

Development Agreement

This Agreement is entered into this the 5th day of February, 2020 by and between the Town of Natick, 13 E. Central Street, Natick MA 01760 by and through its Board of Selectmen (“Town”) and Stonegate St Patrick LLC, a Massachusetts limited liability company, with an address of 83 Speen Street, Natick, Massachusetts 01760 (“Developer”).

WHEREAS, the Developer seeks to develop certain parcels of land in Natick located at: 45 East Central Street, 4 Lincoln Street, 6 Lincoln Street and 5 Wilson Street as more fully set forth on the plan entitled “Concept Plan” dated January 28, 2020 by Finegold Alexander Architects attached hereto as **Exhibit A** (the “Concept Plan”) which plan may be modified throughout the permitting process by agreement of the Parties (the “Premises”).

WHEREAS, the Developer owns the Premises pursuant to that certain deed recorded in the Middlesex Registry of Deeds Book 65800 Page 373; and

WHEREAS, the Developer is seeking certain approvals from the Town including a zoning change and Local Initiative Project Comprehensive Permit applicable to the Premises; and

WHEREAS, the Town is desirous of the Developer undertaking the “Development” and will support certain zoning changes related thereto.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below, the Parties agree as follows:

1. The Developer shall develop the Premises by constructing (i) a mixed-use building with no more than forty-six (46) for rent one (1), two (2) and three (3) bedroom units and no more than 14,320 gross sq. ft. of first floor commercial space on property known as 45 East Central Street, and (ii) no more than four (4) for rent duplex residential town house style buildings with no more than a total of eight (8) units comprised of three (3) and four (4) bedroom units on the property known as 4 Lincoln Street, 6 Lincoln Street and 5 Wilson Street in the following configuration and with the following parameters:
 - a. There will be no fewer than 60 parking spaces located in a subsurface garage at 45 E Central Street and additional surface parking;
 - b. There will be approximately 5500 sq. ft. of contiguous open space located adjacent to the street/sidewalk at 45 E Central Street available to the public and residents;
 - c. 25% of the units will be deemed affordable. Of those, 80% will be affordable at 80% AMI and 20% will be affordable at 30%-50% AMI. The affordability restriction is set forth in more detail below;
 - d. The Developer shall provide approximately 500 square feet of commercial space, to be delivered in shell only condition, to be used for a quasi-municipal or municipal agency at no cost to the Town or the quasi-municipal agency except related utilities, provided such use is not detrimental to the Development and does not interfere with the grant of the Site Specific Liquor License referenced

e.
later in paragraph (f) below. Said use shall be for a term of at least ten (10) years (“Municipal Lease”);

- e. The Town shall cooperate in good faith to obtain Town Meeting and Legislative approval for a site specific all beverages pouring license (“Site Specific Liquor License”) and award it to the Developer as more fully set forth in paragraph 7 below.
2. The Developer shall work with the Town to apply for a Local Initiative Program approval through the Department of Housing and Community Development (“DHCD”) and then the Developer shall file a Comprehensive Permit Application with the Zoning Board of Appeals. The Developer agrees to pay all reasonable traffic peer review fees, if any, associated with review of the proposed Zoning Amendment by Town Meeting. Notwithstanding anything in this agreement to the contrary, the Developer and the Town agree that there may be additional mitigation and improvements required as part of the Comprehensive Permit and the Developer agrees to implement and pay for same.
3. Commercial uses shall be in conformance with the Table of Uses for the Downtown Mixed-Use zoning district in the Zoning Bylaw.
4. All residential units developed at the Premises or on any portion thereof shall be subject to the requirements of the Local Initiative Program (“LIP”) for dwelling units in compliance in compliance with the requirements for the same as specified by the Massachusetts Department of Housing and Community Development (“DHCD”), or successor, or additional programs adopted by the Commonwealth or its agencies, such that said units count toward the Town’s requirements under G. L. c. 40B sec. 20-23, as amended. All units created hereunder shall be in conformance with the requirements of the Subsidized Housing Inventory (“SHI”) requirements of DHCD. The Developer shall be responsible for the Lottery and all Monitoring Requirements.
5. In consideration of the transition from the commercial development to the residential neighborhood the Developer will provide no less than 5500 sq. ft. of contiguous open space along the front and sides of the 45 E. Central Street building, which will be available for access and use by the public as well as the residents of the development. Said open space may include amenities such as benches and gardens.
6. All drives within the development shall be and always remain private. All snow plowing, trash pick-up, recycling, lighting and electricity, water and sewer from the point at which the Premises shares a property line with the public way inward to the Premises shall at all times remain private and the Town shall have no responsibility for same.
7. a. The Town does hereby undertake to support the zoning change extending the Down Town Mixed Use district to the area shown on **Exhibit C**. Said zoning change to be presented at the Town Meeting to be opened on April 14, 2020.

