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Woburn, Massachusetts.

_____
Notary Public

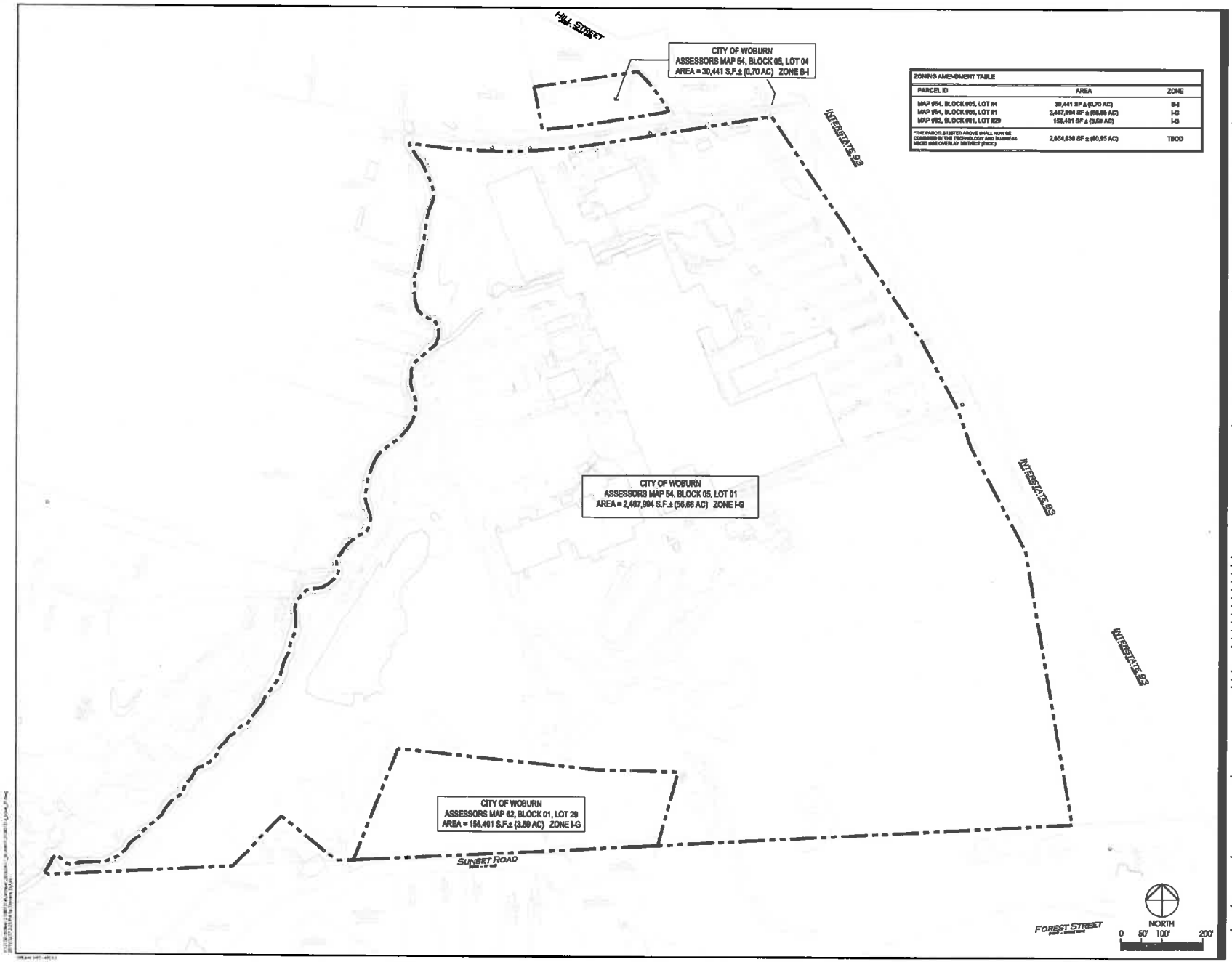
ELLEN CALLAHAN DOUCETTE
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires 9/26/25

EXHIBIT A

(Property Description)

- MAP 54 BLOCK 5 LOT 1 – 56.66 acres
- MAP 62 BLOCK 1 LOT 29 – 3.59 acres
- MAP 54 BLOCK 5 LOT 4 – .70 acres

ADD PLAN OF THESE PARCELS TO EXHIBIT A



ZONING AMENDMENT TABLE		
PARCEL ID	AREA	ZONE
MAP 054, BLOCK 005, LOT 04	30,441 SF ± (0.70 AC)	B-I
MAP 054, BLOCK 005, LOT 01	2,467,994 SF ± (56.66 AC)	I-G
MAP 062, BLOCK 001, LOT 029	156,401 SF ± (3.59 AC)	I-G
*THE PARCELS LISTED ABOVE SHALL NOW BE COMBINED IN THE TECHNOLOGY AND BUSINESS MIXED USE OVERLAY DISTRICT (TBOD)	2,654,836 SF ± (60.95 AC)	TBOD

Stantec

Stantec Planning and Landscape Architecture P.C.
226 Causeway St.
Boston MA 02114 U.S.A.
Tel. 617.523.8103
Fax. 617.523.4333
www.stantec.com

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Consultants

Legend

Notes

Issued	By	Appd.	mm.DD.YY
File Name 210801314_basic_ZP.dwg	Dwn.	Chkd.	Dsgn. mm.DD.YY

Permit-Seal

Client/Project
MONTVALE LAND LLC.

Montvale Commons

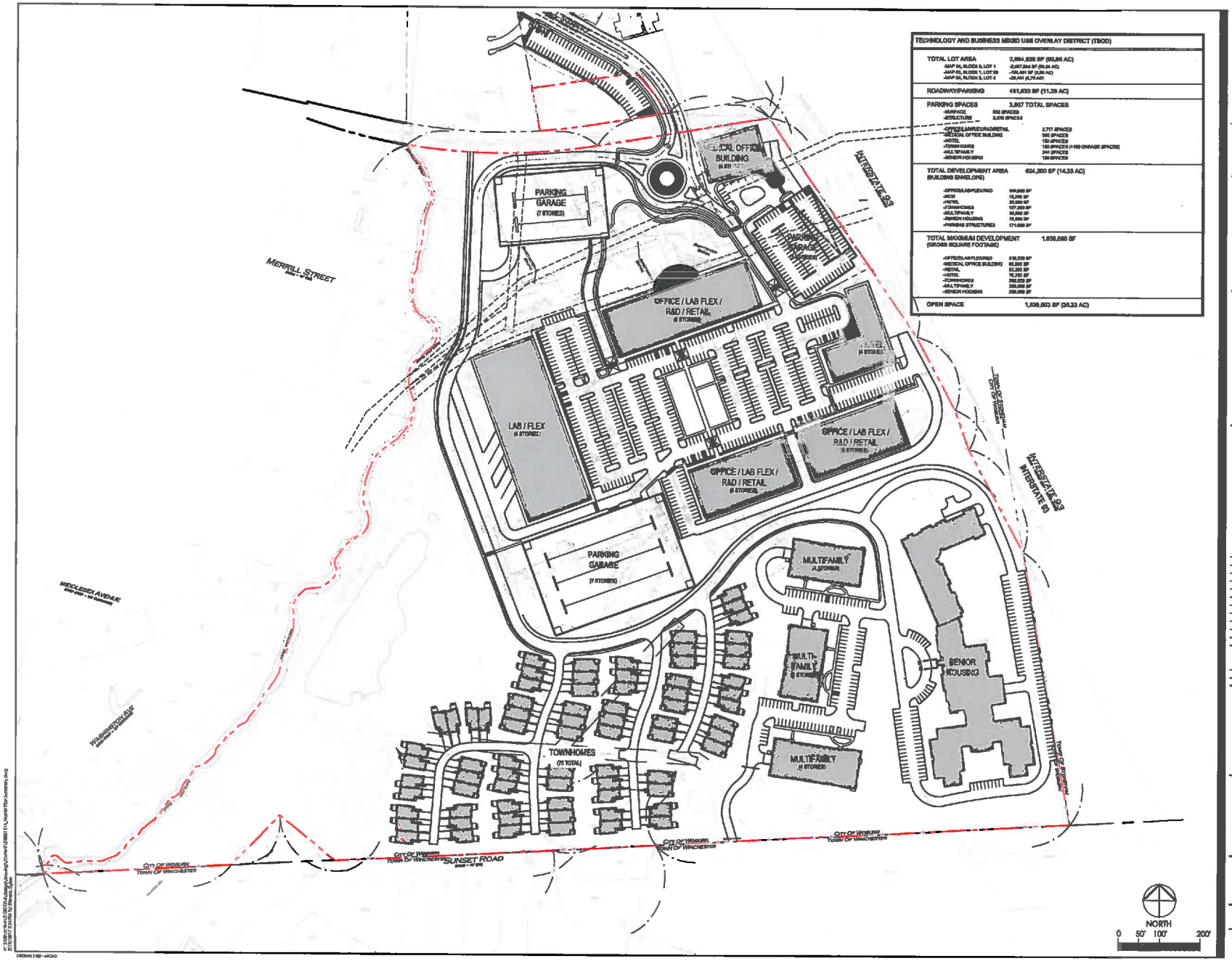
Woburn, MA

Title
EXHIBIT A - PROPERTY DESCRIPTION

Project No.	Scale	Date
210801314	AS SHOWN	10/17/2019
Sheet		Drawing No.
of		

EXHIBIT B

MASTER CONCEPT PLAN



TECHNOLOGY AND BUSINESS MIXED USE OVERLAY DISTRICT (TBOD)	
TOTAL LOT AREA	2,684,935 SF (60.86 AC)
-MAP 24, BLOCK 5, LOT 1	-2,657,894 SF (59.26 AC)
-MAP 23, BLOCK 1, LOT 29	-196,464 SF (4.29 AC)
-MAP 24, BLOCK 5, LOT 4	-39,441 (0.79 AC)
ROADWAY/PARKING	491,833 SF (11.29 AC)
PARKING SPACES	3,807 TOTAL SPACES
-SURFACE	932 SPACES
-STRUCTURE	2,875 SPACES
-OFFICE/LAB/FLEX/R&D/RETAIL	2,711 SPACES
-MEDICAL OFFICE BUILDING	360 SPACES
-HOTEL	120 SPACES
-TOWNHOMES	150 SPACES (4 HIS GARAGE SPACES)
-MULTIFAMILY	344 SPACES
-SENIOR HOUSING	186 SPACES
TOTAL DEVELOPMENT AREA (BUILDING ENVELOPE)	624,300 SF (14.33 AC)
-OFFICE/LAB/FLEX/R&D	169,000 SF
-MOB	16,000 SF
-HOTEL	30,000 SF
-TOWNHOMES	137,000 SF
-MULTIFAMILY	30,000 SF
-SENIOR HOUSING	75,000 SF
-PARKING STRUCTURES	171,000 SF