- b. The Town does hereby undertake to support the passage of a Site Specific Liquor License initiative to be presented at a Town Meeting to be opened on April 14, 2020 and thereafter file it with the legislature.
 - c. Said support does not guarantee passage of said zoning amendment.
 - d. Said support does not guarantee passage of the Site Specific Liquor License initiative or the success of necessary legislative action with respect to the Site Specific Liquor License. Said approval by the Town Meeting and Legislature shall not relieve an applicant from the Local Licensing Authorities' standard process, procedures and jurisdiction.
 - e. The failure of the Site Specific Liquor License at either the Town Meeting or Legislative approval steps shall not obviate the Developer's obligations to proceed hereunder.
 - f. The Town will support the Proposed Development but the parties hereto acknowledge that the permit granting authorities are independent and the Board of Selectmen cannot guarantee the outcome or unduly influence any permit granting agency.
8. The obligations provided for herein shall run with the Premises and shall be binding upon Developer, its heirs, successors, and assigns. A notice thereof in the form attached hereto as **Exhibit B** shall be executed by Developer and the Owner and recorded with the Registry of Deeds upon execution hereof. All conditions herein shall be included in the Comprehensive Permit. The Town agrees to file a release of this Agreement with the Registry of Deeds within 21 days following (i) failure of the Natick Town Meeting to approve the required zoning change at the April 2020 Town Meeting, or (ii) issuance of a Comprehensive Permit by the Natick Zoning Board of Appeals and the expiration of the applicable appeal period without an appeal having been filed and the subsequent issuance of a building permit, or (iii) termination of the Development Agreement pursuant to its terms or by mutual agreement of the parties (collectively items (i) (ii) and (iii) are "Termination Event(s)"). In the event that the Town fails to file the release of this Agreement with 21 days following the occurrence of any of the Termination Events set forth above, the Developer may file a release, together with an affidavit certifying that a Termination Event has occurred.
9. Once the Zoning Bylaw has passed, the Developer does hereby agree to undertake, with all diligent efforts, the preparation of the LIP Application in cooperation with the Town. Once the LIP Application is approved by the Commonwealth of Massachusetts Department of Housing and Community Development, the Owner shall diligently pursue the preparation and filing of the Comprehensive Permit which said filing shall be no later than 6 months following the receipt of approval of the LIP Application. Thereafter, once the Comprehensive Permit is issued, the Developer does hereby agree to diligently pursue the issuance of a building permit which in any event shall not be later than 8 months following the date upon which the Comprehensive Permit become final.
10. Any notice hereunder shall be in writing and shall be deemed duly given if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the Town of Natick and the Developer at the addresses set forth below:

Town Administrator
13 East Central Street
Natick MA 01760

508 647 6410

Stonegate St Patrick LLC
83 Speen Street
Natick, MA 01760
508 655 1700

11. It is the expressed intention of the Developer and the Town that each and every term, condition and provision hereof be fully enforceable and binding on the Premises. Should, however, any one or more of the provisions contained herein for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.
12. This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Massachusetts. Nothing in this Agreement shall affect the rights of the Town of Natick, in the exercise of any of its powers under applicable law with respect to the proposed development of the Property, including, but not limited, to the powers of the Natick Zoning Board of Appeals pursuant to its Comprehensive Permit Rules and Regulations, as amended. Nothing in this Agreement shall release the Developer from the obligation to satisfy all applicable provisions of law in the proposed development of the Property.
13. This Agreement can only be modified if such modification is in writing signed by the Developer and the Board of Selectmen.
14. If Developer shall default in the performance of any term, covenant or condition of this Development Agreement, which default shall continue for more than thirty (30) days after written notice to Developer (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), the Town shall have the right to (i) terminate this Development Agreement; (ii) withhold any Approvals issued by the Town or its subdivisions; or (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. Developer shall reimburse the Town its reasonable legal fees and other expenses in seeking enforcement hereof. Any and all amounts due hereunder and any obligations hereof, if any, shall be considered a Municipal Charge and may be enforced pursuant to G.L. c. 40 sec. 57.
15. This Development Agreement shall be effective as of the date it shall be executed by both Developer and the Town.
16. The Developer shall be responsible for all Infiltration and Inflow fees and any sewer and water connection fees as regularly assessed by the Town.
17. Prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and the Developer agree that such disputes shall be first subject to nonbinding mediation, for a period not longer than sixty (60) days.

18. This Development 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.

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IN WITNESS WHEREOF, this instrument is sealed and delivered as of this 5th day of February, 2020.