TOTAL MAXIMUM DEVELOPMENT (GROSS SQUARE FOOTAGE)	1,656,580 SF
-OFFICE/LAB/FLEX/R&D	519,320 SF
-MEDICAL OFFICE BUILDING	60,000 SF
-RETAIL	62,000 SF
-HOTEL	75,200 SF
-TOWNHOMES	255,000 SF
-MULTIFAMILY	250,000 SF
-SENIOR HOUSING	250,000 SF
OPEN SPACE	1,536,603 SF (35.33 AC)

Stantec

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Legend

Notes

Issued	By	Appd.	MM.DD.YY

File Name: 210801314_Master Plan

Dwn. Chkd. Dsgn. MM.DD.YY

Permit-Seal

Client/Project

MONTVALE LAND LLC.

Montvale Commons

Woburn, MA

Title

EXHIBIT B - MASTER CONCEPT PLAN

Project No.	Scale	Date
210801314	AS SHOWN	10/17/2019
Sheet		Drawing No.

EXHIBIT C

MITIGATION OBLIGATIONS

Phases of the Project: Developer anticipates that the Project will be constructed as follows:

- Phase 1: The first phase of the Project is anticipated to include construction of residential and senior care uses in the southern portion of the Project Site, a medical office building in the northern portion of the Project Site, an approximately 135-key hotel in the northern portion of the Project Site, and surface parking.

- Phase 2: The second phase of the Project is anticipated to include construction of the first Office/Lab/Flex/R&D building (approximately 155,000 SF), approximately 20,000 SF of accessory retail, and construction of the remaining surface parking spaces, all in the central portion of the Project Site.

- Phase 3: The third phase of the Project is anticipated to include construction of the remaining Office/Lab/Flex buildings (approximately 694,000 SF), approximately 63,000 SF of accessory retail use, and the construction of two structured parking garages with approximately 2,875 spaces on the northern portion of the Project Site.