Town
Board of Selectmen

Developer: Stonegate St. Patrick LLC

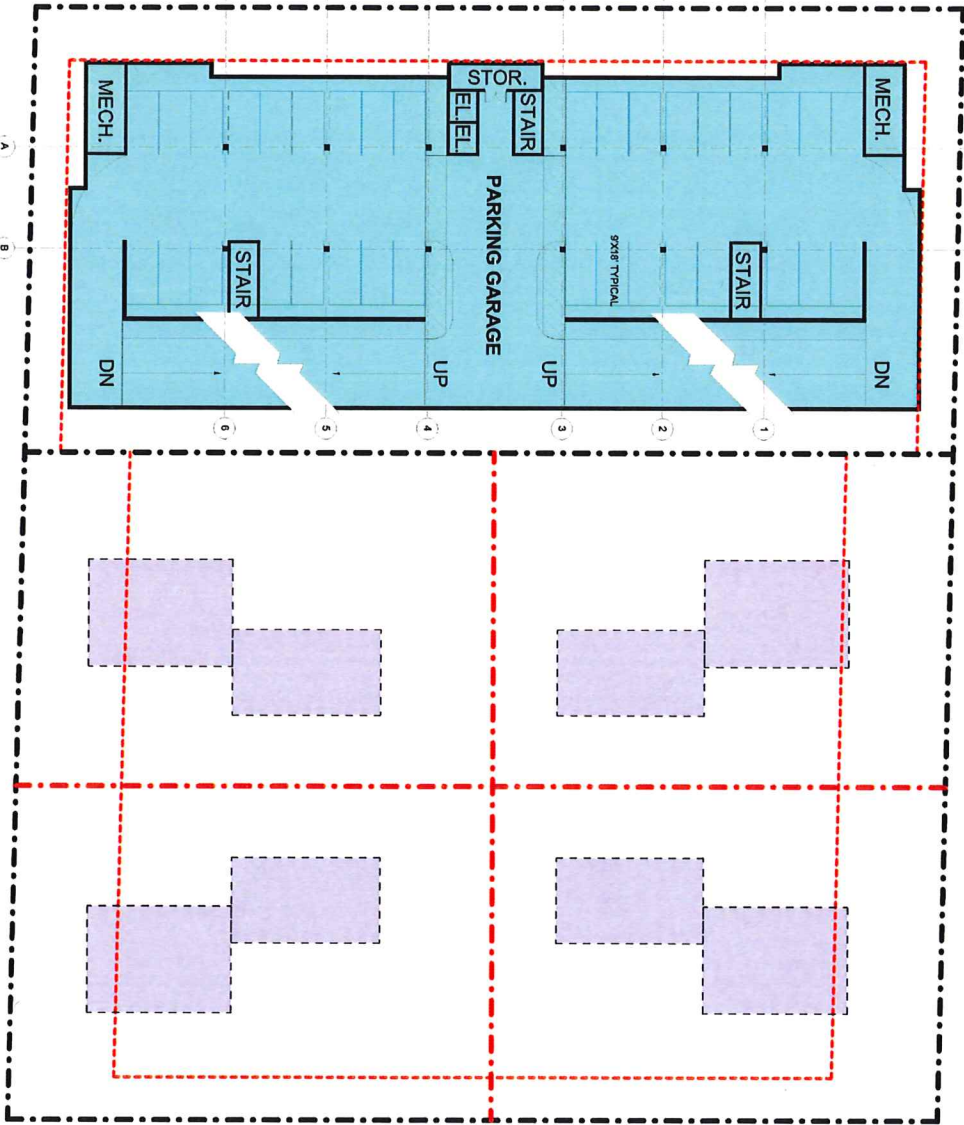
Its Manager

Sean McGrath

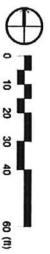
EXHIBIT A
CONCEPT PLAN

PROJECT SUMMARY

Property Lines
Setback
DM DISTRICT
46 Units (1, 2, & 3 Bedroom Units)
No fewer than 60 subsurface parking spaces
5,500 SF Contiguous open space
14,320 SF Commercial space
76,530 Approximate GSF above grade
RG DISTRICT
8 Townhome units
16 Parking spaces
22,000 Approximate GSF above grade



2 Level Underground Parking Garage



5,500 SF
CONTIGUOUS
OPEN SPACE

DM DISTRICT
7.75 ACRE

WILSON STREET

RG DISTRICT
1.13 ACRES

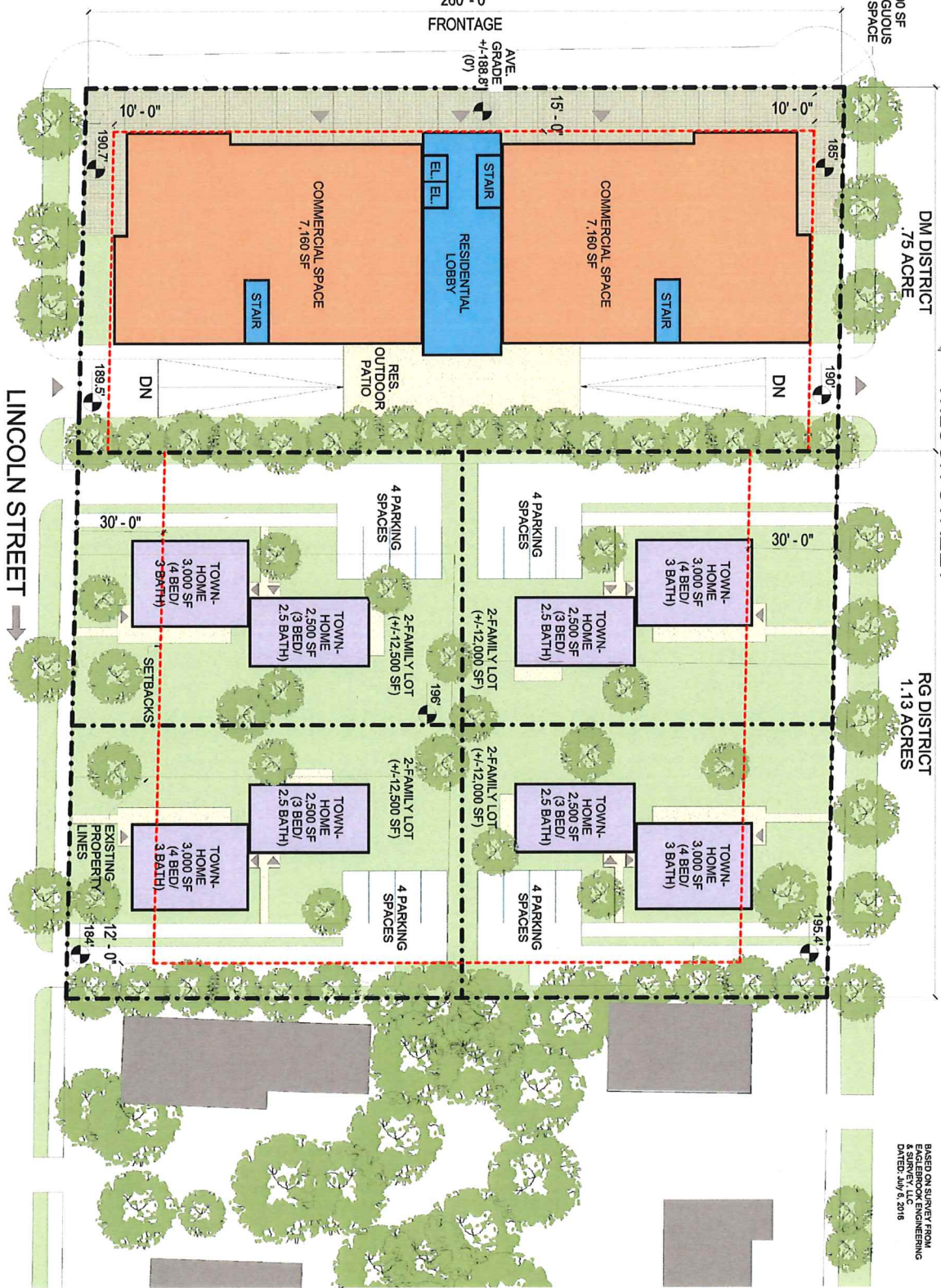
BASED ON SURVEY FROM
2016
& SURVEY LLC ENGINEERING
DATED JULY 6, 2016

E. CENTRAL STREET

260'-0"
FRONTAGE
AVE
GRADE
+/-188.8'
(0')

PROJECT SUMMARY

Property Lines	DM DISTRICT
Setback	48 Units (1, 2, & 3 Bedroom Units) No fewer than 60 subsurface parking spaces 5,500 SF Contiguous open space 14,320 SF Commercial space 78,330 Approximate GSF above grade
RG DISTRICT	8 Townhome units 16 Parking spaces 22,000 Approximate GSF above grade