A. TRANSPORTATION

Subject to the provisions of Section 6 of the Agreement and this Exhibit B, including without limitation, the issuance of all permits and approvals (public and private) necessary for the implementation of all improvements necessary to support the planned development and the availability of sufficient right of way that may be required for construction of same, Developer shall undertake, cause to be undertaken, and/or assist the City in arranging for the following improvements and benefits, unless otherwise noted, not later than the issuance of the last certificate of occupancy for the buildings within the applicable Phase:

(a) Phase 1:

Montvale Avenue Improvements:

1. Upgrading the Montvale Avenue at Hill Street/ I-93 SB Off-Ramp, the Montvale Avenue at I-93 NB Ramps, and the Montvale Avenue at Maple Street/ Unicorn Park Drive to provide for an adaptive traffic signal system.

2. Widening Hill Street

   i. At Montvale Avenue, to provide two exit lanes and one entrance lane; and

   ii. To construct a traffic rotary to improve the traffic flow entering the Site from Hill Street

3. Installing Pedestrian accommodations along Hill Street that integrate with the current Montvale Avenue pedestrian network.

4. Decommission all existing wells on the Property and abandon the water lines running from the wells to the existing building, under the auspices/guidance of the Department of Environmental Protection.

(b) Phase 2:

Montvale Avenue Improvements:

1. Widening the westbound approach of Montvale Avenue to provide for two left-turn lanes into Hill Street;

2. Widening the I-93 southbound off-ramp to provide for an additional lane approaching the traffic signal; and

3. Upgrading the pedestrian and bicycle accommodations along Montvale Avenue and integrating them with the current Montvale Avenue pedestrian network outside of the intersection.

4. Building upon the improvements to be provided in connection with Phase 1, widening Hill Street at Montvale Avenue to provide one additional exit lane (for a total of three exit lanes) and one additional entrance lane (for a total of two entrance lanes)

(c) Phase 3:

Montvale Avenue Improvements:

1. Widening under the I-93 overpass to provide for three full westbound and eastbound lanes along Montvale Avenue and a widening into the sloped walls of the underpass;
2. Provision of turning lanes from Montvale Avenue eastbound to northbound I-93 while providing enhanced protection to the bridge support columns that separate east and westbound Montvale Avenue travel;
3. Fully upgrading the pedestrian and bicycle accommodations along Montvale Avenue and integrating them with the current Montvale Avenue pedestrian network outside of the area of influence.

Recreational Improvements:

4. Incorporating a recreational area consistent with Paragraph 4 of this Development Agreement.

(d) Other traffic and Transportation Improvements: Developer shall complete the following transportation and other improvements:

1. Study and (if approved) relocate the 'Montvale / Route 93 stop of the MBTA 354 Woburn – Downtown Express bus to a new location accessible from the Project Site. A relocation will provide the opportunity for an upgraded and safer location for riders to get on and off the bus on their way to and from downtown Boston.

2. Coordinate with the City Engineer and MWRA on the relocation of the City's Meter 200 from its existing location to a mutually agreeable location within the property.

(e) City and Developer acknowledge that the description and sequence of elements identified within each of the Project Phases above is conceptual and subject to refinement based on market conditions and the advancement of Project design. This may include the alteration of components and/or uses in one or more Phases, the development of Phases simultaneously or in a different sequence than currently contemplated, and other changes to the Project and its Phases consistent with applicable permits and approvals. In furtherance of the foregoing, the Mitigation Obligations applicable to a Phase shall remain unchanged so long as Developer, as part of any site plan review and/or special permit application, provides the City Council with an engineer's certificate confirming that any change to the Project or Phase(s) does not generate materially greater impacts in the aggregate than the applicable Phase(s) described herein and provided a majority of the City Council shall vote to concur. In the event that such an engineer's certificate demonstrates materially reduced impacts in the aggregate than the applicable Phase(s) described herein, and a majority of the City Council concurs, the City and Developer will cooperate in good faith to substitute mitigation commensurate with such reduced impacts.