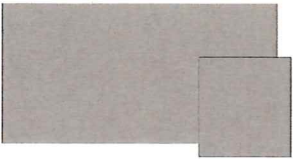


Ground Level



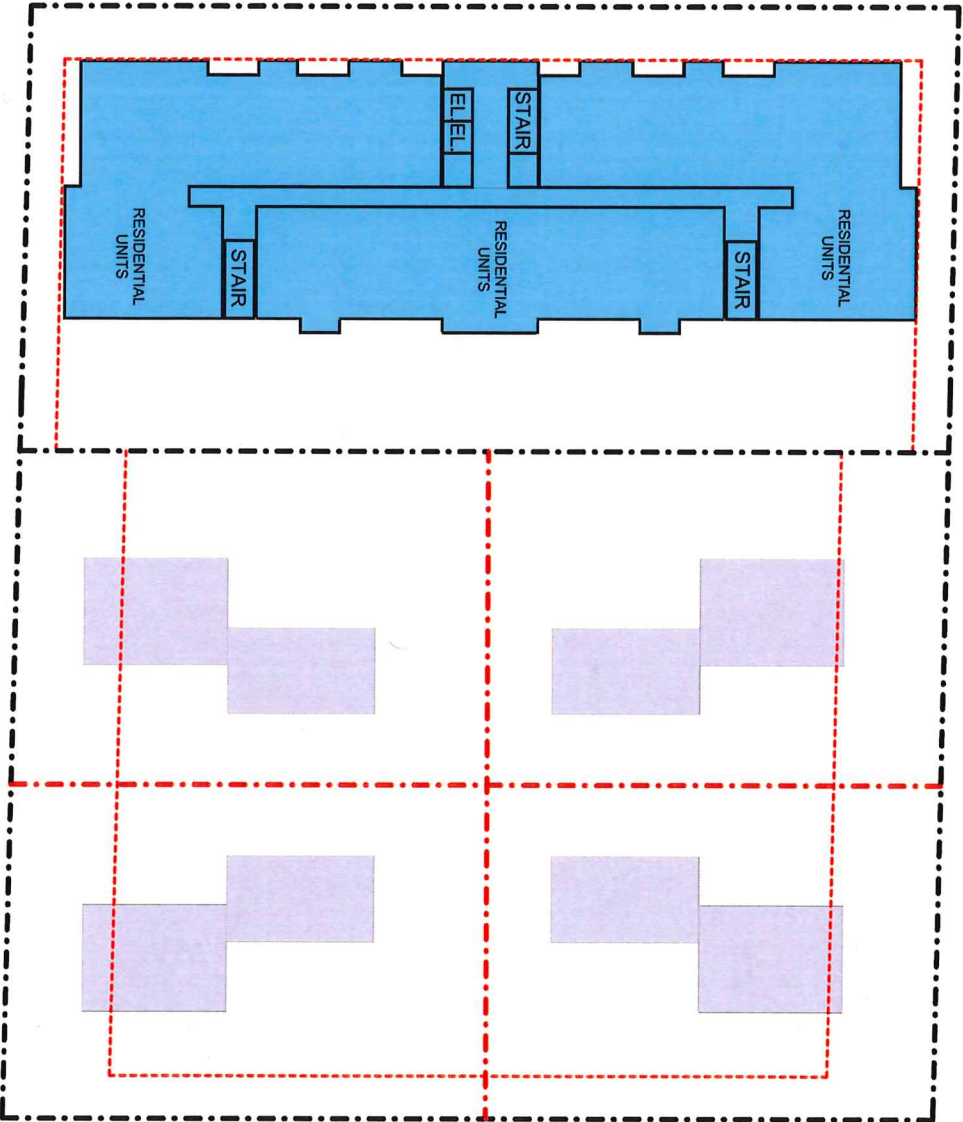
Exhibit A
Concept Plan
45 E. Central Street, Natick, MA 01760
Page 2 of 4

Finigold Alexander Architects
1/28/2020



PROJECT SUMMARY

Property Lines
Setback
DM DISTRICT
46 Units (1, 2, & 3 Bedroom Units)
No fewer than 60 subsurface parking spaces
5,500 SF Contiguous open space
14,520 SF Commercial space
78,530 Approximate GSF above grade
RG DISTRICT
8 Townhome units
16 Parking spaces
22,000 Approximate GSF above grade



Typical Residential Level



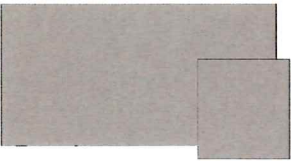
Exhibit A

Concept Plan

45 E. Central Street, Natick, MA 01760
Page 3 of 4

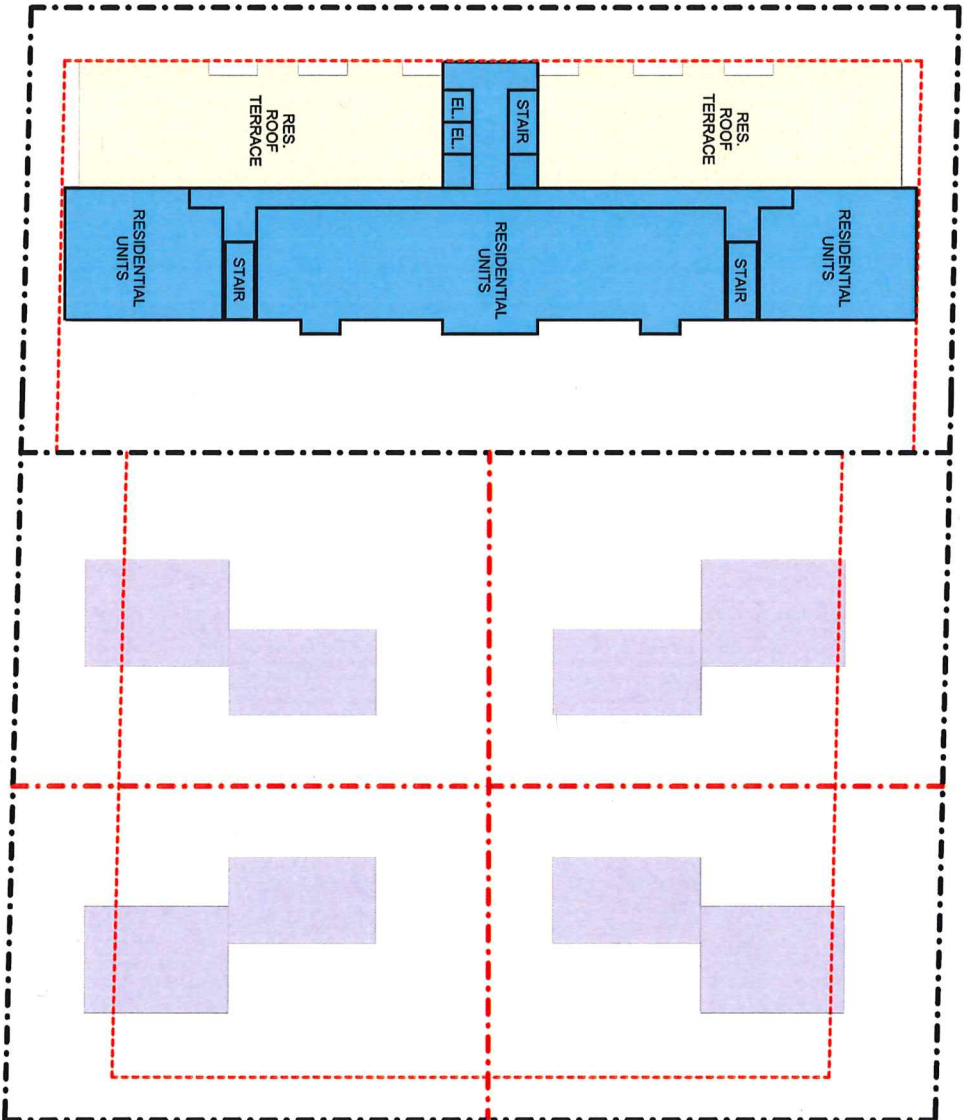
Finegold Alexander Architects

1/28/2020



PROJECT SUMMARY

Property Lines
Setback
DM DISTRICT
46 Units (1, 2, & 3 Bedroom Units)
No fewer than 60 subsurface parking spaces
5,500 SF Configuous open space
14,320 SF Commercial space
78,530 Approximate GSF above grade
RG DISTRICT
8 Townhome units
8,150 Approximate GSF
22,000 Approximate GSF above grade



Upper Residential Level



Exhibit A

Concept Plan

45 E. Central Street, Natick, MA 01760

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Finegold Alexander Architects

1/28/2020

EXHIBIT B
NOTICE OF DEVELOPMENT AGREEMENT

NOTICE OF DEVELOPMENT AGREEMENT

This NOTICE OF DEVELOPMENT AGREEMENT ("Notice") is entered into this the ____ day of February, 2020 by and between the Town of Natick, 13 E. Central Street, Natick MA 01760 by and through its Board of Selectmen ("Town") and Stonegate St. Patrick LLC, a Massachusetts limited liability company, with an address of 83 Speen Street, Natick, Massachusetts 01760 ("Developer").

WHEREAS, the Developer seeks to develop certain parcels of land in Natick located at: 45 East Central Street, 4 Lincoln Street, 6 Lincoln Street and 5 Wilson Street (the "Property"); and

WHEREAS, the Developer owns the Property pursuant to that certain deed recorded in the Middlesex Registry of Deeds Book 65800 Page 373; and

WHEREAS, the Developer is seeking certain approvals from the Town including a zoning change, a Local Initiative Project Comprehensive Permit, and a Site Specific Liquor License applicable to the Development Agreement of even Premises (collectively the "Approvals"); and

WHEREAS, the Town is desirous of the Developer undertaking the "Development" and will support the Approvals related thereto.

Accordingly, the Town and Developer have, for good and valuable consideration, entered into a Development Agreement of even date setting forth the obligations of each party with respect to advancing the Development of the Property and such Agreement shall remain in place and encumber the Property according to its terms and conditions until such time as the Development Agreement is terminated in accordance with its terms.