B. <u>MULTIFAMILY RESIDENTIAL/DEVELOPMENT CONTRIBUTION</u>:

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 construction of a residential dwelling unit on such Development Parcel equal to One Thousand Dollars ($1,000.00) per residential dwelling unit so permitted (hereinafter, such amounts being referred to as the "Multifamily Residential Development Contribution"). The Multifamily Residential Development Contribution shall be used by the City, acting by and 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 and the

funding of the implementation of the goals and objectives set forth in the Housing Production Plan adopted by the City of Woburn on September 15, 2017. The payment of the Multifamily 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.

At least 15% of all non age-restricted residential units within the Project will be "affordable" as defined by M.G.L. Chapter 40B Section 20 and Section 11.11 of the Woburn Zoning Ordinance in effect as of the date hereof.

C. DRAINAGE/SEWER/INFLOW AND INFILTRATION

(a) Drainage Improvements: Developer shall construct on the Property drainage improvements that meet Massachusetts Department of Environmental Protection (the "DEP") Stormwater Management Standards and that will result in the following:

(i) A net reduction in the peak flow rate of runoff from the Property;

(ii) Treatment of runoff from the Property in order to reduce or substantially eliminate suspended solids prior to discharge into wetland areas;

(iii) Such drainage improvements shall result in reduced peak flow runoff during storm events, thereby improving conditions in the area of the Property;

(b) Sewer/Inflow and Infiltration: The Developer shall pay the City a Non-Residential Sewer Connection Fee and a Residential Sewer Connection Fee pursuant to Title 13 of the Woburn Municipal Code in effect as of the date of this Agreement. Said fees are to be due and payable on a pro-rata basis prior to the issuance of building permits for each commercial building and residential unit, respectively.

D. DONATION OF LAND

The property owned by Developer within the City adjacent to and including Walker's Pond shall be offered to the City of Woburn as a gift within one year of this Agreement. Such offer shall be accompanied by survey and a copy of a Phase I Environmental Site Assessment for the subject property (the "Phase I Report"). The Phase I Report is not intended to be relied upon by the City and is to be provided only to facilitate the City's commencement of its own due diligence investigations in assessing whether to accept the gift of this property from the Developer.

E. PAYMENT IN LIEU OF MITIGATION

For any item of mitigation in lieu of which Developer shall make a payment in accordance with Section 6.A of this Agreement (the "Affected Mitigation"), Developer and the City shall determine the amount of such payment as follows:

Developer shall cause its consultants to prepare and submit to the City an estimate with supporting documentation for the reasonable cost of such Affected Mitigation.

Within thirty (30) days of its receipt thereof, the City shall cause its consultants to review Developer's estimate and either (i) confirm the estimate in writing (in which event the estimate shall be the amount of money paid by Developer for such Affected Mitigation), or (ii) provide its own estimate with supporting documentation. This thirty (30) day period may be extended by agreement of the parties.

If the City takes step (ii) above, then Developer and the City shall continue to negotiate an acceptable payment amount for the Affected Mitigation, provided that either party may cause the matter to be referred to a professional with at least fifteen (15) years' experience working in the subject matter of the Affected Mitigation in the Greater Boston area. Such referral shall include all of the information provided in the respective estimates of Developer's consultant and City's consultant, and such professional shall choose either the City's estimate or the Developer's estimate within thirty (30) days of the matter being so referred. Such professional's determination of the matter shall be final and non-appealable absent manifest error (e.g., the professional chooses a payment amount that was not proposed by either the City or the Developer).

The City's retention of a consultant with respect to this process shall be governed by the terms of Section 5 of this Agreement.

EXHIBIT D

VOTE OF THE CITY COUNCIL

(attached)

VOTED

That the Development Agreement by and between Montvale Land LLC and the City of Woburn relative to approximately 60.95 acres of land known as 2 Hill Street, Middlesex County, Massachusetts presented to the City Council on October 1, 2019 and affixed hereto be approved as amended by adding the following as the second sentence of the third paragraph on page C-5: "The time period may be extended by agreement of the parties."

November 20, 2018
In City Council
Referred to Committee on Liaison
(9 in favor, 0 opposed, 0 absent, 0 abstained)

October 1, 2019
In City Council
Passed to be Ordained
(8 in favor, 0 opposed, 1 absent, 0 abstained)

Presented to the Mayor October 4, 2019 and ten days having elapsed without same being approved, said Vote became effective without his signature on October 15, 2019.

A True Copy Attest:

William C. Campbell
City Clerk and Clerk of the Council