The Town agrees to file a release of this Agreement with the Registry of Deeds within 21 days following (i) failure of the Natick Town Meeting to approve the required zoning change at the April 2020 Town Meeting, or (ii) issuance of a Comprehensive Permit by the Natick Zoning Board of Appeals and the expiration of the applicable appeal period without an appeal having been filed and the subsequent issuance of a building permit, or (iii) termination of the Development Agreement pursuant to its terms of by mutual agreement of the parties (collectively items (i) (ii) and (iii) are "Termination Event(s)")

In the event that the Town fails to file the release of this Agreement with 21 days following the occurrence of any of the Termination Events set forth above, the Developer may file a release, together with an affidavit certifying that a Termination Event has occurred.

Upon recording of a release of this Agreement by either party as set forth above, this Agreement shall thereafter be null and void and of no further force and effect and the parties hereto shall have no further recourse at law or in equity against one another.

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, 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 signed it voluntarily for its stated purpose as Manager of Stonegate St. Patrick LLC.

(official seal)

Notary Public
My commission expires:

EXHIBIT C
PROPOSED ZONING CHANGE
ADD PROPERTY TO THE DOWNTOWN MIXED USE DISTRICT
AND
HOME RULE PETITION

Article ____

Amendment to Zoning Map

To see if the Town will vote to change the following parcel from the Residential General (RG) Zoning District to the Downtown Mixed Use (DM) Zoning District: Assessors Map 44 Lot 180 known as 45 East Central Street, as shown on the plan on file with the Town Clerk and the Community Development Offices, or otherwise act thereon.

Article ____

Home Rule Petition

To see if the Town will vote to authorize the Board of Selectmen to file a Home Rule Petition with the General Court for a special law authorizing the Town to grant an additional license for the sale of alcoholic beverages to be drunk on the premises for the property located at 45 East Central Street, Natick. The proposed Special Act would read as follows:

AN ACT AUTHORIZING THE TOWN OF NATICK TO GRANT AN ADDITIONAL
LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES TO BE DRUNK ON THE
PREMISES AT 45 EAST CENTRAL STREET

SECTION 1. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the licensing authority of the town of Natick may grant 1 additional license for the sale of alcoholic beverages to be drunk on the premises pursuant to section 12 of said chapter 138.

(b) Said license shall be limited to the property located at 45 East Central Street, Natick. The license shall be subject to all of said chapter 138 except said section 17.

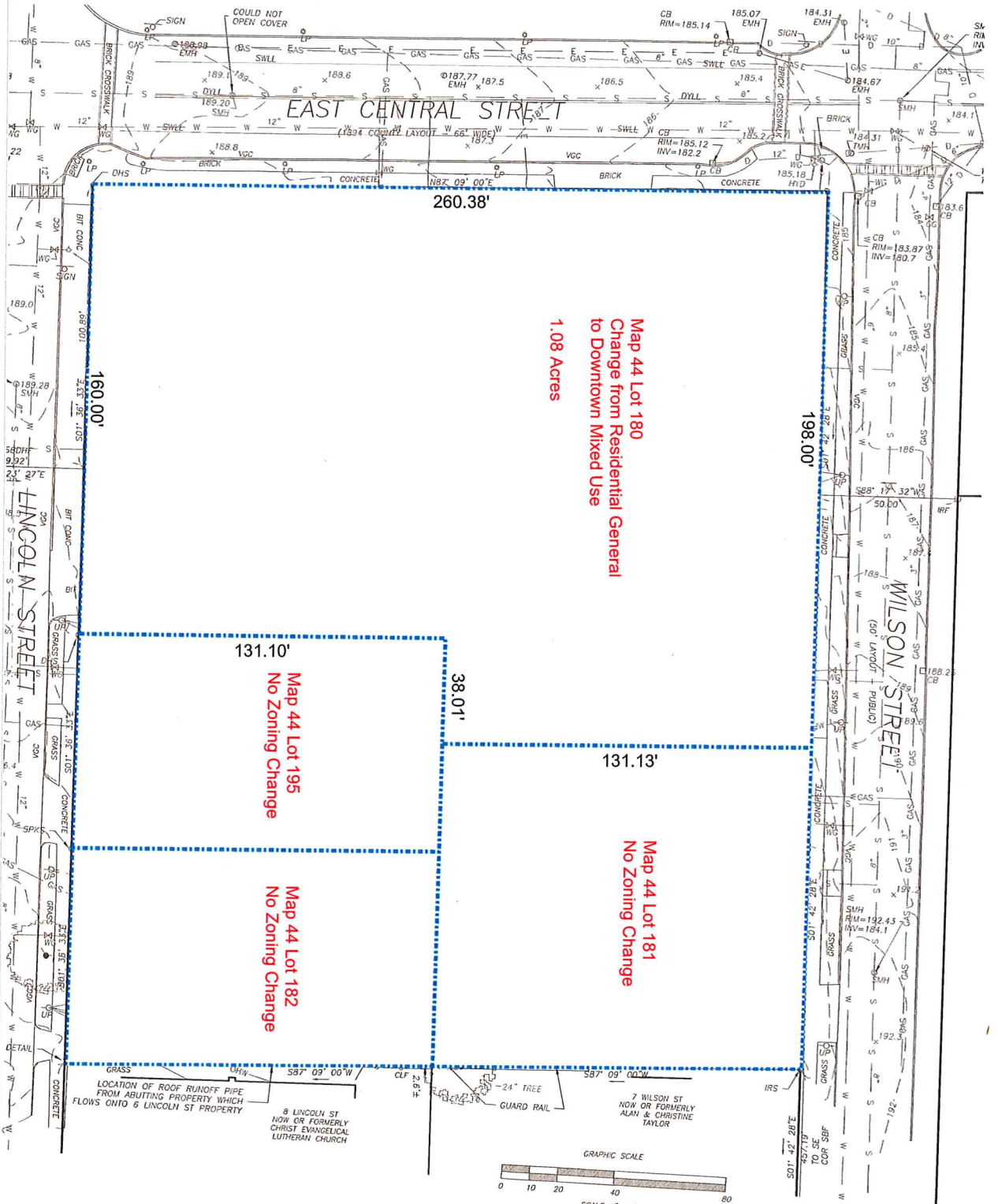
(c) The licensing authority of the town of Natick shall not approve the transfer of the license granted pursuant to this act to any other location but it may grant a license to any applicant at the same location if the applicant files with the licensing authority a letter from the department of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

(d) If a license granted pursuant to this act is cancelled, revoked or no longer in use at the location of original issuance, it shall be returned physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority and the licensing authority may then grant the license to a new applicant at the same location under the same conditions as specified in this act.

SECTION 2. This act shall take effect upon its passage.

And that the Board may make modifications and changes which do not affect the substance of the Act.

Or take an action relative thereto.



45 E. Central Street, Natick, MA 01760

Exhibit C
Zoning Plan

Firegold Alexander Architects
1/28/2020

BASED ON SURVEY FROM
ENGLEBROOK ENGINEERING
& SURVEY, LLC
DATED May 6, 2016

NOTICE OF DEVELOPMENT AGREEMENT

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WHEREAS, the Town is desirous of the Developer undertaking the "Development" and will support the Approvals related thereto.

Accordingly, the Town and Developer have, for good and valuable consideration, entered into a Development Agreement of even date setting forth the obligations of each party with respect to advancing the Development of the Property and such Agreement shall remain in place and encumber the Property according to its terms and conditions until such time as the Development Agreement is terminated in accordance with its terms.

The Town agrees to file a release of this Agreement with the Registry of Deeds within 21 days following (i) failure of the Natick Town Meeting to approve the required zoning change at the April 2020 Town Meeting, or (ii) issuance of a Comprehensive Permit by the Natick Zoning Board of Appeals and the expiration of the applicable appeal period without an appeal having been filed and the subsequent issuance of a building permit, or (iii) termination of the Development Agreement pursuant to its terms of by mutual agreement of the parties (collectively items (i) (ii) and (iii) are "Termination Event(s)")

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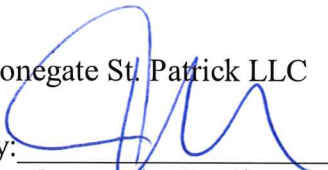
Upon recording of a release of this Agreement by either party as set forth above, this Agreement shall thereafter be null and void and of no further force and effect and the parties hereto shall have no further recourse at law or in equity against one another.

This Notice of Agreement is executed for the purpose of recordation in order to give notice of the certain terms, provisions and conditions of the Development Agreement and is not intended, and shall not be construed, to alter, limit or modify the Development Agreement.

EXECUTED as a sealed instrument this 5th day of February, 2020.

Town of Natick
By its Board of Selectmen
By: _____

Stonegate St. Patrick LLC

By:  _____
Sean McGrath, Manager

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, 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 as Chair of the Town of Natick Board of Selectmen.

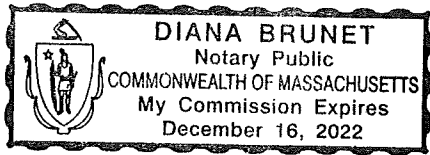
(official seal)

Notary Public
My commission expires:

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of February, 2020, before me, the undersigned notary public, personally appeared Sean McGrath, 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 signed it voluntarily for its stated purpose as Manager of Stonegate St. Patrick LLC.



(official seal)

Diana Brunet
Notary Public: Diana Brunet
My commission expires: 12/16/2022